

BHD Rental Agreement

Customer / Renter: _____

BHD Rental: **BHD Instrumentation Rentals Limited operating has BHD Rentals Limited**
8505 Argyll Road, Edmonton, AB T6C 4B2

Any order or direction to deliver rental Equipment (referred to as Equipment in the remainder of this document) shall constitute the Customer's acceptance of the terms and conditions of this agreement and any applicable software license agreement.

Rental Terms and Conditions: Customer hereby rents from BHD Rentals Limited the equipment listed on the contract hereof (Equipment) pursuant to the applicable terms and conditions on the contract and the following terms and conditions.

Rental Period: Equipment is rented on a 1 day, one week (7 days) or one month (28 days) rental cycle. The rental rate is based upon regular use, one shift per day and six days per week. The rental period shall commence on the date the equipment is shipped to the Customer. The terms shall automatically be extended upon all the terms and conditions hereof until the date the Equipment is returned to the possession of BHD Rentals Limited.

Rent: Customer shall pay BHD Rentals Limited each month during the rental period the monthly rent. If Equipment is returned before the end of the month, Customer will be invoiced upon the return of the Equipment. Rental fee shall be due 30 days after the date of BHD Rentals invoice thereof.

Delivery, Installation & Return: All equipment is provided F.O.B. BHD Rentals. Shipment will be made to the Equipment Location, at Customer's risk and expense, and Customer shall reimburse BHD for any shipping and handling charges incurred by BHD Rentals. Unless Customer notifies BHD Rentals to the contrary in writing within 24 hours after receipt of an item of Equipment, it shall be conclusively presumed that the item of Equipment was delivered to Customer in good operating condition, that the Equipment conforms in all respects to Customer's order and that Customer has accepted the Equipment for all purposes under the Agreement. Customer shall return the Equipment in good operating condition to BHD Rentals at the end of the Rental Term by prepaid insured shipment. Customer shall bear all costs for the freight and duties incurred in connection with the return of the Equipment.

Safekeeping: Customer is responsible for the safekeeping of all Equipment and shall bear the risk of any loss, theft, damage or destruction of the Equipment and shall insure each item against such risk or loss for not less than the replacement value of each item. At BHD Rentals option, Customer shall either replace or pay the replacement cost of any item which is lost, stolen, destroyed upon repair. Until an item has been repaired, replaced or the replacement cost has been paid by Customer, the rental period shall continue and the Customer shall continue to pay the monthly rental fee with respect thereto. Any item or non-expendable material not returned to BHD Rentals will be charged to Customer at full replacement cost. Customer shall not permit ownership labels, calibration seals and anti-tamper notices to be removed or defaced. If such seals or notices are removed or defaced, Customer shall pay a reasonable calibration or refurbishing fee.

Customer's Insurance: Customer must maintain a minimum of \$1,000,000 Commercial General Liability coverage and property coverage to the full replacement cost of all Equipment. Customer is solely responsible for any deductibles payable on the policy. Insurance must name BHD Instrumentation Rentals Limited as an Additional Insured with 30 Days notice of cancellation. BHD Instrumentation Rentals Limited is to be named as First Loss Payable with respect to all Equipment. Certificate of Insurance is to be provided to BHD Rentals upon request.

Warranty: BHD Rentals sole and exclusive warranty is that each items of Equipment, when delivered to Customer will be in good operating condition.

Liability & Indemnity: BHD Rentals assumes no responsibility for any incidents that may occur which are results of misuse, malfunction or other defect of the equipment. Customer shall indemnify, hold harmless and defend BHD Rentals from all claims, actions and damages, including attorney's fees, arising out of the Equipment and its use, rental, possession, operation, condition and return, including any such claims arising out of the theory of strict liability in tout, which obligations shall survive termination of this agreement.

Ownership: The Equipment shall remain the property of BHD Rentals and BHD Rentals retains the title thereto. Customer shall not remove, transfer, alter or modify any item of Equipment without BHD Rentals prior written consent

Software: If any software is supplied with the rented equipment, title to all such software shall be retained by the software developer or by BHD Rentals, and shall not be transferred to the customer. No licenses or rights of any kind are granted to Customer, except as may be set forth herein or in application manufactures software or program agreement.

Signature of Authorized Representative of Customer **Print Name & Title** **Date**