

COOLER SOLUTIONS REFRIGERATED TRAILERS INC.

RENTAL AGREEMENT

888-886-9029

INVOICE

LESSEE:

Name: _____

Address: _____

Phone# _____

E-Mail _____

SHIP TO:

Name: _____

Address: _____

Description

Qty

Price

Extension

Delivery _____

HST 13% _____

Total _____

Lessor

Signature of Less

1. The lessee has fully inspected and acknowledges that the equipment is in good condition and repair (except as herein noted)
2. The liability for injury, disability and/or death of workmen and other persons caused by the operation of The equipment during the rental period shall be that of the lessee and the lessee shall indemnify and save harmless the lessor against all said liability. The lessee shall also indemnify and save harmless the lessor against all loss, expense, damages and/or penalty or penalties which may arise out of the action for damages to property or person or persons occasioned by the operation of the equipment during the rental period.
3. The lessee shall at the lessee's expense maintain public liability and property insurance to protect the lessee and the lessor against damage to property or person in the operation of said equipment during the rental period. The lessee shall insure the equipment of loss by fire or damage and the lessee shall provide such other insurance as may be requested the lessor in advance of shipment by the lessor to the lessee.
4. The lessee shall not remove, alter disfigure or cover up any numbering, lettering or insignia displayed upon any equipment and shall ensure that no equipment is subjected to careless or needlessly rough usage and shall at the lessee's own expense return to the lessor the equipment in good repair and running order.
5. The lessee shall assume and be responsible for the entire risk or loss or damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof shall impair and obligation of the lessee under this lease and shall continue in full force and effect. In the event of loss or damage of any kind whatsoever to the equipment the lessee at the option of the lessor shall:
 - a) place the same in good repair condition and working order
 - b) pay the lessor therefore in cash the established cost to replace the equipment.The said rental rate and charges shall not terminate until the lessee has complied with provisions herein contained in this paragraph.
6. The lessee shall make the equipment accessible and available at the time of pick up or rental charges shall continue until said equipment is accessible and available and the lessor is so advised. A separate pick up charge shall be made for each pick up trip required.
7. The rental period shall commence from the date of the shipment of the equipment from the point of drop off and shall continue until said equipment is returned.
8. In the event that the lessee shall fall in arrears in making payment in accordance with the terms of the agreement or becomes the subject of an insolvency proceeding or becomes bankrupt or make an assignment or fail to maintain or operate or to return the equipment as provided by this agreement or substantially violate any provision thereof, the lessor may, after three (3) days notice in writing thereof terminate this agreement, take possession of the lessee. The said equipment shall be deemed to be in the possession of the lessee for all purposes of this agreement from the time it is loaded for transit to the lessee until the time the said equipment has been returned by the lessee to the lessor.
9. The lessee shall pay all costs, charges and expenses including reasonable solicitors account incurred in retaking possession of the equipment hereby rented or in the collection of any sums which may be due and owing to the lessor by the lessee, including the defense of any action brought against the lessor for damages caused by the lessor's equipment to any person while such equipment is in the possession of the lessee. The said equipment shall be deemed to be in the possession of the lessee for all purposes of this agreement from the time it is loaded for transit to the lessee until the time the said equipment has been returned by the lessee to the lessor.
10. The equipment is and shall at all times be and remain, the sole and exclusive property of the lessor and the lessee shall have no right, title or interest therein or thereto except as expressly set out in this agreement.
11. Title to the equipment shall at all times vest in the lessor. The lessee shall give the lessor immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure.
12. The lessee shall not assign or transfer any interest in this agreement or permit any other person to use the equipment or any part thereof without the prior written consent of the lessor.
13. Rental rate is payable upon signing of this agreement.
14. Any amounts due and unpaid shall bear interest at the rate of 2% per month or 24% per year.

15. The lessor makes no representations or warranties, express implied or statutory. All representations, warranties and conditions, express, implied or statutory, including any implied warranty or condition as to merchantability or quality of the equipment or fitness of the equipment for any particular purpose or suitability of the equipment for customers intended use, are expressly excluded and disclaimed.
16. Should the equipment become unsafe, malfunction or require repair, lessee shall immediately cease using the equipment and immediately notify lessor if such condition is the result of normal operation. Lessor will repair or replace the equipment with similar equipment in working order, if such replacement equipment is available. Lessor has no obligation to repair or replace equipment rendered inoperable or which becomes unsafe, malfunctions or requires repair due to misuse, abuse or neglect (including any failure to maintain) by or on behalf of lessee. Lessee's sole remedy for any failure or defect in equipment other than those for which lessee is responsible thereunder shall be the termination of any rental charges accruing in respect of such equipment during the period of lessee's cessation of use of such equipment until the repair or replacement of such equipment.
17. In the event of any loss or damage to the equipment, lessor will have the right of subrogation with respect to any right of the lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with lessor and or its insurer(s) in the prosecution of those rights and will neither take or permit nor suffer and action to prejudice lessor's rights with respect thereto.
18. The rental agreement, including the front and back pages of the rental agreement and any addendum attached hereto, sets forth the entire agreement between the lessee and lessor, and supersede all prior agreements, and there are no representations, warranties, terms, conditions, undertakings, collateral agreements or understandings, express or implied, between lessee and lessor with respect to the equipment and the rental of the equipment other than those expressly set forth in this rental agreement. This rental agreement may not be changed unless made in writing and signed by both lessee and lessor. This rental agreement shall be binding on lessor only if a duly authorized signatory has signed it.
19. Lessee acknowledges receipt of a copy of this rental agreement.

Initials of Lessor

Initial of Lessee