

# Off-Road Equipment Ltd. (O.R.E.) Rental Policy

This agreement outlines the terms and conditions for renting equipment from **Off-Road Equipment Ltd. (O.R.E.)**, located at 220 Basaltic Avenue, Vaughan, Ontario L4K 1G6.

## Important Notes:

- **Allowed Hours:** 176 hours are allowed per month.
- **Additional Hours:** Each additional hour beyond 176 hours will be charged at \$95.00 per hour.
- **Freight:** \$1200.00 each way per truck, unless otherwise noted.

## Delivery & Condition

- **Delivery Date:** The Equipment will be made available on or about: [Insert Date]
- **Condition at Delivery:** The Equipment will be delivered to you in **good repair and operating condition**.

## Payment Structure

- **Invoicing:** Rental invoices will be issued at the **start of each 4-week billing period**.
- **Payment Due Date:** Payment is due **Net 30 days** from the invoice date.
- **Late Payments:** Any unpaid rent will incur an **annual interest of 15%**. O.R.E. reserves the right to terminate this agreement for non-payment.

## Rental Period

- **Start Date:** Your rental period begins on or around **February 17th, 2025**, or on the date the equipment is picked up by/delivered to you, whichever comes first.
- **End Date:** The rental period ends when the Equipment is returned to O.R.E. at 220 Basaltic Rd, Vaughan, Ontario L4K 1G6, in accordance with the return conditions.
- **Maximum Rental Period:** The rental period will not extend beyond **January 17th, 2026**, without a new written agreement between both parties.
- **Minimum Rental Period:** You agree to rent the equipment for the minimum period specified in the "Details of Equipment" section.

## Your Responsibilities (Customer)

### Maintenance & Care

- You must maintain the Equipment according to the **operator's manual**.
- If the Equipment is not returned in good repair and operating condition, you will be responsible for **all costs and expenses** incurred by O.R.E. to enforce this agreement or make necessary repairs.
- You must provide **prompt written notice** to O.R.E. of any accident or damage to the Equipment.
- If O.R.E. performs repairs at its location during your rental period, you will be responsible for **all direct and indirect costs** of these repairs.

### Financial Responsibility

- You are responsible for **all costs, expenses, rates, taxes, or charges** related to the Equipment, unless otherwise stated.
- You must pay these without any variations, set-offs, or deductions.

### Insurance

- You confirm that your **insurance provider** (please specify: [Insert Insurance Provider Name]) will cover the Equipment while it is in your possession, as per paragraph 14 of the General Conditions.

### Liability

- You assume **all risk of loss and damage** related to the rental, possession, and operation of the Equipment.
- You agree to **indemnify and hold harmless O.R.E.** (and its related entities, representatives, partners, agents, and employees) from any and all claims, liabilities, and damages (including property damage, personal injury, economic loss, and direct, indirect, special, consequential, exemplary, or punitive damages) that arise directly or indirectly from your rental, possession, or operation of the Equipment.

## O.R.E.'s Responsibilities (Supplier)

### Delivery Condition

- O.R.E.'s liability is limited to its obligation to deliver the Equipment to you in **good repair and operating condition** as outlined in this agreement.

### Limited Liability

- To the fullest extent permitted by law, O.R.E. will **not be liable for any economic loss, anticipated profits, increased costs, delays, expenses, fees, property damage, personal injury, or any other damage, loss, or injury of any kind**. This includes direct, indirect, special, consequential, exemplary, or punitive damages, whether suffered by you or others.
- These limitations apply regardless of whether O.R.E. has breached a warranty or condition, been negligent, breached any term of this agreement, or committed any wrong, **except in cases of O.R.E.'s gross negligence**.

### Returning the Equipment

When you return the Equipment to Off-Road Equipment Ltd. at **220 Basaltic Rd, Vaughan, Ontario L4K 1G6**, it must meet the following conditions:

- **Configuration & Condition:** The Equipment must be returned in its **original configuration** with all original or O.R.E.-replaced attachments, and in the **same condition** as when you received it.
- **Cleanliness:** The Equipment unit must be **thoroughly cleaned** and free of mud/rock/dirt accumulation.
- **Operator's Compartment:** The operator's compartment must be clean, with all switches, on-board information systems (OBIS), controls, pedals, radio, mirrors, seats, and other contents complete and in **good working order**.
- **Glass:** Window glass must be clear and free from cracks and major pits.
- **Frames & Doors:** Window frames and doors must be complete and fully operational.
- **Body Panels:** All service access compartment covers and doors, fenders, and other flat metal or plastic surfaces must be in **good working order** and free from dents and cracks.
- **Secure Storage:** You must provide a **secured place** to store the Equipment unit.
- **Ground Engaging Tools:** Tools like buckets, adapters, teeth, blades, cutting edges, and rippers must have **good structural integrity** and not exceed normal wear and tear.
- **Track Equipment:** All track equipment components (track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers) must not exceed **normal wear and tear**.
- **Rubber Tire Equipment:** Tires must be in **recappable condition** and show no excessive abuse. Recapped tires are not acceptable.
  - Tire wear must not exceed **0.02% per hour or 2% per 100 hours of usage**.
  - You are responsible for the cost of tire repairs, including cuts and punctures.
  - All tires must be a matched set of the same make as originally provided, with the same tread type and pattern, and no significant cuts or chunking of the tread or sidewalls.
- **Mechanical Components:** The mechanical drivetrain, differentials, and final drives must be in **good condition**, operate quietly without vibration or leaks, and meet manufacturer specifications.
- **Engines & Hydraulics:** Engines, hydraulics, and transmissions must operate properly to handle fully rated loads within the equipment's capacity. All accessories must be in **good working order and appearance**.
- **Buckets & Bodies:** Buckets and bodies must maintain full structural integrity, be free of body damage, and show no wear in the parent metal.
- **Parts:** Any and all components must be **OEM genuine or remanufactured parts**, unless installed by O.R.E.

**Failure to meet these return conditions will result in corrective action by O.R.E., with any resulting expenses billed to you and due promptly.**