



136 Anson Street | PO Box 1822
VirDen, MB R0M 2C0
Tel : (204) 748-4469 www.virdenag.ca

EQUIPMENT RENTAL AGREEMENT

Name:
Mailing Address: Telephone:
Cell Phone:
Land Location: Email:
Equipment Rented: Rental Rate:
Rental Date(s): Anticipated Acres:
Additional Notes:

EQUIPMENT RENTAL AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement")
VirDen Ag & Parts Ltd. Including its directors, officers, employees, representatives and affiliated businesses (all of whom are hereinafter referred to as "the Releasees".
In this Release Agreement, the term "Equipment Rental" shall include all services provided by the Releasees and shall include, but is not limited to: equipment rental, loading, unloading, and any other related services in any way connected with or related to the rental of VirDen Ag & Parts Ltd. equipment.

Rental Terms and Conditions

- Upon signing this agreement, I accept full responsibility for the equipment rented "the Equipment" and agree to pay for any damage to the Equipment outside of normal wear including damage caused by misuse or renter's neglect, replacement of the Equipment at full retail value if damaged beyond repair, or not returned by the agreed date. I agree to report any problems, mechanical or otherwise as soon as possible and upon return of the Equipment. Tires/ tracks are the responsibility of the renter unless other arrangements have been noted on this agreement.
• I acknowledge that my rental charge is determined by the total time the Equipment is in my possession (pick up to drop off), not the amount of time the Equipment was in use. Late fees as set out in the "Schedule of Fees" included in this agreement may be charged at the discretion of the Releasees.
• Should the Equipment be returned after business hours, I acknowledge the Equipment remains my responsibility until regular business hours resume and the unit has been inspected.
• A valid Driver's License is required for all rentals.
• A valid Credit Card is required for all rentals. An authorization equal to one day's rental will be placed at the time of rental and released once the rental item is returned, inspected, and found to be undamaged and in good working condition, and all applicable rental fees have been paid in full. The following charges may be placed against the credit card on file if applicable; rental fees, late fees, cleaning fee, fuel, damage, cost of replacement. Rental fees are payable upon receipt unless an approved credit application is on file.
• The Equipment may only be used by myself for my own use, no subletting is permitted under this agreement.
• I acknowledge my responsibility to properly maintain the Equipment at my own cost and expense while it is in my possession according to the maintenance schedule which has been communicated to me. I agree to ensure the Equipment is properly cleaned prior to its return. Should the unit require cleaning following my rental, I agree to pay the cleaning fees set out in the "Schedule of Fees" included in this agreement.
• I acknowledge my responsibility to use appropriate safety equipment, personal protective equipment and follow proper operating instructions.
• The Equipment will be provided to me full of fuel (when applicable). I acknowledge my requirement to return the Equipment full of fuel as it was received. Should the Equipment be returned without fuel, the total cost of fueling will be charged to the credit card on file.

Schedule of Fees

Table with 3 columns: Fee Type, Rate, and Additional Info. Includes Delivery/Pick up, Cleaning Fee, and Late Fee details.

I acknowledge that this agreement will commence upon date of signing and will expire upon my return of the rented equipment, or upon signing of an updated agreement, whichever comes first. By signing this agreement, I acknowledge and agree to be bound by the terms set out above.

Signature Date

**Assumption of Risks**

I am aware that the use of this Equipment involves risks, dangers and hazards, some of which are foreseeable, but others are not; including but not limited to mechanical failure of equipment; changing weather conditions; travel on highways and gravel roads; and collisions with wildlife and motor vehicles. Hazardous conditions may occur in the use of the equipment and may be caused by but not limited to natural forces or people. I agree to use appropriate personal protective equipment including but not limited to safety glasses, protective footwear, gloves, and ear protection, as necessary and that the use of such safety equipment is solely my responsibility.

I acknowledge and accept that I am responsible for predicting whether conditions are safe for the use of the Equipment or whether an accident may occur. These may include, but are not limited to: human error, failure to forecast or recognize a hazardous situation, negligence of others and NEGLIGENCE ON THE PART OF THE RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS, OR THEIR EMPLOYEES, AND CONTRACTORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS AS A RESULT OF MY USE OF THE EQUIPMENT. I nevertheless freely and voluntarily assume all the aforesaid risks and hazards and my use of the Equipment shall be entirely at my own risk.

I state that to the best of my knowledge I have no medical, physical or mental health conditions that would hinder or prevent my safe use of the Equipment.

*I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THIS EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.*

\_\_\_\_\_  
*Signature* \_\_\_\_\_  
*Date*

**Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of the RELEASEES agreeing to rent me Equipment and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. That I, my heirs, executors, administrators, successors and assigns do hereby release the Releasees from all liability for any loss, damage, expense or injury, including death, and do hereby waive as against Releasees all recourse, proceedings, demands, claims and causes of action of any kind whatsoever, whether in law or in equity, in respect of all personal injuries or property losses which I may suffer arising out of, or in connection with, my Use of the Equipment, notwithstanding that such injuries or losses may have been caused solely by the negligence of the Releasees.
2. To Hold Harmless and Indemnify the Releasees for any and all liability for any property damage, loss or personal injury to any third party resulting from my use of the Equipment.
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Manitoba and no other jurisdiction and any litigation involving the parties to this Release Agreement shall be brought solely within Manitoba and shall be within the exclusive jurisdiction of the Courts of that province; and,
5. I have carefully read and fully understand this Release Agreement, and that I am freely and voluntarily executing the same. In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of my use of the Equipment, other than what is set forth in this Release Agreement.

*I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.*

\_\_\_\_\_  
*Signature* \_\_\_\_\_  
*Date*

**Farm Use Certificate**

I hereby certify that the goods shown on this agreement are farm implements, farm machinery or repair parts therefor, and will be used principally for farming.

\_\_\_\_\_  
*Signature* \_\_\_\_\_  
*Land Description*