



Division of Westshore Lawn and Garden Inc.

1. Parties

This Rental Agreement (the "Agreement") is entered into between Westshore Lawn and Garden Care Inc., operating as Victoria Trailer Rentals (the "Company"), and the undersigned customer (the "Renter").

2. Rental Equipment, Rates, Location, Duration

2.1 Rental Equipment

The Company rents to the Renter the following dump trailer (the "Trailer"), subject to the terms and conditions set out in this Agreement.

Table with 2 columns: Field (Trailer Make, Model, Year, VIN, Registration Number) and Value (Southland Trailers)

Table with 2 columns: Option (o) and Description (6 x 12 Dump Trailer - GVWR 15,400 lbs, 7 x 14 Dump Trailer - GVWR 15,400 lbs)

2.2 Rental Location

The designated rental location for pickup and return of the Trailer is: 129 Burnett Avenue, Victoria, British Columbia, V9B 4P6 (the "Rental Location")

2.3 Rental Period

The rental period for the Trailer is as follows:

Date & Time Out: \_\_\_\_\_

Date & Time Scheduled for Return: \_\_\_\_\_

Total Scheduled Rental Time: \_\_\_\_\_

2.4 Rental Rates:

The following rental rates apply to this Agreement:

- Hourly Rate (if applicable): \$\_\_\_\_\_ per hour
Daily Rate: \$\_\_\_\_\_ per 24-hour period
Additional hourly charges beyond a full day: \$\_\_\_\_\_ per hour

After two (2) hours, the Daily Rate shall apply.

The Renter acknowledges that rental charges are based on time out, not time used, and that failure to return the Trailer by the

scheduled return date and time will result in late charges, additional daily rental charges, and recovery fees, as applicable and set out in this Agreement.

3. Condition, Inspection, and Maintenance

3.1 Commercial Inspection

The Trailer is commercially maintained and has passed its most recent Commercial Vehicle Inspection (CVIP), as required under British Columbia law.

3.2 Condition at Delivery

The Renter represents, warrants, and agrees that:

- (a) The Renter's full legal name, home address, and signature on the last page of this Agreement are true, correct, and accurate;
(b) prior to departure, the Company and the Renter shall complete a Pre-Departure Inspection Report, appended hereto as Schedule "A", which shall document the condition of the Trailer, including any existing physical damage, defects, or deficiencies;
(c) the Trailer was provided in good working order, subject only to the conditions noted in the Pre-Departure Inspection Report;
(d) all required safety equipment (including lights, safety chains, coupler, brakes, and breakaway system where applicable) was present and functional at the time of hand-off;
(e) the Renter reviewed and accepted the Trailer's condition prior to departure; and
(f) The Pre-Departure Inspection Report forms part of this Agreement.

3.3 Ongoing Inspection Obligation

The Renter agrees to visually inspect the Trailer in accordance with Section 5.2:

- (a) before each use;
(b) after any disconnection or reconnection; and
(c) immediately upon noticing any abnormal condition.

If any defect or unsafe condition is observed with the Trailer, use of the Trailer must cease immediately, and the Company must be notified promptly

4. Towing Vehicle Suitability (Critical Clause)

4.1 Renter Responsibility

The Renter acknowledges and agrees that the Company does not determine or verify the suitability of the Renter's towing vehicle once

the Trailer leaves the Company's possession. The Renter is solely responsible for ensuring that the towing vehicle:

- (a) is manufacturer-rated to tow the Trailer when loaded;
- (b) complies with the towing vehicle's GVWR, axle ratings, GCWR (if applicable), hitch rating, and braking capacity;
- (c) is equipped with a properly functioning brake controller where the Trailer is braked; and
- (d) remains compliant with all applicable provisions of the British Columbia Motor Vehicle Act, Motor Vehicle Act Regulations, and CVSE enforcement standards at all times.

#### 4.2 No Representation

The Company makes no representation or warranty that any particular towing vehicle is suitable for the Trailer once loaded.

### 5. Connection, Disconnection, and Reconnection

#### 5.1 Initial Connection

At the time of pickup, the Company will verify:

- (a) correct ball size (2" 5/16" ball size);
- (b) proper coupler engagement and safety pin;
- (c) safety chains crossed and attached;
- (d) breakaway switch connected; and
- (e) trailer lights and brakes are operational.

#### 5.2 Renter Control After Release

Notwithstanding Section 5.1, once the Trailer is attached to the Renter's towing vehicle, the Renter assumes sole responsibility for:

- (a) any disconnection and reconnection of the Trailer;
- (b) ensuring the coupler is fully engaged and secured;
- (c) attachment of safety chains and breakaway device; and
- (d) verification of lights and brakes after reconnection.

#### 5.3 Prohibition on Improper Operation

Operating the Trailer without a properly secured coupler, safety chains, or breakaway system constitutes a material breach of this Agreement.

In addition, each of the following acts or omissions shall constitute a material breach of this Agreement:

- (a) removal or transportation of the Trailer off Vancouver Island without the prior written consent of the Company;
- (b) unintentional detachment of the Trailer from the towing vehicle, loss of control of the Trailer, or unintentional separation of the Trailer from the towing vehicle for any reason;
- (c) any damage to the Trailer occurring while the Trailer is parked, stored, unattended, or otherwise not in motion;
- (d) failure to return the Trailer by the agreed return date and time, or failure to return the Trailer upon demand;
- (e) any illegal, unsafe, reckless, or negligent use or operation of the Trailer;
- (f) operation of the Trailer while overloaded, improperly loaded, or improperly secured;
- (g) operation of the Trailer following improper or incomplete reconnection to a towing vehicle;
- (h) use or operation of the Trailer by any person other than the authorized Renter, or by any driver not expressly approved by the Company;
- (i) subleasing, lending, assigning, or permitting use of the Trailer by any third party without the prior written consent of the Company;
- (j) transportation, storage, or hauling of any Prohibited Materials, as defined in this Agreement; and
- (k) failure to maintain a valid, pre-authorized credit card on file, including any failed re-authorization, declined transaction, or cancellation of the authorized security amount.

#### 5.4 Remedies

Upon the occurrence of any material breach, the Company may, at its sole discretion and with or without notice where permitted by law:

- (a) immediately terminate this Agreement;
- (b) require the immediate return of the Trailer;
- (c) recover possession of the Trailer;
- (d) charge the Renter all resulting costs, damages, and recovery expenses;
- (e) pursue all other available remedies for any material breach thereof.

### 6. Loading and Operation

#### 6.1 Loading Responsibility

The Company does not participate in or supervise the loading of the Trailer. The Renter is solely responsible for:

- (a) load weight and distribution;
- (b) ensuring the Trailer is not loaded beyond its GVWR;

- (c) compliance with axle limits and securement requirements.

- (f) any material that, in the reasonable judgment of the Company, is likely to damage the Trailer or render it unsafe or unusable.

## 6.2 On-Road Use

The Trailer may only be operated on public roadways in compliance with all applicable laws and regulations of British Columbia.

## 7. Material Breaches

### 7.1 Prohibited Uses

Use of the Trailer is prohibited in the following circumstances and constitutes a material breach of this Agreement:

- (a) illegal or unsafe use;
- (b) operation while overloaded or improperly secured;
- (c) operation after improper reconnection;
- (d) use by unauthorized drivers not approved by the Company;
- (e) subleasing or lending without written consent of the Company; and
- (f) removal of the Trailer from Vancouver Island without the prior written consent of the Company.

If at any time the Company determines that the Renter has engaged in unsafe, hazardous, prohibited, or otherwise unacceptable use of the Trailer, the Company may notify the Renter that this Agreement is terminated immediately.

Upon termination, the Renter shall return the Trailer to the Return Location immediately.

If termination occurs due to unsafe, hazardous, prohibited, or unacceptable use, any security deposit shall be forfeited to the Company.

The determination of whether conduct is unsafe, hazardous, prohibited, or unacceptable shall be made solely at the discretion of the Company.

### 7.1 Restricted and Prohibited Materials

The Trailer is not designed for, and shall not be used to transport, materials, including, but not limited to, (collectively, the "Prohibited Materials"):

- (a) blast rock, shot rock, or quarry rock;
- (b) materials with jagged, angular, or sharp edges that may gouge, puncture, or damage the Trailer bed or structure;
- (c) concrete, cement, grout, mortar, or similar materials in liquid, semi-liquid, or curing form;
- (d) asphalt, tar, epoxy, or any material that may harden, adhere to, or chemically bond to the Trailer;
- (e) hazardous, corrosive, or contaminated materials; and

Use of the Trailer to transport Prohibited Materials constitutes a material breach of this Agreement.

## 8. No Warranty

The Company warrants that the Trailer is maintained in a commercially reasonable manner and inspected in accordance with British Columbia law. Except as expressly stated above, there are no additional warranties, express or implied, including warranties of fitness for a particular purpose.

### 8.1 Condition Upon Return

The Trailer shall be returned in the same condition as delivered, ordinary wear and tear excepted, and free of debris, materials, and waste, including Prohibited Materials.

### 8.2 Cleaning Fee and Loss of Use

The Trailer shall be returned in a reasonably clean condition, free of excessive dirt, debris, construction materials, soil, concrete residue, waste, or other contaminants.

If the Trailer is returned in a condition requiring cleaning beyond normal wear and tear, the Company may charge the Renter a flat cleaning fee as follows:

- Standard Cleaning Fee: \$150
- Excessive Cleaning Fee (including hardened material, concrete, asphalt, or bio-contaminants): \$400

The determination of whether cleaning is required, and whether the Standard Cleaning Fee or Excessive Cleaning Fee applies, shall be made at the sole discretion of the Company.

Where cleaning, remediation, or repair renders the Trailer unavailable for rent, the Renter shall also be responsible for a loss of use charge equal to the Trailer's daily rental rate for each full or partial day the Trailer is unavailable due to such cleaning, remediation, or repair.

The Renter expressly authorizes the Company to charge the Renter's credit card on file, including drawing against any pre-authorized security amount, for all cleaning fees, loss of use charges, and any associated costs, whether anticipated or incurred, without further notice. All such charges shall be immediately due and payable.

### 8.3 Designated Return Location

The Trailer shall be returned to the Rental Location during normal business hours, unless otherwise authorized in writing by the Company.

## 9. Limitation of Liability

### 9.1 Scope

To the fullest extent permitted by law, the Company shall not be liable for:

- (a) indirect, consequential, incidental, or special damages;
- (b) loss arising from Renter misuse, improper loading, or improper reconnection;
- (c) fines, penalties, or enforcement actions arising from the operation of the Trailer.

### 9.2 Preservation of Negligence Liability

Nothing in this Agreement limits liability for losses caused by the Company's own proven negligence or wilful misconduct.

## 10. Indemnity

The Renter agrees to indemnify, defend, and hold harmless the Company from and against all claims, damages, losses, liabilities, costs, fines, penalties, towing charges, storage fees, recovery costs, legal expenses (including those arising from injury or death and legal fees on a solicitor-client basis) resulting from:

- (a) use or operation of the Trailer;
- (b) loading, unloading, or reconnection of the Trailer;
- (c) detachment or loss of control of the Trailer;
- (d) damage occurring while the Trailer is parked, stored, or otherwise not in motion;
- (e) late returns, failure to return, or all costs related to recovery of the Trailer from third-party locations, impound yards, or tow facilities;

except to the extent caused by the Company's proven negligence.

## 11. Insurance

The Company maintains commercial liability insurance with limits of not less than \$5,000,000. The Renter is responsible for maintaining appropriate insurance coverage for the towing vehicle and its operation.

## 12. Damage, Loss, and Charges

The Renter is responsible for all damage to, loss of, and charges related to loss and damage of the Trailer during the rental period, regardless of cause, including loss due to seizure or enforcement action.

## 13. After-Hours Returns Prohibited

After-hours drop-offs of the Trailer are strictly prohibited. The Trailer must be returned only during the Company's published business hours and only in accordance with the return procedures provided to the Renter.

Any attempt to return, drop off, park, abandon, or leave the Trailer outside of business hours shall be deemed a failure to return the Trailer and shall constitute a material breach of this Agreement.

In the event of an unauthorized after-hours return, the Company may, without limitation:

- (a) continue charging rental fees until the Trailer is physically inspected and formally checked in during business hours;
- (b) assess recovery, inspection, handling, and administrative fees associated with locating, securing, inspecting, or repositioning the Trailer;
- (c) apply additional charges for any damage, loss of use, theft, or vandalism occurring prior to formal check-in; and
- (d) apply all charges automatically to the Renter's pre-authorized credit card on file, including drawing against any security deposit.

All rental charges, fees, penalties, and damages arising from an unauthorized after-hours return shall be immediately due and payable and may be charged without further notice to the Renter's authorized payment method.

## 14. Geographic Restriction, Return, and Recovery Costs

### 14.1 Geographic Restriction

The Renter agrees that the Trailer shall remain on Vancouver Island at all times during the rental period unless the Company provides prior written consent. Transportation of the Trailer to the British Columbia mainland or any other location outside Vancouver Island without prior written consent of the Company constitutes a material breach of this Agreement.

### 14.2 Unauthorized Removal and Recovery

The Renter agrees that if the Trailer is removed from Vancouver Island without authorization, the Company may, at its sole discretion, confirm the material breach and:

- (a) immediately terminate the rental;
- (b) recover possession of the Trailer wherever located; and
- (c) charge the Renter for all costs associated with timely recovery, including, but not limited to, travel time, fuel, ferry fares, flights, accommodations, meals, tolls, and administrative costs.

### 14.3 Recovery Labour Rate

The Renter agrees that recovery labour shall be billed at \$1,200.00 for the first 8 hours and \$150.00 per hour thereafter, calculated from the time the Company departs its place of business to recover the Trailer until the time the Trailer is returned to the Company's Rental Location.

### 14.4 Flight, Ferry and Transportation Costs

The Renter agrees that all flight, ferry fares and related transportation costs incurred in recovering the Trailer, including

vehicle and passenger fares to and from the British Columbia mainland, are the sole responsibility of the Renter.

#### 14.5 Return and Late Charges

The Renter agrees that all trailer rentals are based on 24-hour rental periods from the time of pickup and late returns shall incur the following charges:

- (a) Up to 2 hours late: \$50 per hour; and
- (b) Greater than 2 hours late an additional daily rental rate.

Late return charges are in addition to any recovery or enforcement costs.

#### 14.6 Security, Set-Off, and Re-Authorization

The Renter agrees that the Company may apply any deposits or credit card authorizations toward unpaid charges, damages, recovery costs, or other amounts owing.

The Renter agrees that if the rental period is extended, whether with or without prior authorization, the Renter hereby expressly authorizes the Company to re-authorize or increase the credit card authorization to an amount estimated to cover additional rental time, damages, and potential recovery costs.

#### 15. General Provisions

##### (a) Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

##### (b) Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, negotiations, representations, warranties, or understandings, whether written or oral, relating to the subject matter hereof.

##### (c) Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both parties.

##### (d) Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, such provision shall be severed and the remaining provisions shall continue in full force and effect.

##### (e) Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default. Any waiver must be in writing to be effective.

##### (f) Assignment

The Renter may not assign, transfer, sublicense, or otherwise dispose of this Agreement or any rights or

obligations hereunder without the prior written consent of the Company.

##### (g) Force Majeure

The Company shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, weather conditions, road closures, mechanical failure, governmental actions, or emergencies.

##### (h) Independent Contractor

Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or fiduciary relationship between the parties.

##### (i) Headings

Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

##### (j) Counterparts and Electronic Execution

This Agreement may be executed in counterparts and delivered electronically, each of which shall be deemed an original and all of which together shall constitute one agreement.

##### (k) Survival

All provisions which by their nature should survive termination or expiry of this Agreement, including but not limited to payment obligations, loss of use charges, damage liability, indemnities, recovery costs, and credit card authorizations, shall survive termination or expiration.

##### (l) Time Is of the Essence

Time is of the essence with respect to all obligations of the Renter under this Agreement.

#### 16. Acknowledgement

By signing below, the Renter acknowledges that they have read, understood, and agreed to all terms of this Agreement and understand the risks associated with towing and operating a dump trailer.

Renter Signature: \_\_\_\_\_

Renter Name: \_\_\_\_\_

Renter Home Address: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Company Representative

Date: \_\_\_\_\_