

GENERAL CONDITIONS ON RENTALS

1. This rental shall be for a period of 30 days, unless otherwise stated, and will be renewed upon its expiration on the same terms and conditions for a further 30 days unless the RENTOR gives WESTCAN ACS, a division of Helix ACI, Inc. (herein called WESTCAN ACS) written notice to arrive at least 7 working days prior to expiration of such original term. Thereafter this contract will be renewed on the same terms and the RENTOR agrees to rent from WESTCAN ACS the equipment described on the reverse side hereof. Upon completion of the above terms, this agreement will be immediately cancelled when the aforementioned equipment is safely returned to the WESTCAN ACS RENTAL office in undamaged condition.
2. The RENTAL CHARGES as set out on the reverse side shall be paid by the RENTOR in advance or invoiced to the customers with established credit accounts in good standing at the discretion of WESTCAN ACS. Terms are net 15.
3. The RENTOR will protect the equipment from the elements and will maintain the equipment, and insignia or identification furnished by WESTCAN ACS and will not remove any such insignia or identification. The RENTOR agrees to notify WESTCAN ACS of any misuse, accident, or malfunction of the equipment.
4. The RENTOR will not use, operate, maintain or store equipment rented hereunder improperly, carelessly or in violation of this agreement or any applicable regulatory bodies and laws whatsoever.
5. The RENTOR assumes all risks and liability for the equipment rented hereunder and for use, operation, delivery, transportation or storage thereof and for any liability to any person or any damage to property howsoever arising from the use of the equipment and shall indemnify WESTCAN ACS for any loss, damage, claim, suit, debt or liability as a result thereof.
6. The RENTOR shall be responsible for the loss, theft, destruction or damage of the equipment and agrees to pay WESTCAN ACS the full replacement value of the equipment or any accessories.
7. The RENTOR agrees by his/her acceptance of the equipment that such equipment is in good operating order and condition.
8. Should the RENTOR default in any of the covenants hereunder, WESTCAN ACS may take possession of the equipment and may without notice or demand and without legal process, enter upon the premises where the equipment may be and may remove same without prejudice to WESTCAN ACS rights to claim arrears of rental and damages.
9. Title to the equipment rented herein shall at all times remain vested in WESTCAN ACS and nothing herein contained shall give or convey to the RENTOR any right, title or interest and to the equipment rented hereunder except as RENTOR.
10. WESTCAN ACS shall not be responsible for any loss, damage, inconvenience or consequential damages suffered by the RENTOR arising out of any error of WESTCAN ACS, its employees or agents in receiving, transmitting or failing to transmit any message in the course of providing the communications services for which the equipment is rented. In the event of any malfunction of the RENTOR's equipment, he/she is to notify WESTCAN ACS immediately and arrangements will be made to replace or repair said equipment. WESTCAN ACS will not be obliged to pick up and deliver replacement equipment.
11. WESTCAN ACS may within 30 days of the expiry date of this rental, give written notice to the RENTOR of its intention to invoke a rental charge increase and thereafter the new rental charge will apply at the commencement of the new term, unless the RENTOR gives to WESTCAN ACS written notice of cancellation at least 7 working days prior to expiration of such term. This agreement shall not be assigned or transferred without the written consent of WESTCAN ACS, which shall not be unreasonably withheld.
12. If the RENTOR becomes insolvent or makes an assignment for the benefit of creditors, or if any proceeding is instituted by or against the RENTOR:
 - (a) for the appointment of a Trustee, receiver or liquidation with respect to his property; or,
 - (b) under any Federal or Provincial Bankruptcy laws for relief of debtors or if this agreement between WESTCAN ACS and the RENTOR is terminated for any reason or if the RENTOR defaults in payment to WESTCAN ACS under this agreement, WESTCAN ACS shall have the right to terminate this agreement immediately and without notice and the RENTOR shall return the equipment forthwith.
13. Equipment rented under this contract which is licensable by Industry Canada for transmission by private and commercial users. Licensed frequencies must be provided by the RENTOR for installation in all radio equipment prior to delivery. If the RENTOR does not have a valid radio license, WESTCAN ACS may provide and install licensed frequencies, in the radio equipment provided under this contract for exclusive use in this equipment only. WESTCAN ACS may at their discretion levy LICENSE FEES payable in addition to the rental charges. WESTCAN ACS shall not be held responsible for channel congestion or interference by others while the RENTOR is using the equipment in accordance with prescribed Industry Canada operating procedures.