

4552 Cumberland Rd.
PO Box 3629, Courtenay, BC V9N 6Z8
Telephone: (250)-336-2412
Fax: (250)-336-8836



U Cart – ReadyMix / U Cart Gravel Trailer Agreement

Between: Hyland Precast Inc.

AND

Last Name:	First Name:	Initial:	Phone:
Street:	City:	Prov.	Postal Code:
Driver's License:	Email:	Birthday (m/d/y):	

The following is Terms and conditions of this rental

The undersigned (hereinafter referred to as the customer) hereby assumes all responsibility for any and all damages or loss to said equipment; and agrees to pay the full cost of all repairs if it is in any way rendered out of service, whether this occurred through but not limited to accident, neglect or misuse. In case of loss or damage of equipment or loss of possession thereof or inability to return same to Hyland Precast Inc (hereinafter referred to as the company), the customer agrees to pay Hyland Precast Inc the complete and full value of the equipment. In the alternative the customer may elect of buy the damaged equipment at full replacement value.

The customer acknowledges that he or she has inspected the equipment and finds it in good working order. The Customer declares to have examined the hitch, safety chain and all connections of said rented equipment to motor vehicle and to have received it in a secure condition. Customer agrees to return the equipment in as good condition as recieved, normal wear and tear excepted.

The customer hereby absolves Hyland Precast Inc. and its owner of any responsibility or obligation in the event of accident, regardless of causes or consequences and that any cost, claims, court or attorney fee's or liability resulting from the use of described equipment will be indemnified by the customer regardless against whom the claimant or claimants institute action.

HOLD HARMLESS – The Customer shall indemnify and hold harmless the company for all claims which may arise as a result of the use or possession of the named equipment during the period of the agreement.

INSURANCE: The customer at his own expense shall purchase adequate insurance to protect the company against personal liability for damage which may occur as a result of the use or possession of the named equipment during the period of the agreement.

The customer agrees that all charges will be paid in advance of the described equipment and that all collection fees, attorney's fees, court costs and other expense invoiced in the collection of rental charges will be borne by the customer.

CLEANING- The customer agrees to return equipment (Ucart) in clean condition. Customer agrees to wash out any unused concrete prior of return to Hyland Precast Inc.

Hyland Precast Inc. shall not be held responsible for any damage of injury to customer or customer's vehicle while on the property of Hyland Precast Inc.

I confirm that I have read and understand the terms and conditions agreement prior to signing it and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators assigns and representatives may have against the company. I voluntarily agree to the terms of this agreement.

X _____
SIGNATURE

PRINT NAME