

GENERAL CONDITIONS

THE RENTAL PERIOD: The rental period starts on and includes the day of delivery of the Equipment to the Renter or the Renter's agent, including any public carrier taking same for transit to the Renter. The rental period ends on and includes the day of actual return of the Equipment to the Owner, another Renter of the Owner or an agent of either, including any public carrier taking same for transit to the Owner or such other Renter. At the end of the rental period the Renter must obtain and the Owner shall provide an Off Rent Number, failing which the rental period shall continue.

INSPECTION: Before the Equipment is delivered to the Renter, the Renter is encouraged to inspect the Equipment. If the Renter does not inspect the Equipment before it is delivered, the Renter is deemed to have accepted that the Equipment is in good condition and running order, without broken or worn out parts, and in clean and unmarred condition.

MAINTENANCE, OPERATIONS AND REPAIRS: The Renter is responsible for the Equipment until it has been returned to the Owner's yard. The Renter shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment. The Renter shall ensure that the Equipment is not subjected to careless or needless rough usage. The Renter shall maintain and ultimately return to the Owner the Equipment, its tools and accessories in good repair and running order. The Renter shall during the term of this Rental Contract, pay the cost of all fuel and lubricants required to operate the Equipment; all repairs required to be made to the Equipment in order to keep it in good repair and running order and replacing broken or worn out parts. In addition, the maintenance of tires and tubes on all Equipment so equipped is the responsibility of the Renter. Repairs to and or replacement of, tires and tubes will be charged to the Renter, as will any service calls to the location of the Equipment if the Equipment is not brought into the Owner's yard. No allowance will be made for any downtime or inconvenience caused to the Renter by failure of any tires, tubes, wheels and/or associated Equipment.

DAMAGE TO EQUIPMENT: The Renter shall indemnify the Owner against all loss and damage to the Equipment during the rental period and the appraisal for any such loss or damage shall be based on the replacement cost of the Equipment without deduction for depreciation.

INSURANCE: The Renter shall provide the Owner with a certificate of insurance covering the replacement cost of the Equipment without deduction for depreciation that shall be kept in effect for the entire rental period.

LIABILITY OF RENTER: The Renter shall indemnify the Owner against all loss, expenses, penalties, damages and legal costs which the Owner may suffer or may be required to pay for personal injuries (including death) and/or property damages suffered by any person by reason of the Equipment or the operation, handling, transportation or use thereof by or while in possession of the Renter or its employees, agents or carriers. The Renter shall maintain at the Renter's own expense, public liability and all risk property insurance in adequate amounts to fully cover this indemnity. The Renter hereby renounces all claims which it may have against the Owner for any loss or damage which it may suffer, either directly or indirectly, by reason of the condition of the Equipment or its suitability for the work it may be required to perform.

OWNERSHIP: Ownership to the Equipment shall at all times be and remain vested in the Owner and nothing contained in this Rental Contract shall be deemed to have the effect or conferring upon the Renter any right or title whatsoever in or to the Equipment, other than that of Renter. The Renter shall give the Owner immediate notice in case any of the Equipment being seized or from any cause becomes liable to seizure.

TERMINATION OF RENTAL CONTRACT: Should the Renter fail to make any payment for more than thirty (30) days after it becomes due, or becomes bankrupt, or fails to maintain, operate or return the Equipment as provided in this Rental Contract, or violates any other provision hereof the Owner may terminate this Rental Contract, re-take possession of the Equipment without becoming liable for trespass, and recover all rentals due, full damages for any injury to and all expenses incurred in obtaining the return of the Equipment.

SUBLETTING: None of the Equipment shall be sublet by the Renter, nor shall it assign or transfer any interest in this Rental Contract without the previous written consent of the Owner.

SUBROGATION: In the event of any loss or damage to the Equipment, the Owner will have the right of subrogation with respect to any right of the Renter to recover against any person, firm or corporation. The Renter will execute and deliver whatever documents are required and do whatever else is necessary to secure such rights. Renter will cooperate fully with Owner and or its insurers in the prosecution of those rights and will not do anything to prejudice Owner's rights with respect hereto.

NO OWNER WARRANTY: Owner makes no warranties, either express or implied, as to any matter whatsoever, including, without limitation, the condition of the Equipment, its merchantability or fitness for a particular purpose or the it is suited for Renter's intended use.

PAYMENT: The payments due under this Rental Contract shall be paid monthly, weekly or daily (as the case may be) in advance to the office of the Owner at the address designated on the reverse hereof. The rent for the rental period is payable before delivery of the Equipment to the Renter or its agent or carrier.

COVENANTS OF RENTER: The Renter acknowledges and agrees with the Owner that the Renter will pay to the Owner all amounts as set out in any Rental Contract entered into between the parties and that the Renter will pay the Owner's charges, rents, fees and disbursements for Equipment rentals within 30 days of receipt of each invoice

DEFAULT: The Renter acknowledges that if the Renter does not pay the outstanding balance of any account or invoice under the Rental Contract on the date that it is due, then the Renter will be in default under this Rental Contract and shall be liable for interest on the unpaid balance at a rate of 2% per month or 24% per year.

GENERAL SECURITY AGREEMENT: This Rental Contract constitutes a GUARANTEE OF PAYMENT by the Renter, which the Renter is supporting with a pledge of collateral security in the Renter's personal property. The Renter acknowledges that this Rental Contract constitutes a GENERAL SECURITY AGREEMENT within the meaning of the Personal Property Security Act of the Province of Ontario, as amended from time to time.

COLLECTION COSTS: The Renter further acknowledges and agrees as that interest will be charged on accounts that are outstanding after submitted to the Renter for payment at a rate of 2% per month or 24% per year calculated from the 30th day after submission of the account until the payment is made in full and in the event the Owner is required to retain the services of a lawyer or collection agency in an effort to recover any outstanding account, the Renter will be liable to pay all of the Owner's costs, fees, G.S.T. and expenses related to the same.

INDEPENDENT LEGAL ADVICE: The Renter acknowledges that the Renter has been advised that the Renter has the right to seek independent legal advice before signing this Rental Contract and in signing has signified that the Renter has either obtained such advice or waived such right.

BINDING EFFECT: The parties hereto acknowledge and agree that this Rental Contract will be enforced and binding against the parties, their heirs, executors, successors, directors and assigns, as the case may be. The Renter acknowledges that this Agreement is applicable to all contracts entered into by the Renter with the Owner, whether for rental, sales or service, and whether signed in the past, present or future. This Rental Contract attaches to and binds all subsequent rentals and contracts signed between the Renter and the Owner, regardless of whether or not a copy of this Rental Contract is included therein.