

A&B TOOL RENTALS LTD.

A&B Tool Rentals Ltd. Hereinafter referred to as the "Company" hereby rents to the person or persons referred to on the reverse side hereof, hereinafter referred to as the "Customer", certain equipment and the Customer agrees to pay as rental therefore the sum stated on the reverse hereof. The said property is rented on the following terms and conditions agreed to by the parties.

PERIOD OF RENTAL is as shown on reverse hereof.

RATE OF RENTAL is as shown on reverse hereof or as published in Company's current rental list.

SINGLE SHIFT: It is agreed that the said property is rented for a single shift of only 8 hours per day. If used more than one shift per day, the Customer agrees to pay one-half of the regular rate for each additional 8 hour shift during the day.

VALUE OF EQUIPMENT: It is agreed that the value of said equipment is the fair market value.

LOCATION OF USE: It is agreed that the said equipment shall be kept and maintained during the term of the agreement at location indicated on reverse hereof and the Customer agrees not to move the equipment from the location without the written consent of the Company.

COMPLIANCE WITH BY-LAWS: Customer agrees to comply with all By-laws, statutes and regulations in any way relating to the said equipment or its use and to indemnify the Company from any loss, costs, charges, damages and expenses arising from the breach or non-compliance with any such By-laws, statutes or regulations.

TRANSPORTATION: The rental price is F.O.B. the Company's warehouse and the Customer agrees to pay all transportation or cartage charges from and return to the Company's warehouse.

CARE: Customer agrees to properly protect all equipment from weather by suitable housing; to provide competent operators and return the equipment in as good condition as it was received, normal wear and tear accepted. The Company shall have access to said equipment at all times for inspection. The customer shall immediately report malfunction or failure of equipment, if and when it occurs to the Company, otherwise no adjustment will be made. The Customer shall provide for the equipment, at his expense, fuel, lubricants and filters, in accordance with recognized good machinery maintenance procedures.

INSURANCE: Customer agrees to provide necessary insurance coverage on equipment rented from the Company. The risk and liability for any injury or damage to said equipment from any source or cause whatsoever until the equipment is returned to the Company, shall be borne by the Customer, and the amount of such damage shall be paid to the Company by the Customer upon demand. Should the equipment be destroyed or cease to exist for any cause whatsoever during the term of this agreement, the Customer hereby agrees to pay the aforementioned valuation price to the Company on demand.

INDEMNITY: Customer agrees to indemnify the Company from all loss, charges, damages and expenses suffered by the Customer in respect of any injury (including death) to any person (including the Customer) or damage to any property (including property of the Customer) arising out of the use of the said equipment by the Customer or by any person or corporation during the term of this agreement.

REPAIRS: If the equipment becomes damaged during the term of this agreement, and repairs are necessary, the Customer hereby authorizes the Company to make such repair and agrees to pay the Company the bill of such repairs at the price prevailing for the work required. In case of damages so serious that it would not be practicable to repair the equipment, the Customer agrees to pay the valuation price hereinabove set, to the Company on demand. If the Company shall elect, any money paid by the Customer to the Company may be applied first on any handling charges or repair charges or any other charges, accruing under the terms of this contract, which the Company may have been obliged to advance or make, prior to applying such payments upon the amounts due for rents. Rubber tire or rubber track wear damages in excess of normal wear and tear is chargeable to the Customer. The Customer agrees to compensate the Company for the amount of the above stated rental rates for each day or week consumed while equipment is in the process of recovery or repair.

LOSS: In case of loss of the rental equipment, the Customer agrees to pay the Company the full new current replacement price thereof.

HITCH: The Customer declares to have examined the hitch, safety chain, and all connections of equipment to motor vehicle and to have received it in a secure condition.

COMPANY'S REPRESENTATION: The equipment covered by this agreement is represented to be in good running order but is expressly understood that the Company is in no way responsible for the engineering in connection with its use or the results accomplished by the equipment or accidents resulting from its use, and the Company does not represent to the Customer that such equipment is suitable or will be suitable for any particular type of work.

CANCELLATION: If the Customer fails to make payment of any installment of rent, as aforesaid for a period of ten (10) days, or becomes bankrupt or violates any provision of this agreement, or if the said equipment is levied upon or becomes liable to seizure, the Company may, at its option terminate this agreement without notice to the Customer, and may take possession of the said equipment without becoming liable for trespass and may recover all rental due hereunder and full damages for any injury to the said equipment and all expense incurred in retaking possession of the said equipment. In the event that the Company terminates this agreement pursuant to this clause, all rights of the Customer hereunder shall become null and void. In the event the Company takes any legal steps to enforce the terms of this contract, the Customer agrees to pay, in addition to the costs and disbursements provided by statute, all reasonable legal fees necessitated by such action. The Customer further agrees that the Company may terminate this rental agreement at any time and demand return of rented equipment and payment in full of all rentals owing. **EQUIPMENT NOT RETURNED UPON REQUEST WILL BE CONSIDERED THEFT.**

RENTAL AMOUNT is for time out – not time used: we charge seven days a week, including Sundays and Holidays unless otherwise specified. Monthly rates constitute 28 days or 4 weeks.

PAYMENT: Cash Customers – The Customer agrees that all charges for rental will be paid in advance or immediately upon return of rental equipment.
Account Customers – Terms are: net 30 days, Interest 2% on overdue accounts per month or 26.8% per annum.

IT IS AGREED THAT TIME IN THE PERFORMANCE OF EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT IS THE ESSENCE HEREOF.

VALIDITY: It is agreed that if any terms or condition of this agreement is held to be invalid or unenforceable, the validity or enforceability of the remaining terms and conditions shall not be affected thereby and the agreement shall be construed as if the offending term or condition had not formed a part thereof.

IT IS AGREED nothing contained in this agreement shall be construed as an agreement of purchase.

EQUIPMENT: This equipment referred to in this agreement consists of that recorded on the reverse side hereof and to other (additional) items of equipment that may be subsequently rented

SIGNATURES: It is acknowledged that faxed or emailed signatures are the equivalent of originals.

The Customer acknowledges that this contract constitutes the whole agreement between the parties and no representations or warranties have been made except as herein contained. No employee of the Company is authorized to alter the terms of this agreement in any way.
Company reserves the right to refuse acceptance of equipment returned in dirty or damaged condition and to continue rental charges until returned in acceptable state, and/or levy charges for reconditioning equipment improperly maintained by Customer.

DAMAGE WAIVER

If the DAMAGE WAIVER is available for the rented items, a charge will be listed in the Charge Summary of this agreement. If the customer signs the reservation or opening contract agreement and there is a charge for damage waiver indicated on the contract agreement, the customer will have accepted the DAMAGE WAIVER and then Customer shall have no responsibility for physical damage to the equipment EXCEPT for following for which Customer shall be responsible:

- A. The first \$250.00 of loss or damage from any cause other than those losses or damages set forth in paragraphs B, C, D, E, F, G, H and I below for which Customer shall be fully responsible and liable, with respect to each individual item of equipment;
- B. The first \$250.00 of loss or damage from any cause other than those losses or damages set forth in paragraphs A, C, D, E, F, G, H and I below for which Customer shall be fully responsible and liable, with respect to motor trucks, excluding fork lifts;
- C. Loss or damage resulting from overloading or exceeding the rated capacity of equipment;
- D. Loss or damage to motors or other electrical appliances or devices caused by artificial electrical current;
- E. Damage to tires and tubes caused by blowout, bruises, cuts, road hazards, or other causes inherent in the use of equipment;
- F. Loss or damage resulting from lack of lubrication or other normal services of equipment;
- G. Loss or damage due to theft, mysterious disappearance, or shortage disclosed on inventory;
- H. Loss or damage caused by infidelity of Customer, his employees, or persons to whom the equipment is entrusted;
- I. Use of the equipment in violation of any of the terms of this agreement;
- J. Customer further agrees that Company shall be subrogated for any recovery rights that Customer may have for damage to the equipment rented hereunder, in the form of insurance protection for such damage.

If Customer has insurance covering such loss or damages, Customer shall exercise all rights to him under said insurance, take all action necessary to process said claim, and Customer further agrees to assign said claim and pay any and all proceeds from such insurance to Company. Customer shall furnish name of his insurance agent, insurance company and complete information concerning insurance coverage carried. Company's waiver of claims against Customer as herein set forth is contingent upon Customer's prompt making of and submission to Company of copy of police report.

THERE ARE NO WARRANTIES OR MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED WHICH
EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.
E.&O.E. CHEQUES ISSUED HONESTLY.

THE CUSTOMER AGREES TO BE RESPONSIBLE FOR ALL NECESSARY PERMITS AND LICENSES AS REQUIRED.

NO CANCELLATION AFTER ITEMS ARE ORDERED