

EQUIPMENT RENTAL AND SERVICES

TERMS AND CONDITIONS

SEE REVERSE SIDE OF THIS RENTAL AGREEMENT WHICH PROVIDES OTHER IMPORTANT PROVISIONS - PLEASE READ IT.

By my signature I acknowledge I have read and I understand and agree to the particulars set out on this page, and each and all of the provisions appearing or referred to on the reverse side of this rental agreement as if they were printed above my signature, and I acknowledge the front and back pages hereof comprise the entire agreement affecting this rental and no other agreement or understanding of any nature concerning this rental agreement has been made or entered into. Pursuant to the requirements of the insurance underwriters of Ultimate Pro Services, by my signature, I acknowledge I have specifically read and I understand and agree to the sections of this rental agreement with respect to insurance and indemnity.

TERMS AND CONDITIONS. ADDITIONAL TERMS AND CONDITIONS APPEAR ON THE REVERSE SIDE HEREOF.

1. Return claims are to be made for shortages within 24 hours from time of delivery. 2. All charges are due upon receipt of invoice. 3. All shipments are f.o.b shipping branch.

I HEREBY ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THIS RENTAL AGREEMENT.

Customer Name (Print): _____ Customer Signature: _____

Title: _____ Date: _____

Company Representative Signature: _____ Date: _____

By this contract and in consideration of the statements on the reverse side and the following agreements, limitations and conditions, the Property Owner defined as Ultimate Pro Services leases unto the Renter defined being the Individual, business or corporation signing this lease, that certain property called equipment, described on the reverse side.

1. Terms- Unless otherwise provided on the reverse side, the terms of this contract regarding each piece of equipment start on the day of pick up by the Renter or their agent, or, if shipped, the day of shipment by the Property Owner to the Renter, and will end on the date of return by the Renter when the equipment is brought back to the Property Owner. One day equals 24 hours with a maximum 8 hours operation. 7 days equals 1 week which equals 168 hours with maximum 40 hours operation. 28 days equals 1 month which equals 672 hours with a maximum 160 hours operation. Where the minimum rental period is specified the Renter guarantees to pay the Property Owner the rate specified for the full term of the rental period unless otherwise agreed in the event of early return or early termination of the rental period.

2. Rent- The rent for every item of equipment shall be the amount designated on the reverse side plus applicable taxes and subject to the terms of section 29.

3. Payments- All rentals due under this contract shall be paid monthly, weekly, or daily, as the case may be depending on whether the equipment was rented on a monthly, weekly or per day basis, in advance to the office of the Property Owner. All overdue payments plus GST and applicable taxes are subject to interest. Interest shall be charged on any overdue amounts at the rate of 3% per month (36% per annum), compounded monthly, on all amounts past due over 30 days both before and after maturity, default, and judgment. And at any time during which the rental contract with the Renter may be terminated for non payment and the equipment picked up. The Renter agrees that all amounts owing under this agreement shall constitute a debt due and payable to the Property Owner and may be collected by any lawful means available.

4. Location- The equipment will be located in the province or territory and at the address designated by the Renter. During rental time the equipment cannot move from the province, territory or address without the permission of the Property Owner.

5. Use- The Renter shall comply with all laws relating to the use, operation or maintenance of the equipment. The Property Owner will be responsible for all maintenance of the equipment and it will be up to the Renter to inform the Property Owner of any maintenance needed on the equipment.

6. Acceptance- The Renter acknowledges that the equipment has been fully inspected and accepts that the equipment is in good condition and repair. The Renter acknowledges that they are familiar with the equipment and the operation of the equipment and have inspected and accepted that the equipment is in good operating condition.

7. Inspection- The Property Owner will be able to gain access to the address where the equipment is located at any time to do inspection or maintenance on the equipment or to see it in use and for monthly services. The Renter agrees to provide safe and reasonable access to the equipment for the purposes of inspection, servicing, maintenance, or repossession when requested by the Property Owner.

8. Loss, damages, repairs- The Renter will assume and shall bear the risk of loss and damage to the equipment from any and every cause whatsoever and shall keep the equipment maintained and in good repair, condition and working order. No loss or damage to the equipment or any part thereof shall impair any obligation of the Renter under this contract which shall continue in full force and effect. In the event of loss or damage of any kind by the Renter to any item of equipment, the Renter, at the option of the Property Owner, shall replace the equipment in the same good repair, condition and working order or alternatively replace damaged or lost equipment at today's new market value or repair the damaged equipment. The cost of such repairs will be the responsibility of the Renter with interest on the outstanding balance at the rate of 3% per month (36% per annum), compounded monthly for anything past due over 30 days.

9. Alterations- Without the prior written consent of the Property Owner, the Renter shall not make any alterations, additions, or improvements to the equipment in any way. All additions and improvements of any kind made to the equipment will belong to and become the property of the Property Owner.

10. Down time- Should the Property Owner suffer lost rentals or incur expenses as a result of the unavailability of equipment being repaired by the Property Owner due to damage or loss of the equipment arising during the term of this contract, then such lost rentals and expenses shall be the sole responsibility of the Renter who shall reimburse the Property Owner for all money owing.

11. Expense- During the term of the contract, the Renter shall, at the Renters expense, pay the cost of all fuel, oil, and lubricants required to operate and maintain the equipment and all repairs, replacement parts including labour charges required to be made to the equipment in order to keep it in good repair and maintained condition.

12. Surrender- Upon the expiration or early termination of this contract, the Renter shall return the equipment to the Property Owner in good repair, condition and working order. Ordinary wear and tear resulting from proper use will be tolerated. If the equipment is not returned in the condition required under this agreement, the Renter shall be responsible for all costs necessary to restore the equipment to its original operating condition.

13. Taxes and encumbrances- The Renter shall keep the equipment free and clear of all levies, liens, and encumbrances and shall pay all licence fees, registration fees, assessments, charges, taxes and encumbrances (municipal, provincial, territorial and federal) which may now or hereafter be imposed upon the ownership, renting, sale, possession or use of the equipment, including without limiting the generality of the foregoing any and all taxes at whatever rates are current.

14. Insurance- The customer must have \$2,000,000.00 in insurance coverage to rent from the Property Owner and must provide proof of insurance prior to rental and taking equipment off the Property Owner's property.

15. The Property Owner payment- In case of failure to procure or maintain insurance or to pay said fees, assessments, charges and taxes, all as specified, the Property Owner shall have the right, but shall not be obligated, to effect such insurance or pay said fees, assessments, charges and taxes as the case may be. In case money is owed back to the Property Owner, all amounts owing will be repayable to the Property Owner, and if payment plus GST and applicable taxes is not received interest of 3% per month (36% per annum), compounded monthly for anything past due over 30 days will incur.

16. Warranties- the Property Owner will not give any warranties and the responsibility will be placed on the Renter in full. It will be the Renters responsibility to care for the equipment and contact the Property Owner if any maintenance needs to be done.

17. Ownership- The equipment is and shall at all times be and remain the sole and exclusive personal property of the Property Owner and the Renter shall have no right, title or interest in the property except as expressly set forth in this contract.

18. Bankruptcy- Neither this contract nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy and Insolvency Act is commenced by or against the Renter, or if the Renter is adjudged insolvent, or if the Renter makes any assignment for the benefit of creditors, or if a writ of attachment or execution is levied on any item or items of the equipment and is not released or satisfied within 10 days thereafter, or if a receiver is appointed in any proceeding or action and given authority to take possession or control of any item or items of equipment, the Property Owner shall in its sole discretion have and may exercise any one or more of the remedies set forth herein, and this contract shall, at the option of the Property Owner, without notice, immediately terminate and shall not be treated as an asset of the customer from the date of the exercise of said option.

19. Personal property- The equipment is and shall at all times be and remain personal property notwithstanding that the equipment or any part thereof may now be or hereafter become in any matter added or attached to, or embedded in, or permanently resting upon real property or any building supplies, or attached in any way by means of cement, plaster, nails, bolts, screws or otherwise. The Renter acknowledges that any property of theirs that is attached to the Property Owner's equipment that is affixed or attached to any of the property will belong to the Property Owner and if any cleaning of the equipment is needed cleaning charges may apply.

20. Offset- The Renter waives any and all existing and future claims and offsets against any rent or other payments due and agrees to pay all rent and all amounts owing regardless of any offset or claim which may be asserted by the Renter or someone on their behalf.

21. Non waiver- No covenants or conditions of this contract can be waived except by written consent of the Property Owner.

22. Loading and unloading of equipment- The Renter is solely responsible for their own load and waives any right to make a complaint regarding anything to do with the load on their vehicle and or trailer. If the Property Owner is delivering equipment and or picking it up, the Renter will be responsible for paying all dues associated with the delivery and or pickup of the equipment. The Renter assumes all responsibility and liability for the loading, securing, transportation, and unloading of the equipment unless otherwise agreed to in writing by the Property Owner.

23. Liens- The customer acknowledges that the Property Owner has the right to file a lien under the appropriate legislation against the owner of the land where the equipment was used should rental payments plus GST and applicable taxes not be paid on time or are past due.

24. Disclosure- The Renter shall disclose fully and accurately the identity of the Renter and the address of those who will be using the equipment.

25. Acknowledgement- The Renter acknowledges and understands that the agreement contained herein is and shall become part of every rental agreement, oral or written, between the Renter and the Property Owner and will be retained by the Property Owner as evidence of such agreement for all other rentals by the Renter.

26. Proper law- This agreement shall be governed by and construed in accordance with the laws of the province or territory in which the equipment is delivered. The Renter waives the Limitation of Civil Rights Act of Saskatchewan or similar legislation.

27. Entire agreement- This instrument constitutes the entire agreement between the Property Owner and the Renter and it shall not be amended, altered or changed except by written agreement signed by both parties.

28. Time- Time is of the essence of this contract and each and all of its provisions.

29. Interest- On any amounts arising under the terms of this contract interest shall be charged at the rate of 3% per month (36% per annum), compounded monthly for anything past due over 30 days both before and after maturity, default and or judgment.

30. Who may operate the equipment- Only the Renter and or those working for the Renter have the right to operate the equipment and must be over 21 years of age and have had proper training and certification, must have a valid driver's licence if being used on roadways or as required by law, and must have a minimum of 3 years of driving experience.

31. Indemnification- The Renter agrees to indemnify, defend and hold harmless the Property Owner from and against any and all claims, damages, losses, liabilities, costs and expenses including legal fees arising out of or related to the possession, use, operation, transportation or storage of the equipment during the rental period, including but not limited to injury to persons, damage to property or violation of any law or regulation.

32. Right of repossession- If the Renter fails to comply with any term of this agreement including non payment, misuse of equipment or failure to return the equipment when required, the Property Owner shall have the right without notice to enter any premises where the equipment may be located and take possession of the equipment without being liable for trespass, damages or any other claim arising from such repossession.

33. Liability and damages- The Renter agrees that the Property Owner shall not be liable for any indirect, incidental, consequential or special damages including but not limited to loss of profits, business interruption or project delays arising from the use, failure or breakdown of the equipment during the rental period.

34. Failure to return equipment- If the Renter fails to return the equipment at the expiration or termination of the rental period, the Renter agrees that the rental shall automatically continue on a day to day basis at a rate up to three (3) times the standard daily rental rate until such time as the equipment is returned to the Property Owner. The Renter shall remain fully responsible for all loss, damage, theft, or destruction of the equipment during this time and the Property Owner shall retain all rights under this agreement including repossession and recovery of all costs associated with retrieval of the equipment including legal fees, transportation, recovery and collection costs.

35. Legal costs- In the event that the Property Owner must take any action to enforce the terms of this agreement or recover any equipment, money or damages arising from this contract, the Renter agrees to pay all costs associated with such action including but not limited to legal fees, court costs, collection agency fees, repossession costs, transportation costs and any other expenses reasonably incurred by the Property Owner in enforcing this agreement.

36. Damage waiver option- At the discretion of the Property Owner, the Renter may be offered a damage waiver for an additional fee. The damage waiver, if purchased, may reduce the Renters financial responsibility for certain accidental damages to the equipment during normal use, subject to the terms specified by the Property Owner. The damage waiver does not cover theft, misuse, neglect, abuse, overloading, improper transportation, operation by unauthorized persons, or use of the equipment in violation of this agreement, and does not replace the Renters obligation to maintain insurance as required under this contract.

37. Assumption of risk- The Renter acknowledges that the use and operation of the equipment involves inherent risks including but not limited to injury, death, property damage, and other hazards. The Renter voluntarily assumes all such risks associated with the use, operation, transportation, and possession of the equipment and agrees that the Property Owner shall not be liable for any injury, death, loss, or damage arising from the use or operation of the equipment during the rental period.

38. Title and access to equipment- The Renter acknowledges that the equipment remains the sole property of the Property Owner at all times. The Renter shall ensure that the Property Owner has full and unobstructed access to the equipment at all reasonable times. The Renter agrees to notify any landowner, contractor, or third party where the equipment is located that the equipment is rented and owned by the Property Owner. The Renter further agrees that the Property Owner may enter any property where the equipment is located for the purposes of inspection, maintenance, or recovery of the equipment without interference. The Renter shall indemnify the Property Owner against any claims or damages arising from denial of access to the equipment.

39. No verbal representations- The Renter acknowledges that no representations, statements, or promises other than those contained in this written agreement have been made by the Property Owner or relied upon by the Renter. The Renter agrees that this written agreement shall prevail over any prior verbal discussions or representations.

40. Understanding of agreement- The Renter acknowledges that they have read this agreement in full, understand its terms and conditions, and have had the opportunity to seek independent advice before signing. The Renter further acknowledges that by signing this agreement they agree to be bound by all of its terms and conditions.