

(Parkland Equipment Rentals Ltd. GST # 701242729RT0001) 780-962-5555

1. Parkland Equipment Rentals Ltd. ("Lessor") hereby leases to Lessee the equipment identified on reverse side. ("Equipment") for the term and with the rental payments set out. Rental payments ("Payments") shall be made out to Lessor at the address on the reverse side. The equipment shall be transported to and from the Lessor's place of business during the rental term at Lessee's expense. Lessee also agrees to pay any additional charges noted above upon or before receiving the Equipment from the Lessor. It is contemplated that the Equipment will be operated for not more than eight (8) hours in any one day, not more than forty (40) hours in any one week, and for not more than one hundred sixty (160) hours in any one month. Lessee hereby agrees to pay additional rents prorated at the applicable daily, weekly, or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours of such use will be paid at the same time the Equipment is returned or, if the Equipment is leased for more than thirty (30) days, on the first day of the month following such use.
2. If Lessee fails to return the Equipment by end of the rental term, Lessee will pay additional rental fees prorated at one and one half times for each day that the Equipment remains unreturned and in Lessee's possession.
3. Lessee assume all risks and liability for and agrees to Lessor and its agents harmless from all personal injuries and deaths, property damage, suits, claims (including third party claims) losses, expenses, costs, and attorney fees, arising from or in connection with, the Lessee's use, possession, entrustment to other parties, or transportation of the Equipment to and/or from any location. Lessee, at Lessee's own expense, will carry **general liability and non-owned auto liability insurance policy(ies), ("Insurance"), Lessor as Additional Insured, and limits of liability of not less than \$1,000,000 aggregate, unless greater liability limits are specified and a physical damage insurance policy with Lessor as Loss Payee, and equipment limits of not less than replacement values of equipment on the rental contract. Lessee agrees to hold & furnish a certificate of insurance for general liability, non-owned auto liability, and physical damage insurance to Lessor's satisfaction on demand.** Lessor requires Lessee's to comply with the foregoing requirement and name Lessor as an additional insured party on the Lessee's Insurance on the day this rental contract was dated. Lessee's Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of the Lessor's possession. The amount of any such loss or damage shall be based on replacement value of the Equipment. Damage to the Equipment, other than a total loss, will not abate or excuse the making of regularly prescribed rental payments. Lessee agrees to use and care for the Equipment in a careful and prudent manner.

3. LOSS DAMAGE WAIVER (LDW) - By paying the additional fee specified herein, the Lessor will waive its claim against the Lessee under paragraph 3, for physical loss or damage to the Equipment (except as set out in Waiver Exceptions below). The LDW is subject to a **\$1,000 deductible on rental trailers & \$2,000.00 on equipment at a cost of \$10.00/Day For Equipment, \$5.00 / Day For Trailers. Initialed on page one of this contract.**

Waiver Exceptions: Notwithstanding the Lessee's acceptance of the Loss Damage Waiver, the Lessee will be liable for all resulting loss or damage to the Equipment and expense of the Lessor, to the extent it: (i) results from gross negligence of the Lessee which includes, but is not limited to, the use or operation of the Equipment in a reckless or abusive manner, or intentional damage to the Equipment by the Lessee or by Lessee's permission, or (ii) occurs under any of the following circumstances:

- A. Theft or Conversion by the Lessee, people to whom the equipment is entrusted, and employees of either party.
- B. Loss or damage due to declared or undeclared war or warlike action by a military force or governmental authority
- C. Loss or damage due to terrorism that involves nuclear, pathogenic, poisonous biological or chemical materials
- D. Loss or damage due to direct or indirect acts of terrorism
- E. All loss or damage associated with Equipment being overloaded operated above rated capacity or if operating instructions are not followed.
- F. Losses due to change of temperature, mechanical or electrical breakdown or for loss of power interruption including blackout.

Loss Conditions - Duties in the event of loss (or damage). Compliance with the following duties is a condition precedent to coverage under the LDW:

- A. Notice - In case of a loss, you must: i) give us prompt notice including a description of the property involved (we may request written notice); and ii) give notice to the appropriate law enforcement agency when the act that causes the loss is a crime.
- B. Protect Property - You must take all reasonable steps to protect Covered Property at and after a loss to avoid further loss. We pay the reasonable costs incurred by you for necessary repairs or reasonable emergency measures performed solely to protect Covered Property from further damage after a covered loss to Covered Property. You must keep an accurate record of such costs.
- C. Proof of Loss - You must send us, within 60 days after our request, a signed, sworn Proof of Loss. This must include the following information: i) the time, place and circumstances of the loss; ii) other policies of insurance that may cover the loss; iii) estimates, specifications, inventories and other reasonable information that we may require to settle the loss.
- D. Examination Under Oath - You must submit to examination under oath in matters connected with the loss as often as we reasonably request. If more than one person is examined, we have the right to examine each person separately and not in the presence of the other. These requests shall not constitute an admission of liability for any loss or damages.
- E. Damaged Property - If the damaged and undamaged property is in your care, custody and control, you must exhibit the property as often as we reasonably request and allow us to inspect or take samples of the property.
- F. Cooperation - You must cooperate in performing all acts required by the Lessor's Insurance Policy.

Unless the Lessee provides proof of insurance coverage elsewhere by a certificate or binder of insurance, the LDW shall be charged automatically.

4. Lessee agrees to pay all operating and maintenance expenses while the Equipment is out of the Lessor's possession, and make or secure any needed repairs. All repairs shall be at Lessee's expense; except to the extent that Lessor has the capability to perform such repairs and obtains compensation for doing so from the manufacturer of the Equipment. To the extent permitted by law, neither Lessor, its assigns, agents, the wholesale distributor or the manufacturer make any representation or promises as to the quality, performance, or freedom of defect of the Equipment, and NO IMPLIED WARRANTY OF MERCHANTABILITY OR MECHANICAL FITNESS IS MADE. Neither Lessor, its assigns, the wholesale distributor or Equipment manufacturer will be liable for any incidental or consequential damage which may result from the use performance, or failure of the Equipment.

5. Lessee acknowledges that the Equipment rented is of a size, design, and capacity selected by Lessee, and that Lessee is satisfied that the Equipment will be suitable for Lessee's purpose. Lessee will return the Equipment to Lessor in as good condition as received. "Reasonable Wear and Tear" are anticipated effects of normal use, and are excepted.

The following shall NOT be deemed "Reasonable Wear and Tear":

- a) Damage resulting from lack of lubrication or maintenance of necessary oil, coolant, and air levels.
- b) Damage resulting from any collision, overturning, improper operation including overloading or exceeding the rated capacity of the Equipment, as stated in the manual.
- c) Misuse and/or unreasonable tire wear and/or damage to tires.

If the Equipment is deemed in not as good condition upon its return as when it was taken into Lessee's possession, and if Lessor elects to repair it, Lessee will pay for such repairs at Finning Edmonton regular shop rate. Condition report on page One of this agreement.

6. Lessor may, at Lessee's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee, if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice to return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original rental agreement covering the replacement machine(s). Such new rental agreements shall extend at a minimum of the remainder of this rental agreement's rental term and have no greater than the rate for the rental of the Equipment indicated hereunder.

This rental agreement is subject to all terms and conditions set out in this document. Payment terms Net 30 days. Collections will be used after 60 days of default of payment.

Lessee (Customer)- I have personally inspected all Equipment rented hereunder and understand the operation, Safety Features and servicing of the Equipment. These topics have been satisfactorily explained to me. I, The Lessee have **experience and confidence** to safely operate the equipment rented. Full operations / safety manual For Equipment is behind seat. Lessee agrees to **read and understand safety / operation of equipment prior to operating equipment**. I understand and follow Alberta protocols for loading equipment & securing loads and equipment. As well attaching & pulling trailers, and will follow all **regulations regarding ground disturbance and Alberta First Call procedures**.

7. Lessor (Dealer)- The Equipment rented hereunder If loaded and tied / chained down by the Lessor has been inspected and accepted by the Lessee prior to the Lessee leaving lessor's site with the rental equipment.

8. All Equipment secured by Lessee shall be furnished with a full tank of fuel. Lessee shall return Equipment with fuel tanks full, or **fuel will be charged at the rate of \$1.50 per Litre**, Equipment **cleaning fee of \$100 / hour** will be levied upon Lessee for all Equipment returned in an excessively muddy or any other unacceptable condition. Daily maintenance, including lubrication and cleaning, is the responsibility of Lessee.

9. All unlawful photo infraction tickets including but not limited to photo radar, red light photo and stop sign photo tickets associated with this rental agreement will be billed to the Lessee.