

The "customer" has applied for an equipment rental account on the attached application form. Top-Notch Equipment Rentals (the "Lessor") has approved the Customers application and agreed to rent equipment to the Customer in accordance with the terms and conditions contained in this agreement (the "Agreement").

1. Agreement - This Agreement applies to all equipment rental transactions between the Customer and the Lessor (each an "Equipment Rental"). At the commencement of each Equipment Rental, the Lessor shall issue a delivery certificate (the "Delivery Certificate") to the Customer identifying the specific equipment the Customer is renting from the Lessor (the "Equipment"). The terms of this Agreement shall be incorporated into each Equipment Rental by reference.

2. Rental Term - The rental term shall commence upon the delivery of the Equipment on the date noted in the Delivery Certificate and shall expire on the 28th day from delivery, including the date of delivery. In the event that the Customer has not returned the Equipment to the Lessor before the expiry of the initial rental term and if the Customer is not in default of this Agreement, the rental terms shall automatically renew for a new 28 day renewal term, up to a maximum period of 1 year (the initial term and all renewal terms collectively referred to as the "Term"). The Customer may terminate an Equipment Rental prior to the expiry of the Term by returning the Equipment to the Lessor in accordance with the terms of this Agreement. The Lessor may terminate an Equipment Rental at any time immediately upon providing notice to the Customer.

3. Ownership of Equipment - The Customer acknowledges and agrees that ownership and title to the Equipment shall remain vested in Lessor. The Customer shall have no right, title or interest in the Equipment other than the right to maintain possession and use of the Equipment for the Term of this Agreement, subject always to the provisions of this Agreement. **Such right to possession and use shall be exercised only by the Customer and/or employees of the Customer and, without limiting the generality of the foregoing, in no event shall use be exercised by any customer, client or subcontractor or agent of the Customer.** The Customer shall keep the Equipment free of any liens and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason of any lien attaching to the Equipment.

4. Safe Operation of Equipment - The Equipment shall only be used by the Customer or qualified employees of the Customer in the ordinary conduct of the Customer's business. The Customer shall comply with and conform to all applicable laws, ordinances, regulations and legislation in any way relating to the ownership, installation, testing, possession, use, operation, repair, maintenance, servicing, transportation, storage or bailment of the Equipment. The Equipment will be used at all times only in accordance with the manufacturer's instructions and within its rated capacity.

5. Charges due for Rental - Customer shall pay to the Lessor, when due, all amounts for: basic rental fees ("Basic Rent"), additional rental fees for items including without limitation: mileage, service, transportation, refueling service, direct and indirect sales, additional usage charges, value-added, environmental charges, taxes and all other expenses arising in relation to an Equipment Rental, including legal expenses, on a solicitor client full indemnity basis ("Additional Rent") (the "Basic Rent" and "Additional Rent" collectively referred to as "Rent").

6. Rental Rates - The rates for Rent shall be the amounts listed in a Rate Sheet available at the Lessor's office, located at 8212 43rd St, Edmonton NW, AB (the "Lessor's Office") and provided to the Customer from time to time. The Lessor may replace or alter the Rate Sheet, including without limitation the amounts of Rent, without prior notice to the Customer by posting such new Rate Sheet at the Lessor's offices with such replacement Rate Sheet to become effective 30 days from the date of posting. Unless stated otherwise, all amounts referred to are Canadian dollars.

7. Calculation of Basic Rent - Basic Rent shall be charged at the monthly (28 day) rate stated in the Rate Sheet. In the event that the Customer terminates an Equipment Rental prior to the expiry of the Term, the Basic rent shall be calculated at the applicable daily or weekly (or combination thereof) rates listed in the Rate Sheet. Non-business days including without limitation, Saturdays, Sundays and holidays shall count as rental days for the purpose of calculating Rent. Basic Rent shall not be pro-rated in units of less than one rental day. Equipment must be returned within the Lessor's regular business hours or Rent will continue to accrue until the Lessors next regular business day.

8. Additional Rent for Usage - Basic Rent includes a maximum usage of Equipment equal to: 10 hours per day, 50 hours per 7 day week, and 200 hours per four-week period. Additional Rent for excess usage shall be charged at 1/10th the daily rate per additional hour usage.

9. Additional Rent for Mileage and Refueling - Basic Rent for Equipment that is a motor vehicle includes a maximum mileage allowance of: 50km per day, 350km per 7 day week, or 1400km per four-week period. Additional Rent for mileage in excess of the basic allowance shall be charged at \$0.25/km.

Equipment is rented with a full tank(s) of fuel and must be returned with a full tank(s). If Customer fails to fill the tank, the Customer shall pay to Lessor as Additional Rent, the cost of refueling the Equipment, including without limitation the cost of fuel and a refueling service charge at the rates set out in the Rate Sheet.

10. Customer Assumption of Risk - Following acceptance of the Delivery Certificate, the Equipment will be solely at the risk of the Customer and shall remain at the Customer's risk until possession of the Equipment is returned to the Lessor. The Customer assumes all risk of liability and will pay for any loss or damage arising from or pertaining to the possession, operation or use of the Equipment without limitation, liability or loss arising from fire, theft, loss, confiscation or expropriation. No loss, theft or damage to the Equipment will affect or impair the obligations of the Customer under this Agreement.

11. Shipping and Return of Equipment - The Customer is responsible for payment of all shipping or delivery charges including without limitation: all loading, unloading, assembling, dismantling and return shipping or delivery charges.

The Customer acknowledges that it must confirm receipt of returned Equipment by the Lessor. Until such time as Lessor receives actual possession of the Equipment, Rent shall continue to accrue for the Equipment Rental. The Lessor may direct the Customer to deliver the Equipment to a location other than the Lessor's Office and the Lessor will incur the additional cost for return delivery in excess of the cost to return the Equipment to the Lessor's Office.

Equipment Delivery rates will be charged as Additional Rent at the rates indicated in the Rate Sheet. Customer may Deliver Equipment using a carrier of their choosing subject to the Lessor's prior approval.

12. Condition of Equipment - Upon receiving delivery of the Equipment, the Customer acknowledges having examined the Equipment and executing the Delivery Certificate confirming that the Equipment is in good working order. If the Equipment is not in good working order, the Customer shall refuse acceptance of delivery and return the Equipment to the Lessor in exchange for replacement Equipment. The Lessor shall not be responsible for any delays or costs related to the replacement of Equipment.

13. Location of Equipment - The Equipment will be kept only at Customer's place of business or the job site at which the Equipment is used, as identified on the Delivery Certificate. The Customer will not relocate the Equipment from the authorized location without prior approval by the Lessor.

14. Cleaning, Damages and Repairs - The Customer shall clean the Equipment and return it in the condition in which it was received. All loss of, or damage to the Equipment during the Term of an Equipment Rental, however it occurs, shall be the sole responsibility of Customer. The cost of cleaning or repairs to the Equipment shall be paid as Additional Rent to Lessor.

The cost of cleaning or the labour cost for repairs shall be charged at a rate set out in the Rate Sheet. Additional cleaning charges may apply for shot blasting, dry ice cleaning, repainting or other cleaning solutions. The Customer shall also pay the cost of parts with retail markup where applicable and the cost of delivery of parts. The Customer shall be charged the Basic Rent for the Equipment while the Equipment is being repaired.

15. Maintenance of Equipment - The Customer shall be responsible for the cost of normal periodic and other basic service, adjustments and lubrication of the Equipment, during the Term of an Equipment Rental. Only the Lessor may service, repair, alter or modify the Equipment. If the Equipment requires maintenance, fails to operate properly or requires repair, Customer will immediately cease using the Equipment and will immediately notify the Lessor.

16. Payments, Late Payments and Interest Fees - All amounts, including without limitation, Rent, are payable in full immediately upon invoice. The Customer shall be charged interest at a rate of 3% per month, compounded monthly, on any amounts that are more than 30 days past due. The acceptance of any payment will not be interpreted as a waiver or compromise by the Lessor of its right to require payment in full including interest costs. Deductions from invoice amounts will only be accepted if issued as a credit note by the Lessor.

17. Credit Accounts - At the Customer's request, the Lessor, in its sole discretion, may extend a credit account to Customer. The credit account maximum will be determined solely by Lessor and may be altered or cancelled at any time in the Lessor's sole discretion. The Customer shall provide any financial information Lessor determines is necessary to provide a credit account. The Customer hereby grants Lessor all necessary consents and permissions to conduct, from time to time, credit searches, investigations, inquiries and checks concerning Customer.

18. Personal and Cash Accounts - The Customer shall provide to the Lessor a Copy of the Customer's or an employee of the Customer's Driver's License and Credit Card for the purpose of setting up an account for payment with the Lessor. The Customer shall ensure that the Lessor has a copy of a valid and unexpired Driver's License and Credit Card throughout the Term of all Equipment Rentals. The Customer agrees that the Lessor may immediately charge the Customer's credit card on record for any Rent or other amounts that come due under this Agreement.

For each Equipment Rental, the Customer agrees to prepay to the Lessor, as a deposit from their credit card, the amount of Basic Rent for Equipment at the Lessor's monthly rate, prior to receiving delivery of Equipment.

19. Default of Customer - The Customer shall be in default of this Agreement if Customer: fails to pay any amount when due, or breaches any term of this Agreement or any other agreement between the Customer and Lessor, or becomes insolvent or ceases to do business. The Customer shall also be in default if the Equipment is used in a manner prohibited by this Agreement, including without limitation if the Equipment is used: to carry persons for hire, in any race, test or contest, to transport persons or property for hire unless the Customer obtains all necessary permits and licenses, in violation of any law or ordinance, in a reckless, negligent or abusive manner, for the carrying or hauling of explosives or other hazardous material in violation of applicable laws, rules or regulations, in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment, or is intentionally damaged by the Customer.

In the event of a default by the Customer, or if the Lessor reasonably believes the Customer is in default, the Lessor may enter the property where the Equipment is located and render it inoperative or remove the Equipment with or without process of law and without any notice or liability to the Customer. The Customer waives any right to any hearing or to receive any notice of legal process as a pre-condition for Lessor recovering the Equipment. Customer agrees to admit such entry and action by Lessor. In such case, Lessor may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Lessor might otherwise have. The Customer grants the Lessor the right to take any such steps which the Lessor reasonably deems necessary to recover the Equipment. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other right or remedy available to Lessor at law or in equity.

20. Surrender - The Lessor may terminate an Equipment Rental at any time upon giving notice to the Customer. Upon receiving notice, the Customer shall forthwith surrender and return the Equipment as directed by the Lessor. If the Customer fails to surrender the Equipment within 24 hours of receiving notice from the Lessor, the Customer shall be charged an amount equal to 150% of the Basic Rent for the Equipment at the applicable rate for the period following the surrender notice. If the Customer fails to Surrender the Equipment the Lessor may issue a demand in writing to the Customer requiring immediate surrender of the Equipment within ten (10) days, failing which the Lessor may at its sole discretion either enter the premise to retake possession of the Equipment without notice or seek compensation for failure to release possession of the Equipment. The Customer will pay the Lessor any costs or losses associated to recovering possession of the Equipment.

21. Liability Insurance Requirements - Customer will, at its own expense and at all times during the Term of an Equipment Rental, maintain in force separate Commercial General Liability and Automobile Liability insurance policies with a combined single limit per occurrence for bodily injury, including death, personal injury and/or property damage of \$5,000,000 for each policy, for

the Customer's liability for damages sustained by any person as a result of the maintenance, use, operation, possession, storage, erection, dismantling, servicing or transportation of the Equipment. The Customer shall provide to the Lessor such proof of insurance coverage, including without limitation binder, certificate of coverage or copies of any policies, as the Lessor may request. The Customer waives all rights to subrogation or recovery.

22. Property Insurance Requirements - Customer will, at its own expense and at all times during the term of an Equipment Rental, maintain in force Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. The Customer's insurance coverage must expressly include coverage on *Rented or Leased Equipment* with minimum coverage equal to the replacement value of the Equipment rented while in Customer's care, custody and control. Such insurance shall name Lessor as first loss payable and shall include a waiver of subrogation or rights of recovery in favor of the Lessor. The Customer shall provide to the Lessor such proof of insurance coverage, including without limitation binder, certificate of coverage or copies of any policies, as the Lessor may request. The Customer will provide Lessor written notice 30 days prior cancellation of insurance.

23. Rental Protection Plan - If Customer does not provide proof of adequate property insurance coverage satisfactory to the Lessor prior to the commencement of the Term, the Lessor may offer to extend to the customer a Rental Protection Plan covering damage to the Equipment in the event of accidental fire, theft or vandalism (the "RPP"). If the Customer does not provide adequate property insurance coverage, the Customer shall be deemed to have accepted the RPP by accepting the Delivery Certificate and shall pay as Additional Rent a fee equal to 15% of the Basic Rent, with the minimum fee based on a monthly rental, for the Equipment.

The RPP is not insurance and only operates as a limited waiver of Customer's liability to the Lessor for damage to the Equipment. Provided the Equipment is at all times used in accordance with this Agreement and the Customer is not otherwise in breach of a term of this Agreement, the customer, on any claim, is responsible to pay a deductible equal to (i) 10% of the replacement cost of the rental item to a maximum of \$2,500 on equipment replacement value up to \$125,000, (ii) \$5,000 on equipment replacement value of \$125,001 to \$250,000 or (iii) \$10,000 on equipment replacement value of \$250,000 to 500,000.

Under no circumstances shall the RPP relieve the Customer of liability to the Lessor for damage caused by use of the Equipment in a manner not permitted by this Agreement. Specifically, the RPP shall not apply to damage caused by any intentional act or omission or the negligence of the Customer. Adequate Liability Insurance is required per section 21 regardless of the RPP being utilized. This protection plan in no way provides any liability coverage at all.

24. Use of Personal Information - The Customer acknowledges and agrees that the Lessor may collect, use, store and disclose personal information that is reasonable and necessary to complete the transactions contemplated in this Agreement and that such information is provided voluntarily. The collection, use, storage and disclosure of any such personal information is performed generally in accordance with Lessor's Privacy Policy. A copy of this Policy is available upon request.

25. Laws and Regulations - The Customer will, at its expense, comply with all laws and regulations affecting the Equipment and its uses, operation, erection, design and transportation and will defend, indemnify and hold Indemnities harmless from all loss, liability or expense resulting from actual or alleged violations of any such laws, regulations or requirements. In the event of an accident, loss of, theft of or damage to the Equipment, the Customer agrees to notify the Lessor immediately by telephone, and thereafter to immediately report in writing to the Lessor and the public authorities (where required by law or by Lessor) all information deemed relevant thereto by Lessor. Customer will cause its agents and employees to give Lessor and the public authorities all relevant information and assistance in any matter resulting from said accident, loss, theft or damage.

26. Assignment by Lessor - The Lessor may sell, assign or transfer any portion of its right, title and interest in and/or grant security interest in and to the Equipment and/or this Agreement to any person, corporation, limited partnership or other entity, or to lenders or other parties providing funding to the Lessor. Customer waives all rights to notice as may be applicable in providing security interest of the Equipment or as applicable by law.

27. Lessor Financing - This Agreement, any Equipment Rental and the Equipment will in all cases be subject to any rights and interest granted by Lessor under any contracts or other obligations to financing institutions.

28. Disclaimer of Lessor Liability - IN NO EVENT SHALL THE LESSOR BE LIABLE TO THE CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED REVENUES OR SAVINGS, LOSS OF BUSINESS OPPORTUNITY, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OR ECONOMIC LOSS, EVEN IF THE LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM, OR SUCH DAMAGES ARE FORESEEABLE. THE CUSTOMER AGREES THAT IN NO EVENT WILL THE DIRECTORS, OFFICERS, EMPLOYEES OR SHAREHOLDERS OF THE LESSOR BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES WHATSOEVER.

29. Limitation of Lessor's Liability - Without derogating from any other disclaimer or limitation of liability contained in this Agreement, the Customer agrees that the aggregate of all liability on the part of Lessor for breach of any provision of this Agreement, express or implied, or of any agreement contemplated by this Agreement or any other breach, act or omission of Lessor giving rise to liability, including a breach of a condition or fundamental term or fundamental breach or breaches or in any other way arising out of or related to this Agreement or any agreement, duty or obligation contemplated by this Agreement for any and all causes of action whatsoever and, regardless of the form of action (including without limitation breach of contract, strict liability or tort, negligence or any other legal or equitable theory), shall in all cases be limited to the Customer's actual direct provable damages in an amount not to exceed fifty (50%) per cent of the Rent paid to or payable to Lessor by the Customer.

30. Indemnity - The Customer shall be liable to and shall indemnify and forever save harmless Lessor from any and all claims, actions, suits, proceedings, costs, expenses, damage and liabilities whatsoever arising out of, connected with, or resulting from, transportation, operation, use and/or removal of the Equipment and, without limitation, the Customer shall specifically be responsible for any and all damage done to any personal property, real estate, immovable property, building or structure by its use of or removal of the Equipment (whether removal be effected by the Customer, Lessor or any third party).

31. Customer's Waiver - To the maximum extent permitted by law, the Customer waives the

benefit of all provisions of any conditional sales, regulatory credit and any and all other statutes and regulations made in any manner, that affect, restrict, or limit the rights of Lessor. The Customer specifically waives the right to claim security for costs in the event of litigation. In particular, the Customer hereby waives all the rights, benefits or protection given to it by the Law of Property Act and the Civil Enforcement Act of the Province of Alberta and the Customer acknowledges that seizure or repossession of any Equipment shall not, by implication of law or otherwise, extinguish the Customer's indebtedness to the Lessor.

32. Costs - All amounts paid by Lessor for exercising, enforcing or attempting to enforce any right, power or remedy hereunder or otherwise subsisting, and all legal costs as between solicitor and own client on a full indemnity basis, shall be paid by the Customer to the Lessor on demand.

33. Representations and Warranties - The Customer agrees that there are no promises, representations, warranties, conditions or terms express or implied or otherwise, made by or on behalf of Lessor other than as expressly set out in this Agreement.

34. Waivers in Writing - No covenant or condition of this Agreement can be waived by the Lessor except in writing and such forbearance or indulgence by the Lessor party shall only apply to the particular default waived and shall not apply to any other or future default. Further, no delay or omission by the Lessor to exercise any right or power in this Agreement shall impair such right or power or be considered to be a waiver of any default or any acquiescence thereto.

35. Further Assurances: The parties agree, promptly upon the other party's written request, to execute and deliver such documents and instruments and to take such other actions as may reasonably be necessary to perfect and keep perfected as against third parties the property, title and interest of Lessor in the Equipment, and to carry out the intent of this Agreement. The Customer authorizes Lessor to record or register such documents at such times and at such places as Lessor may consider appropriate. Without limiting the generality of the foregoing, the Customer appoints Lessor as its attorney to register a financing statement or other security interest in the Equipment in the favour of the Lessor pursuant to the Personal Property Security Acts, of relevant jurisdictions, or such other similar legislation. The Customer waives all rights to all notices as may be applicable under any such registration. The Customer further agrees that Lessor may insert the model numbers and serial numbers for registered Equipment and designates the Lessor as the Customer's attorney to insert such numbers and other identifying references to the Equipment.

36. Governing Law - This Agreement shall be governed and construed by the laws of the province of Alberta. The Customer consents to jurisdiction in the province of Alberta. The parties irrevocably submit and attorn to the jurisdiction of the Court of Queen's Bench of the Province of Alberta, or its successor, provided that the Lessor, in its sole discretion, may bring an action to enforce this Agreement or any Equipment Rental in any court of competent jurisdiction in the event that the Customer and/or the Equipment are not present in the Province of Alberta.

37. Notices - Any notice required or permitted to be given under this Agreement must be in writing and may be given by personal delivery or by facsimile or other electronic medium to the party to receive the same in the case of the Customer, at their address of record provided to the Lessor and in the case of the Lessor at the Lessor's Office, or such other address as such party may notify the other of in writing. Any notice that is personally delivered shall be deemed to have been received by the addressee on the day of delivery provided that such delivery is during normal business hours on a business day, and if the notice is not delivered within such normal business hours then it will be deemed to have been given and received at the beginning of the first business day next following the day of delivery. Any notice transmitted by facsimile or other electronic medium shall be deemed to have been given and received by the addressee when actually received by it if received within normal business hours on any business day, or at the beginning of the next business day following transmission if such notice is not received during normal business hours.

38. Time of the Essence - Time is of the essence with respect to this Agreement and each and all of its provisions.

39. Interpretation - Whenever the context of this Agreement so requires, the singular number shall include the plural and vice versa and that words importing the masculine gender shall include the feminine and neuter genders and that, in case more than one Customer is named as Customer, the liability of such Customers shall be joint and several.

40. Headings - The insertion of headings in this Agreement is for convenience of reference only and shall not affect the interpretation.

41. Provisions Severable - If any term, covenant or condition (or any portion thereof) of this Agreement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition (or portion thereof) to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition (or portion thereof) of this Agreement shall be valid and enforced to the fullest extent permitted by law.

42. Enurement - This Agreement shall be binding on and enure to the benefit of the parties and their respective heirs, executors, successors and permitted assigns.

43. Modification of Agreement - The Lessor may at any time unilaterally amend, supplement, or replace this Agreement by delivering a copy of the amended, supplemental or replacement Agreement to the Customer. In the event of an ongoing Equipment Rental, the Customer shall be deemed to have accepted the modification of the Agreement if the Equipment is not forthwith returned to the Lessor and the Customer acknowledges and agrees that such modifications to this Agreement shall be binding on the Customer.

44. Entire Agreement, Representations and Warranties - The Customer agrees and acknowledges that there are no promises, inducements, representations, collateral warranties, warranties, conditions, options or terms, oral or written, express or implied or otherwise, made by or on behalf of Lessor or operating in favour of Lessee, other than as are expressly set out in this Agreement.

Reviewed and Accepted by: _____

Company Name: _____

Date: _____