

**ABSO RENTAL SERVICES INC. RENTAL AGREEMENT**

Signature on the reverse side constitutes acknowledgment of acceptance from **ABSO RENTAL SERVICES INC.**, the equipment and/or merchandise described and identified in this contract as of the date signed. In construing the Rental Agreement (the "Agreement") the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and the neutral genders and vice versa and words importing persons shall include corporations and vice versa. The person or corporation named as the customer on the reverse side of this Rental Agreement (the "Customer") shall rent from **ABSO RENTAL SERVICES INC. (Abso Rental)** the equipment, items and/or services more particularly described on the reverse side of this Rental Agreement (the "Equipment") at the prices specified in this Rental Agreement. In the event prices are not specified, they are as set out in **ABSO RENTAL SERVICES INC.**' current Rental Price List. The parties to this Agreement mutually agree that this Rental Agreement shall govern the terms under which the Equipment is rented, more specifically described in the following terms and conditions:

- 1) **AUTHORITY:** Where Customer is a corporation or is other than the person signing this Rental Agreement or on Customer's behalf, the person signing the Rental Agreement represents and warrants that he has the full right and authority of Customer to sign and enter into this binding Rental Agreement on Customer's behalf.
- 2) **PURCHASE ORDER:** In the event that the provisions of Customer's purchase order conflict with the terms of this Rental Agreement, this Rental Agreement shall govern and supersede the terms of Customer's purchase order.
- 3) **ABSO RENTAL SERVICES INC.'S REPRESENTATION:** Equipment covered by this Rental Agreement is represented to be in good working order. It is expressly understood that Abso Rental is in no way responsible for the engineering in connection with its use, or in the results accomplished by the Equipment, or accidents resulting from its use, and Abso Rental does not represent to Customer that such Equipment is suitable, or will be suitable, for any particular installation or type of work.
- 4) **USE:** Customer shall operate, maintain and/or store the Equipment in a clean, safe and secure place. Customer shall operate, maintain and/or store the Equipment in the manner contemplated by the manufacturer and/or the supplier of the Equipment. Said Equipment will be used for the sole purpose for which it was manufactured and intended in accordance with all applicable laws, by-laws and rules and regulations affecting the use of same.
- 5) **LOCATION OF USE:** Equipment will be kept and maintained in the Province of Ontario during the term of rental in the Rental Agreement. Customer agrees not to move the equipment out-of-province without the written approval of Abso Rental.
- 6) **TRANSPORTATION:** The rental price is FOB Abso Rental's warehouse. Customer will pay all transportation or cartage charges from Abso rental's warehouse, and return the Equipment back to Abso Rental's warehouse in the same condition as received, normal wear and tear excepted. The risk and liability for any injury or damage to Equipment from any source or cause whatsoever, from the time Equipment leaves Abso Rental's warehouse until Equipment is returned to Abso Rental at its warehouse, will be borne by Customer, and the amount of any damage will be paid to Abso Rental Services Inc. by Customer on demand.
- 7) **PAYMENT OF CHARGES:** Customer shall:
  - A) Pay to Abso Rental Services Inc. rent for Equipment at the rates set out on the reverse side of this Rental Agreement and taxes thereon from the time and date of delivery of Equipment to Customer to the time and date of the return of Equipment by Customer to Abso Rental;
  - B) Pay to Abso Rental Services Inc. costs, charges and expenses of replacement, repair or restoration of Equipment, and compensation for the loss of rental income, howsoever caused under the terms of this Rental Agreement;
  - C) Pay to Abso Rental Services Inc. any and all costs, charges, expenses or outlays incurred by Abso Rental in exercising its remedies hereunder or otherwise on default by Customer, including solicitors' fees on a solicitor and client basis, bailiff's fees, court costs and/or transportation charges;
  - D) Pay to Abso Rental Services Inc. cost of cleaning Equipment not returned in a reasonably clean condition;
  - E) Pay to Abso Rental interest on any overdue amounts payable to Abso Rental Services Inc. by Customer under this Rental Agreement at the rate of 2% per month (24% per annum);
  - F) By signing this Rental Agreement on the reverse, give irrevocable consent to Abso Rental for the pre-authorization of associated security deposits, charges and any additional charges to be made on the credit card provided as remuneration for all future late return charges, damages, and/or loss of Equipment which he (or his representative) has directly ordered through Abso Rental.
- 8) **RETURN OF EQUIPMENT:** The signature on the reverse side of this Rental Agreement indicating that the Equipment has been returned shall not constitute an acknowledgement by Abso Rental that the Equipment has been returned in its entirety, in an undamaged condition, or in accordance with the terms of this Rental Agreement, and that said signature shall not act as a waiver of any of Abso Rental's rights under this Rental Agreement.
- 9) **TERMINATION:** If Customer fails to pay the rent specified in the Rental Agreement when due, or becomes bankrupt or insolvent, or a receiver of it violates any provision of this Agreement, Abso Rental may, at its option, without notice, terminate the rental, take possession of the Equipment and recover all due rent, damages and expenses incurred in retaking possession of the Equipment.
- 10) **LOSS OR DAMAGE:** Customer shall at all times, to the full extent permitted by law, indemnify and save harmless Abso Rental Services Inc. from any and all claims, demands, suits, losses, costs, expenses (including all counsel fees), damages or recoveries (including amounts paid in settlement) which may be obtained against, imposed upon, or suffered by Abso Rental as a result of Customer's use (or misuse) of the Equipment. The parties acknowledge that this indemnity shall survive the termination of this Rental Agreement by any manner or means. Customer is responsible for any loss to rented Equipment (including damage from theft, fire, water, wind, lightning, elements, explosions, or other environmental or atmospheric conditions) and must maintain adequate insurance on rental Equipment to provide for its full replacement value.
- 11) **INSURANCE:** Customer shall name "ABSO RENTAL SERVICES INC." as an additional insured on Customer's liability insurance coverage effective on the date that the Equipment is delivered/installed or released from Abso Rental. Customer shall provide Abso Rental with written proof naming Abso Rental Services Inc. as an additional insured before delivery/installation or release of Equipment.
- 12) **LIABILITY:** Abso Rental Services Inc. will not be liable for any loss or damage of any kind whatsoever, whether caused by negligence, or otherwise resulting from:
  - A) Any delay, late delivery, non-delivery, defect or deficiency of any equipment or other materials supplied (whether by hire, sale, or otherwise) processed, handled, stored, installed, transported or received by Customer or any other party;
  - B) Services of installers, technicians or services of any other nature whatsoever provided by Abso Rental Services Inc. Customer will not seek to recover damages for personal injury or damage to property caused by the operation or installation of the equipment or in the course of any operations of Abso Rental.
- 13) **INDEMNIFICATION:** Customer agrees, during and after the term of this Agreement, to indemnify and save Abso Rental Services Inc. harmless from any and all claims, actions, liabilities, damages, costs or expenses arising, directly or indirectly, from the use of the Equipment by Customer.
- 14) **FORCE MAJEURE:** In the event that Abso Rental Services Inc. is prevented or delayed from installing the Equipment due to any cause reasonably beyond the control of Abso Rental, such as for example, weather, war, terrorism, strike or other force majeure, Abso Rental shall not be liable to Customer or any third party reasonably relying on Abso Rental for damages, including incidental or consequential damages or damages to any party as a result thereof.
- 15) **ASSIGNMENT:** Abso Rental Services Inc. may assign its rights under this Rental Agreement and transfer its title and interest in the Equipment to any party without the prior written consent of Customer. Customer may not assign any of its rights and obligations under this Rental Agreement without the prior written consent of Abso Rental. No ownership or title of the equipment is transferred or assigned to Customer under this Rental Agreement.
- 16) **SUBROGATION:** In the event of any loss or damage to the Equipment, Abso Rental shall have the right of subrogation with respect to any right of Customer to recover against any person, firm or corporation. Customer will execute and deliver whatever instruments and papers required and do whatever else is necessary to secure such rights. Customer will cooperate fully with Abso Rental and or its insurer in the

- 17) **LOSS DAMAGE WAIVER:** If Customer accepts the Loss Damage Waiver (Customer is deemed to accept unless it declines where indicated on the front of this Agreement) and pays the additional fee specified thereon, Abso Rental Services Inc. will waive its claim against Customer under paragraph 4 hereof for loss of or damage to the Equipment (except as set out in paragraph 18 below) for any amount in excess of the following:
  - A) For Theft: 25% of the retail purchase price of new Equipment.
  - B) For Damage: 25% of the cost of the repairs to the Equipment.
- 18) **WAIVER EXCEPTIONS:** Notwithstanding Customer's acceptance of the Loss Damage Waiver, Customer will be liable for all resulting loss or damage to the Equipment and expense of Abso Rental Services Inc., to the extent it: (i) results from gross negligence of Customer 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 Customer or by Customer's permission, or (ii) occurs under any of the following circumstances:
  - A) All loss or damage associated with vandalism, malicious mischief, theft or conversion of the Equipment not documented by Customer's prompt filing with applicable authorities, (with an immediate written copy to Abso Rental Services Inc.);
  - B) All loss or damage associated with Equipment being overloaded, operated above rated capacity or if operating instructions are not followed;
  - C) Use of Equipment by unqualified persons. Customer is to use only trained/certified operators, should the Equipment in question require same;
  - D) Failure of Customer to perform necessary Equipment maintenance, including snow removal from tenting, as outlined in paragraph 4;
  - E) Customer's failure to properly secure the Equipment by, among other things, leaving Equipment unlocked or accessible to unauthorized persons.
- 19) **TENTING EQUIPMENT:** Abso Rental agrees to provide Tenting Equipment in a good and workmanlike manner free of any defects and in a manner fit for the purposes for which such items are intended. Abso Rental agrees to maintain the Tenting Equipment within the scope of normal wear and tear, keeping it in good working order during the rental term. However, in the event that the Tenting Equipment requires maintenance outside the scope of normal wear and tear, or in response to damage or loss of equipment caused by Customer or any third party, then Customer hereby agrees that any services performed by Abso Rental, including but not limited to diagnosing, repairing, replacing, modifying, installing or removing Tenting Equipment, shall be billed and paid separately by Customer in addition to this Rental Agreement.
- 20) **PERMITS; FITNESS OF PREMISES:**
  - A) Customer hereby agrees to procure and obtain at its sole expense, unless otherwise indicated on the reverse, any and all permits required for Abso Rental to install the Tenting Equipment at the premises. In the event that Customer fails to obtain all required permits, then Abso Rental shall not be liable for any delay, incidental or consequential damages, or damages to any third parties as a result thereof. Customer shall provide Abso Rental with photocopies of all required permits on or before the start of the rental term.
  - B) Customer hereby represents and warrants that the premises are in compliance with all environmental, municipal, provincial, and federal rules and regulations such that the premises are and will be fit and prepared for Abso Rental .to install Tenting Equipment before the start of the rental term. Further, any preparations to preserve and maintain the premises in good order such as, for example, removing snow, equipment, or obstacles; or marking the location of electrical, water, gas, or other utility lines whether above or below ground in the vicinity of where the Tenting Equipment is to be installed, will be done conspicuously by Customer prior to Abso Rental installing the Equipment. In the event that Customer fails to conspicuously mark or remove any such items, then Abso Rental shall not be liable for any delay, incidental or consequential damages, or damages to any third party as a result thereof.
- 21) **MISCELLANEOUS:**
  - A) All parties to this Rental Agreement have required that this Agreement be drawn up in the English language;
  - B) This Rental Agreement shall be binding upon and shall inure to the benefit of all parties and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns;
  - C) The said Equipment was examined and inspected by the person whose signature appears on the reverse hereof and found to be in first class condition when received. Further, the use of the said Equipment will be discontinued immediately if the same is found to be unsafe or in a state of disrepair, and Abso Rental will be notified immediately of said facts. Abso Rental, in consideration of the mutual covenants, agrees that it will, with reasonable dispatch after receiving this notice, replace such equipment in good working condition;
  - D) Immediately upon termination of this Agreement, Customer will return the rented Equipment, including all attachments and/or parts belonging thereto, to the offices of Abso Rental in the same condition as it was received and agrees to pay for all other damage to said Equipment. Further, Customer agrees that possession of the Equipment for a period beyond that stated on the reverse of this Rental Agreement will be deemed to be overtime in contravention of this Agreement and will therefore be subject to overtime charges set at the sole discretion of Abso Rental. Extension is solely at the discretion of Abso Rental. Such authorized extensions are subject to the terms and conditions of this Agreement;
  - E) Customer will ensure that Abso Rental's markings on rental equipment are not removed or defaced.
- 22) **ENFORCEABILITY:** The parties' relationship and this Rental Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada. Any actions pertaining to or arising out of this relationship or Rental Agreement shall be filed in and remain in a Court of suitable jurisdiction within the Province of Ontario. Customer agrees to submit to the jurisdiction of the Court of suitable jurisdiction within the Province of Ontario.
- 23) **SEVERABILITY:** Any invalidity, in whole or in part, of any provision of this Rental Agreement shall not affect the validity of any other of its provisions.
- 24) **FACSIMILE OR PHOTOCOPY:** Abso Rental and Customer agree that a fully executed facsimile, photocopy or electronic delivery of this Rental Agreement shall constitute an original document.
- 25) **WARRANTIES:** Abso Rental Services Inc. makes no warranties, 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 that it is suited for Customer's intended use. The aggregate liability of Abso Rental hereunder, if any, shall be limited to the amount paid to it by Customer under this Rental Agreement. Customer consents to the collection of personal information by Abso Rental and the use, retention, disclosure of such information by Abso Rental. in accordance with Abso Rental's privacy statement as posted at [www.absorental.com](http://www.absorental.com).
- 26) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions whether oral or written, of the parties and there are no warranties, representations, or other agreements between the parties in connection with subject matter of this Rental Agreement except as set forth in this Rental Agreement.

By signing below, the undersigned hereby accepts all TERMS & CONDITIONS set forth in this Rental Agreement, which the undersigned has read and understands.

PRINT NAME & SIGNATURE

DATE SIGNED

CLIENT ID