

## **ALBERTA FENCE LTD. - RENTAL AGREEMENT**

In consideration of Alberta Fence described on the face hereof (hereinafter referred to as the "Equipment" to the customer described on the face hereof (hereinafter referred to as the "Customer") by Alberta Fence (Hereinafter referred to as the "Company") for the term described on the face hereof, upon the terms and conditions, and for the price herein specified, the customer and the company have mutually agreed to as follows:

1. **RENTAL AND TERM:** Begins on the date and time specified and terminates on the date and time equipment returned unless amended in writing. Rental charges commence on delivery of Equipment to Customer and end upon return of Equipment to Company's premises. The Company may Terminate rental at any time and take possession of the Equipment. Customer agrees to pay on return of Equipment to Company's premises, all charges and costs for the use thereof. Customer's right to use the Equipment terminates on the expiration and due dates set forth unless extended in writing by Company.
2. **CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER OF DEFECTS:** Customer accepts and hires the Equipment on an "as is" basis. Customer acknowledges receipt of all of the Equipment in good condition and repair and declares that Customer fully understands its proper operation and use. If the Company's employees assist in installing or taking down the goods, the Customer agrees to assume the risk of, and hold the Company harmless for any property damage or personal injuries, including damage and injuries attributable to the negligence of the Company or his employees. Customer agrees to return the Equipment to Company's premises in as good condition as when received by Customer. Renter agrees to pay immediately all charges and costs incurred, plus damage costs.
3. **COMPLIANCE WITH LAWS:** Customer shall use the equipment in a careful and prudent manner and not for any unlawful purpose and shall at Customer's expense comply with and conform to all federal, provincial, municipal and other laws, ordinances and regulations in any way relating to the possession, and use of the Equipment.
4. **CUSTOMER'S LIABILITY:** Customer assumes the entire risk of loss with respect to the Equipment from damage, theft or mysterious disappearance, whether or not due to fault of Customer and shall pay the Company for said loss immediately upon receipt of invoice.
5. **DISCLAIMER OF WARRANTIES:** Company does not make any warranty or representation whatsoever as to the durability, quality, condition or suitability of the equipment for the Customer's purposes or as to any other matter in respect of the Equipment. Company shall not be liable to Customer for any loss, damage or expense of any kind or nature caused directly or indirectly by the equipment use, or possession thereof, for any loss of business or damage, whatsoever or howsoever caused.
6. **INDEMNITY:** The Customer agrees that the Company is not responsible or liable for any damage, loss or injury whatsoever to persons or property arising directly or indirectly out of the use of the rented Equipment from any cause whatsoever, including the Company's negligence. The Customer shall maintain at the Customer's own expense any other insurance required to indemnify the Company against any loss to or of the rented Equipment to the extent of the replacement value without deduction for depreciation or wear and tear of the Equipment. The Customer will also save harmless and indemnify the Company from and against all claims, actions and demands arising out of loss or injury arising directly or indirectly out of the use of the rented Equipment from any cause whatsoever including the company's negligence. In the event of any collision or accident involving the equipment, Customer agrees to furnish the Company with a complete report of the same including the names of all witnesses and parties involved.
7. **CARE:** Customer shall at its expense repair (including necessary replacements) and maintain the equipment in good repair, condition and working order and assumes all risk of and shall pay for any loss or damage to the equipment. Customer shall not without prior written consent of company make any alteration to the Equipment.
8. **SEVERABILITY:** If any part of this agreement be declared or held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity and enforceability of the remainder which shall continue in force and effect and be construed as if this agreement had been executed without the invalid or unenforceable portion and it is hereby declared the intention of the parties hereto that this agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid or unenforceable.
9. **TITLE:** Title to the Equipment is and shall remain in Company. If the Equipment is levied upon for any reason whatsoever, Company may retake the Equipment without notice or legal process and may take all action reasonably necessary to do so.
10. **LOSS:** In the case of loss, damage or destruction of the Equipment, or any of the accessories or the loss of possession thereof or inability to return same to Company for any reason whatsoever Customer will pay the full new replacement value without deduction for wear and tear or depreciation thereof, unless otherwise specified. In addition, the Customer shall pay rental charges up to and including the date on which the Equipment is replaced.
11. **HOLD HARMLESS AND FEES:** Customer expressly agrees to indemnify and hold the Company harmless from and against any and all loss, costs, damages, attorney's fees and/or liability growing out of or resulting from the use of the Equipment by the Customer and/or in connection with the foregoing contract, and in the event that suit is instituted by the Company to recover the possession of the Equipment and/or enforce any of the terms, conditions and/or provisions hereof any/or of money for the use or rental of said Equipment by the Company, the Customer agrees to pay all costs, and reasonable attorney's fees incurred by the Company in such suit or suits.
12. **CANCELLATION:** If the Customer fails to make payment of any installment of rent, as aforesaid for a period of 10 (ten) 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 insured 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. The renter further agrees that the Company may terminate this rental agreement at any time and demand return of rented Equipment any payment in full of all rentals owing. EQUIPMENT NOT RETURNED UPON REQUEST WILL BE CONSIDERED THEFT.
13. **DELIVERY:** Customer hereby remises, release and discharges Company from any and all liability or damages which may be cause by failure to deliver the Equipment within the agreed time if such failure to deliver is caused by weather, Act of God, accident, breakdown, act of third persons, or circumstances beyond the control of Company.
14. **RETURN:** In the event the Company agrees to accept delivery of the Equipment at a place other than the place of business of the Company it is agreed that the Customer shall remain liable for any loss of or damage to the Equipment until the Company actually takes physical possession of the Equipment
15. **This contract shall be construed according to the laws of the Province of Alberta.**