

**Rental Agreement**  
**Iron Mountain Equipment Rentals Ltd.**

**IRON MOUNTAIN EQUIPMENT RENTALS** rents to the undersigned person or persons (hereinafter referred to as the "Customer") on the reverse side of this contract. The Customer agrees to pay the rental/sale sum stated on the reverse hereof and acknowledges receipt of all equipment described within said contract. By signing this agreement, said equipment is rented on the following terms and conditions, agreed to by the parties, and the customer acknowledges responsibility for any and all defects/damage to the equipment incurred, customer responsibility commences at the time of delivery and/or pickup of the Equipment.

**PERIOD OF RENTAL:** The Rental Rates are charged out in DAILY, WEEKLY, and MONTHLY increments. These are defined as: 1(one) Day=24(twenty-four) hours (max 8 hours operation); 1(one) WEEK=7(seven) Days (max 40 hours operation); 1(one) MONTH=4(four) Weeks (max 160 hours operation). Overtime charges will be billed out per excess hour basis. It is agreed that said Equipment is rented for a single shift of only 8 hours per day. If used for more than one shift per day, the Customer agrees to pay one-half of the regular rate for each additional 8 hours shift during the day. The above rental rate will be charged from the time Equipment leaves IRON MOUNTAIN EQUIPMENT RENTALS LTD. premises until it is returned to same. Period is based on days out not days used.

**PAYMENT:** The Customer agrees to make all payments in full within 30 days of the date of invoice. Overdue interest of 18% per annum will be charged. The Customer is not entitled to set-off or deduct from any amounts payable under this Agreement.

**RATE OF RENTAL:** The Rate of Rental is shown on reverse hereof, or as published in the IRON MOUNTAIN EQUIPMENT RENTALS LTD. current Rental Rate Guide.

**EQUIPMENT CARE:** The Customer is responsible for any/all costs and expenses, whether direct or incidental, relating to the use, operation, transportation or storage of the Equipment during the rental term, including routine maintenance and service of the Equipment. Equipment is to be returned in as good as condition as received, normal wear and tear is expected.

**OPERATION:** At all times during the rental term the Customer shall provide trained operators for the Equipment and shall assure that the Equipment is operated properly and is not subjected to any careless, rough or improper use.

**REPLACEMENT:** The Customer will insure the Equipment for its full replacement value and agrees to fully compensate IRON MOUNTAIN EQUIPMENT RENTALS LTD. should any Equipment become lost, stolen, destroyed, or is damaged beyond repair, with the entire replacement cost of the Equipment.

**INSURANCE:** The Customer agrees to provide necessary insurance coverage on Equipment rented from IRON MOUNTAIN EQUIPMENT RENTALS LTD. The risk and liability for any injury or damage to said Equipment from any source or cause whatsoever until the Equipment is returned to IRON MOUNTAIN EQUIPMENT RENTALS LTD., shall be borne by the Customer, and the amount of such damage shall be paid to IRON MOUNTAIN EQUIPMENT RENTALS LTD. by the Customer upon demand. Should the Equipment be destroyed or cease to exist for any cause whatsoever during the term of this agreement, the Customer hereby agrees to pay the aforementioned valuation price to IRON MOUNTAIN EQUIPMENT RENTALS LTD. on demand.

**LOCATION:** It is agreed that said Equipment shall be kept and maintained, during the term of this agreement, at the location indicated on reverse hereof and the Customer agrees not to move from the location without the written consent of IRON MOUNTAIN EQUIPMENT RENTALS LTD.

**ACCESSIBILITY:** The Customer shall allow IRON MOUNTAIN EQUIPMENT RENTALS LTD. access to the Customer's premises where the rented equipment is stored or used at all reasonable times, to locate and inspect the state and condition of the rented Equipment.

**INDEMNITY:** The Customer agrees to indemnify IRON MOUNTAIN EQUIPMENT RENTALS LTD. from all loss, costs, charges, damages, and expenses suffered by IRON MOUNTAIN EQUIPMENT RENTALS LTD. in respect of any injury (including death) to any person (including the Customer) or damage to any property (including any property of the Customer) arising out of the use of the said Equipment by the Customer or by any person or corporation during the term of this agreement. The Customer hereby absolves IRON MOUNTAIN EQUIPMENT RENTALS LTD. of any liability or obligation to the Customer or any other person or entity for special, incidental, consequential, accidental, punitive, exemplary or indirect damages, loss of goodwill or business profits due to work stoppage regardless of causes or consequences, and any costs, claims, court or attorney's fees or liability resulting from the use of described Equipment.

**REPAIRS:** The Customer shall immediately report malfunction or failure of equipment, if and when it occurs, to IRON MOUNTAIN EQUIPMENT RENTALS LTD. The Customer shall provide for the equipment, at his expense, fuel, lubricants, and filters, in accordance with recognized good machinery maintenance procedures. If the Equipment becomes damaged during the term of this agreement, and repairs are necessary, the Customer hereby authorizes IRON MOUNTAIN EQUIPMENT RENTALS LTD. to make such repairs and agrees to pay IRON MOUNTAIN EQUIPMENT RENTALS LTD. the bill for such repairs at the price prevailing for the work required. In case of damage so serious that it would not be practical to repair the Equipment, the Customer agrees to pay the valuation price hereinabove set to IRON MOUNTAIN EQUIPMENT RENTALS LTD. on demand. The Customer agrees to compensate IRON MOUNTAIN EQUIPMENT RENTALS LTD. for the amount of stated rental rates for each day or week consumed while equipment is in the process of recovery or repair.

**CONTRACT TERMINATION:** The Customer agrees that IRON MOUNTAIN EQUIPMENT RENTALS LTD. may terminate this Rental Agreement at any time without notice should the Customer fail to make a payment of any installment of rent, as aforesaid for a period of 10 days, become insolvent, bankrupt or is placed in receivership, violates any provision of this agreement, is not acting in good faith, is using the Equipment in an inappropriate and unsafe manner, not maintaining Equipment as required, or if the said Equipment is levied upon or becomes liable to seizure. IRON MOUNTAIN EQUIPMENT RENTALS LTD. will take possession of said Equipment without becoming liable for the trespass, and may recover all rental due hereunder as well as full damages for any injury to the said Equipment and all expense incurred in retaking possession of same. In the event that IRON MOUNTAIN EQUIPMENT RENTALS LTD. terminates this agreement pursuant to this clause, all rights of the Customer hereunder shall become null and void. In the event that IRON MOUNTAIN EQUIPMENT RENTALS LTD. takes any legal steps to enforce the terms of this contract, the Customer agrees to pay, in addition to the costs and disbursements provided by the statute, all reasonable legal fees necessitated by such action.

**BYLAW COMPLIANCE:** The Customer agrees to comply with all By-laws, statutes and regulations in any way relating to the said equipment or its use and to indemnify IRON MOUNTAIN EQUIPMENT RENTALS LTD. from any loss, costs, charges, damages, and expenses arising from the breach of non-compliance with any such By-laws, statutes or regulations.

**TRANSPORTATION:** The Customer agrees to pay all transportation or cartage charges from and return to IRON MOUNTAIN EQUIPMENT RENTALS LTD. premises. In the event of the Customer transporting Equipment themselves, the Customer declares to have examined hitch, safety chains, and all connections of said Equipment to motor vehicle/trailers and to have received it in secure condition. Responsibility and liability for self transport is borne by the Customer.

**CLEANING:** The Customer will pay cleaning charges on rental equipment returned unclean.

**REPRESENTATION:** The Equipment covered by the terms of this agreement is represented to be in good running order but it is expressly understood that IRON MOUNTAIN EQUIPMENT RENTALS LTD. is in no way responsible for the engineering in connection with its use or the results accomplished by the equipment or accidents resulting from its use, and IRON MOUNTAIN EQUIPMENT RENTALS LTD. does not represent to the Customer that such equipment is suitable or will be suitable for any intended use or type of work.

**INSUFFICIENT FUNDS:** The Customer agrees to pay a \$35.00 fee for any payments returned for insufficient funds.

**WARRANTIES:** There are no representations or warranties of any nature whatsoever made by IRON MOUNTAIN EQUIPMENT RENTALS LTD., express or implied. This includes, but is not limited to, description, fitness, suitability for any particular purpose, merchantability, operating condition, or compliance with applicable laws.

**ACCIDENT DAMAGE WAIVER:** If the Customer pays for the Accidental Damage Waiver, the subject to the following exceptions, IRON MOUNTAIN EQUIPMENT RENTALS LTD. waives its right to require the Customer to be responsible for more than 10% of the actual replacement cost of the equipment, not to exceed \$1000 plus applicable taxes, resulting from losses to IRON MOUNTAIN EQUIPMENT RENTALS LTD. arising out of the theft or direct physical damage to the equipment. The Customer acknowledges that the Accidental Damage Waiver is not insurance. The Accidental Damage Waiver does not apply to, and IRON MOUNTAIN EQUIPMENT RENTALS LTD. does not waive any rights or remedies whatsoever against the Customer or otherwise for, loss of or damage to:

- a) The equipment resulting from upset, overturn or overhead damage (for any reason whatsoever), from use of the equipment other than in accordance with the provisions of this Rental Contract, or from improper fuel, hydraulic fluid, coolant or pressure levels, improper cleaning, lubrication or servicing or other improper maintenance of the equipment.
- b) Motors, generators, drills or other electrical devices resulting from portable electric current (unless the source of the electric current is a generator supplied by IRON MOUNTAIN EQUIPMENT RENTALS LTD.)
- c) Hydraulic cylinder, tires and tubes (for any reason whatsoever)
- d) Accessories (including without limitation air hoses, electric cords, blades, welding cables, liquid fuel tanks, harnesses and lanyards) for any reasons whatsoever, including without limitation theft.
- e) The equipment resulting from loss or theft, unless the theft required forced entry into a building, enclosed area, or fencing at which the equipment is located, or forced entry into the equipment itself, and the forced entry is substantiated by a police report.

