

TERMS OF THE RENTAL AGREEMENT

The rental of the equipment to the Customer described above is conditional upon acceptance of the terms set out below. The Customer accepts that Backyard Outfitters & Rentals does not allow the release of any of its equipment without full acceptance of the terms set out herein and the further basic terms incorporated by reference hereunder. The contractual relationship established by this arrangement is herein referred to as the "Agreement".

1. Customer Payment Responsibilities

1.1 The Customer covenants and agrees to duly pay all amounts due to Backyard Outfitters & Rentals under this Agreement which amounts shall be paid forthwith to Backyard Outfitters & Rentals upon demand including any per day, per hour or per use charges as may be applicable to the circumstances. All such amounts as may be due and owing to Backyard Outfitters & Rentals, including per hour, per day, per use or similar charges (all included in the term "Rental Rates") as well as any claims for damages to the Equipment, loss of use or availability to Backyard Outfitters & Rentals shall be included in the term "Charges" and the same shall be payable to Backyard Outfitters & Rentals by the Customer upon demand.

1.2 The Customer acknowledges and agrees that charges will arise commencing on the day the Rental Period begins and accrues up to and including the day the Rental Period concludes. The Customer acknowledges that the Customer is responsible for any damages which occur to the Equipment while the Equipment is in the care of the Customer, subject to the Customer choosing to enter into its Rental Protection Program.

1.3 The Customer acknowledges and shall pay all applicable taxes in addition to the Charges as due and payable and shall pay the same upon request or demand.

2. Condition/Inspection of Equipment

2.1 The Customer acknowledges that it has had the opportunity to inspect the Equipment, and has received the Equipment in satisfactory mechanical and physical condition.

2.2 In the event that the Equipment malfunctions or requires repair, the Customer shall immediately cease use of the Equipment and notify Backyard Outfitters & Rentals. If the malfunction or repair is the result of normal operation, Backyard Outfitters & Rentals will, at its sole discretion, repair the Equipment or replace it with similar Equipment if available.

2.3 The Customer agrees that its sole remedy for any defect or failure in the Equipment will be the cessation of per hour, per use or per day charges for the applicable Equipment for the applicable period after the malfunction until repair or replacement of the applicable item of Equipment. The Customer specifically acknowledges and agrees that in no event shall Backyard Outfitters & Rentals, its employees, agents, directors or assigns be responsible for any other cost or claim whatsoever, including without restriction, loss of use, consequential damages, loss of expected profit or any other claim or damage whatsoever. The Customer specifically acknowledges that its sole recourse against Backyard Outfitters & Rentals shall be for recovery of amounts prepaid for any period of time or prepaid use of the Equipment and the Customer specifically releases Backyard Outfitters & Rentals from any further or other claim whatsoever in relation to the Equipment or any other aspect of the relationship covered by or tangential to this Agreement.

3. Delivery/Return of Equipment

3.1 The Customer releases and discharges Backyard Outfitters & Rentals from any and all liability and/or damages arising out of delivery delays or unavailability of replacement equipment, which may result from Backyard Outfitters & Rentals' failure or inability to deliver or supply any replacement equipment by a specified date or time.

3.2 At the expiration of the Rental Period, the Customer will return the Equipment to Backyard Outfitters & Rentals in good condition subject only to reasonable wear and tear, in accordance the terms more specifically set out in the Additional Terms. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift per day basis.

4. Ownership and Use of Equipment

4.1 The Customer acknowledges that the Equipment is property of Backyard Outfitters & Rentals. In the event of the loss or destruction of all or any part of the Equipment, or for any reason the Customer fails to return all or any part thereof, the Customer shall be responsible for and shall pay to Backyard Outfitters & Rentals the full replacement value of such Equipment, as well as any expenses for loss of use and the applicable rental rate for such damaged or missing Equipment until Backyard Outfitters & Rentals has had a reasonable opportunity to replace the same in the circumstances.

4.2 The Customer covenants and warrants that any person operating the Equipment has been fully trained and is qualified in the safe and proper use thereof. The Customer shall, at its expense, clean, inspect and maintain the Equipment in good condition for as long as the Equipment is in its possession or control. The Customer agrees to comply with any and all applicable federal, provincial, territorial, local or municipal regulations, statutes, by-laws, ordinances, rules and orders including those related to occupational health and safety that may be in effect and apply to the Equipment.

5. Requirement for Customer Insurance Coverage

5.1 In the event that the Customer has not entered into the Rental Protection Program coverage with Backyard Outfitters & Rentals, including the payment of associated fees therefore, the Customer agrees to provide and maintain adequate insurance coverage as set out in the Additional Terms.

6. Encumbrances

6.1 The Customer shall keep the Equipment free and clear of any and all mechanic and other liens, charges or encumbrances.

7. Signing Authority

7.1 Any individual signing this Agreement represents that he or she has signing authority to execute this Agreement on behalf of the Customer, and that he or she is of legal age.

8. Customer's Indemnification

8.1 The Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment by the Customer, and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment or its use. The Customer agrees to reimburse, indemnify, defend and completely hold harmless, at the Customer's sole expense, Backyard Outfitters & Rentals, its officers, directors, agents and employees against all losses, liabilities, damages, injuries, demands, costs, expenses (including solicitor fees and any loss of profits) claims, fines, settlements or penalties arising from, or in any way connected to this Agreement and the use, maintenance, operation, possession or rental of the Equipment.

9. Payment/Interest/Taxes

9.1 All amounts due and specified on this Agreement, including any Charges, are payable in full within thirty (30) days from the date thereof. If such amount is not paid within thirty (30) days, the Customer agrees to pay interest at the rate of two (2%) percent per month, compounded monthly (being an effective rate of twenty-seven point one (27.1%) percent per annum), calculated and payable monthly, on any such past due amounts.

10. Additional Terms

10.1 This Agreement comprises the key terms of the Rental Agreement between the parties. The parties are subject to additional terms set out in this document and in Backyard Outfitters & Rentals website, the "Additional Terms" which form part of this Agreement.

10.2 Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Additional Terms and/or the Rental Protection Plan to the front page of this Agreement.

10.3 The Customer acknowledges that it has had the opportunity to read and review the Additional Terms and has explicitly consented to and agreed to the incorporation of the Additional Terms.

11. Defined Terms

11.1 "Customer" is the term as defined in the Additional Terms and includes the party set forth under the Customer's name section above.

11.2 "Equipment" includes all equipment let, lent, rented or leased to the Customer pursuant to the terms of this Agreement, including, without limitation, all equipment set forth earlier on this document.

11.3 "Rental Period" includes the period of time that the Equipment has been released by Backyard Outfitters & Rentals to the possession or direction of the Customer and includes any period of time that the Equipment has been requested to be reserved for pickup by the Customer, whether or not the Customer attends to take possession of the Equipment.

11.4 "Rental Protection Program" means the acceptance by Backyard Outfitters & Rentals of certain risks of damage to the Equipment occasioned by accident or incidental misuse by the Customer (but excluding in all cases intentional acts of destruction or malicious damage to the Equipment, more specifically set out in the terms of the "Rental Protection Program" addendum in force at the time that this Agreement was commenced).

12. Entire Agreement

12.1 The Customer acknowledges that the terms and conditions of this Agreement represent the entire agreement between the Customer and Backyard Outfitters & Rentals with respect to the Equipment and the rental of the Equipment.

ADDITIONAL TERMS OF THE RENTAL AGREEMENT

1. Definitions

1.1 "Additional Terms" means the terms outlined herein, which form part of the Rental Agreement;

1.2 "Backyard Outfitters & Rentals" means Backyard Outfitters & Rentals, the company from which the Customer has rented equipment pursuant to the Rental Agreement, and its successors and assigns;

1.3 "Customer" means the company, person, or entity who has contracted to rent Equipment from Backyard Outfitters & Rentals set forth under the Customer's name section attached to the Rental Agreement, and includes in addition, any principal on whose behalf and whom Backyard Outfitters & Rentals has accepted as principal;

1.4 "Equipment" means the item(s) that the Customer has agreed to rent from Backyard Outfitters & Rentals pursuant to the Rental Agreement;

1.5 "Agreement" means whole of the terms to the agreement between Backyard Outfitters & Rentals and the Customer and attached to the front page of the Rental Agreement;

1.6 "Rental Agreement" means the agreement entered into by Backyard Outfitters & Rentals and the Customer;

1.7 "Rental Period" includes the period of time that the Equipment has been released by Backyard Outfitters & Rentals to the possession or direction of the Customer and includes any period of time that the Equipment has been requested to be reserved for pickup by the Customer, whether or not the Customer attends to take possession of the Equipment.

1.8 "Rental Rate" means all such amounts as may be due and owing to Backyard Outfitters & Rentals, including per hour, per day, per use or similar charges pursuant to the front page of the Rental Agreement;

2. Additional Terms

2.1 The Customer agrees that it is bound by these Additional Terms, which form part of the Rental Agreement executed by the Customer.

3. Rental Period/Expense

3.1 The Customer shall be financially responsible for all sales, mileage, transport, fuel, service, damage and environmental charges, as well as any other charges associated with the Rental Agreement (the "Expenses"). The Customer shall pay to Backyard Outfitters & Rentals the Expenses forthwith upon demand.

3.2 The Customer agrees to pay the Expenses starting on the day that the Rental Period commences and the Equipment leaves Backyard Outfitters & Rentals to the day the Rental Period expires, or the day the Equipment is returned to Backyard Outfitters & Rentals during normal business hours in good condition pursuant to the Rental Agreement.

3.3 The Customer agrees to pay the Expenses starting on the day that the Equipment leaves Backyard Outfitters & Rentals to the day the Equipment is returned to Backyard Outfitters & Rentals during normal business hours in good condition pursuant to the Rental Agreement.

3.4 The Rental rate for normal "one shift" usage based on an eight (8) hour day, forty (40) hour per week and one-hundred sixty hour per four (4) week period basis. On power equipment, operations in excess of one shift will be one and a half times (1.5) the rental charge for double shift and two (2) times the rental charge for triple shift. The Customer will truthfully and accurately certify to Backyard Outfitters & Rentals the number of shifts the Equipment was operated.

3.5 If the Customer fails to return the Equipment with full fuel tanks, the Customer will be subject to applicable fuel service charges for all Equipment.

3.6 If the Equipment is not returned as specified in this Section 3 upon expiration of the Rental Period, the Customer agrees that Backyard Outfitters & Rentals, in its sole discretion, may require the Customer to (a) for a period of less than one (1) day, pay the full daily Rental Rate applicable to the Equipment; (b) continue to pay the Rental Rate applicable to the Equipment as specified in Section 3.3 hereto; or (c) pay any increased Rental Rates in effect at the time of, or after, the expiration of the Rental Period.

4. Delivery/Return of Equipment

4.1 At the expiration of the Rental Period, the Customer will return the Equipment to Backyard Outfitters & Rentals during its normal business hours or if Backyard Outfitters & Rentals has agreed to pick up the Equipment. Backyard Outfitters & Rentals shall endeavor to pick up the Equipment within a commercially reasonable period of time after the Customer notifies Backyard Outfitters & Rentals that the Rental Period has expired. The Customer is obligated to restore the Equipment to the same condition as when delivered, reasonable wear and tear excepted, as described in Subsection 4.3 hereto. Tanks shall be empty and cleaned of all contents as required by any applicable municipal, provincial, territorial and federal laws, ordinances and regulations including but not limited to environmental laws, and following any applicable codes, procedures and practices. The Customer shall be responsible for all damages to or loss of the Equipment from the time Customer takes possession of the Equipment until the Equipment is either returned to or picked up by Backyard Outfitters & Rentals. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Backyard Outfitters & Rentals for any reason whatsoever, the Customer will pay Backyard Outfitters & Rentals the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, the Customer shall pay Backyard Outfitters & Rentals the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Backyard Outfitters & Rentals shall be under no obligation to commence repair work until the Customer has paid to Backyard Outfitters & Rentals the estimated cost thereof. The Customer agrees that Backyard Outfitters & Rentals maintains the right to charge the Customer's credit card and/or account for any amount owed by the Customer pursuant to this Section due to damaged or lost Equipment.

4.2 During a widespread or global occurrence of an infectious disease, for Equipment handled by a person known or suspected to be infected or used in a known or suspected zone of infection including but not limited to permanent or temporary healthcare facilities and testing facilities, ambulance interiors, and biological laboratories, the Customer shall disinfect the Equipment in accordance with the following requirements: (a) disinfection must be performed by an independent contractor acceptable to Backyard Outfitters & Rentals; (b) it must be documented to Backyard Outfitters & Rentals' satisfaction; (c) in the event the Customer is unable to disinfect in accordance with the equipment, Backyard Outfitters & Rentals will disinfect the Equipment and charge the Customer for the costs incurred.

4.3 Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift

basis. The following shall not be considered reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels, cavitation or freezing; (b) except where Backyard Outfitters & Rentals expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; (f) and any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

5. Ownership and Use of Equipment

5.1 The Customer agrees to perform, at the Customer's expense, all maintenance required to keep the Equipment in good working order and in compliance with all normal and periodic maintenance schedules established in the manuals for the Equipment. The Customer acknowledges that Backyard Outfitters & Rentals has no responsibility to inspect the Equipment while it is in the Customer's possession.

5.2 The Customer warrants that any person operating the Equipment has been fully trained and is qualified in the safe and proper use thereof. The Customer warrants that only the Customer's employees, authorized agents or employers who have reached the age of majority by law, have a valid operator's license relative to the Equipment and who are in compliance with the law, will operate or use the Equipment and must do so with the Customer's approval.

5.3 The Customer agrees to perform, at the Customer's expense, all maintenance required to keep the Equipment in good working order and in compliance with all normal and periodic maintenance schedules established in the manuals for the Equipment. The Customer agrees to clean and visually inspect the Equipment daily, and to immediately notify Backyard Outfitters & Rentals when the Equipment needs repair or maintenance. The Customer acknowledges that Backyard Outfitters & Rentals has no responsibility to inspect the Equipment while it is in the Customer's possession.

5.4 Backyard Outfitters & Rentals reserves the right to replace the Equipment with other similar equipment for any reason at any time.

6. Requirement for Customer Insurance Coverage

6.1 The Customer agrees to provide and maintain, at the Customer's sole cost, adequate physical damage, property damage, liability, public liability, and casualty insurance. The Equipment specified in the Rental Agreement shall be insured for its full replacement cost. The Customer shall obtain insurance policies which provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by Backyard Outfitters & Rentals. The Customer shall name Backyard Outfitters & Rentals as an additional insured for claims arising out of the maintenance, operation, or use by the Customer of equipment rented to the Customer by Backyard Outfitters & Rentals, and, if applicable, additional loss payee for property insurance. In the event any policy provided in compliance with the Rental Agreement and these Additional Terms states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, the Customer agrees that nothing in the Rental Agreement is intended to restrict or limit the breadth of such insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by the Rental Agreement these Additional Terms shall include a waiver of rights of recovery against Backyard Outfitters & Rentals or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Backyard Outfitters & Rentals or its insurers. The risk and liability to any injury or damage to the Equipment from any source or cause whatsoever until the Equipment is returned to Backyard Outfitters & Rentals shall be borne by the Customer and the amount of such damage shall be paid by Backyard Outfitters & Rentals by the Customer upon demand. The policies required hereunder shall provide that Backyard Outfitters & Rentals must receive not less than 90 days' notice prior to any cancellation. The Customer shall provide Backyard Outfitters & Rentals with documented proof of all required insurance coverage.

6.2 If the Equipment is not licensed for road use, the Customer must either (a) elect to name Backyard Outfitters & Rentals as a loss payee evidencing property insurance coverage, or (b) elect to purchase the Rental Protection Plan as set out in Addendum 1 to the Rental Agreement.

7. No Purchase Option

7.1 Unless the Customer has entered into a specific separate agreement signed by Backyard Outfitters & Rentals, the Customer has no option or right whatsoever to purchase the Equipment. The Rental Agreement is not a contract for sale, and title to the Equipment shall at all times remain with Backyard Outfitters & Rentals.

8. Encumbrances

8.1 The Customer shall keep the Equipment free and clear of any and all mechanic and other liens, charges or encumbrances. The Customer will promptly notify Backyard Outfitters & Rentals of any security interest, liens charges or other encumbrances on or with respect to the Equipment of which the Customer has knowledge, will promptly pay or satisfy any obligation from which any lien, charge or encumbrance arises, and will deliver the Backyard Outfitters & Rentals appropriate satisfactions, waivers, or evidence of payment of any lien, charge or encumbrance.

9. Disclaimers of Warranty

9.1 Backyard Outfitters & Rentals makes no express or implied warranties or representations (a) of merchantability of the Equipment; (b) of fitness of the Equipment for any particular use or purpose; (c) that the Equipment is fit for the Customer's use; or (d) that the Equipment is free of defects.

9.2 The Customer acknowledges that Backyard Outfitters & Rentals is not a manufacturer of the Equipment, and that Backyard Outfitters & Rentals will not be liable for any claims for injury, property damage, parts, labor, delay or business interruption by the Customer or third parties.

10. Lending or Subletting

10.1 The Customer shall not sublease, subrent, loan or assign the Equipment without first obtaining the written consent of Backyard Outfitters & Rentals. The Customer agrees to keep and use the Equipment at the site set forth in the Rental Agreement unless Backyard Outfitters & Rentals approves otherwise in writing.

11. Events of Default

11.1 The Customer shall be deemed to be in default of the Rental Agreement if (a) the Customer fails to pay any amount when due; (b) the Customer breaches any terms of the Rental Agreement; (c) the Customer becomes insolvent, ceases or threatens to cease doing business; (d) any bankruptcy, reorganization, insolvency, liquidation or other proceedings for the relief of debtors are instituted by or against the Customer; (e) a receiver, trustee, liquidator or other person with similar powers is appointed with respect to the Customer; or (f) the Customer is in default with any other agreement with Backyard Outfitters & Rentals.

12. Remedies of Backyard Outfitters & Rentals

12.1 In the event of the Customer's default as specified herein, Backyard Outfitters & Rentals may do any one or more of the following: (a) terminate the Rental Period without notice to the Customer, for which the Customer shall remain liable for any loss or damage to the Equipment notwithstanding such termination; (b) declare the entire amounts due hereunder immediately due and payable and commence any required legal action therefore; (c) take any steps necessary to recover the Equipment if it is not returned as required, including directing Backyard Outfitters & Rentals' employees or agents, without notice or legal process to enter upon the Customer's property and retake and repossess the Equipment. The Customer shall pay all costs and expenses incurred by Backyard Outfitters & Rentals in retaking and repossessing; and (d) pursue any other remedies available by law.