

1) DEFINITIONS

“Agreement” means the Reservation Details, together with any associated Rental and Service Agreement including these Rental and Service Terms and, to the extent applicable, the Rental Protection Plan that Lybroco makes available to direct commercial customers both of which are incorporated by reference therein.

“Credit Card” means the credit card provided by Customer as part of this Agreement or otherwise kept on file with Lybroco.

“Customer” means the person or entity identified as such in the Reservation Details or any representative, agent, officer or employee of Customer.

“Equipment” means any one or more of the items identified as rental items in the Reservation Details and any accessories, attachments or other similar items delivered to Customer including, but not limited to, Telematics Devices (as defined below), air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles.

“Lybroco” means Lybroco Rentals Inc.

“Qualified Operator” means any individual who is permitted by Customer to operate the Vehicle or Equipment. This includes individuals identified in the Rental and Service Agreement as additional QUALIFIED OPERATOR(S). All Qualified Operators must have a valid operator’s license (as applicable), and relevant experience and training to operate the Vehicles and/or Equipment. By operating the Vehicle, a Qualified Operator will be deemed jointly and severally responsible for Customer’s obligations related to the Vehicle and for any obligations that the Rental and Service Agreement imposes on a Qualified Operator of the Vehicle.

“Rental and Service Agreement” means the agreement made between Customer and Lybroco for Lybroco to rent Equipment and/or provide Services, whether that agreement is made in person at the Store Location, online or at the time of Equipment delivery, and which incorporates by reference these Rental and Service Terms and, to the extent applicable, the Rental Protection Plan that Lybroco makes available to direct commercial customers.

“Rental Period” means the period of time between the “Rental Out” and “Scheduled In,” set forth in the Reservation Details to a maximum of 11 months at which point the machine must be returned to Lybroco Rentals Inc., except that the Rental Period may terminate earlier as provided in Sections 21) and 25) hereof or if Customer returns the Equipment earlier.

“Reservation Details” means the Equipment, Rental Period, delivery information, payment information and other information set forth on the Confirmation/Order Summary Screen or the Rental and Service Agreement, as the case may be.

“Service” or “Services” means the services provided by Lybroco Rentals Inc. in connection with the rental of Equipment, including Trench Services, Scaffolding Services, Fluid Solutions Services, Power and HVAC Services and Tool Services (each as defined in Section 24) below).

“Specialty Media” means specialty filtration materials purchased in connection with the rental of Equipment used for Fluid Solutions (as defined below), such as sand, gravel, carbon or other materials used to remove certain contaminants or other materials.

“Store Location” means the Lybroco address set forth in the Rental and Service Agreement.

“Tanks” means the Equipment, identified as rental items as part of the Fluid Solutions Services, in which Customer stores materials.

“Non-Hazardous Waste” means any material, substance or waste that does not fall under the definition of “Regulated Materials” defined in Section 8).

2) AUTHORITY TO SIGN

Any individual signing the Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Agreement on behalf of Customer.

3) INDEMNITY / HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD LYBROCO, AND ALL OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE (A) INSTALLATION, OPERATION, USE, ALTERATION, MODIFICATION, REMOVAL, POSSESSION OR RENTAL OF THE EQUIPMENT, OR (B) ERRORS, OMISSIONS, INACCURACIES OR MISREPRESENTATIONS (WHETHER INTENTIONAL OR INADVERTENT) IN THE DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER, OR OBTAINED FROM OTHERS (INCLUDING ANY THIRD-PARTY DOCUMENTS OR DOCUMENTATION), UPON WHICH LYBROCO RELIES WHEN PROVIDING THE EQUIPMENT OR SERVICES. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST LYBROCO BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY LYBROCO FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF LYBROCO. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE AGREEMENT.

4) INSPECTION OF EQUIPMENT

Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair and suitable for Customer's needs. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges Lybroco is not

responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors. With respect to the rental of Tanks, Customer shall take independent action to ensure that any materials Customer stores in the Tanks are chemically compatible with the Equipment. Customer shall provide Lybroco with the safety data sheet ("SDS") or verified laboratory tests that identify the material Customer stores in the Tanks. If Customer discovers any malfunction or defect in the Equipment, Customer shall promptly notify Lybroco. Customer shall abide by all third party manufacturer requirements regarding repair, maintenance, and notice.

5) LIMITATION OF LIABILITY

In no event shall Lybroco be liable or responsible to Customer or any other person for: (i) any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use; (ii) Lybroco's failure to deliver the Equipment as required hereunder or Lybroco's failure to repair or replace non-working Equipment; (iii) or any incidental, consequential, punitive or special damages, including damages resulting from the delay to any ongoing projects, in connection with this Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or product liability, even if so advised of the possibility of such damages, if such damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to Lybroco and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

6) CUSTOMER RESPONSIBILITIES

Customer shall provide Lybroco with the information and the documentation Lybroco requests to assess, plan and perform the Services and/or provide the Equipment. All Equipment is provided and Services are performed based on information provided by Customer or others, including the Database Information (as defined below), and Lybroco is relying on the accuracy and completeness of such information in providing the Equipment and performing such Services. Customer recognizes that it is impossible for Lybroco to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Customer is responsible for providing a secure and safe work environment for all parties, including Lybroco and its employees, and for ensuring that the Services are carried out in compliance with applicable laws.

7) USE OF EQUIPMENT

Customer is familiar with the proper operation and use of each item of Equipment. Customer has selected the Equipment based on its requirements and will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner; without a license, if required under any applicable law; or who is not a Qualified Operator. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles or equipment registered, Customer shall only use ultra-low-sulfur diesel fuel in Equipment with tier 5 engines. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD LYBROCO HARMLESS FROM ALL FINES, PENALTIES, DAMAGE TO EQUIPMENT AND ANY OTHER COSTS INCURRED BY LYBROCO DUE TO DYED FUEL BEING INTRODUCED INTO THE**

PROPULSION TANK OF SUCH VEHICLES/EQUIPMENT. Customer agrees to: (i) check filters, oil, fluid levels and tire air pressure; (ii) clean and visually inspect the Equipment daily; and (iii) immediately cease using the Equipment and immediately notify Lybroco if Equipment needs repair or maintenance. Customer acknowledges that Lybroco has no responsibility to inspect the Equipment while it is in Customer's possession. Lybroco shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason. Unless Customer otherwise notifies Lybroco in writing at the time of signing the Agreement, Customer represents and warrants that Customer is entering into the Agreement only for business or commercial purposes and not for personal, family, household, or farming purposes, or in connection with the operation of a farm, ranch or feedlot, and the Equipment will not be used for any such purposes.

8) WARRANTY / DISCLAIMER OF WARRANTIES

LYBROCO WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY AND THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, LYBROCO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, SPECIALTY MEDIA OR SERVICES AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING THE PERFORMANCE OF ANY FILTRATION EQUIPMENT TO MEET ANY APPLICABLE REGULATORY STANDARD. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE AGREEMENT, LYBROCO DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, LYBROCO SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY, LYBROCO SHALL, AT ITS SOLE COST AND EXPENSE, RE-PERFORM THE SERVICE.

9) MALFUNCTIONING EQUIPMENT

Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify Lybroco. If such condition is the result of normal operation, Lybroco will repair or replace the Equipment with reasonably-similar Equipment in working order, if such replacement Equipment is available. Lybroco has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within twenty-four (24) hours from the time of defect in order to terminate rental charges.

10) RETURN OF EQUIPMENT / DAMAGED AND LOST EQUIPMENT

At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during Lybroco's regular business hours or if Lybroco has agreed to pick up the Equipment, Lybroco shall endeavor to pick up the Equipment within a commercially reasonable period of time after Customer notifies Lybroco that the Equipment is called "off-rent". Customer is obligated to restore the Equipment to the same condition as when delivered, reasonable wear and tear (as defined below) excepted. 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. 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 the Store Location by Customer or picked up by Lybroco. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Lybroco for any reason whatsoever, Customer will pay Lybroco 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, Customer shall pay Lybroco the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Lybroco shall be under no obligation to commence repair work until Customer has paid to Lybroco the estimated cost therefor. Customer agrees that Lybroco reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this Section due to damaged or lost Equipment.

Disinfecting: 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, Customer shall disinfect the Equipment in accordance with the following requirements: (i) disinfection must be performed by an independent contractor acceptable to Lybroco; (ii) it must be documented to Lybroco's satisfaction; (iii) in the event Customer is unable to disinfect in accordance the Equipment, Lybroco will disinfect it and charge Customer for the costs incurred.

11) REASONABLE WEAR AND TEAR

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 (as defined in Section 15) below). The following shall not be considered reasonable wear and tear: (i) damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels, cavitation or freezing; (ii) except where Lybroco 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; (iii) damage resulting from any collision, towing, winching, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (iv) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (v) wear resulting from use in excess of shifts for which rented; (vi) and any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

12) PAYMENT TERMS

Customer agrees to pay invoice according to the following payment schedule:

	Non-Account Holder	Account Holder
Daily/Weekly Rentals	Complete invoice payable prior to check out/release of equipment	Deposit on major credit card required prior to check out/release of equipment;
	Additional fees (fuel, repair, etc.) to be paid within 7 days after check in/return of equipment	Balance to be paid within 15 days of check in/return of equipment
4 Week/Monthly Rentals	Total amount owing for the first month/4 week period payable prior to check out/release of equipment	Deposit on major credit card required prior to check out/release of equipment;
	Each additional month/4 week period to be paid at the beginning of each month/4 week period	Total amount owing for the first month/4 week period payable within 15 days after the end of each month/4 week period.
	Additional fees (fuel, repair, etc.) to be paid within 7 days after check in/return of equipment	Balance to be paid within 15 days of check in/return of equipment

13) LATE RETURN

Customer agrees that if the Equipment is not returned by the end of the Rental Period, or if the Tanks are not in Empty Condition when Lybroco comes to the Customer job site to pick up the Tanks, Lybroco, in its sole discretion, may require Customer to do any of the following: (i) continue to pay the rental rate(s) applicable to the Equipment as specified in the Agreement. If the equipment is not returned before the end of the 11-month maximum term, Lybroco Rentals Inc. will be repossessing the equipment at the cost of the renting party; (ii) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (iii) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Scheduled In Period; or (iv) assess a pickup charge if the Tanks are not in Empty Condition. Customer agrees that Lybroco reserves the right to charge the Credit Card, and/or Customer's account for any amount owed by Customer pursuant to this Section due to late return of Equipment.

14) RENTAL PERIOD / CALCULATION OF CHARGES

a) Charges

Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is either returned to the Store Location during Lybroco's regular business hours or picked up by Lybroco. Pick-up and delivery by Lybroco is subject to a "Delivery and Pick-up Service Charge", the amount(s) of which are disclosed on the Rental and Service Agreement. Notwithstanding anything to the contrary in the preceding sentence, for the rental of Tanks, the rental period continues until Customer has emptied the Tanks of all contents and cleaned the Tanks in accordance with all applicable municipal, provincial,

territorial and federal laws, ordinances and regulations including but not limited to Environmental Laws ("Empty Condition"). Rental charges do not include the cost of the Refueling Service Charge, any applicable Taxes (as defined below), the cost of the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge (as defined below) or other miscellaneous charges, the amount(s) of which are disclosed on the Rental and Service Agreement. Additionally, Lybroco shall invoice Customer for any additional excess cleaning or repair costs, including: (i) removal of any alterations made by Customer to the Equipment; (ii) restoration of the Equipment to its original configuration; (iii) re-lining or re-painting of Tanks; (iv) disposal of any contents left in Tanks; or (v) transportation to and from an approved repair facility; vi) general cleaning of dirty equipment. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one shift" usage based on an eight (8) hours day, 40 hours per week and 160 hours per four-week period. On power equipment, operations in excess of one shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift. Customer will truthfully and accurately certify to Lybroco the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of the Agreement. TIME IS OF THE ESSENCE OF THE AGREEMENT.

b) Attempted Pickups

In the case that Lybroco attempts to pickup equipment and the equipment is not available for pickup for any reason including but not limited to: a) a missing key, b) equipment is locked in a building and not accessible, c) the equipment is stuck in poor terrain and cannot be removed under its own power, d) the equipment is not at the pickup location; Customer agrees to pay an additional one half of the delivery charge to a minimum of \$50 per attempted pickup.

Customer agrees to have equipment ready for pickup when Lybroco arrives for pickup. Any additional costs associated with pickup will be billed to Customer based on fair market value. Examples include but are not limited to a rescue vehicle must be hired to retrieve stuck equipment, drivers waiting for equipment to arrive on site, drivers waiting for a key to arrive on site or for access to a building.

c) Periods

Equipment can be picked up on the initial day of rental at 08:00 (8:00am) and until 17:00 (5:00pm) on the same day.

Equipment shall be returned to Lybroco Rentals Inc. by 17:00 (5:00pm) on the final day of the rental agreement. Late return will result in one of the following two charges:

If the late return encroaches on the booking schedule of another client, the RENTER (who is late returning the equipment) shall be charged a daily rental fee increased by 100% (double) of the normal daily fee.

If the late return does not encroach on the booking schedule of another client, the RENTER (who is late returning the equipment) shall be charged a daily rental fee for the equipment with no increase in price.

If Lybroco Rentals is delivering the equipment to the RENTER, Lybroco Rentals will complete delivery between 07:00 (7:00am) and 09:00 (9:00am).

If Lybroco Rentals is pickup up the equipment for return, Lybroco Rentals will arrive for pickup either between 17:00 (5:00pm) to 18:00 (6:00pm) on the final day of the rental agreement conclusion OR between 07:00 (7:00am)-10:00 (10:00am) on the day after the rental agreement has ended. The renter shall give the same care and responsibility to Lybroco Rentals and the equipment from the time that the agreement initiates until either the equipment is returned by the RENTER OR successfully picked up by Lybroco Rentals.

d) Equipment Transfers

Upon the request of Customer, Lybroco can transfer Equipment from one site to another. Site transfers are subject to charges as follows:

For daily rentals (duration less than 1 week) but of a rental period of more than 2 days, and where delivery is free for the original rental; each piece of equipment can be transferred one time within the designated "free delivery geographic zone" for free. Any additional site transfers for above Equipment will be at the price of \$50 per site transfer within the "free delivery geographic zone" or as quoted by Lybroco.

For weekly rentals (duration more than 1 week but less than a month), and where delivery is free for the original rental; each piece of equipment can be transferred one time within the designated "free delivery geographic zone" for free. Any additional site transfers for above Equipment will be at the price of \$50 per site transfer within the "free delivery geographic zone" or as quoted by Lybroco.

For monthly/4 week rentals (duration more than 1 month or 4 weeks as defined in the rental invoice), and where delivery is free for the original rental; each piece of equipment can be transferred one time per month or 4 week period within the designated "free delivery geographic zone" for free. Any additional site transfers for above Equipment will be at the price of \$50 per site transfer within the "free delivery geographic zone" or as quoted by Lybroco.

For all rentals which are not designated as free delivery, the site transfer fee is the standard delivery fee (one half of the original round trip fee) or as quoted by Lybroco.

15) REFUELING SERVICE CHARGE

Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the Store Location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.

16) ENVIRONMENTAL SERVICE CHARGE

Due to the hazardous nature of some waste and other products, to comply with federal and provincial environmental regulations, and to promote a clean environment, Lybroco charges an "Environmental Service Charge" for certain rentals. This is not a government-mandated charge. The Environmental

Service Charge is not designated for any particular use and is used at Lybroco's discretion. The Environmental Service Charge is 0.00% of the rental charge and will not exceed \$0.00. Customer acknowledges the items indicated in the Rental and Service Agreement are subject to the Environmental Service Charge and Customer agrees to pay that Environmental Service Charge.

17) DEPOSIT

In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms of the Agreement to be performed by Customer. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by Lybroco as a result of the breach.

18) PAYMENT

All amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental and service charges is essential to Lybroco's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Lybroco agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of two percent (2%) per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Rental rates do not include sales tax, goods and services tax or other taxes, levies and assessments required to be collected by Lybroco from Customer at any time upon, or in respect of, the Equipment and/or the Agreement (collectively, "Taxes"). Customer agrees that Lybroco reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this Section due to late or past due payment(s) or rental charges or Taxes. In the event Customer provides or asserts that no Taxes should be collected in respect of a transaction, Customer agrees to provide a valid tax exemption certificate, tax registration number or other documentation suitable to Lybroco evidencing that no Taxes are collectible. Should the transaction later be deemed taxable, Customer is obligated to and shall promptly reimburse Lybroco for any Taxes, plus applicable interest and penalties thereon, that should have been collected from Customer.

19) TITLE / NO PURCHASE OPTION / NO LIENS

With the exception of Specialty Media, the Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Lybroco. Unless covered by a specific supplemental agreement signed by Lybroco, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

20) TIRE AND TUBE REPAIR OR REPLACEMENT

Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.

21) DEFAULT

Customer shall be deemed in default should Customer fail to pay any amount when due hereunder; fail to perform, observe or keep any provision of the Agreement; become "Insolvent" (as defined herein), or should Lybroco anticipate that Customer may become Insolvent; or otherwise be in default. If Customer

is in default, Lybroco may do any one or more of the following: (i) terminate the Rental Period; (ii) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (iii) cause Lybroco's employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by Lybroco in retaking and repossessing the Equipment; or (iv) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer shall generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; make an assignment for the benefit of creditors, or petition or apply to any court or tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or take any action indicating its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for all or any substantial part of its properties.

22) CUSTOMER'S INSURANCE COVERAGE

Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (i) commercial auto liability insurance with at least a per occurrence limit of \$2 million; (ii) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$2 million per occurrence and \$4 million in the aggregate; and (iii) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by Lybroco. Customer shall name Lybroco as an additional insured for claims arising out of the maintenance, operation, or use by the Customer of equipment rented to Customer by Lybroco (providing coverage equal or greater than the standard ISO CG 20 28 07 04 or its equivalent), and, if applicable, additional loss payee for property insurance. Customer further agrees that the amount of insurance available to Lybroco shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Agreement. In the event any policy provided in compliance with this Agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this 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 this Agreement shall include a waiver of rights of recovery against Lybroco or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Lybroco or its insurers. The policies required hereunder shall provide that Lybroco must receive not less than 90 days' notice prior to any cancellation. Customer shall provide Lybroco with documented proof of all required insurance coverage. **FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i)**

ELECT TO NAME LYBROCO AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN (RPP) AS AVAILABLE.

23) NO ASSIGNMENT, LENDING OR SUBLETTING

Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of Lybroco, and any such action by Customer, without Lybroco's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth in the Agreement unless Lybroco approves otherwise in writing. Lybroco may at any time, without notice to Customer, transfer or assign the Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

24) CRIMINAL WARNING

The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

25) GPS TRACKING

Customer and Lybroco each consent to the collection and monitoring of electronic information, including Global Positioning System ("GPS") data, generated by or in connection with Customer's use of or the location of the Equipment(including the Telematics Devices). Customer agrees that Lybroco owns the data described in this paragraph and may use such data, including GPS data, for any purpose, including commercial purposes.

26) ENTIRE AGREEMENT / ONLY AGREEMENT

The Agreement, and any Addendum hereto, represent the entire agreement between Customer and Lybroco with respect to the Equipment, the rental of the Equipment, and the Service(s) provided to Customer. There are no oral or other representations or agreements not included herein. None of Lybroco's rights or Customer's rights may be changed and no extension of the terms of the Agreement may be made except in writing, signed by both Lybroco and Customer. Any use of Customer's purchase order number on the Agreement is for Customer's convenience only and terms and conditions, whether oral or written, that are different or inconsistent with the terms contained herein are hereby rejected by Lybroco.

27) ORDER OF PRECEDENCE

The terms and conditions of the Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by Lybroco. In the event that Lybroco signs Customer's purchase order or similar document, such signature shall be solely for the purpose of acknowledging the order; it being the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions.

28) CLASS ACTION WAIVER

Customer agrees that any claims or proceedings brought by Customer relating to the Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that

any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue Lybroco as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Lybroco. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

29) JURY WAIVER

The courts in the province in which the Store Location is located shall have exclusive jurisdiction over all matters relating to the Agreement. TRIAL BY JURY IS WAIVED. Lybroco shall be entitled to orders of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

30) LANGUAGE

The parties agree that the Agreement and any other document contemplated hereby will be drawn up in the English language only. Les parties acceptent que la présente Convention et tous les autres documents envisagés aux présentes soient rédigés en anglais uniquement.

31) FORCE MAJEURE

Neither party shall be liable to the other party for failure to comply with the terms of the Rental and Service Agreement or performance of its obligations hereunder to the extent such failure has been caused by Force Majeure, provided that the non-performing party shall give notice to the other party as soon as commercially possible and shall exercise reasonable efforts to resume performance. For the purposes of the Rental and Service Agreement, "Force Majeure" shall mean fire, war, insurrection, act of terrorism, riots, flood, hurricane, typhoon, earthquake, tornado, mudslide, tsunami, and any other natural disaster, pandemic or other causes beyond the reasonable control and not due to the fault of the non-performing party.

32) CHANGES TO THE RENTAL AND SERVICE TERMS

Lybroco reserves the right to modify or make changes to these Rental and Service Terms at any time. Any such modification will be reflected in these terms as of the "Last update" date above, and will be effective immediately upon public posting on Lybroco's website. Customer's continued use of the Equipment following any such modification constitutes and shall be deemed to constitute the Customer's acceptance of these modified Rental and Service Terms. Except for changes described here, no other amendment or modification of these Rental and Service Terms will be effective unless in writing and signed by the parties.

33) DIVISIBILITY

If any provision of this Agreement is invalid, illegal or incapable of being enforced under applicable law, that provision will be severed from this Agreement and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties shall modify this Agreement so as to effect the original intent of the parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Signature: _____ Name: _____ Date: _____