



### **Rental Agreement Terms and Conditions**

This Rental Agreement Terms and Conditions applies to Hart Oilfield Rentals Ltd (the "Company") and the Customer renting the equipment, are subject to the following terms and conditions;

**Rental Rates:** The Customer will pay to the Company the rates specified for the full period from the time the equipment leaves the possession of the Company to the time the equipment is returned to the Company, F.O.B. the Company's warehouse, regardless of inability to use the equipment for any reason.

**Approved Location:** The Customer shall keep the equipment at the location indicated and shall not move the equipment to another location without the Company's knowledge.

**Approved Transportation:** The Customer will not transport the equipment, or permit the equipment to be transported, by any carrier unless the Customer has first obtained the Company's approval of the carrier. The Customer is solely responsible for all transportation of the equipment F.O.B. the company's warehouse.

**Care:** The Customer will take reasonable care of the equipment, permit only competent operators to use it, and will return the equipment in as good condition as received, normal wear and tear is excepted.

**Damage to Equipment:** The Customer is responsible for damage done to the equipment, whether by fire, theft, transportation, accident, misuse, vandalism, neglect, or otherwise. The Customer authorizes the Company to make repairs arising from such damage to the equipment and the Customer will pay to the Company, on demand, fees for making any such repairs at the prevailing price. In case of damages so serious that it would not be practical to repair the equipment, the Customer will pay to the Company, on demand, the cost of replacing the equipment. The Customer will not conduct any repairs to the equipment without consent of the Company, which consent will not be unreasonably withheld.

**Lost Rental Time:** If the equipment is not returned on or before the end date for any reason whatsoever including theft and loss, or if the equipment is returned damaged, they Customer will pay to the Company the lost rental time at the rental rate in this agreement until the equipment is repaired or replaced as the case may be.

**Insurance:** The Customer will carry broad form physical damage insurance on all equipment.

**Assumption of Risk, Release of Liability and Indemnification:** The Customer assumes all risk and releases the Company from any liability or claim arising from the equipment. The Customer will indemnify and save harmless the Company from any and all liability arising from any injury, loss or damage to persons, property, or economic interest occurring directly from the equipment.

**Payment:** The Company may invoice the Customer for rental of the equipment at any time during or after the rental term.

**Costs:** The Customer shall pay all costs associated with collecting amounts owing under this agreement including full legal costs.

**Breach of Agreement:** If the Customer breaches any term of this agreement or becomes bankrupt or if the equipment is levied upon or becomes liable to seizure, the Company may, at its option, terminate this agreement without notice to the Customer, and otherwise and all expenses incurred in retaking possession of the equipment. If the Company terminates this agreement pursuant to this cause, all rights of the Customer hereunder shall become null and void.

**The Company** may apply any money paid by the Customer first on handling or repair charges or any other charges under this rental agreement, prior to applying such payments against rental rates.

**Time** is of the essence in this agreement.

**This Agreement** is governed by the laws of Alberta and the parties shall attorn to the jurisdiction of Alberta.

**Nothing** in this agreement shall be construed as an agreement of purchase.

**Whole Agreement:** This rental agreement constitutes the whole agreement between the parties and no representation or warranties have been made except as herein contained. Without limiting the generality of the foregoing, the Company does not represent or warrant that the equipment is suitable for the particular work or that the equipment will achieve any results. The Customer is solely responsible for using the equipment including all engineering in connection with its use. No employee of the Company is authorized to alter the terms of this agreement in any way.

**By Accepting this invoice, you agree to the terms and conditions.**