

## **VEHICLE VENTURE RENTAL TERMS AND CONDITIONS**

### **1. DEFINITIONS.**

**“Authorized Individuals”** are those individuals that the Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the province, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired.

**“Customer”** is the signing Party to any agreement and includes any representatives, agents, officers, employees or anyone signing the Contract.

**“Contract”** is any contract entered into between the Customer and Vehicle Venture as described in the terms of the Contract.

**“Equipment”** is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented.

**“Incident”** is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment.

**“Lost”** means the Equipment is either stolen, its location is unknown, or the Customer is unable to recover it for a period of 30 days.

**“Fair Market Value”** is the Equipment’s fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses.

**“Ordinary Wear and Tear”** means normal deterioration considered reasonable in the equipment rental industry for One Shift use.

**“Party”** means Vehicle Venture or the Customer and together both are the “Parties”.

**“Rental Period”** is as identified on any agreement and commences when the Equipment is delivered to Customer and continues until the Equipment is returned to Vehicle Venture during normal business hours, provided the Customer has otherwise complied with the Contract entered into.

**2. TERMS.** The Customer’s execution of the Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for all past and future Contracts between Vehicle Venture and the Customer upon the Customer’s receipt of Vehicle venture’s Equipment under those Contracts. The Customer rents the Equipment from Vehicle Venture pursuant to the Contract, which is a true lease. The Equipment is and shall remain the personal property of Vehicle Venture and shall not be affixed to any other property. The customer shall not encumber the Equipment in any manner.

**3. PERMITTED USE.** The Customer agrees and warrants that:

(a) Vehicle Venture has no control over the manner in which the Equipment is operated during the Rental Period by the Customer or any third party that the Customer implicitly or explicitly permits;

(b) prior to each use and its return to Vehicle Venture, the Customer shall inspect the Equipment to confirm that the Equipment is in good condition, and without defects;

(c) the Customer has access to and shall review the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment;

(d) any apparent agent at the Customer's address is authorized to accept delivery of the Equipment (and if the Customer requests, the Customer authorizes Vehicle Venture to leave the Equipment at the address without requirement of written receipt);

(e) the Customer shall immediately stop use and notify Vehicle Venture if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs;

(f) the Customer has received from Vehicle Venture all information needed or requested regarding the operation of the Equipment;

(g) Vehicle Venture is not responsible for providing operator or other training;

(h) Vehicle Venture is not responsible for the Customer's obligation to provide reasonable accommodation(s) to any Authorized Individual(s) who require them;

(i) only Authorized Individuals shall use and operate the Equipment, however the Customer is responsible for the Equipment and its use during the Rental Period regardless of the user;

(j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, provincial, territorial and local laws, permits and licenses, including but not limited to, workplace health and safety statutes;

(k) the Customer shall provide Vehicle Venture with accurate and complete information, which Vehicle Venture relies upon to provide the appropriate Equipment to Customer.

**4. PROHIBITED USE.** The Customer shall not:

(a) alter the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment;

(b) assign its rights under the Contract;

(c) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or

(d) allow the use of the Equipment by anyone other than Authorized Individuals (the Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

**5. MAINTENANCE.** The Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of, grease, tires, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Vehicle Venture or its agents, but Vehicle Venture has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless the Customer requests a service call. If Vehicle Venture determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, the

Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's Fair Market Value, the Customer will be responsible for the Fair Market Value of the Equipment, including sales tax, as applicable. Vehicle Venture has the right to inspect the Equipment wherever located. The Customer has the authority to and hereby grants Vehicle Venture and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Vehicle Venture shall be responsible for repairs needed because of Ordinary Wear and Tear. The Customer agrees that repair or replacement of the Equipment is the Customer's exclusive remedy for Vehicle Venture's breach of this Section. Notwithstanding Vehicle Venture's service commitment, if the Customer breaches the Contract, Vehicle Venture shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to the Customer until the Customer or its agent agrees to pay for such charges.

**6. PAYMENT.** Customer shall pay for the rental of Equipment, materials, and all other items and services identified in the Contract and all other amounts due, in full, at the end of the Rental Period. The Customer shall reimburse Vehicle Venture for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under the Contract. Deposits will only be returned after all amounts are paid in full. THE CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, THE CUSTOMER AUTHORIZES VEHICLE VENTURE TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THE CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.

**7. DEFAULT.** The Customer shall be in default if they:

- (a) fail to pay sums when due;
- (b) breach any section of the Contract;
- (d) place the Equipment at risk; or
- (e) fail to return Equipment immediately upon Vehicle Venture's demand.

**8. CRIMINAL WARNING.** The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

**9. NO WARRANTIES.** VEHICLE VENTURE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST VEHICLE VENTURE. THE CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES VEHICLE VENTURE FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF VEHICLE VENTURES'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM THE CUSTOMER OR THIRD PARTIES, UPON WHICH VEHICLE VENTURE

RELIES; PROVIDED HOWEVER, IF THE CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.

**10. RELEASE AND INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CUSTOMER INDEMNIFIES, RELEASES, HOLDS VEHICLE VENTURE HARMLESS AND AT VEHICLE VENTURE'S REQUEST, DEFENDS VEHICLE VENTURE (WITH COUNSEL APPROVED BY VEHICLE VENTURE), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY THE CUSTOMER OR ANY THIRD PARTY THAT THE CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR BREACH OF THE CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. THE CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. THE CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE CONTRACT. All of the Customer's indemnification obligations under this paragraph shall be joint and several.

**11. LIMITATION OF VEHICLE VENTURE'S LIABILITY.** IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, THE CUSTOMER AGREES THAT VEHICLE VENTURE'S LIABILITY UNDER THE CONTRACT, INCLUDING ANY LIABILITY ARISING FROM VEHICLE VENTURE'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THE CONTRACT.

**12. GOVERNING LAW.** The Parties expressly and irrevocably agree the Contract, including any related tort claims, shall be governed by the laws of Ontario, without regard to any conflicts of law principles and if any section of the Contract is prohibited by any law, such section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections. THE CUSTOMER WAIVES ANY STATUTORY PROVISIONS WHICH CONFLICT WITH THE TERMS OF THE CONTRACT.

**13. FORCE MAJEURE.** Vehicle Venture shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract when and to the extent such failure or delay is caused by or results from acts beyond Vehicle Venture's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"):

- (a) acts of God;
- (b) flood, fire, earthquake, epidemics, pandemics or explosion;
- (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- (d) government order, law, regulations, shutdowns, or actions;
- (e) embargoes or blockades in effect on or after the date of the Contract;
- (f) national or regional emergency;

- (g) strikes, labor stoppages or slowdowns, or other industrial disturbances;
- (h) shortage of adequate power or transportation facilities; and
- (i) other events beyond the control of Vehicle Venture.

**14. MISCELLANEOUS.** The Contract, together with any Customer executed agreement, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in the Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. The Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in the Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Contract. The Customer's obligations hereunder shall survive the termination of the Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. The Contract and all of the Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in the Contract conflict, the Parties agree that the more specific terms control. A copy of the Contract shall be valid as the original. Any failure by Vehicle Venture to insist upon strict performance of any Section of the Contract shall not be construed as a waiver of the right to demand strict performance in the future. The Customer and the person signing the Contract agree, represent and warrant that: the person executing is 18 or the legal age of majority in the province, whichever is greater and they both have full authority to execute, deliver and perform the Contract; and the Contract constitutes a legal, valid and binding obligation of the Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.