

Addendum to ECONORENT EQUIPMENT RENTALS, INC. (“Econorent”)

Rental Service Terms

Rental Damage Waiver Terms and Conditions

- 1. TERMS.** Customer’s execution of this Addendum or taking possession of the Equipment (whichever occurs first) shall constitute acceptance of the terms of this Addendum, shall apply to all past and future contracts between Econorent and Customer involving the receipt of Econorent’s Equipment. Customer rents the Equipment from Econorent pursuant to this Contract, which is a true lease. The Equipment (a) is, and shall remain, the personal property of Econorent and (b) shall not be affixed to any real or personal property. Customer shall not pledge, encumber, or otherwise grant any interest in the Equipment in any manner.
- 2. PERMITTED USE.** Customer agrees and warrants that (a) Econorent has no control over the manner in which the Equipment is operated during the Rental Period, whether by Customer or any third party permitted by Customer, expressly or implicitly (b) prior to each use and its return to Econorent, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer’s intended use; (c) Customer has reviewed, or had the opportunity to review, all operating and safety instructions and will operate the Equipment in accordance with those instructions, the manufacturer’s instructions and with applicable safety equipment; (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Econorent to leave the Equipment at the Site Address without requiring a signed receipt); (e) Customer shall immediately cease use and notify Econorent if the Equipment is damaged, unsafe, disabled, malfunctioning, displaying warning lights, levied upon, threatened with seizure, Lost, or involved in any incident; (f) Customer has received from Econorent all information needed or requested regarding the operation of the Equipment; (g) Econorent shall not be responsible for providing any training including but not limited to operation of Equipment, unless specifically requested in writing by Customer and Agreed to by Econorent; Customer is responsible for obtaining any training needed prior to using the Equipment; (h) Econorent bears no responsibility for Customer’s obligations to provide reasonable accommodations to any disabled Authorized Individuals, including any obligations under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) or similar applicable legislation; (s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer remains fully responsible for the Equipment and its use throughout the Rental Period regardless of who operates it; (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 and local laws, permits and licenses, (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Econorent with accurate and complete information, which Econorent relies upon to provide the appropriate Equipment to Customer.

3. PROHIBITED USE. Customer shall not (a) alter or cover up any decals, insignia or any identifying marks on the Equipment, remove any safety features or equipment or instructions or tamper with the Equipment in any way; (b) assign or transfer any of its rights or obligations under this Contract; (c) move the Equipment from the Site Address without Econorent's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) permit use of the Equipment by any person other than Authorized Individuals, acknowledging that improper or untrained use may be hazardous).

4. MAINTENANCE. Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Econorent or its authorized agents. Econorent has no obligation to inspect or perform maintenance or repairs during the Rental Period unless the Customer submits a service request. . If Econorent determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, 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 FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable.

Econorent has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Econorent and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Econorent shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Econorent's breach of this Section. Notwithstanding Econorent's service commitment, if Customer breaches this Contract, Econorent shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

5. CUSTOMER LIABILITY. During the rental period, customer assumes all risk associated with the possession, control or use of the equipment, including but not limited to, personal injury, death, rental charges, theft, losses, damages and destruction, including customer transportation, loading and unloading, whether or not the customer is at fault. After an Incident, Customer shall (a) immediately notify Econorent, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Econorent or its agents investigate; (c) immediately submit copies of all police or other third party reports to Econorent; and (d) as applicable, pay Econorent, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Econorent shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

6. NO WARRANTIES. ECONORENT 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. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST ECONORENT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES ECONORENT ENTITIES 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 ECONORENT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH ECONORENT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.

7. RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS ECONORENT ENTITIES HARMLESS AND AT ECONORENT'S REQUEST, DEFENDS ECONORENT ENTITIES (WITH COUNSEL APPROVED BY ECONORENT), 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, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH (a) THE ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY WHOM CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) ANY BREACH OF THIS 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. CUSTOMERS ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS. **SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.** All of Customer's indemnification obligations under this paragraph shall be joint and several.

8. INSURANCE. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non-personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless Rental Damage Waiver (hereafter "RDW") is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Econorent and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Econorent to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Econorent with certificates of insurance to info@econorent.ca evidencing the coverages required above prior to any rental and any time upon Econorent's request. To the extent Econorent Entities carry any insurance, Econorent Entities' insurance will be considered excess insurance. The insurance required herein does not relieve the Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

9. RENTAL DAMAGE WAIVER. Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RDW, if offered on the Equipment, and Econorent shall limit the amount Econorent collects from Customer for the Equipment loss, damage or destruction to two thousand five hundred (\$2,500) dollars. The RDW is **NOT INSURANCE** and does NOT protect Customer from liability to Econorent or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RDW IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "**Conditions**" must be satisfied for the RDW to apply: (i) Customer accepts the RDW in advance of the rental; (ii) Customer pays fifteen (15%) of the gross rental charges as the fee for the RDW (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RDW does NOT reduce the liability of Customer to Econorent for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Econorent); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; (D) accessories or Equipment for which Customer is not charged the RDW fee (E) use of equipment in water (F) Any biological or chemical material (G) Governmental Action including seizure, destruction, demolition, expropriation, condemnation, confiscation or nationalization of property by, on behalf of, or at the direction of any governmental authority, (H) Nuclear Hazard (I) War and Military Action, (J) Blowouts, punctures, or other road or field damage to tires unless such loss or damage is caused directly by physical damage not otherwise excluded. This exclusion does not apply to such loss or damage resulting from the total theft of Covered Property, (K) Delay, loss of use, loss of market or consequential loss of any nature, (L) Dishonest or criminal acts committed by the Customer or any of their representatives and/or contractors, (M) The discharge, seepage, migration, dispersal, release or escape of pollutants (N) The weight of a load exceeding the registered lifting capacity of any Covered Property (O) Unexplained loss or damage, mysterious disappearance, (P) Failure to properly service and maintain the Covered Property while in the Customer's possession including failing to provide lubrication or follow the guidelines as set forth in any manufacturer's manuals, (Q) Mechanical breakdown or failure, (R) The ingestion or drawing in of any foreign object, rocks, dirt, trash or any other material that causes damage to the Covered Property. THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RDW. THE RDW IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RDW IN WRITING, FAILS TO PAY THE RDW FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH ECONORENT. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Econorent retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Econorent shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Econorent all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Econorent whatever documents are required and take all other necessary steps to secure in Econorent such rights, at Customer's expense.

10. EQUIPMENT INSPECTION. It is the Customer's responsibility to fully inspect the Equipment at the time of pick up or delivery and to note any damages to Econorent. Econorent will subsequently note any damages in a Customer Damage Report (CDR) which will be provided to the Customer along with photographs for their records. The Customer is responsible for any damages not noted in the CDR upon return of the equipment and inspection by Econorent.

Customer Name: _____

Date: _____

Customer Signature: _____