



**In consideration of WesternOne Rentals & Sales ("WesternOne") granting the credit facilities requested, the Customer agrees to the following terms and conditions.**

**RENTAL PROTECTION PLAN ADDENDUM TO RENTAL CONTRACT**

You, the renter, are responsible at your own expense for any loss or damage to the rental equipment, and for the equipment's return in the same condition which it was received by the renter, except for ordinary wear and tear. Such responsibility will amount to the replacement or repair cost of the rental equipment at the time it is lost or damaged, plus an administrative fee and our related losses. Under the Rental Protection Plan ("RPP"), you will not be responsible to WesternOne Rentals & Sales LP ("WesternOne") for any loss or damage to the rental equipment, subject to a deductible not to exceed \$500 and the terms and conditions of the RPP.

You should be aware that the RPP offered by WesternOne is NOT INSURANCE and should be used in conjunction with other insurance for RPP exclusions. Before deciding whether to accept this RPP, you may wish to determine whether your own insurance affords you the appropriate rental equipment coverage.

Applicants who accept the RPP will have an additional charge of 14% on the rental cost added to their invoice. Applicants who decline the RPP agree by their signature that they shall purchase insurance in the form of Property Insurance (Equipment) in an amount adequate to cover any damage to, or loss of, the equipment. All applicants agree by their signature that they have purchased Commercial General Liability and Automobile Liability Insurance with a minimum limit of \$5,000,000. The RPP from WesternOne can be activated at any time but WesternOne will not waive its right to reimbursement for any loss or damage to equipment that occurred prior to the acceptance of the RPP. Request for coverage under the RPP on pre-existing contracts will be subject to approval, and WesternOne reserves the right to inspect the equipment already on contract prior to approving the request for RPP coverage.

If you accept the RPP, WesternOne will waive its right to seek reimbursement from you in the event of loss or damage to the rented equipment while in your possession, subject to a deductible not to exceed \$500, and the terms and conditions of the RPP as outlined below. You, the renter, are required to satisfy the restrictions and conditions of the RPP in order for the RPP to remain in full effect until the rented equipment is returned into the possession of WesternOne. Please note that legal liability coverage for bodily injury, death or property damage of others that may occur while the rental equipment is in your possession is not provided by this RPP.

**WHAT IS COVERED**

By accepting the RPP at the commencement of your rental contract and paying the applicable fee, WesternOne will waive its rights to seek reimbursement from you in the event of loss or damage to the rented equipment while in your possession under the following circumstances:

1. Damages due to collision, burning, explosion, sinking, collapse of bridges or culverts, as long as reasonable efforts were made to prevent damage and provided the damage was not caused by your negligence.
2. Theft of equipment from a secured and locked premises with a police report filed no later than the first business day after the theft. A copy of the police report must be provided to WesternOne within 3 business days after the theft.
3. Theft of equipment that cannot be stored as outlined in paragraph 2 above, provided that reasonable security precautions, determined acceptable by WesternOne, have been taken, such as securing equipment to something permanent with a heavy-duty chain and a heavy-duty padlock. The same reporting procedures in paragraph 2 apply to this paragraph 3.

**WHAT IS NOT COVERED**

WesternOne will not waive its right of reimbursement from you for:

1. Loss or damage caused by or resulting from negligence or willful misconduct, abuse, neglect, abandonment, improper use, sinking or submersion in mud or water.
2. Loss or damage caused by or resulting from an act of God, including, but not limited to, floods, wind storms, earthquakes, lightening or hail.
3. Loss or damage to equipment accessories or any equipment for which you are not charged the RPP fee.
4. Loss or damage to tires, tubes and /or tracks unless the loss or damage is coincident with other loss or damages covered by the RPP.
5. Loss or damage caused by or resulting from theft where reasonable security precautions were not taken, such as not securing the equipment to a permanent structure with a heavy-duty chain and padlock or leaving equipment unattended or unsupervised whether operational or stored.
6. Loss or damage caused by or resulting from an unauthorized or unqualified operator or for personal use by an employee or agent.
7. Loss or damage caused by or resulting from the improper operation of the equipment resulting in damage, including, but not limited to, overloading, lack of fuel, lubrication, failure to maintain oil, water, hydraulics or air pressure levels, exceeding rated capacity, negligent operation, low voltage, wrong polarity being used or the improper use of extension cords (too long or too light).
8. Cleaning charges.
9. Loss or damage caused by or resulting from the use or operation of equipment in violation of the rental agreement, construction safety acts, national building codes or any applicable laws or regulations.
10. Loss or damage caused by or resulting from operators of other vehicles or equipment. Any such loss or damages must be covered or claimed under the insurance policy for the other vehicle or equipment, as the case may be.
11. Loss or damage to windshields or glass.
12. Loss or damage caused by or resulting from operating the equipment in any manner other than what the equipment was intended to be used for.
13. Loss or damage exceeding \$100,000 less the deductible outlined herein.

**COST, DEDUCTIBLE AND OBLIGATIONS**

An additional charge of 14% of the rental cost will be added to your invoice in the event you accept the RPP.

The waiver by WesternOne of its right to seek reimbursement from you in the event of loss or damage to the rented equipment will be subject to receipt by WesternOne of a payment from you in the amount of \$500 or 10% of the repair or replacement cost of the equipment, whichever is less, for each piece of damaged or lost equipment.

If you decline the RPP, WesternOne will require your proof insurance be forwarded to WesternOne's office to avoid any disturbance in your business.

In the event of an accident, loss of, theft of or damage to the Equipment you must notify WesternOne immediately by telephone, and thereafter to immediately report in writing to WesternOne and the public authorities (where required by law or by WesternOne) all information deemed relevant thereto by WesternOne.

Proof of security measures must be provided to WesternOne to prevent theft of equipment that cannot be stored in a locked and secure location.

You are obligated to ensure that a daily inspection of the equipment is completed and documented throughout the duration of the rental.

**GENERAL PROVISIONS**

WesternOne will not waive its right of reimbursement if you have collected the same from others.

WesternOne will not waive its right of reimbursement unless you, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give immediate notice to WesternOne.

It is your duty, and WesternOne will not waive its right of reimbursement, in the event that any equipment covered hereunder is lost and you do not take all reasonable steps in and about the recovery of such equipment.



In consideration of WesternOne Rentals & Sales ("WesternOne") granting the credit facilities requested, the Customer agrees to the following terms and conditions.

## RENTAL TERMS & CONDITIONS

This Agreement ("Agreement") is between the person/entity listed on the reverse side (Front) as the customer ("Customer") and the WesternOne Rentals & Sales LP ("WesternOne") location listed on the Front ("Lessor").

**1. Nature of this Agreement.** This Agreement evidences a rental transaction (and the purchase of related goods and services), which allows Customer to use all of the goods identified on the Front ("Equipment") as permitted by this Agreement. Customer acknowledges that the Equipment is owned by Lessor and that no one other than Lessor may transfer or assign the Equipment or any rights or obligations under this Agreement. Any attempted transfer by any person other than Lessor is void. Neither Customer nor any Authorized Operators (as defined below) are agents of Lessor. No one may service, repair, alter or modify the Equipment. Customer will not permit any liens to attach to the Equipment and will defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof.

**2. Who May Operate the Equipment.** Only the following ("Authorized Operators") may operate the Equipment: Customer and Customer's employer or employees (in the course of such employee's regular employment). Customer and all Authorized Operators must: (i) be at least 21 years old (25 years old if the Equipment is a motor vehicle), (ii) be properly qualified to operate the Equipment, (iii) have a valid operator's license with respect to the Equipment where required by law; and (iv) be instructed in the safe operation of the Equipment.

**3. Rental Charges.** Customer will pay Lessor all rental, time, mileage, service, transportation, refueling service, and other charges in accordance with this Agreement, all direct and indirect sales, use, value-added, environmental taxes, levies or surcharges ("tax") imposed with respect to the Equipment and this Agreement, and all expenses, including related legal expenses. The basic daily, weekly and the 4-week rental will entitle Customer to a maximum of One-Shift use (i.e., a maximum of 8 hours per day, 40 hours per week, and 160 hours per 4 weeks). Additional fees, plus applicable taxes, will be applied for use in excess of One-Shift. Lessor will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. Lessor's branch ("Branch") designated on the Front. Customer is responsible for shipping charges from the Branch to the Customer's work site and return and all loading, unloading, assembling and dismantling charges. All rates for rentals in excess of 4 weeks are subject to change on 30 days notice in writing to the Customer with respect to any portion of the rental period then remaining. Customer and any person to whom, with the consent of Lessor, Customer expressly directs the charges incurred under this Agreement to be billed, are jointly and severally responsible for payment of all such charges. Customer represents having the authority to direct such charges to be billed to that person. If the Equipment includes motor vehicles, Customer's use of such Equipment (which shall only take place in the United States and Canada) shall be limited to the number of miles set forth on the Front.

**4. Customer's Responsibilities.** Customer must return the Equipment to Lessor in the same good and clean condition it was in when Customer received it, ordinary wear excepted. The Equipment must be returned to Lessor at the Branch by the due date specified on the Front, or sooner if demanded by Lessor. Customer acknowledges that it must confirm return receipt of the Equipment by Lessor. Until such time as Lessor receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be kept only at Customer's place of business or the job site at which the Equipment is used. The Equipment will be used at all times only in accordance with the manufacturer's instructions and within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment. **IF THE EQUIPMENT FAILS TO OPERATE PROPERLY OR NEEDS REPAIR, CUSTOMER WILL IMMEDIATELY CEASE USING IT AND WILL IMMEDIATELY NOTIFY LESSOR.** Customer further agrees, at Customer's sole cost and expense, to secure and maintain in force during the entire term of this Agreement insurance satisfactory to Lessor, for the benefit of Lessor as lessor of the Equipment. **IF THE EQUIPMENT IS USED IN ANY MANNER THAT WOULD VIOLATE THIS AGREEMENT, OR IS OBTAINED FROM LESSOR BY FRAUD OR MISREPRESENTATION, OR IS USED IN FURTHERANCE OF ANY ILLEGAL PURPOSE, ALL SUCH USE OF THE EQUIPMENT IS WITHOUT THE PERMISSION OF LESSOR.**

**5. Risk of Loss.** All loss of or damage to the Equipment while on rental or in Customer's care, custody or control, whether exclusive or not, and whether or not due to the fault of the Customer will be the sole responsibility of Customer and will be paid to Lessor promptly upon Customer's receipt of an invoice. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value plus an administrative fee and related expenses of Lessor. **THE COST OF LABOUR FOR SUCH REPAIRS WILL BE EITHER THE THEN PREVAILING HOURLY RATE FOR LABOUR OF LESSOR, WHICH INCLUDES LOSS OF USE, POSTED AT THE LESSOR BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOUR CHARGED TO LESSOR FOR SUCH REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT THE COST OF LESSOR PLUS A RETAIL MARKUP.** Customer will also be responsible for the full rental rate as set forth in this Agreement until the equipment is repaired or replaced.

**6. Events of Default.** Customer shall be in default of this Agreement if Customer: (a) fails to pay any amount when due, or (b) breaches any other terms of this Agreement, or (c) becomes insolvent or ceases to do business as a going concern, or (d) has a petition in bankruptcy filed by or against it, or (e) is in default pursuant to the provisions of any other agreement by and between Customer and Lessor. Customer will be deemed to be in default if the Equipment is used: (i) to carry persons for hire, (ii) to carry persons other than Authorized Operators or helpers employed by Customer, all of whom will ride only within the cab of the Equipment, and then only if such carriage is lawful, (iii) to transport property for hire unless Customer obtains all necessary permits and licenses, (iv) in violation of any law or ordinance, (v) in any race, test or contest, (vi) in a reckless, negligent or abusive manner, or is intentionally damaged by Customer or with Customer's permission, (vii) for the carrying or hauling of explosives or other hazardous material in violation of applicable laws, rules or regulations, or (viii) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

**7. Remedies of Lessor.** In case of default by Customer, or if Lessor deems itself insecure, Lessor may peaceably enter the property where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice or liability to Customer. Customer hereby waives any right to any hearing or to receive any notice of legal process as a pre-condition for Lessor recovering the Equipment. Customer agrees to admit such entry and action by Lessor. In such case, Lessor may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Lessor might otherwise have. Customer will pay to Lessor a sum equal to the balance of the rent and other payments called for hereunder for the remainder of the rental term as liquidated damages. Customer will remain liable for the Equipment or for any loss or damage to the Equipment, notwithstanding such termination. Lessor shall have the right to take such steps which Lessor reasonably deems necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. Lessor's remedies are not exclusive.

**8. Rental Protection Plan.** If the Equipment is used in compliance with this Agreement, including the Rental Protection Plan Addendum, and if Customer accepts the "Rental Protection Plan" option ("RPP"), Customer's responsibilities with respect to loss or damage to the Equipment under sections 4, 5, 7 and 9 and Customer's obligations with respect to insurance under section 9 are modified by the RPP. The RPP is **NOT INSURANCE**. If Customer, at the beginning of the rental, does not initial the Decline RPP box on the Front, and pays the additional charges for the RPP when due, then Lessor agrees to waive, to the extent specified herein or in the Rental Protection Plan Addendum to Rental Contract, Customer's responsibility to Lessor for the loss of or damage to the Equipment. Lessor reserves the right to deny RPP to Customers. Customers not initialing the Decline RPP box will be deemed to have accepted RPP. If such charges for the RPP are not paid as specified in this Agreement, then, at the sole option of Lessor, Lessor may either terminate this Agreement or continue this Agreement; however **IF THE AGREEMENT IS CONTINUED IN EFFECT, THE RPP WILL NOT BE IN EFFECT**, regardless of the Customer not initialing the Decline RPP box, and Customer will remain fully responsible for the Equipment.

**9. Assumption of Risk and Indemnity. REGARDLESS OF SECTION 8, CUSTOMER WILL BE LIABLE FOR ALL RESULTING LOSS OR DAMAGE AND EXPENSE OF LESSOR IF IT RESULTS FROM ANY INTENTIONAL ACT OR OMISSION OR THE NEGLIGENCE OF CUSTOMER.** Customer and any Authorized Operators hereby assume all risk of loss or damage and waive all claims against Lessor by reason of any property left, stored, loaded or transported by Customer or any other person in or upon the Equipment, and further agree to indemnify and hold harmless Lessor, WesternOne, their affiliated companies, and their respective officers, directors, agents and employees (collectively, "Indemnitees"), from and against all loss, liability, claim, action or expense, arising out of such loss or damage.

**10. Customer's Insurance Obligations.** (a) Commercial General Liability and Automobile Liability Insurance. Customer will, at its own expense and at all times during the term of this Agreement, maintain in force separate Commercial General Liability and Automobile Liability insurance policies with a combined single limit per occurrence of bodily injury, including death, personal injury and/or property damage of \$5,000,000 for each policy on a primary and not excess or contributory basis, for Customer's liability for damages sustained by any person as a result of the maintenance, use, operation, possession, storage, erection, dismantling, servicing or transportation of the Equipment. Customer, its agents and employees will cooperate fully with Lessor and Customer's insurer in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. Such policies will name Lessor as an additional insured. The acceptance by Lessor of Customer's Certificate of Insurance will not be deemed a waiver or modification of Customer's insurance, indemnity or any other obligation under this Agreement. Such Customer insurance obligation will not in any way limit the ultimate liability of Customer hereunder. (b) Property Insurance (Equipment). If RPP is not accepted by Customer, then Customer will, at its own expense and at all times during the term of this Agreement, maintain in force Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's policy must expressly cover non-owned equipment while in Customer's care, custody and control. Such insurance shall name Lessor as Loss Payee and shall include a waiver of subrogation or rights of recovery in favor of Lessor. Customer will furnish Lessor a Certificate of Insurance evidencing the foregoing insurance requirement and endorsed to provide that such insurance may not be canceled or materially modified except on thirty days prior written notice to Lessor. The amount, terms and conditions of the insurance required must be acceptable to Lessor. Customer agrees to abide by all of the terms and conditions of all such insurance.

**11. Customer's Compliance with Laws.** Customer will, at its expense, comply with all laws and regulations affecting the Equipment and its uses, operation, erection, design and transportation and will defend, indemnify and hold Indemnitees harmless from all loss, liability or expense resulting from actual or alleged violations of any such laws, regulations or requirements.

**12. Force Majeure.** Any failure of performance by Lessor due to causes beyond the reasonable control of Lessor will not be deemed to be a default by Lessor.



**In consideration of WesternOne Rentals & Sales ("WesternOne") granting the credit facilities requested, the Customer agrees to the following terms and conditions.**

**RENTAL TERMS & CONDITIONS (cont'd)**

**13. Notice of Loss or Accident.** In the event of an accident, loss of, theft of or damage to the Equipment, Customer agrees to notify Lessor immediately by telephone, and thereafter to immediately report in writing to Lessor and the public authorities (where required by law or by Lessor) all information deemed relevant thereto by Lessor. Customer will cause its agents and employees to give Lessor and the public authorities all relevant information and assistance in any matter resulting from said accident, loss, theft or damage.

**14. Late Payment Fee and Interest on Overdue Amounts.** All payments due under this Agreement will bear interest after the due date and until paid in full at the rate of 24% per year, both before and after default, with interest on overdue interest at the same rate. The acceptance of any payment will not be interpreted as a waiver or compromise by the Lessor of its right to require payment in full of the amount due, plus interest and costs. Customer also agrees to pay an administrative fee of \$125 for each overdue payment, and for each payment that is returned unpaid for any reason.

**15. Maintenance.** Customer shall perform basic routine maintenance on the Equipment, including routine daily inspections and maintenance of fuel, oil and water (cooling system) levels, greasing, batteries, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by WesternOne or its agents, but WesternOne has no responsibility during the rental period to inspect or perform any maintenance or repairs unless Customer requests such service. An additional fee plus applicable taxes may be applied in respect of such service. WesternOne has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants WesternOne and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. WesternOne 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 WesternOne's breach of this Section. Notwithstanding WesternOne's service commitment, WesternOne shall have no obligation if Customer breaches this Agreement to stop the rental period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

**16. Refueling Service Charge.** Customer agrees to return the Equipment with full fuel tank(s). If Customer fails to do so, Customer will pay to Lessor a sum equal to the then applicable refueling service charge of Lessor, posted at the Branch for the number of gallons/litres required to refill the tank(s) at the time of return.

**17. Environmental Fee.** To promote a clean and sustainable environment, WesternOne takes various measures to comply with applicable environmental regulations, as well as with WesternOne's own policies. WesternOne also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, WesternOne charges an environmental fee, plus applicable taxes thereon in connection with certain rentals. The fee is not a tax or governmentally mandated charge. The fee is not designated for any particular use or placed in an escrow account, but is a fee that WesternOne collects as revenue and uses at its discretion.

**18. Privacy.** By signing this Agreement, Customer acknowledges that Lessor and/or WesternOne may collect, use, store and disclose personal information that is reasonable and necessary to complete the transaction referenced herein and that such information is provided voluntarily. The collection, use, storage and disclosure of any such personal information is performed generally in accordance with the WesternOne Privacy Policy. A copy of this Policy is available upon request.

**19. Legal Expenses.** The Customer will pay to the Lessor all of the Lessor's damages, costs and expenses, including the full amount of all legal fees, accountants and expert witness fees, disbursements, and costs of investigation whether legal proceedings are commenced or not, incurred by the Lessor in enforcement of this Agreement.

**20. Merger/Modification/Severability.** This Agreement (including the front) expresses the entire agreement between the parties with respect to the subject matter hereof. No change, modification or alteration of the terms hereof will be effective as against Lessor unless it is in writing and signed by a duly authorized officer of Lessor. Customer's execution of this instrument and/or acceptance of delivery of any part of the Equipment shall constitute Customer's acceptance of all of the terms and conditions contained herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents that conflict with or limit the terms contained herein. This Agreement shall be governed and construed by the laws of the state/province in which the Branch is located. Customer consents to jurisdiction in such state/province and federal courts of such state/province. If any provision is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared to be severable.

**21. Obligations to Lessor's Assignee.** Customer acknowledges that Lessor's interest in the Equipment and its rights under this Agreement have been assigned to a third party ("Assignee") to secure obligations of Lessor to Assignee. Upon receipt of written notice from Assignee, Customer agrees to make all payments due hereunder to the order of Assignee as directed in such written notice. Upon receipt of such notice Customer will recognize Assignee as the owner of all right, title, and interest in, to and under this Agreement and the Equipment. Customer also acknowledges and agrees that Customer has no purchase option under this Agreement and that in order for Customer to acquire any ownership interest in or title to the Equipment, Assignee must be paid in full. Customer agrees that any service or warranty agreements or obligations executed, assigned, or issued with regard to the Equipment are unaffected by the assignment and that Customer will have no recourse against Assignee with respect thereto. Customer authorizes Assignee to file financing statements as Assignee may require.

**22. Condition of Equipment.** Customer acknowledges having examined the Equipment upon its delivery to Customer. **CUSTOMER'S ACCEPTANCE OR USE OF THE EQUIPMENT WITHOUT PROMPT NOTICE TO LESSOR THAT THE EQUIPMENT IS NOT IN GOOD MECHANICAL CONDITION CONSTITUTES CUSTOMER'S ACKNOWLEDGEMENT THAT THE EQUIPMENT IS IN GOOD MECHANICAL CONDITION AT THAT TIME.** If, during Customer's possession of the Equipment, it is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of the Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Lessor, whereupon Lessor will then, at its option and without any other liability or responsibility by Lessor to Customer: (i) repair or suitably replace the Equipment within a reasonable time during the normal working hours of Lessor, with the commencement or running of the terms of the Agreement to be tolled for the period the Equipment is "down", or (ii) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Lessor for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to representatives of Lessor so as to enable Lessor to meet its responsibilities hereunder.

**23. LIMITED WARRANTY. THE FOREGOING PROVISIONS OF SECTION 21 ARE IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND OF (II) ALL OBLIGATIONS OR LIABILITY ON THE PART OF LESSOR TO CUSTOMER FOR DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE RENTING, MAINTENANCE, USE OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.**

**24. ASSUMPTION OF RISK: DEATH OR INJURY.** The Equipment is, by virtue of its size and nature, potentially dangerous. Operation of the Equipment will expose the Customer, Authorized Operators and those in proximity to the Equipment to risk ("Persons at Risk"). These risks, including serious bodily injury or death, cannot be completely identified, quantified, minimized, prevented or eliminated. Customer, on behalf of itself and all Persons at Risk, accepts and fully assumes any and all risks and the possibility of personal injury, death, disability, property damage or loss resulting from operation of the Equipment.

**25. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY.** The Customer agrees to release Indemnities from, and Indemnities disclaim, any and all liability for any loss, damage, injury or expense that Customer may suffer or incur as a result of this Agreement or its use of the Equipment. The Customer waives all claims that the Customer has or may in the future have against Indemnities arising out of or related to this Agreement or use of the Equipment. Customer will defend, indemnify and hold harmless Indemnities, from and against all loss, liability, claim, action or expense, including legal expenses, by reason of bodily injury, including death and property damage, sustained by any person as a result of the maintenance, use possession, operation, erection, dismantling, servicing or transportation of the Equipment, or Customer's failure to comply with the terms of this Agreement.

**ACCOUNT TERMS**

Terms cannot be varied except in writing by a duly authorized officer of WesternOne. ALL pages requiring a signature must be returned fully signed before a rental can be delivered. Please note that by filling out this application it does not guarantee an account with us but does ensure that the billing information is correctly entered in the system so that any invoicing which may occur is mailed correctly. All customers applying for a credit account may have to supply a credit card to ship their order while application is in for approval.

**PERSONAL & CASH ACCOUNTS** (Will require a copy of your Driver's License & Credit Card at the time of rental) For all personal & cash accounts by signing below you are giving permission for us to apply any payments that are required to clear all balances to the credit card provided at the time of rental. Please note that for all personal & cash accounts a credit card deposit will be taken for the full amount of the rental before the machine is shipped. Payments should be submitted to the address listed on your invoice.

All WesternOne products are sold FOB shipping point. Payment terms are calculated from invoice date and are deemed correct unless questioned within 21 days from that date. WesternOne has the right to change terms of sale at any time. If the Customer fails to abide by the **RENTAL TERMS & CONDITIONS** contained herein, WesternOne reserves the right to discontinue and eliminate any price discounts or sales incentives offered to or in place with the Customer, both retroactively and for future sales unless otherwise negotiated by the parties. Deductions from payments for any reason will not be allowed unless WesternOne has issued a credit memo. All incentive and credits issued by WesternOne are personal to the account holder and are not transferable or assignable. An account must employ qualified personnel who have been certified to properly service and fit the equipment (where necessary). WesternOne may refuse to ship any confirmed order in whole or in part for any reason it deems sufficient. Upon default all accounts with the customer become immediately due and payable, including stopping goods in transit.

Customer agrees to supply WesternOne any financial information it feels would help determine invoicing terms now and in the future. The Customer also agrees that WesternOne may now and in the future request any credit reports, bank reports to third parties and government agencies.



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