

## Equipment Rental Contract Terms and Conditions

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Spark Rentals Inc. and the Client agree as follows.

### Term

1. Spark Rentals Inc. rents to the Client (the "Client") indicated on the attached invoice (the "Invoice") and the Client rents from Spark Rentals Inc., the personal property (the "Equipment") described on the attached invoice (the "Invoice"), subject to all terms and conditions contained herein, which form part of the agreement between Spark Rentals Inc. and the Client (the "Agreement")
2. The rental of the Equipment shall be effective from the commencement date indicated on the Invoice and, unless terminated earlier as provided for in this Agreement, shall end on the Return Date indicated on the Invoice (the "Term"). Notwithstanding the return of the Equipment and the end of the Term, the provisions in this Agreement shall survive the return of the Equipment. This Agreement cannot be cancelled or terminated except as expressly provided herein.
3. If the Client desires to extend the Term, the Client will request an extension in writing, which Spark Rentals Inc. may elect to accept or reject, in Spark Rentals Inc. sole discretion. In such a case, all provisions of this Agreement shall apply to the extended Term.

### Fees and Rental

4. The Client agrees to pay Spark Rentals Inc. the amounts set out on the Invoice, on the terms and conditions set out on the Invoice, together with all applicable taxes and any other sums as may become payable under this Agreement (collectively, "Fees"). The Fees and any other amounts payable under this Agreement are payable unconditionally and absolutely net to Spark Rentals Inc. without abatement, set-off, diminution, compensation or other deduction whatsoever even if the Equipment does not operate as intended by the Client or at all or the Equipment is or becomes unacceptable for any other reason whatsoever.
5. The Client agrees that Fees are based on the time during which the Equipment is in the possession of the Client and not on the time used by the Client. Possession of the Equipment by the Client will come to an end at the date and time that the Client returns the Equipment to Spark Rentals Inc. and such return is verified by Spark Rentals Inc.
6. Spark Rentals Inc. will require a reservation deposit (the "Reservation Deposit") at the time of booking the Equipment in the amount of 15% of the Fees. For orders requesting delivery, the delivery fees indicated on the Invoice is due one week before the start of the Term. The Reservation Deposit will be applied to the Fees, with the balance to be payable upon receipt of the Equipment. A Credit Card or Drivers' License is required for all bookings and provided at time of reservation.
7. Spark Rentals Inc. will require a further damage deposit (the "Damage Deposit") or Credit Card Pre-Authorization prior to releasing the Equipment to the Client in an amount equal to 25 percent of the estimated value of the replacement cost of the Equipment up to \$500. Subject to the terms and conditions of this Agreement, upon return of the Equipment, Spark Rentals Inc. will refund the balance of the Damage Deposit to the Client.
8. Spark Rentals Inc. will apply rental fees to the Client based on the duration of the Term. Terms consist of a period of up to two days, with a flexible pre-negotiated return date up to one week as indicated on the Invoice and agreed to by Spark Rentals Inc., a period of up to two weeks, and a period of up to one month.
9. Should the Client:
  - a) Not return the Equipment by the end of the Term, the Client will be responsible to pay the fees in the subsequent period. Spark Rentals Inc. will contact the Client through the provided email and/or telephone number provided on the Invoice. If the Client does not respond within two days, the Client will be charged an additional \$30 fee, and after five days, the Equipment will be considered stolen, and subsequent action will be taken.
  - b) Not be found at the delivery location as indicated on the Invoice, nor can they be reached on the contact number on the Invoice within a 30 minute grace period within the 1 hour delivery window as indicated on the Invoice, Spark Rentals Inc. reserves the rights to withhold the delivery and rental deposit from the Client against any future delivery attempt(s) or rental Fees.
  - c) Not be found at the at the pick-up location as indicated on the Invoice, nor can they be reached on the contact number on the Invoice within a 30 minute grace period within the 1 hour delivery window as indicated on the Invoice, Spark Rentals Inc. reserves the rights to withhold the pickup fee from the Client against any future pickup attempt(s) or rental Fees. If the Client does not respond to attempts to contact the Client by Spark Rentals Inc. at the provided email and/or telephone number provided on the Invoice within two days, the Client will be charged an additional \$30 fee, and after five days, the Equipment will be considered stolen, and subsequent action will be taken.
  - d) Fail to collect their Equipment within the Term indicated on the Invoice, Spark Rentals Inc. reserves the rights to withhold the Reservation Deposit from the Client as well as against any future rental Fees.

- e) Not return the Equipment to UPS on the day indicated on the Invoice for orders fulfilled through courier, the Client will be responsible to pay 25% of the rental fee per day for the first 6 days, followed by 50% of the rental fee per week, until the retail value of the Equipment plus a \$30 handling fee is recuperated.
- f) Fail to respond to e-mails and/or phone calls to return the equipment via UPS for orders fulfilled through courier after a period of 3 days following the return date, Spark Rentals Inc. reserves the right to deem the Equipment stolen, and go after the full value of the Equipment, plus any late fees and a \$30 handling fee.
- H) Not pack the Equipment sufficiently as determined by UPS resulting in damage, the Client will be responsible to pay any repairs or replacement to the damaged items.

### Location, Use, Repair, and Return

10. The Client shall, at its own cost and expense, cause the Equipment to be installed, maintained and operated prudently at all times and, in compliance with the manufacturer's recommendation and the terms and conditions of this Agreement and all applicable laws and regulations, by competent and qualified personnel only and for the purposes for which the Equipment was designed only.
  11. The Client shall at its own expense maintain the Equipment in a state of good repair, condition and working order. The Client shall not without the prior written consent of Spark Rentals Inc. make any alterations, additions or improvements to the Equipment. All such alterations, additions or improvements so made shall belong to and remain the property of Spark Rentals Inc. No maintenance shall be performed on any of the Equipment by other than a maintenance supplier approved in writing by Spark Rentals Inc. The Client shall not incur any expense for the repair of the Equipment without Spark Rentals Inc. express consent and, in any event, Spark Rentals Inc. shall not be responsible for any costs incurred by the Client in the use, operation, maintenance, or repair of the Equipment, without Spark Rentals Inc. express prior consent.
  12. The Client has personally inspected Equipment or has had an opportunity to inspect the Equipment and elected not to, and the Client acknowledges having received the Equipment, in its entirety and is satisfied that the Equipment is in good working order without defect or material damage when received.
  13. The Client represents and warrants as follows:
    - a) That the Equipment meets his requirements; and that he fully understands the proper use of the Equipment
    - b) The Client shall use and maintain the equipment's safety features at all times during which the Equipment is in the possession of the Client.
  14. The Client shall contact Spark Rentals Inc. immediately upon any loss, damage or mechanical failures of the Equipment. In the case of failure of the Equipment for any cause, the Client, at the Client's sole expense, shall return the failed Equipment to Spark Rentals Inc. premises.
  15. The Client is responsible for safeguarding the equipment from theft, damage or roll-over at all times during which the Equipment is in the possession of the Client. In the event the Equipment becomes damaged, for any reason, during the Term, the Client shall pay to Spark Rentals Inc., in addition to any costs or damages suffered by Spark Rentals Inc. to fix or replace the Equipment, the rental rates for the Equipment for the period during which the damaged Equipment is being repaired.
  16. If the Equipment, or any of it, is lost, stolen, destroyed, or damaged to such an extent as to render its repair impractical, as determined in the sole discretion of Spark Rentals Inc., the Client shall pay to Spark Rentals Inc. the full replacement value in addition to the Fees. If all or a portion of the Equipment is recovered at a later date, Spark Rentals Inc. may elect to purchase the equipment back from the Client for a price it so chooses.
  17. The Client, upon termination of this Agreement as stated on the attached invoice in the "Return Date" section will immediately return the Equipment to the Address of Spark Rentals Inc. in good condition and repair.
  18. The Client shall protect the Equipment from weather related damage while the Equipment is in the Client's possession.
  19. No loss or damage to the Equipment or any part of it shall affect or impair the obligations of the Client which shall continue in full force and effect. Spark Rentals Inc., its employees and authorized agents shall at all reasonable times have access to the Equipment for the purpose of inspecting or testing it. The Client agrees that Spark Rentals Inc. may substitute for the Equipment or any item of Equipment other substantially similar equipment comparable condition to that of the Equipment.
- ### Title
20. The Client acknowledges that ownership and title to the Equipment shall remain vested in Spark Rentals Inc. The Client shall have no right, title or interest in the Equipment other than, conditional upon the Client's compliance with the fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the Term. Such right to possession and use shall be exercised only by the Client and/or competent employees of the Client. Spark Rentals Inc. may require markings to be affixed to or placed on the Equipment indicating Spark Rentals Inc. is the owner. Spark Rentals Inc. and the Client confirm their intent that the Equipment shall always remain and be deemed personal or movable property, and the Client shall not attach or affix the Equipment to any realty. The Client shall be responsible for any

damage done to any real estate, immovable property, building or structure by removal of the Equipment (whether removal be effected by the Client, Spark Rentals Inc. or any third party) and shall indemnify and save harmless Spark Rentals Inc. from any and all claims, actions, suits, proceedings, costs, expenses, damage and liabilities whatsoever arising out of, connected with or resulting from the removal of the Equipment.

#### **Insurance**

21. The Client shall obtain and maintain for the entire Term, at its own expense, property damage and liability insurance and insurance against loss or damage to the Equipment including, without limitation, loss by fire, theft, collision and such other risks of loss as are customarily insured by "all risks" policies on the type of Equipment leased, in such amounts, in such form and with such insurers as shall be satisfactory to Spark Rentals Inc., provided however that the amount of insurance covering damage to or loss of the Equipment shall not be less than the full replacement value of the Equipment. At Spark Rentals Inc. request, the Client shall furnish to Spark Rentals Inc. a certificate of insurance or other evidence satisfactory to Spark Rentals Inc. that such insurance coverage is in effect, provided however that Spark Rentals Inc. shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise the Client in the event such insurance coverage shall not comply with the requirements of this Agreement.

#### **Assignment**

22. Without the prior written consent of Spark Rentals Inc., the Client will not assign any of its rights or sublet any Equipment or permit any Equipment to be in the possession of anyone but the Client. Spark Rentals Inc. may assign or sell all or any portion of its right, title and interest in and/or grant a security interest in and to the Equipment to any person or corporation or to lenders or other parties (the "Assignees") and the Client consents to such assignments and agrees to execute and deliver such further acknowledgement, agreements and other instruments as may be reasonably requested by the Assignee to effect such assignments and agrees to comply fully with the terms of any such assignments.

#### **Entire Agreement, Representations and Warranties**

23. This Agreement constitutes the entire agreement between Spark Rentals Inc. and the Client and the Client acknowledges that there are no promises, inducements, representations, warranties, conditions, options or terms, oral or written, express or implied or otherwise, made by or on behalf of Spark Rentals Inc. or operating in favour of the Client with respect to any aspect of the Equipment (including, without limitation, its condition, design, capabilities, operation, use, suitability, fitness, durability, quality, merchantability or history (for example, but without limitation, new, used, reconditioned)), other than as may be expressly stated in this Agreement. In the event of an action by Spark Rentals Inc. for failure to pay any amount owing, the Client waives all defences predicated on any failure of the Equipment to function or perform as intended by the Client or at all. Spark Rentals Inc. shall not be liable to the Client for any loss, cost, expense or damage of any kind or nature whatever caused directly or indirectly by the Equipment or the use, operation, ownership, or maintenance of it, or for any loss of business or other damages whatsoever and howsoever caused. In the event of any failure of the Equipment, it is the Client's express intention that any exclusion of liability operating in favour of Spark Rentals Inc. shall continue to bind the Client.

24. In no event will Spark Rentals Inc. be liable for any indirect, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this Equipment, including, without limitation, damages for loss of business or good will, work stoppage, loss of information or data, or loss of revenue or profit, resulting from the use by the Client or the reliance upon the Equipment, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise. Even if Spark Rentals Inc. has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose, Spark Rentals Inc. aggregate and total liability under this Agreement for any and all claims arising out of this Agreement shall be limited to direct damages and shall not exceed amounts actually paid by the Client to Spark Rentals Inc. under this Agreement.

25. The Client promises to hold Spark Rentals Inc. harmless and free from any and all liabilities, of any and every nature whatsoever, arising out of the use, maintenance, transport or return of the Equipment. The Client shall indemnify and hold Spark Rentals Inc. harmless from all damages, injury or death to third persons or their property caused by the Client in possessing or operating the Equipment including legal fees and costs incurred in defence of such claims. In the event of an accident involving any of the Equipment, the Client agrees to furnish Spark Rentals Inc. with a complete report of the same, including names and addresses of all witnesses and parties involved.

#### **Repossession of Equipment**

26. If by reason of any breach of this Agreement by the Client, termination of this Agreement, failure to pay rental, insolvency of the Client, or any other reason it becomes

necessary for Spark Rentals Inc. to retake the Equipment, Spark Rentals Inc. and its agents shall be permitted and they are hereby authorized to go upon the Client's property and retake the Equipment, without any legal process, and Spark Rentals Inc. and its agents may use all the force necessary to repossess the Equipment, without any legal process and the Client hereby expressly waives all claims for damages and losses, physical and pecuniary, caused by the repossession of the Equipment by Spark Rentals Inc. The Client agrees to pay all costs and expenses incurred by Spark Rentals Inc. in repossessing the Equipment pursuant to this Agreement.

27. Should Spark Rentals Inc. employ legal counsel assist in the recovery of the Equipment and in the collection of sums due under this Agreement, the Client shall pay all costs, expenses and attorney fees incurred by Spark Rentals Inc.

#### **Miscellaneous**

28. The Client shall provide identification reasonably satisfactory to Spark Rentals Inc. prior to receiving the Equipment, a copy of which Spark Rentals Inc. may keep. If the Client has falsified any of the fact's respecting the Client's name, address, phone numbers, identifying data or other material fact; or has moved without notification; or if said equipment is removed from the address listed herein, unless so expressly permitted by Spark Rentals Inc. in accordance with this Agreement; or if the Equipment has not been returned within 5 days of the return date, than without any notice to the Client, the Spark Rentals Inc. shall be authorized to notify the police that the Equipment has been stolen.

29. The Client, at its own cost and expense, shall comply with and conform to all applicable laws, ordinances, regulations and legislation in any way relating to the possession, storage, use, and operation of the Equipment throughout the Term. The Client, at its own cost and expense, shall keep the Equipment free of levies, liens and encumbrances and shall pay when due all licence fees, registration fees, assessments, charges and taxes (municipal, provincial and federal) which may be levied or assessed directly or indirectly against or on account of the Equipment.

30. The failure of Spark Rentals Inc. at any one or more times to insist upon strict performance by the Client

of the conditions and terms of this Agreement shall not be construed as a waiver of Spark Rentals Inc. right to demand strict performance.

31. The Client states that the person entering this Agreement on the Client's behalf is authorized to do so.

32. Time is of the essence

33. The insertion of headings in this Agreement is for convenience of reference only and shall not affect the interpretation.

34. If any term, covenant or condition of this Agreement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

35. Whenever the context of this Agreement so requires, the singular number shall include the plural and vice versa and that words importing the masculine gender shall include the feminine and neuter genders and that, in case more than one person is named as the Client, the liability of such persons shall be joint and several.

36. This Agreement shall be binding on and enure to the benefit of the parties and their respective heirs, executors, successors and permitted assigns.

37. This Agreement shall be governed according to the laws of Manitoba and the parties agree to attorn to the exclusive jurisdiction of Manitoba.

38. The Client acknowledges having received a true copy of this Agreement.

39. No variation or modification of this Agreement shall in any way be valid unless signed by authorized signatories of Spark Rentals Inc. and by the Client

40. Should the Client fail to pay any amounts required to be paid to Spark Rentals Inc. by the Client on the due date thereof, the Client shall pay to Spark Rentals Inc., on demand, interest at the rate of twenty percent per annum compounded monthly upon such moneys due and unpaid until such payments are paid. In addition, the Client further agrees to pay upon demand all reasonable collection costs and attorney fees incurred in the collection of any delinquent accounts, or enforcing any of the terms of this Agreement.

#### **Cancellation**

41. Spark Rentals Inc. reserves the right to keep 15% of all Invoices reserved with a Deposit which for any reason is cancelled. Deposits will also be forfeited in the amount according to the schedule of 25% less than two weeks prior to rental period and 50% less than one week prior to rental period.

42. Spark Rentals Inc. may at its own discretion offer promotional offers that increase both the Deposit forfeiture amount as well as the time period before Deposits become non refundable.

43. Should a Deposit be less than the amount of the forfeiture, Spark Rentals Inc. reserves the right to demand payment for the remaining amount according to the schedule of 25% less than two weeks prior to rental period and 50% less than one week prior to rental period.