

## SALES AND RENTAL AGREEMENT CANADA

**THIS SALES AND RENTAL AGREEMENT** (“Agreement”), dated as of \_\_\_\_\_, is entered by and between AT-PAC Scaffold Services, Inc., an Alberta corporation (“AT-PAC”) and \_\_\_\_\_ [name of entity] a \_\_\_\_\_ [province] \_\_\_\_\_ [type of entity] (“CUSTOMER”) and relates to the sale and/or rental of AT-PAC equipment (“Equipment”) to CUSTOMER.

### **I. TERMS AND CONDITIONS FOR SALE OF EQUIPMENT**

#### **1. Sale of Equipment**

**1.1. Sale**. AT-PAC shall sell, and CUSTOMER shall purchase, the Equipment set forth in Exhibit A (the “Purchased Equipment”). AT-PAC will transfer title to the Purchased Equipment, free and clear of any liens, claims, limitations and encumbrances, to CUSTOMER upon receipt of the Purchase Price set forth in Paragraph I.1.2. This Agreement shall cover all future purchases of Equipment by CUSTOMER and such purchased Equipment shall be deemed to be Purchased Equipment for the purposes of this Agreement. Each purchase shall be evidenced by an amendment to Exhibit A to include the additional purchase.

**1.2. Purchase Price and Invoices**. CUSTOMER shall pay AT-PAC the amount set forth in Exhibit A (the “Purchase Price”). AT-PAC will provide CUSTOMER with an invoice for the Purchase Price. Such invoice shall be due and payable within thirty (30) days of the date of the invoice. Invoices unpaid after thirty (30) days from invoice date shall incur a 1.5% per month interest surcharge.

#### **2. Deliverables, Installation and Risk of Loss**

**2.1. Deliverables**. At CUSTOMER’s expense, AT-PAC shall deliver the Purchased Equipment to CUSTOMER’s site (the “Delivery Site”) on the delivery date specified in Exhibit A (the “Delivery Date”). Upon CUSTOMER’s written request, AT-PAC shall also provide CUSTOMER with documentation required to use and maintain the Purchased Equipment. CUSTOMER may duplicate all manuals and other Documentation provided by AT-PAC for use solely in accordance with the terms of the Agreement.

**2.2. Installation**. Installation, erection, and any dismantling of the Purchased Equipment is the responsibility of the CUSTOMER.

**2.3. Risk of Loss**. Risk of loss for the Purchased Equipment shall transfer to CUSTOMER upon receipt thereof by CUSTOMER at the Delivery Site.

#### **3. Freight, Taxes and Other Payments**

**3.1. Freight**. CUSTOMER shall be responsible for all freight and related costs related to the delivery of the Purchased Equipment.

**3.2. Taxes**. CUSTOMER shall be responsible for all sales or use tax or any tariff applicable to the Purchased Equipment.

**3.3. Security Interest**. CUSTOMER hereby grants a security interest in the Purchased Equipment to AT-PAC for all obligations owed under this Agreement. CUSTOMER will promptly execute and deliver to AT-PAC such further documents and take such further action as AT-PAC may request in order to carry out more effectively the intent and purpose of this Agreement, including the execution and delivery of appropriate financing statements in order to protect fully AT-PAC’s interest hereunder in accordance with the Uniform Commercial Code or other applicable law. AT-PAC and any assignee of AT-PAC is hereby authorized to file one or more financing statements in connection with this Agreement pursuant to applicable provincial or territorial personal property security legislation. CUSTOMER will pay all costs of filing any financing, continuation, amendment, or termination statements with respect to this Agreement, including, without limitation, any documentary stamp taxes relating thereto.

#### **4. REPRESENTATIONS, WARRANTIES, COVENANTS AND LIMITATION OF LIABILITY**

**4.1. Intellectual Property**. AT-PAC represents, warrants, and covenants that neither the Purchased Equipment nor its use as contemplated under this Agreement, infringes, violates, trespasses or in any manner contravenes or breaches any patent, copyright, trademark, license or other property or proprietary right or constitute the unauthorized use or misappropriation of any trade secret of any third party.

**4.2. Warranty** To the extent so stated in Exhibit A, AT-PAC hereby represents, warrants, and covenants that the Purchased Equipment shall be new as of the Delivery Date.

**4.3. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AT-PAC MAKES NO OTHER WARRANTY TO CUSTOMER IN RESPECT OF PURCHASED EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**5. INSPECTION OF THE PURCHASED EQUIPMENT.** Until the Purchase Price is fully paid, at AT-PAC's sole option and without any obligation on its part, AT-PAC shall have the right to inspect the Purchased Equipment during business hours for purposes of determining its condition and the nature and extent of its use.

**6. GENERAL**

**6.1 Insurance.** Until AT-PAC has transferred title to the Purchased Equipment, CUSTOMER shall meet the insurance requirements set forth in Paragraph II.7 below.

**II. TERMS AND CONDITIONS FOR RENTAL OF EQUIPMENT**

**1. Rental of Equipment, Rental Rates, Freight and Taxes**

**1.1.** AT-PAC hereby agrees to rent to CUSTOMER, and CUSTOMER hereby agrees to rent from AT-PAC, the Equipment set forth in Exhibit B (the "Rented Equipment"). This Agreement shall cover all future rental of Equipment by CUSTOMER and such rented Equipment shall be deemed to be Rented Equipment for the purposes of this Agreement. The rental rate for the Rented Equipment shall be as set forth in an estimate, quotation or written proposal submitted by AT-PAC to CUSTOMER for a particular order ("Quote") unless a master rental rate schedule has been submitted, approved, and agreed upon by both parties and is set forth in Exhibit B. CUSTOMER shall be responsible for all freight and related costs related to the delivery of the Rented Equipment and return of the Rented Equipment upon conclusion of a rental and/or if there is a termination of this Agreement. CUSTOMER shall be responsible for all sales or use tax or any tariff applicable to the Rented Equipment.

**1.2.** In the event of any conflict between the terms of this Agreement and a Quote, the terms of this Agreement shall govern, unless the Quote expressly states that certain or all of the terms of the Quote shall govern.

**1.3.** Title to all Rented Equipment shall at all times remain in AT-PAC during the Term of this Agreement and until an instrument transferring title to the Rented Equipment or some portion thereof to CUSTOMER is executed by AT-PAC and becomes fully effective.

**2. Payment Terms**

**2.1.** The rental rates and security deposits, if any, for the Rented Equipment are as set forth on each individual Quote or Exhibit B hereto. Upon shipment of the Rented Equipment, AT-PAC will invoice CUSTOMER for an amount equal to the rental of the Rented Equipment for twenty-eight (28) days. This amount is non-refundable to CUSTOMER. Subsequent to this initial payment, invoices shall be issued by AT-PAC for each twenty-eight (28) day billing cycle in arrears and shall be considered a billing cycle to billing cycle automatic extension of the rental term, unless otherwise agreed. CUSTOMER shall pay all invoices within thirty (30) days of AT-PAC's invoice date. Rental shall be computed from the date of shipment to the date of return. Any existing tax or any tax that may be hereafter levied or imposed by any public authority upon rental, trucking, or use of said Rented Equipment will be promptly paid by CUSTOMER. Invoices unpaid after thirty (30) days from the invoice due date shall incur a 1.5% per month interest surcharge. To the extent CUSTOMER pays invoices by credit card, CUSTOMER shall sign and comply with AT-PAC's Recurring Credit Card Authorization Form, One-Time Credit Card Authorization, or any other documentation to accomplish such payment and pay any applicable credit card surcharge.

**2.2.** AT-PAC and CUSTOMER intend that this Agreement be construed as a leasing arrangement between the parties; however, in the event that this Agreement is construed by a third party or a court having jurisdiction over the parties as something other than a leasing arrangement, CUSTOMER hereby grants a security interest in the Rented Equipment to AT-PAC for all obligations owed under this Agreement. CUSTOMER will promptly execute and deliver to AT-PAC such further documents and take such further action as AT-PAC may request in order to carry out more effectively the intent and purpose of this Agreement, including the execution and delivery of appropriate financing statements in order to protect fully AT-PAC's interest hereunder in accordance with applicable provincial or territorial personal property security legislation or other applicable law. AT-PAC and any assignee of AT-PAC is hereby authorized to

file one or more financing statements in connection with this Agreement pursuant to applicable provincial or territorial personal property security legislation. CUSTOMER will pay all costs of filing any financing, continuation, amendment, or termination statements with respect to this Agreement, including, without limitation, any documentary stamp taxes relating thereto.

**3. CUSTOMER's Obligations** Customer agrees that it:

- 3.1.** shall pay all freight, shipping, delivery charges, labor costs and other expenses incurred (1) in connection with the Rented Equipment; and (2) any loading, unloading, installation, erection or dismantling costs relating to the Rented Equipment, and pay all lawful claims, whether for labor, materials, supplies, rent or services which might, or could if unpaid, become a lien on the Rented Equipment;
- 3.2.** shall comply with all laws, regulations, rules, manufacturer's instructions and warranty requirements, and with the conditions and requirements of all policies of insurance relating to the Rented Equipment and its use, including but not limited to, applicable provincial and territorial occupational health and safety legislation and AT-PAC's safety rules;
- 3.3.** shall install, maintain, and use the Rented Equipment and any ancillary equipment furnished by Customer in conformity with safe practice, applicable standards, drawings and/or printed instructions and safety rules issued by AT-PAC, and in compliance with the requirements of applicable provincial and territorial occupational health and safety legislation and all other applicable legal requirements, including, but not limited to installation and maintenance of proper guardrails, mid-rails and toe-boards; not allowing rolling scaffolds to be moved with people on them, being careful of hazards such as overhead power lines, and keeping casters locked when the scaffold is stationary;
- 3.4.** shall advise AT-PAC in writing promptly of any item of Rented Equipment lost or damaged and of the circumstances and extent of such damage;
- 3.5.** shall, in the event any item of Rented Equipment shall become lost, stolen, destroyed, damaged (except for minor damage that AT-PAC opts to repair) or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Rented Equipment, promptly pay AT-PAC an amount equal to the current list price for such item of Rented Equipment in effect at the time the Rented Equipment was rented;
- 3.6.** shall inspect all Rented Equipment prior to each use and immediately remove from service any Rented Equipment that either malfunctions, ceases to fit, connect or operate properly installed or maintained and notify AT-PAC promptly;
- 3.7.** shall mark and identify the Rented Equipment with all information and in such manner as AT-PAC may request from time to time and replace promptly any such markings or identification that are removed, defaced, or destroyed;
- 3.8.** shall, at any and all times during business hours, grant AT-PAC free access to enter upon the premises wherein the Rented Equipment shall be located or used and permit AT-PAC or AT-PAC's agents and representatives to inspect the Rented Equipment;
- 3.9.** shall not intermingle, connect or use the Rented Equipment with functionally equivalent components of other manufacturers since such components may not be safe due to improper fit or connection;
- 3.10.** shall not voluntarily or involuntarily create, incur, assume, or suffer to exist any mortgage, lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Rented Equipment (other than any security interest granted to AT-PAC under this Agreement);
- 3.11.** shall not permit the name of any person, association, or corporation other than the AT-PAC to be placed on the Rented Equipment as a designation that might be interpreted as a claim of ownership or security interest; and
- 3.12.** shall not assign or in any way dispose of all or any part of its rights or obligations under this Agreement.

**4. CUSTOMER's Obligations Shoring and Forming** In addition to the obligations set forth in Section II.3, with respect to shoring and forming rentals, it is understood and agreed that CUSTOMER shall

also:

- 4.1. verify the conformity of AT-PAC's layout drawings with the job plans;
- 4.2. be responsible for the design and engineering of all form work, its construction, and the stabilization thereof. Form work details shown on AT-PAC's layouts, other than those relating to items furnished by AT-PAC, are intended to be illustrative only of methods and sizes to coordinate with the design of the shoring and forming Rented Equipment, and the adequacy and appropriateness of the items shall be verified by CUSTOMER;
- 4.3. if the Rented Equipment is used for any part of a job for which AT-PAC has not supplied layouts, obtain from AT-PAC appropriate safe allowable load data and design, and install and use the Rented Equipment in accordance therewith; and
- 4.4. assure that the shoring installation is safely and properly stabilized against internal and external lateral forces of any nature and that the form work system is properly restrained from lateral movement with respect to the shoring Rented Equipment.

5. **Special Uses and Movement of the Rented Equipment.** For special uses of the Rented Equipment and/or special conditions not covered by AT-PAC's standard safety rules and instructions, AT-PAC shall furnish CUSTOMER, at CUSTOMER's specific written request and at CUSTOMER's expense, appropriate layouts, or other data to assist CUSTOMER in the installation of the Rented Equipment. If CUSTOMER wishes to (a) move the Rented Equipment to any other job other than the job listed in the Quote or the initial Delivery Site; or (b) loan, lease, transfer or assign the Rented Equipment to any third party or parties, CUSTOMER shall provide written notice of same to AT-PAC and shall not take any action to move, loan, lease, transfer or assign the Rented Equipment until AT-PAC provides its written consent to such transaction. AT-PAC's consent shall only be given by an AT-PAC regional manager or other individual employee of AT-PAC with a similar level of authority or his or her written designee.

6. **Limitation of Remedies.** Upon written notice by CUSTOMER, AT-PAC shall, at AT-PAC's option, furnish replacement parts or repair any parts which prove to be damaged or unserviceable when used in accordance with this Agreement under normal conditions and service. **THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR THE BREACH OF ANY AND ALL WARRANTIES IN RESPECT OF RENTED EQUIPMENT. CUSTOMER EXPRESSLY WAIVES ALL OTHER REMEDIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES IN RESPECT OF RENTED EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED.** CUSTOMER agrees that it has selected each item of Rented Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by AT-PAC. CUSTOMER acknowledges that AT-PAC is not the manufacturer of the Rented Equipment, not the manufacturer's agent, and not a dealer therein. AT-PAC shall not be liable to CUSTOMER for any loss, damage or expense of any kind or nature caused, directly or indirectly, by any of the Rented Equipment or the use of maintenance thereof or the failure or operation thereof, or the repair, service or adjustment thereof, or by any delay or failure to provide any such maintenance repairs, service, or adjustment, or by any interruption of service or loss of use thereof or for any loss of business howsoever caused.

7. **Insurance.** CUSTOMER, at its own expense, shall:

- 7.1. insure the Rented Equipment with an insurance company reasonably acceptable to AT-PAC for full replacement value against all risks of loss or damage, naming AT-PAC as loss payee with all losses payable to AT-PAC;
- 7.2. maintain general liability insurance, with an insurance company reasonably acceptable to AT-PAC, naming AT-PAC as an additional insured (using form CG2028 11 85, Additional Insured-AT-PAC of Leased Property), with limits of not less than \$1,000,000 for injury or death and \$1,000,000 for property damage, for any and all claims for bodily injury or property damage arising out of the use of the Rented Equipment;
- 7.3. provide AT-PAC with certificate / additional insured endorsement of such insurance (and the amount of any deductible or self-insured retention) stating that the insurance is primary with respect to the additional insurance, and other insurance to the AT-PAC is excess and noncontributing;
- 7.4. ensure that CUSTOMER's property and general liability policies contain a waiver of subrogation, in favor of AT-PAC, and certificate / additional insured endorsement must reference waiver of subrogation;

and

7.5. notify AT-PAC immediately within 12 hours after the occurrence of any claim, loss, damage, or injury relating to the Rented Equipment.

7.6. Upon CUSTOMER's failure to provide such insurance and certificate / endorsement, AT-PAC may obtain the same at CUSTOMER's expense and CUSTOMER shall immediately reimburse AT-PAC for any costs associated therewith.

**8. Return of Rented Equipment.** CUSTOMER shall assume all responsibilities for the Rented Equipment while it is in CUSTOMER's possession and upon completion of CUSTOMER's use of the Rented Equipment return same to AT-PAC complete, dismantled, and in the same condition (subject only to reasonable wear and tear) and the same standard packaging as delivered. CUSTOMER agrees to pay for any Rented Equipment or parts which CUSTOMER fails to return, or are returned in damaged, contaminated, or otherwise not re-rentable condition, as determined by AT-PAC in its sole discretion. Where AT-PAC determines in its sole discretion that the Rented Equipment returned is safe to re-rent subject to minor repairs or minor cleaning that AT-PAC customarily performs and is resourced to perform in respect of Rented Equipment, CUSTOMER shall pay for such minor repairs or minor cleaning on the basis of AT-PAC's then prevailing repair and cleaning charges. For all other instances where returned Rented Equipment requires repair, cleaning or decontamination, CUSTOMER shall pay for the replacement of such Rented Equipment in full at AT-PAC's current list price. Where CUSTOMER has paid for the replacement of Rented Equipment that is safe to use but not in re-rentable condition, AT-PAC will make available such Equipment for pick-up by CUSTOMER (at CUSTOMER's sole expense) at AT-PAC's premises for a period of thirty (30) days following receipt of full payment. Should CUSTOMER fail to pick up such Equipment within thirty (30) days, AT-PAC may dispose of such Equipment in any manner it sees fit.

If any rental is terminated due to CUSTOMER's default or expires prior to CUSTOMER returning the Rented Equipment, until the Rented Equipment is returned to AT-PAC, CUSTOMER shall pay to AT-PAC each month an amount equal to the monthly basic rental amount that was in effect during the last month of the most recent term of such rental, and shall comply with all other provisions of this Agreement.

**9. Inspection of Rented Equipment.** At AT-PAC's sole option and without any obligation on its part, AT-PAC shall at all times during the term of this Agreement have the right to inspect the Rented Equipment during business hours for purposes of determining its condition and the nature and extent of its use.

### **III. TERMS AND CONDITIONS FOR BOTH SALE AND RENTAL OF EQUIPMENT**

**1. CUSTOMER Financial Assurances.** This Agreement is contingent on AT-PAC's review and acceptance of CUSTOMER's Credit Application, attached hereto as Exhibit C, or such other documentation as AT-PAC in its sole discretion shall accept in place thereof.

**2. Personal Guaranty.** To the extent requested by AT-PAC, CUSTOMER shall have the Personal Guaranty attached as Exhibit D, executed, and delivered to AT-PAC by appropriate person(s), as agreed with AT-PAC, signing in their personal capacity.

**3. Default and Remedies**

**3.1.** Each of the following events shall constitute an "Event of Default" hereunder: (a) CUSTOMER fails to pay when due any installment of rent; (b) CUSTOMER fails to observe or perform any other obligation under this Agreement, including, but not limited to failure to return the Rented Equipment upon expiration or termination of this Agreement and such failure continues for ten (10) calendar days following written notice thereof by AT-PAC to CUSTOMER; (c) CUSTOMER or any guarantor of CUSTOMER under this Agreement ceases doing business as a going concern or make an assignment for the benefit of creditors; (d) CUSTOMER or any guarantor of CUSTOMER under this Agreement voluntarily files, or has filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the Bankruptcy and Insolvency Act (Canada), Companies' Creditors Arrangement Act (Canada) or any other present or future federal, provincial or territorial bankruptcy or insolvency law, or a trustee, receiver, or liquidator is appointed in respect of all or a substantial part of its assets; (e) any individual CUSTOMER, or guarantor of this Agreement dies; (f) any financial or credit information submitted by or on behalf of CUSTOMER is determined in AT-PAC's reasonable opinion to be false or materially misleading when made; or (g) an event of default occurs under any other agreement with AT-PAC for any affiliate of AT-PAC or indebtedness CUSTOMER may now or hereafter owe to AT-PAC or any affiliate of AT-PAC.

**3.2.** AT-PAC and CUSTOMER agree that AT-PAC's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Agreement is executed because the value

of the Rented Equipment at the termination of this Agreement is uncertain, and therefore they agree that for purposes of this Agreement, "AT-PAC's Loss" as of any date shall be the sum of the following: (a) the amount of all rent and other amounts payable by CUSTOMER hereunder due but unpaid as of such date, plus (b) the amount of all unpaid rent for the balance of the term of this Agreement, plus (c) ten percent (10%) of the current list price of the Rented Equipment for nominal damage; provided that if the Rented Equipment, in AT-PAC's reasonable opinion, is damaged more than 10%, then AT-PAC shall be entitled to increase this amount, up to 100% of the current list price of the Rented Equipment.

**3.3.** Upon the occurrence of an Event of Default and at any time thereafter, AT-PAC may, by written notice to CUSTOMER, terminate this Agreement or any individual rental of Rented Equipment and declare an amount equal to AT-PAC's Loss as of the date of such notice to be immediately due and payable, and all rights of CUSTOMER to use the Rented Equipment shall terminate, but CUSTOMER shall be and remain liable as provided in this Section. CUSTOMER shall, at its expense, promptly deliver the Rented Equipment to AT-PAC at a location or locations within Canada designated by AT-PAC. AT-PAC may also enter upon the premises where the Rented Equipment is located and take immediate possession of and remove the same, with or without instituting legal proceedings, so long as such entry and possession may be affected without breach of the peace. In addition, AT-PAC may exercise any remedy in law or in equity, under statute or regulation, as AT-PAC in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in Paragraph III.3.1(d) an amount equal to AT-PAC's Loss as of the date of such occurrence shall automatically become and be immediately due and payable without notice or demand of any kind.

**3.4.** CUSTOMER agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to AT-PAC hereunder, AT-PAC shall also have all of the rights and remedies of a secured party under applicable provincial or territorial personal property security legislation. No remedy given in this paragraph is intended to be exclusive, and each shall be cumulative to the extent necessary to permit AT-PAC to recover amounts for which CUSTOMER is liable hereunder. No express or implied waiver by AT-PAC of any breach of CUSTOMER's obligations hereunder shall constitute a waiver of any other breach of CUSTOMER's obligations hereunder.

**4. Term.** This Agreement is effective as of the Effective Date and will continue until terminated in accordance with Section III.3. or by mutual agreement of the parties.

**5. Waiver of Consequential Damages.** AT-PAC shall not be held liable for any special, indirect, or consequential damages whatsoever, including but not limited to loss of profits, extra labor costs, delays or any other claims arising out of or resulting from the use, loss of use, breakdown, or malfunctioning of the Equipment.

**6. Force Majeure.** AT-PAC will make every effort to deliver the Equipment as required upon reasonable notice, but AT-PAC shall not be held liable for loss or damage arising from late delivery or nonfulfillment of contract by reason of acts of God, fires, labor disturbances, strikes, delays in transportation, accidents, civil or military authority, or any other cause whatsoever which is unavoidable or beyond AT-PAC's reasonable control.

**7. Indemnification by AT-PAC.** AT-PAC will indemnify and defend any third-party claim or action brought against CUSTOMER or any of its officers, directors, employees, agents, or other representatives to the extent that any Equipment infringes, violates, trespasses, contravenes or breaches any patent, copyright, trademark, license or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party. CUSTOMER will promptly notify AT-PAC in writing of any such claim or action and will cooperate with AT-PAC in the defense of such claim or action.

**8. Indemnification by CUSTOMER.** CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD AT-PAC FREE AND HARMLESS FROM ANY AND ALL LOSSES, LIABILITY, DAMAGES, COSTS, CLAIMS OR SUITS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES AND COSTS) ARISING FROM DEATH, BODILY INJURY OR INJURY TO PROPERTY, INCLUDING DEATH OR INJURY TO CUSTOMER'S EMPLOYEES OR SUBCONTRACTORS, ARISING OUT OF OR RELATED TO: CUSTOMER'S NEGLIGENCE, CUSTOMER'S BREACH OF THIS AGREEMENT OR APPLICABLE OCCUPATIONAL HEALTH AND SAFETY STANDARDS, CUSTOMER'S USE OR MISUSE OF THE EQUIPMENT OR ANY PART THEREOF, OR CUSTOMER'S FAILURE TO PROVIDE ADEQUATE WARNINGS REGARDING THE PROPER ERECTION, DISMANTLING OR USE OF, OR THE DANGERS ASSOCIATED WITH, THE EQUIPMENT OR ANY PART THEREOF.

9. **Legal Fees.** CUSTOMER agrees that, if any invoice or any payment due or part thereof remains unpaid after the due date or in the event CUSTOMER defaults with respect to any obligation hereunder, in addition to any other amounts owed to AT-PAC under this Agreement, CUSTOMER shall pay to AT-PAC all costs, expenses, out of court costs and reasonable legal fees incurred in recovering AT-PAC's property and/or any amounts due AT-PAC hereunder, including but not limited to, collection agency fees.

10. **Miscellaneous.** AT-PAC shall have no responsibility, direction, or control over the manner of erection, maintenance, use or operation of the Equipment by CUSTOMER. CUSTOMER assumes all responsibility for claims asserted by any person whatsoever arising out of the erection, maintenance, use, operation, or possession of the Equipment. This Agreement is not assignable by CUSTOMER and may not be modified, except by both parties in writing. Headings are for convenience only and shall not be construed to modify the meaning of any provision. This Agreement in all respects shall be governed by the laws of Alberta and the laws of Canada applicable therein, excluding its conflict of law rules or principles which result in the application of the law of another jurisdiction, and the parties hereto irrevocably submit to the jurisdiction of such province and the superior court in that province and agree that venue for all actions in any such courts is properly set in Edmonton, Alberta. This Agreement is not made pursuant to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is specifically excluded.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives have executed this Agreement as of the date indicated below.

**Signatures on Next Page**

**CUSTOMER****AT-PAC SCAFFOLD SERVICES, INC.**

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*Name (print)*

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*Name (print)*

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*Title*

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*Title*

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*Date*

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*Date*

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*Signature*

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*Signature*

PLEASE SIGN AND RETURN ONE COPY

## Exhibit A

## EXHIBIT B

### Contractual Rental Rates

**Rental Rates:**

Either as set forth in each Quote attached hereto, or hereafter provided, and made a part hereof, or as set forth below.

**Shortages and Damages:**

All shortage and damage invoices will be based off the current standard list pricing or otherwise agreed upon during jobsite close out process.

**Engineering Charges:**

To be quoted on a case-by-case basis in accordance to the requirement needed for the job.