



TERMS AND CONDITIONS FOR RENTALS

SECTION 1

The equipment specified in this Rental Order will be subject to acceptance by the Corporation at destination following delivery. If this Equipment Rental Order provides for a particular place or manner of delivery, such delivery shall not be complete unless or until made in accordance therewith.

SECTION 2

The Lessor shall pay for all operating expenses without restricting the generality of the foregoing maintenance and repairs and fuel.

SECTION 3

The Lessor shall carry an insurance policy for damage to the rented equipment, whether it be operated by the Lessor or the Corporation with no deductible payable by the Corporation per incident, and the Lessor shall not have any right of action against the Corporation for accidental loss or damage to the rented equipment during the term of the rental. Furthermore, the Lessor shall at all times indemnify and save harmless the Corporation from and against all claims and demands, loss costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of these presents, or any action taken or things done or maintained by virtue hereof or the exercise in any manner of rights arising hereunder, and carry a liability insurance policy indemnifying the Corporation against all claims for death, bodily injury and property damage which may arise out of the use of the rented equipment for a minimum of \$1,000,000.00 per incident with no deductible payable by the Corporation.

SECTION 4

The Lessor shall at all times take his orders from the Division Engineer or the Division Administration Officer of the Corporation concerning the work to be done with the rented equipment.

SECTION 5

Time shall be deemed to be of the essence of this Equipment Rental Order.

SECTION 6

The Lessor shall comply with all labour conditions and with all health conditions and requirements, from time to time applicable to the work.

SECTION 7

Payment will be made in Canadian funds only and interest will not be paid on any sum overdue.
