

Box 568
Grande Prairie, AB, T8V 3A7
888-212-6554
tickets@powersat.ca



RENTAL AGREEMENT / LEASE

Powersat Communications Inc., hereinafter referred to as the "Company", hereby rents to the person or persons referred to on the reverse side hereof, hereinafter referred to as the "Customer", certain equipment, and the customer agrees to pay as a rental the sum stated on the reverse side hereof. The said property is rented on the following terms and conditions agreed to by the parties.

EQUIPMENT: The equipment referred to in agreement consists of that recorded on the reverse side hereof.

RATE OF RENTAL is as shown on the reverse hereof.

TRANSPORTATION: The rental price is F.O.B. the company's warehouse and the customer agrees to pay all transportation or cartage charges from and return to company's warehouse.

CARE: Customer agrees to properly protect all equipment from weather by suitable housing; to provide competent operators and return the equipment in as good condition as received, normal wear and tear excepted. The company shall have access to said equipment at all times for inspection. The risk and liability for any injury or damage to said equipment from any source or cause whatsoever until the equipment is returned to the company, shall be borne by the customer, and the amount of such damage shall be paid to the company by the customer upon demand, should the equipment be destroyed or cease to exist for any cause whatsoever during the term of this agreement, the customer hereby agrees to pay the aforementioned valuation price to the company on demand.

REPAIRS: If the equipment becomes damaged during the term of this agreement, and repairs are necessary, the customer hereby authorizes the company to make such repairs and agrees to pay the company the bill for such repairs at the price prevailing for the work required. In case of damage so serious that it would not be practicable to repair the equipment, the customer agrees to pay the valuation price hereinafter set to the company, on demand. If the company shall elect, and money paid by the customer to the company may be applied first on any handling charges, repair charges, or any other charges, accruing under the terms of this contract, which the company may have been obligated to advance or make prior to applying such payments upon the amounts due for rents.

COMPANY'S REPRESENTATION: The equipment covered by this agreement is represented to be in good running order but is expressly understood the company is in no way responsible for the engineering in connection with its use or the results accomplished by the equipment or accidents resulting from its use and the company does not represent to the customer that such equipment is suitable or will be suitable for any particular type of work.

CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS THE COMPANY FROM AND AGAINST ALL CLAIMS ARISING OUT OF THE CUSTOMER'S (OR HIS EMPLOYEES) USE OR OPERATION OF THE RENTED PROPERTY.

CANCELLATION: If the customer fails to make payment of any instalment of rent, as aforesaid, for a period of ten (10) days or becomes bankrupt or violates any provision of this agreement or if the said equipment is levied upon or becomes liable to seizure, the company may, at its option, terminate this agreement without notice to the customer, and may take possession of the said equipment without becoming liable for trespass and may recover all rental due hereunder and full damages for any injury to the said equipment and all expenses incurred in retaking possession of the said equipment. In the event that the company takes any legal steps to enforce the terms of this contract, the customer agrees to pay, in addition to the costs and disbursements provided by statute, all reasonable legal fees necessitated by such action.

IT IS AGREED TIME IN THE PERFORMANCE OF EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT IS THE ESSENCE HEREOF.

IT IS AGREED nothing contained in this agreement shall be construed as an agreement of purchase.

The customer acknowledges that this contract constitutes the whole agreement between the parties and no representations or warranties have been made except as herein contained. No employee of the company is authorized to alter the terms of this agreement in any way.

Box 568
Grande Prairie, AB, T8V 3A7
888-212-6554
tickets@powersat.ca

