

All business is conducted in accordance with these Rental Terms and Conditions unless otherwise amended in writing and signed by authorized representatives of both Supplier and Customer. Acceptance of delivery of Suppliers equipment at Customer's site constitutes Customers acceptance of these Terms and Conditions. For the purposes of these Terms and Conditions:

- "Supplier" means Waymark Site Solutions Inc. or their duly authorized agents and includes their successors, assigns or representatives.
- "Customer" means the person, persons, legal entity or their representative renting the Equipment from the Supplier.
- "Equipment" means portable toilets and wash stations, temporary fence panels, waste containers, storage containers, or any facilities and equipment provided by the Supplier including all fixtures and fittings.
- Rental Term: In the absence of a written and signed agreement specifying the term of the rental, the rental term respecting each item of Equipment commences on the date of delivery by the Supplier to the Customer and ends on the date of final pickup by the Supplier

GENERAL TERMS AND CONDITIONS

1. **Rental Rates** – The rates payable under this rental agreement will be the published rates for WSS in place at the start of the Rental Term as represented on the reverse side hereof. Rates are subject to change from time to time and at any time, and any amended rate schedule published by WSS will be binding on the Renter when put into effect. WSS will provide a minimum of 30 days notice for any rate changes to all current Renters.
2. **Rental Due** - The Renter hereby covenants to pay the amount of rent as aforesaid, when due, and upon default, WSS may at its sole option terminate this rental Agreement in accordance with paragraph 11.
3. **Title** - This Agreement is not a contract of sale. Title to the equipment is and shall remain with WSS. The Renter shall give WSS immediate notice if any of the equipment is levied upon or becomes liable to seizure.
4. **Location** - The equipment shall be located in the Province of Alberta and shall not be removed.
5. **Site Access** - Supplier reserves the right to charge for delays, additional labor time, or additional trips in connection with uncompleted delivery, set-up, servicing, or dismantling/removal due to obstructed access or unsuitable/unsafe site conditions.
6. **Prohibited Use** - Use of the equipment in the following circumstances is prohibited, and will constitute a breach of this agreement:
 - a. Use for illegal purpose or in an illegal manner;
 - b. Use when the equipment is in bad repair or is unsafe;
 - c. Improper or unintended use or misuse;
 - d. Use by anyone other than the Renter or the Renter's employees;
 - e. Use of the equipment at any location other than the address furnished to WSS.
7. **Acceptance** - The Renter acknowledges that the Renter has had an opportunity to inspect the equipment, find it suitable for the Renter's needs, in good condition, and that the Renter understands its proper use.
8. **Inspection** - At all times during business hours WSS shall have the right to inspect the equipment or observe its use.
9. **Loss or Damage and Repairs** – Subject to accepting the loss and damage coverage available, the renter hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever excluding normal operational wear and tear. No loss or damage to the equipment or any part thereof shall impair any obligation of the Renter under this Rental Agreement which shall continue in force and effect. In the event of loss or damage due to misuse, willful misconduct, or negligence of any kind, the Renter shall replace or repair or, alternatively, WSS may replace or repair the lost or damaged equipment with the cost to be borne by the Renter.
10. **Indemnity**- The Renter shall indemnify WSS against, and hold WSS harmless from any and all claims, actions, suits, proceedings costs, expenses, damages and liabilities, including solicitor's fees, arising out of, connected with, or resulting from the equipment including, without limitations the manufacture, selection, possession, or use of the equipment.
11. **Termination of Agreement** - Should the Renter fail to make any payment when it becomes due, or become bankrupt, or overload the equipment or tax it beyond its capability or fail to maintain, use or return the equipment as provided by this Agreement or violate any other provision hereof, WSS may at its option terminate this Agreement without notice to the Renter, retake possession of the equipment without becoming liable for trespass, and recover all rentals, due and full damages for any injury to, and all expenses incurred in retaking possession of the equipment.
12. **Collection Costs** - The Renter agrees to pay all reasonable collection, court costs, fees, attorney's fees and other expenses involved in the collection of the charges or enforcement of WSS's rights under this Rental Agreement.
13. **Sublease, Loans & Assignments** - WSS may assign its rights and obligations under this Rental Agreement without the Renters consent, but the Renter may not sublease or loan the equipment to any other party. Any purposed assignment by the Renter is automatically void.

14. **Severability** - The provisions of this Rental Agreement shall be severable, so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
15. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta, and each of the parties submits to the jurisdiction of the courts of the Province of Alberta for the interpretation and enforcement of this Agreement.
16. **Notices** - Any notice, direction or other information or inquiry to be delivered pursuant to this agreement shall be given in writing and be mailed, personally served or faxed to the appropriate party at the following addresses:

Waymark Site Solutions Inc.
PO Box 724, Station M
Calgary, AB T2P 2J3
Phone: (403) 239-3565 Fax: (403) 239-8838

WASTE CONTAINER RENTAL CONDITIONS

1. **LEVEL LOADS ONLY – NO EXCEPTIONS**
2. Certain materials, excess weight, travel outside Calgary city limits and other factors will be subject to price adjustments or surcharges.
3. Disposal of any hazardous material in the container is prohibited, including but not limited to: oils, fuels, propane tanks, batteries, paint, tires, appliances, electronics, refrigerants, railroad ties, and bio-waste such as plants or trees. Other materials such as asbestos, soil, rocks, or concrete must be in a separate container and pre-authorized by WSS.
4. Customer will be held liable for any hazardous materials that are placed in the container while in Customers care, custody and control, and will be held responsible for the associated disposal and clean up costs.
5. Customer is responsible for determining if a permit is required for placing the container and obtaining the permit if needed.
6. A clear and unobstructed access path must be provided from the point of entry to the property to the container to be serviced.
7. Containers may cause damage to low lying branches, grass and driveways (including cement, stone, asphalt and concrete) or unknown underground utilities when being placed or removed. WSS is not liable for any damage caused unless damage is due to negligence or willful misconduct.
8. Supplier is not responsible for the loading of any refuse into containers at the Customer's site. Supplier is not responsible for unloading over-height or over-weight containers at the Customer's site.

PORTABLE TOILET & FENCING RENTAL CONDITIONS

1. Delivery, set-up, and rental rates are based on the expectation that the site is flat, level and solid standing with suitable access for the Equipment and all associated motor vehicle(s). Surcharges may apply for difficult locations
2. Customer warrants that the vehicles and Equipment belonging to the Supplier will have suitable access free from all obstructions and without concealed underground services that may suffer damage occasioned by the transport, installation, use, servicing, and/or removal or the Equipment.
3. Customer warrants that all fence lines will be cleared of all obstructions and leveled prior to requesting delivery and set-up. Customer further warrants that any and all underground utility services will be marked and disclosed prior to placement of the equipment on site.
4. Customer will ensure unobstructed access to Equipment for servicing. The toilet service truck must be able to park within 10 feet of the portable toilets and the driver must have a clear and safe approach
5. In the winter the customer is responsible for removal of snow to ensure safe access to the portable toilet.
6. Toilets are cleaned once a week; however, from time to time the day of servicing may be adjusted due to Statutory Holidays, equipment failure or inclement weather.
7. In the event that the actual quantity of equipment (toilets or fence components) placed on Customers site is greater or less than calculated or estimated, the actual quantities will be used for rental agreement purposes.