

# TERMS & CONDITIONS

**INTERPRETATION.** Unless a contrary intention appears in this contract "Lessor" and "Lessee" whenever used, mean and imply, respectively, "Lessor", it's administrators, representatives, heirs, legal successors and assignees, the "Lessee" it's administrators, representatives, heirs, legal successors and assignees. If there be more than one Lessor or Lessee, all liabilities shall be joint and several.

**DURATION OF CONTRACT.** The present contract is for the duration mentioned in the rental contract agreement hereof and, unless another date has been stipulated in this contract, it commences on the date that the Lessee receives the equipment.

**PAYMENT OF RENTAL FEE.** The Lessee agrees to pay the Lessor the amount billed at time of rental. The fee is payable to the Lessor at his address as mentioned on the trailer rental agreement.

**OWNERSHIP.** The equipment shall always remain the property of the Lessor and the Lessee shall only have the right to use the said equipment as per the terms and conditions of this contract. The Lessee shall not change the place of operation of the equipment as mentioned on the trailer rental agreement hereof, to another location, without the written consent of the Lessor.

**DESTRUCTION, LOSS OR THEFT.** If the equipment is lost, in part or totally, is stolen, broken or destroyed, the Lessee shall immediately advise the Lessor and the Police. The loss, theft, destruction or damage to or of the equipment shall not terminate this contract and the Lessee shall pay the rental until such time as the equipment will be returned to the Lessor or until such time as the value of the equipment mentioned on the trailer rental agreement shall have been paid to the Lessor. Deductible if in an accident is \$500

**USE, REPAIR, AND UP-KEEP.** The Lessor guarantees that the equipment shall be used and operated in an appropriate manner by the persons competent to use this equipment. The Lessee shall, at his own expense maintain the equipment in good condition and repair. The Lessor shall become the owner of all parts added or used in replacement. The Lessee guarantees that he shall permit access to the equipment to the Lessor and to any other person authorized by the Lessor to inspect the said equipment. The Lessor shall have to assume responsibility for all repairs, of whatever nature they may be and shall have no right or recourse to a reduction of the rent. The Lessee shall pay all costs, taxes, penalties, or other charges regarding the possession of or the usage of the said equipment. Gravel roads are not permitted, unless authorized by a BTB representative.

**LOSS. OR DAMAGE TO THE EQUIPMENT.** The Lessee pledges that he shall fully indemnify the Lessor for the loss or sudden and unexplained disappearance of the said equipment in whole or in part, for any reason whatsoever and whether or not the said loss, mysterious disappearance or damages shall be due or not to the Lessee's negligence.

**EXCLUSION OF RESPONSIBILITY.** The Lessee pledges to guarantee and fully compensate the Lessor as regards all demands, claims or actions taken against the Lessor for all loss, injury, or damages, including all loss of profits or other indirect damages, suffered by the Lessor, his employees or representatives or third parties, because of the presence or usage of the said equipment. Any damage will be repaired by Behind the Bars Motorsports Inc and charged to the Lessee. Failure to empty black/grey water will result in a \$100 charge.

**EXCLUSION OF CONTRACT.** The Lessor shall not be bound by a guarantee for the condition of the equipment, it's marketable value or it's convenience for any set type of work or any other reason for which the equipment is requested. The Lessor shall not be responsible for loss, or injuries or damages, including loss of profit or other indirect damages resulting from any or all defects or faults in the equipment, whether these defects are hidden or apparent and the Lessor shall not have to compensate the Lessee in any way, shape, or form, as regards all requests, demands or actions for any losses, injuries or damages, either direct or indirect, or losses of profit taken against the Lessee by third parties.

**CANCELLATION OF CONTRACT.** The Lessor can, without prejudice to any of his rights and resources, in virtue of the contract and of the law, cancel and rescind the present contract without need of any notice if the Lessee is late in the payment of the rental or of any other amount payable in virtue of this contract or if the Lessee infringes on any one of his obligations in virtue on this contract, if a procedure is deposited by or against the Lessee in virtue of the laws of bankruptcy or if the Lessee passes a resolution in view of liquidation (of its assets). The Lessee, from such time on, shall no longer be in possession of the equipment with the consent of the Lessor. The Lessor and all persons authorized by the Lessor, shall be able to, without notice, retake possession of the and in order to do so, can enter into any premises to remove the equipment. Furthermore, the Lessee shall be held responsible for the immediate payment to the Lessor of all rentals, amounts or reimbursements, past due or payable in virtue of this contract and all damages suffered by the Lessor because of the contravention on behalf of the Lessee including all expenses made by the Lessor to have the present contract respected.

**EXPIRATION OF THE CONTRACT.** At the expiration of the contract, or upon reclamation of the contract before the term, the Lessee shall have to remit the equipment to the Lessor, at Lessor's address as mentioned on the trailer rental contract hereof, in the same condition and state as it was when the Lessee received it, except for normal usage. The Lessor and any other person authorized by the latter, shall be able to, without notice, retake possession (repossess) the equipment and for such purposes, enter into all premises to remove the said equipment. It shall be the Lessee's responsibility to prove that the equipment was remitted and the date it was returned.

**PROLONGATION OF THE CONTRACT.** If, at the expiration of the contract, the Lessee keeps the said equipment with the consent of the Lessor, the contract shall then be prolonged until such time as the equipment shall be returned to the Lessor under the same terms and conditions as the present contract. The Lessor shall be able to, after having given notice of 1 clear day (1) to the Lessee and the prolonged contract and retake repossess of the equipment and in order to do so enter into any premises to remove the said equipment, without prejudice to any of his other rights and resources in virtue of this contract and by the law.

**SUB-LEASING AND TRANSFER.** The Lessee shall not be able to sublease the said equipment in whole or in part nor transfer this contract without consent of the Lessor who can arbitrarily refuse.

**PRIVILEGES.** The Lessee shall keep the equipment free from all liens, privileges or any other encumbrances of any kind in default of which the Lessee shall be held responsible for the reimbursement to the Lessor of all amounts paid and the expenses made by the Lessor to obtain a discharge and release of any such hypothec, privilege or any other encumbrance.

**NULLITY OF THE CLAUSES.** The nullity of any one or several of the clauses of the contract shall not render null and void the other clauses of this said contract.

**RENUNCIATION OF THE LESSOR.** Any abstention or lessening of the Lessor in the exercise of his rights in virtue of this contract, or delay granted to the Lessee by Lessor shall not be able to prejudice or affect the rights of the said Lessor in virtue of this contract.

**HEADINGS.** The headings contained in this contract shall not be considered as anything other than as a reference and do not form part of this contract.

**DEPOSIT.** Any deposit given customer shall guarantee the performance of the provisions of this contract and be applied against any sum which now or hereafter may be due hereunder by reason of the loss, theft or abuse of said equipment.

**NOTICE.** All notices to the other party shall be validly given if sent by registered mail to the address of the other party mentioned on the trailer rental contract hereof and all notices so delivered will presumably be receivable the day following the date of mailing.

**WAIVER.** (a) All units that are rented from BTB Trailer Rentals are for the sole purpose of moving merchandise and/or equipment. (b) BTB Trailer Rentals prohibits the use of any of its unit rentals for the purpose of moving people or animals. (c) BTB Trailer Rentals will not be held responsible or accountable for any unit that is not used for the intended purpose described in 21 (a) and (b). (d) The Lessor is solely responsible for any and all fines, tickets and citations including but not limited to the incorrect class of license for the unit, issued to the unit and or driver while under this Lease agreement and/or the lessor care and control. (e) The Lessor is responsible for any and all damages sustained to the unit, including tire repair/replacement while under this Lease agreement and or care and control. (f) There is no coverage on dump trailer if an incident occurs while dumping.

**INITIALS** \_\_\_\_\_