

Bin Rent Services Limited

TERMS & CONDITIONS OF SERVICE

At the request of the Customer, Bin Rent Services Limited has been contracted to perform services to include, but not limited to, recovery, handling, loading, hauling, and/or disposal services. Bin Rent Services Limited performs all services in a safe and professional manner, consistent with provincial licensing requirements and regulatory statutes governing such operations. Bin Rent Services Limited warrants the supply of products and services of the highest order, using vehicles and equipment which are operated by qualified operators, adequately insured, and maintained in good working order.

Due to the size and weight of the vehicle(s) requested or required to effect service from us, and the potential for alteration, devaluation, structural, and/or cosmetic damage to this or adjacent property, Bin Rent Services Limited accepts no responsibility for loss or damages which occur as a result of the rendering of requested services using best known performance standards. The Customer agrees to indemnify and hold harmless Bin Rent Services Limited, its principals, management, and employees, for any loss or damages occurring from service vehicles, operators, or other employees to this and/or adjacent property which may be claimed by any party, to have occurred as a result of services performed within usual operational parameters. Any additional costs incurred due to actions required of Bin Rent Services Limited to recover property on any given site, including the charges for wrecker or towing service, are the responsibility of the Customer, unless Bin Rent Services Limited has been notified by the Customer of such conditions prior to the commencement of work on the site.

Bin Rent Services Limited reserves the right to charge additional fees above and beyond those that have been previously discussed, whether orally or in writing, if it is discovered that there are additional services requested or required by the Customer that were unknown to Bin Rent Services Limited before beginning the project. Should the Customer decline charges for additional services, Bin Rent Services Limited will endeavor to complete the project as discussed without performing the additional services. Containers (or bins) are not to be overloaded, either by being loaded above the sides of the container or by excessive weight. No more than 12,000 lbs are permitted for the containers. The Customer may be required to partially unload any overloaded or improperly loaded container before removal. In the event that the company receives an overweight citation and the fault lies with the customer, the offending customer will be responsible for the resulting charges.

The Customer acknowledges that it has the care, custody, and control of the equipment owned by Bin Rent Services Limited and accepts full responsibility and liability for the equipment and its contents except when it is being physically handled by employee(s), agent(s), and/or contractor(s) of Bin Rent Services Limited. Therefore, the Customer expressly agrees to indemnify and hold harmless Bin Rent Services Limited from and against any claims for loss or damage to property, or injury to or death of any person or persons, resulting from or arising in any manner out of customer use or operation of any equipment furnished under this agreement.

The Customer will be responsible for any loss incurred by the Customer for any delays, reschedules, and/or cancellations of scheduled service(s) due to adverse operational conditions and/or impediments resulting, directly or indirectly, from events and/or conditions that are beyond reasonable control of Bin Rent Services Limited. Such events may include but are not limited to inclement weather; natural disasters; acts of nature; traffic conditions; local, city, provincial, or national emergency situations; or any event that may incapacitate or render unsafe for use any vehicles and/or equipment operated by Bin Rent Services Limited.

The Customer is responsible for all costs incurred for permits and licenses required to complete this service. To place the bin on a public street or ally in front of your residence, a "Permit for Placement of Refuse Container" is needed from the City or local governing authority in the service area.

Bin Rent Services Limited may not be held liable for any preexisting conditions on the site that pose any type of hazard to human or environmental health, the value or usability of the land, or the suitability for any type of development. Examples of such conditions may include but are not limited to: oil and/or chemical spills, soil contamination, water contamination, and illegal burying and/or storing of all types of contaminants.

Bin Rent Services Limited bins are delivered for stationary, on-ground use. Any improper use is strictly at Customers' risk. This includes, but is not limited to, lifting/hoisting containers by crane lift or other equipment.

Bin Rent Services Limited has informed you that the movement or backing of any of our trucks or vehicles or movement of any of our containers onto or off your property or the property of your clients may cause damage to the property due to the weight or the movement of the trucks and/or the containers. In order to prevent this damage,

we will not set containers without your express written permission. When you specifically authorize us and request that we enter your property or the property of your clients with our vehicles and containers, you agree to release us from any liability for property damage, personal injury or any other claim or demand for relief.

By your signature on this agreement you provide us with a release from any liability for any damage done to your property or the property of your clients by entry of our vehicle or containers

Customer understands and agrees to keep the area around the container clear, and Customer will utilize its best efforts to afford truck access to the container. If Bin Rent Services Limited is unable to haul a container because access to the container is blocked or obstructed, a \$125.00 trip charge fee shall be assessed for each container that is blocked or obstructed.

The Customer agrees to make every effort to equally distribute the load/material in the bin and to level load to the top of the container only. Containers that have a significantly heavier load on one side CANNOT be picked up without the risk of the container and truck tipping over. If the container is not loaded evenly, or loaded above the top of the container it CANNOT be picked up; the Customer will be responsible for ANY damage caused to any property should the container and / or truck tip over. If Bin Rent Services Limited is not able to determine prior to picking up the container, that it has not been evenly loaded, and or level loaded the Customer will be responsible for unloading and reloading the container properly. Unless notified within 24 hrs, the Customer is also responsible for the cost of any lost driver and equipment time or "recall" service to collect or deliver the container. Recall, or non delivery service, or driver and equipment time, is billed at \$125.00 per hour with a one (1) hour minimum for driver time and equipment. Bin Rent Services Limited may be required to operate dangerous equipment on the job site, including but not limited to heavy industrial equipment and/or heavy industrial transportation equipment. Bin Rent Services Limited will make every reasonable effort to conduct its operations in a safe and responsible manner and prevent any damage or contamination of the property. However, the undersigned parties give full authorization for Bin Rent Services Limited to operate said equipment, and state that they are fully aware of the potential risks of the use of said equipment. Bin Rent Services Limited will assume responsibility for damage to the property if the damage is found to have been caused by Bin Rent Services Limited. employee(s), agent(s), and/or contractor(s) and if said party or parties is found to be negligent in the course of causing such damages.

Bin Rent Services Limited must have unlimited access to the job site at all times. Bin Rent Services Limited is not responsible for maintaining security at the job site. Bin Rent Services Limited will not be responsible for any damages or losses incurred to the property and/or assets stored on the property as a result of a criminal act, such as breaking and entering, illegal trespassing, theft, or any other criminal act.

The Customer is responsible for any damages sustained to the container while renting, including damage to hinges doors, etc. This also includes damages done by loading with bobcat or other device.

Bin Rent Services Limited takes all necessary precautions when dropping, placing and/or picking up the container; but we are not responsible for any damage done to lawn, landscaping, utility lines or driveways in the path between the road and where the container is placed.

Regardless of billing status, Visa, MasterCard, Debit, Cheque or Certified funds are the only acceptable forms of payment for services. All services are to be paid for on Net 0 terms, or Payment on Delivery, unless otherwise stated in writing by Bin Rent Services Limited. Late fees accrue from the due date on the invoice at a rate of 18% per annum, or the maximum rate allowed by law. The Customer will pay a handling fee of \$30.00 for each cheque returned unpaid from the Customer's financial institution.

Any debt unsatisfied within the stated terms may result in exercise of Right To Lien, as outlined in the Province of Alberta, in which Bin Rent Services Limited shall be entitled to a contractor's lien against the property on which or for the improvement of which, services were rendered and materials allocated. In the event the Customer fails to pay all amounts due, Bin Rent Services Limited shall be entitled to collect all reasonable costs of collection, attorney's fees, and court costs in addition to the unpaid balance or amount of contractor's lien.

The validity, interpretation, and performance of these conditions shall be construed in accordance with the laws of the Province of Alberta.