

RENTAL AGREEMENT
COOL AIR RENTALS LTD.

COOL AIR RENTALS LTD, "Cool Air", rents to the party or parties referred to on the shipping order, the "Customer", certain equipment and all included accessories, the "Equipment", and the Customer agrees to pay as rental the sum stated on the invoice. The Equipment is rented on the following terms and conditions agreed to by the Customer.

PERIOD OF RENTAL is as shown on the shipping order or invoice. Unless otherwise agreed to explicitly in advance. THE PERIOD OF RENTAL IS BASED ON DAYS OUT, NOT DAYS USED. The Rental Period will not end until the Equipment has been returned or is available for return in satisfactory condition.

RATE OF RENTAL is as shown on Cool Air's invoice or quotation or as published in Cool Air's most recently updated rental price list.

PAYMENT: All invoices for rented Equipment are due and payable in advance and upon demand. Deposit may be required. Interest will be charged on overdue accounts at 2% per month (26.82% per annum). Any dispute about an invoice must be explained in writing and delivered to Cool Air's business address within 21 days of the date of the invoice.

TRANSPORTATION: The rental price is F.O.B. the Cool Air warehouse and the Customer agrees to pay all transportation charges between Cool Air and the site of the Customer's rental unless otherwise agreed before transportation occurs.

LOCATION OF USE: The Equipment shall be kept and maintained during the term of this agreement at the location indicated on the shipping order or packing slip and the Customer agrees not to move the Equipment within the location or remove the Equipment from the location without the prior consent of Cool Air.

USE AND CARE: The Customer agrees to protect all Equipment from weather by suitable covering; to provide competent operators where required and to return the Equipment in as good condition as received, normal wear and tear excepted. Cool Air shall have access to the Equipment at all times for inspection. The Customer shall report immediately to Cool Air any malfunction or failure of the Equipment, if and when it occurs.

RETURN OF EQUIPMENT AND REPAIRS: If the Equipment becomes damaged or requires repair of any kind during the term of this agreement, the Customer hereby authorizes Cool Air to make such repairs and agrees to pay to Cool Air for any reasonable repairs, other than for standard wear and tear, at the prevailing price for the work required. THE COMPANY RESERVES THE RIGHT TO REFUSE ACCEPTANCE OF Equipment RETURNED IN DIRTY OR DAMAGED CONDITION AND TO CONTINUE RENTAL CHARGES UNTIL RETURNED IN AN ACCEPTABLE STATE, AND / OR TO LEVY CHARGES FOR RECONDITIONING Equipment IMPROPERLY MAINTAINED BY THE Customer. In case of damage so serious that it would not be practicable to repair the Equipment, the Customer agrees to pay the aforementioned valuation price to Cool Air on demand. If Cool Air shall elect, any money paid by the Customer to Cool Air may be applied first to any handling charges or repair charges or to any other charges accruing under the terms of this contract which Cool Air may have been obliged to advance or to make, prior to applying such payments upon the amounts due for rent.

VALUATION PRICE OF EQUIPMENT: The value of the Equipment is the current replacement value including procurement, parts and transportation.

COMPLIANCE WITH BY-LAWS: The Customer agrees to comply with all by-laws, statues and regulations in any way relating to the Equipment or its use and to indemnify Cool Air from any loss, costs, charges, damages, and expenses arising from the breach of, or non-compliance with, any such by-laws, statutes or regulations.

INSURANCE: THE CUSTOMER AGREES TO PROVIDE NECESSARY INSURANCE COVERAGE ON EQUIPMENT RENTED FROM COOL AIR. The risk and liability for injury or damage to the Equipment from any source or cause whatsoever shall be borne by the Customer until it is returned to Cool Air. The amount of such damage shall be paid to Cool Air 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 agrees to pay the aforementioned valuation price to Cool Air on demand.

INDEMNITY: The Customer agrees to indemnify Cool Air from all losses, costs, charges, damages, and expenses suffered by Cool Air in respect of any injury (including death) to any person (including the Customer) or damage to any property (including property of the Customer) arising out of the use of the Equipment by any person while under the care of the Customer during the term of this agreement.

COMPANY'S REPRESENTATION: The Equipment covered by this agreement is represented to be in good running order, but it is expressly understood that Cool Air 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 Cool Air does not represent to the Customer that such Equipment is suitable or will be suitable for any particular use. UNLESS OTHERWISE AGREED TO IN ADVANCE, Cool Air will not be responsible for arranging access to an appropriate water supply and/or a drain, if required, for Equipment, nor for arranging access to an appropriate electrical connection to provide power to Equipment.

CANCELLATION: If the Customer fails to pay for any installment of rent for a period of ten (10) days after the due date, or becomes bankrupt, insolvent, or violates any provision of this agreement, or if the Equipment is levied upon or becomes liable to seizure, Cool Air may, at its option, terminate this agreement without notice to the Customer. Cool Air may then also take possession of the Equipment without becoming liable for trespass and may recover all rent due hereunder and may recover full compensation for any damage to the Equipment and for all expenses incurred in retaking possession of the Equipment. In the event that Cool Air terminates this agreement pursuant to this clause, all rights of the Customer hereunder shall become null and void. In the event that Cool Air takes any legal steps to enforce the terms of this agreement, the Customer agrees to pay, in addition to the costs and disbursements provided by statute, all reasonable legal fees necessitated by such action.

VALIDITY: If any term or condition of this agreement is held to be invalid or unenforceable, the validity or enforceability of the remaining terms and conditions shall not be affected and the agreement shall be construed as if the offending term or condition had not formed a part of this agreement.

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

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 contained in this Agreement. No employee of Cool Air is authorized to alter the terms of this agreement in any way.