

EQUIPMENT RENTAL AGREEMENT

| User's Information | | Rental Period | |
|--------------------|--|-------------------|--|
| Full Name: | | Rental Date: | |
| Street Address: | | Driver's License: | |
| City: | | Email: | |
| Prov/State: | | Phone: | |

READ CAREFULLY. THESE TERMS CONTAIN LIMITS OF LIABILITY AND WAIVERS OF LEGAL RIGHTS AGAINST THE COMPANY

1. **TERM OF AGREEMENT:** The Handle Bar Enterprises Inc. ("**Company**") will provide the equipment ("**Equipment**") to the User on these terms (collectively "**Agreement**").
2. **PHYSICAL CONDITION OF EQUIPMENT:** The User acknowledges that the Equipment is in good condition except for any defect noted to the Company at the time of taking possession of the Equipment.
3. **TITLE:** The User agrees that the Company shall retain all right to ownership and title to the Equipment.
4. **USE OF THE EQUIPMENT:** The User acknowledges and agrees that:
 - (a) It has been informed of all recommended safety and protective equipment to be used during operation of the Equipment;
 - (b) the Equipment will not be used in unsafe areas, including steep slopes, unstable ground, water bodies and roadways;
 - (c) the Equipment must only be used for the purpose for which it is intended, and in accordance with applicable laws.
5. **RESPONSIBILITY FOR USE:** The User is responsible for the use of the Equipment, including the use by any other person. The User is responsible for all risks inherent in the operation and use of the Equipment and shall indemnify and hold the Company harmless from any and all claims, suits, liabilities, expenses, costs and damages arising or occurring for property damage or bodily injury (including death) resulting from the condition, operation, or possession of the Equipment.
6. **RESPONSIBILITY FOR THE EQUIPMENT:** The User is responsible for the Equipment from the time it is rented until the time it is returned. If the Equipment is lost, stolen or damaged under any circumstances while rented, regardless of fault, the User shall be responsible for all cost to replace or repair the Equipment including damages for lost use of the Equipment.
7. **DISCLAIMER:** The Company disclaims any representations or warranties of any kind, express or implied, whatsoever in respect of the Equipment, including, without limitation, those of merchantability, fitness for a particular purpose or performance, including those arising by law, under statute, in trade, by course of dealing or otherwise.
8. **USER RESPONSIBILITY:** The User acknowledges and agrees that:
 - (a) It is not under the influence of drugs, alcohol, or any medical condition that could effects is safe use of the Equipment;
 - (b) It has all licenses or permits required to operate the Equipment in a safe manner;
 - (c) If the Equipment is mechanized, that it understands that there is an elevated risk arising from the use of mechanized Equipment, including higher speeds, reduced agility, longer braking distances and the risk of heat, fire and burns.
9. **EQUIPMENT FAILURE AND REPAIR:** The User must immediately discontinue the use of the Equipment should it at any time become unsafe or in a state of disrepair.
10. **RETURN OF EQUIPMENT:** The User acknowledges that the failure to return the Equipment within the contracted time and the sale or concealment of the equipment is prohibited and that such action may constitute a crime. In this event, The Company, in addition to any action it may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to potential prosecution. You acknowledge that The Company is entitled to take any or all of the actions specified in this Agreement. If the Equipment is not returned clean, a cleaning charge will apply.
11. **CHARGES TO CREDIT CARDS:** If the User has paid the rental or any other amounts by way of credit card charge or if it has provided the Company with a credit card number or imprint upon entering into this Agreement, then the User agrees that the Company is authorized and instructed to charge any amounts incurred due to the acts or omissions of the User, including for late return, damage, loss, cleaning or repair of the Equipment.
12. **ATTORN:** This Agreement will be governed by the laws of Saskatchewan, and federal laws applicable in Saskatchewan.
13. **LIABILITY LIMIT:** The Company's liability under this Agreement, for property damage, bodily injury, death or loss of future earnings, whether the action is in contract, tort (including negligence) or statutory liability, shall not exceed the greater of the amount paid by the User under this Agreement or the amount of insurance coverage available to the Company.

Per: _____

[User's Signature]

Per: _____

[Company's Signature]