

Date: 11/27/24 **Time:** 17:18



Invoice #... 77806559-0000

To: KATHY CHOOSE ADMIN OPTION

CHRISTINA.LEHMAN@SUNBELTRENTALS.COM

Company: Consult mechanical inc.

Message:

From: CHRISTINA LEHMAN P

Location: EASTERN CANADA SUPPORT OFFICE

Phone: 604-294-5438

Fax #:



PC#: 7024 284 UNWIN AVE TORONTO, ON M5A 1A3 416-406-0111

Job Site:

CONSULT MECHANICAL INC. 405 EASTERN AVE TORONTO, ON M4M 1B7

C#: 905-738-1400 J#: 905-738-1400

Customer: 7119491

CONSULT MECHANICAL INC.

54 AUDIA CT

CONCORD, ON L4K 3N4

SUNBELT RENTALS OF CANADA INC.

PO BOX 99257, STATION TERMINAL VANCOUVER, BC V6B 0N5

GST/HST# R102235256 QST# 1225401400

SALES QUOTE

Invoice #... 77806559-0000

System date. 11/27/24

Quote date.. 1/26/25 AM

Job Loc.... MEWP TRAINING ON DEC 3, 2024

Job No..... 14- CONSULT MECHANIC

P.O. #..... TBD

Ordered By., REID, GREG

NET 30

Qty Unit Price Item number Amount 6 MEWP BOOM 3B/SCISSOR 3A OP CERT EA195.000 1170.00 GT-BOOMSCISSOR-ILT-EN-CND 77140 6 people trained on MEWP at customer jobsite on Dec 3, 2024 SHIP TO: CONSULT MECHANICAL INC. 405 EASTERN AVE TORONTO, ON M4M 1B7 1170.00 Sub-total: HST: 152.10 Total: 1322.10 All amounts are in CAD

COPY

IF THE EQUIPMENT DOES NOT WORK

AU LES HEURES SUPPL. PEUVENT S'APPLIQUER

CUSTOMER IS RESPONSIBLE FOR RAVITALLEMENTS, DOMMAGES ET

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- 2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- 3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- 4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.

MULTIPLE SHIFTS OF

- 5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- damages as a result of misuse or use of damaged or maffunctioning Equipment.

 Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental
- Fee in Section 16, which can also be found at www.sunbettrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbettrentals.com/surcharge.

 Customer must contact Sunbelt to request pickup of Equipment, retain the Pick Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- 8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- 9. At the election of Suribelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature Date Name Printed Delivered By Date

- "Authorized Individuals" are those individuals that Customer directly or Indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the province, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer' is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on work pehalf"
- e)
- your behalf.

 Environmental Services Charge' is the charge described in Section 17.

 Equipment' is the equipment and services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented.

 Incident' is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person of entity that appears to have occurred in connection with the Equipment.

 Pages on of entity that appears to have occurred in connection with the Equipment or is unable to recover it for a period of 30 days.

 FAM' is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses.

- FROY is the Equipment is alm marker value of or about in date of the inclosed releasing to the Equipment, plus any administrative test and expenses.

 and expenses are not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 200% of the rontal charge on Equipment with hour meters.

 150% and triple shift will be 200% of the rontal charge on Equipment with hour meters.

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- "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents.
 "Telematics Data" is data collected within the Equipment or via software relating to the Equipment, its performance, location, or
- operators.

 "Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.
- "Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

 TERMS. Customer's execution of this Contract of taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Surbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment of this Contract, which is a true lease. The Equipment of an shall remain the personal property of Surbelt and (t) shall not be affixed to any other property. Customer shall not piece or encumber the Equipment in any manner. The personal property of Surbelt and (t) shall not be affixed to any other property. Customer shall not piece or encumber the Equipment in any manner. The personal property of Surbelt and (t) shall not be affixed to any other property. Customer shall not piece or encumber the Equipment in any manner. The personal property of Surbelt and (t) shall not be affixed to any other property. Customer shall not plead on the shall represent the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment shall inspect the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the Sile Address without requirement of written receipt): (e) Customer as access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the Sile Address without requirement of written receipt): (e) Customer shall immediatelystop use and notify Surbelt if the Equipment at the Sile Address without requirement of written receipt): (e) Customer shall private the Equipment (a) Surbelt if the Equipment is the Sile Address surbelt if a large shall information

- responsible for repairs fleeband because of United and the Control Service commitment, if Customer breaches this Contract, Sumbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent aliques to pay control that have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent aliques to pay control that the Customer or its agent aliques to pay control that the Customer or its agent aliques to pay control that the Customer or its agent surface. The Customer that the Customer that the Customer than the Customer tha
- ACCORDANCE WITH THE DOCTRINE OF STRICT OR SECTION TO A STATE OF COMPENSATION ON TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and stranged to the company of the property of

- RENTAL RATES. The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Bental Period may change) and other information conveyed by Customer to Sunbelt: and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4-week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licences, present and future taxes, (including 057; HST and provincial sales taxes and levices), and any other governited charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use: (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein: (iv) a cleaning fee if required; (iv) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, memperary mobilization or store opening; (iv) flue used during the Rentire flord and for refueling Equipment as described below; (ivi) flines for use of dyed diesel fuel in on-road Equipment: and (viii) an Emvironmental Services Charge (see www.sumbeltentals.com/eurorimmentals). The convenience charge for off road diesel fluel does not include governmental motor fuel taxes or charges. Suitable collects those fees as revenue and uses them at the MAMEMENT of the most of the contraction of the MAMEMENT of the contraction of the MAMEMENT of the confidence of the MAMEMENT of the contraction of the MAMEMENT of the confidence of the MAMEMENT of the contraction of the materials and all other times and services from an of the MAMEMENT of the contraction of the MAMEMENT of the confidence of the MAMEMENT of the contraction of the materials and all other thems and
- at its discretion.

 PAYMENT. Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Surbett approves Customer's execute. PAMENT. Customer shall pay for the rental of Equipment, asle of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full in advance at the time of rental, unless Sumbel approves Sumbel as Contract and all other amounts due, without any offsets, in full in advance at the time of rental, unless Sumbel approves Sumbel as Contract and all other amounts due to the contract of the properties of the contract of the c
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- Rental Period.

 PURCHASES. If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an 'AS IS, WHERE IS' basis, with all faults and without any warranties (other than manufacturer warranties) (all any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item, Sunbelt retains tills to the until Customer has paid in full.

 DEFAULT. Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry or business, or has its assets selzed by any creditor; (d) falls to insure the Equipment as required, or a residual or carry or business, or has its assets selzed by any creditor; (d) falls to insure the Equipment and the carry of business, or has its assets selzed by any creditor; (d) falls to insure the Equipment and the carry of the carry o

- the Pay on Return Option: however, these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail asie of fuel.

 LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY CONDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIS OPARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGIENCE OR THAT ARISES AS A RESOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER MODER THIS CONTRACT.

 JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT.

 CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTERTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

 ARBITRATION AGREEMENT & CLASS ACTION WAIVER, AT THE ELECTION OF CUSTOMER OR SUMBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT.

 ARBITRATION AGREEMENT & CLASS ACTION WAIVER, AT THE ELECTION OF CUSTOMER OR SUMBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT.

 CAPACITY, ADMINISTERED BY THE ADR INSTITUTE OF CANADA PURSUANT TO ITS NATIONAL ARBITRATION RULES. JUDGEMENT ON THE AWARD RENDERED BY THE ADRIFF MATORICS, MAY BE ENTERED IN ANY COURT HAVID SURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

- JUDGEMENT ON THE AWARD RENDERED BY THE ABRINATION (S) MAY BE ENTERED IN ANY COURT HANG JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAMS TO BE ANTERIOR. THERE ON A CLASS ACTION BEACH STATES. THE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAMS TO BE ARRITRATED OR TIED ON A CLASS ACTION BEACH STATES. THE AUTHORITY FOR ANY CLAMS TO BE ARRITRATED OR TIED ON A CLASS ACTION BEACH STATES. THE AUTHORITY FOR ANY CLAMS TO BE ARRITRATED OR TIED ON A CLASS ACTION BEACH STATES. THE AUTHORITY FOR ANY CLAMS TO BE ARRITRATED OR TIED ON A CLASS ACTION BEACH STATES. THE AUTHORITY FOR ANY CLAMS TO BE ARRIVED AND A CLASS ACTION BEACH STATES. THE AUTHORITY FOR ANY CLASS ACTION BEACH STATES. THE AUTHORITY FOR A CLASS ACTION BEACH STATES. AND A CLASS ACTION BEACH STATES. AND