

Nerd Station Inc. Rental Agreement

This Rental Policy and Contract (the "Agreement") is effective as of the _____ day of _____, _____ by and between Nerd Station Inc., an Ontario corporation with its principal place of business at 87 Northline Rd, ON, M4B 3E9 , and

_____,
with its principal place of business located at

("Lessee").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. LESSEE'S OBLIGATIONS: CONDITIONS OF EQUIPMENT LOSS OR DAMAGE.

The Lessee agrees to keep the equipment, as identified in the estimate provided to Lessee or as provided from time to time to Lessee pursuant to the terms of this Agreement, in good working condition. When equipment is returned to Nerd Station Inc., it should be returned in the same condition as when rented. The Lessee assumes full responsibility and any legal liability when in possession of the equipment. If the Lessee does incur liability and Nerd Station Inc. suffers a loss; the Lessee will reimburse Nerd Station Inc. for all

costs connected with the claim. The Lessee uses the equipment at his sole risk. Any equipment damaged as a result of the Lessee's use is Lessee's responsibility. Lessee shall be responsible for the cost to replace same item or closest comparable model at current retail price without deduction for depreciation. In addition to the foregoing, the Lessee agrees to pay Nerd Station Inc., a sum equal to the rental rate herein charged for the loss of use during the time that Nerd Station Inc. is deprived of the equipment, computed to the date of restoration, whether or not the equipment is replaced or repaired. The acceptance of the return of the rental equipment is not a waiver by Nerd Station Inc. of any claim that it may have against Lessee.

2. INSURANCE. Lessee must prove insurance prior to rental. Lessee can do this by providing a certificate of insurance or by posting a bond equal to the replacement value of the equipment . The Lessee shall name Nerd Station Inc. as an additional insured loss payee on Lessee's liability and property insurance. The equipment should be covered by the Lessee's insurance from the time it leaves the property of Nerd Station Inc. to the time when it returns to Nerd Station Inc. Any damage to the equipment shall be covered wholly by Lessee and any damages to the equipment shall be the sole responsibility of Lessee.

3. LOCATION OF EQUIPMENT. Equipment rented may not be taken outside of the Canada without the express written consent of Nerd Station Inc. Lessee shall notify Nerd Station Inc. of the location of the equipment upon request.

4. RIGHT TO INSPECT. Nerd Station Inc. and / or any of its agents

may enter the Lessee's premises at any reasonable time to inspect the condition of the equipment , including the media which may or may not be used for recording purposes.

5. RIGHT TO REPOSSESS EQUIPMENT. Nerd Station Inc. may repossess the equipment should any of the following occur: (A) Failure by Lessee to adhere to the terms of this Agreement; (B) Failure by Lessee to pay rent on time; (C) Commencement of any legal action against Lessee that may affect Lessee's ability to perform its obligations under this Agreement or may jeopardize Nerd Station Inc.'s title to the equipment; (D) Commencement of bankruptcy proceeding against or by Lessee; (E) Entry of judgment against Lessee; or (F) Nerd Station Inc.'s belief that Lessee cannot perform its obligations under this Agreement. Upon the occurrence of any of the foregoing, Nerd Station Inc. may enter upon Lessee's premises to collect the equipment. No prior notice is required for repossession. Nerd Station Inc.'s costs, including reasonable attorney's fees, incurred in enforcing the terms of this Agreement, are the responsibility of Lessee and shall be treated as additional rent hereunder due within ten (10) days of Lessee receiving an invoice therefor.

6. SUBLEASING EQUIPMENT. Subleasing of the equipment is permissible only with Nerd Station Inc.'s express written consent.

7. OWNERSHIP OF EQUIPMENT. Lessee agrees not to deface, destroy or remove any marks or tags denoting Nerd Station Inc.'s ownership of the equipment. Title to the equipment remains with Nerd Station Inc.

8. CANCELLATION NOTICE. Nerd Station Inc. maintains the right to cancel this contract within (24) hours of its making. If Nerd Station Inc. equipment is on “hold”, they are automatically “booked” within 24 hours of the call time. Any time that Lessee calls and “books” an operator or equipment, Lessee is responsible for 100% of the equipment rental because Nerd Station Inc. turned down other work to satisfy Lessee’s order.

9. SECURITY AGREEMENT. This contract is subject to the security interest of any Nerd Station Inc. creditor.

10. TAXES. Lessee is subject to all federal, provincial and local taxes, which may be imposed on the equipment.

11. ABSENCE OF WARRANTIES. NERD STATION INC. MAKES NO WARRANTIES EXPRESS OR IMPLIED TO THE FITNESS, MERCHANTABILITY, DESIGN PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT, ITS MATERIAL OR ITS WORKMANSHIP. THE EQUIPMENT IS RENTED IN “AS IS” CONDITION. IN NO EVENT SHALL NERD STATION INC. BE LIABLE TO LESSEE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE, EVEN IF LESSEE SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF NERD STATION INC. AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. Any claims the Lessee has regarding the equipment’s fitness or performance shall be lodged

against Nerd Station Inc.'s suppliers.

12. **ASSIGNMENT OF RIGHTS.** Nerd Station Inc. may assign this contract and the rents due hereunder.

13. **BILLING.** All bills are payable upon receipt. Interest is accrued at a rate of one and one half percent (1.5%) per month for every (30) days the bill is overdue.

14. **ENFORCEMENT OF PROVISIONS.** Should any of the provisions of this Agreement be determined to be invalid, the remaining provisions shall remain in full force and effect. The invalid provisions of the contract are deemed stricken.

15. **CHOICE OF LAW/FORUM SELECTION .** The laws of the Province of Ontario shall govern this Agreement. Each party irrevocably consents to the exclusive jurisdiction of any provincial or federal court for or within the Municipality of Toronto, Ontario over any action or proceeding arising out of or related to this Agreement, and waives any objection to venue or inconvenience of the forum in any such court.

16. **LESSEES EQUIPMENT.** Lessee is responsible for all equipment, which may be stored or transported by Nerd Station Inc. for Lessee's ultimate use.

17. **INTEGRATION CLAUSE.** This Agreement represents the entire and complete understanding of the parties. This Agreement can only be modified in writing, signed by both parties.

18. **PARKING.** Lessee is responsible for vehicle theft and damage when any Nerd Station Inc. vehicle is used on a job for Lessee.

23. **COUNTERPARTS.** This Agreement may be executed in multiple

counterparts, all of which, taken together, shall constitute one and the same instrument.

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N WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COMPANY (Lessee)

NERD STATION INC

(signature)

(signature)

BY:

BY:

(name)

(name)

Its

Its

(title/role)

(title/role)