

Boneyard Oilfield Industrial Storage, R.R.2, Lacombe Alberta T4L 2N2 (403) 597-5369
LEASE, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

WARNING: The storage facility lacks 24 hour on site security and this lack of security may cause loss. Each person storing oilfield equipment or industrial equipment (herein individually or collectively referred to as the "Chattels") has the responsibility to assess the safety and security aspects of the facility and agrees to assume all risk of storing the Chattels and using the storage facility, and agrees to give up their legal rights to bring or commence legal proceedings for any injuries, losses or damages whatsoever related to or occurring as a result of storing the Chattels at the storage facility.

CUSTOMER'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

DESCRIPTION OF CHATTELS: See Schedule "A"

RENTAL PERIOD: Commencing at noon on the ____ day of _____, 20__ to and including noon on the ____ day of _____, 20__ / or commencing at noon on the ____ day of _____, 20__ on a month to month basis

RENTAL PRICE \$ _____ per acre payable in advance commencing on the date of this agreement and thereafter on the same date in each month until this agreement is terminated.

IN CONSIDERATION of being provided with storage facility for the above described Chattels and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Customer for itself, successors and assigns, acknowledges, agrees and represents that he/she/it will, prior to storing their Chattels in the storage facility, inspect the storage facility and further warrants that his/her/its storage of the Chattels constitutes an acknowledgment that he/she/it has inspected the storage facility and that he/she/it finds and accepts the same as being safe and reasonably suited for the purposes of his/her/its use.

THE CUSTOMER HEREBY RELEASES, WAIVES AND DISCHARGES THE OWNER, OWNER'S EMPLOYEES, INSURERS, FAMILY MEMBERS, REPRESENTATIVES, AGENTS AND OFFICERS, and each of them, and anyone for whom any of the foregoing may be vicariously liable (all of the foregoing are hereinafter referred to as "Releasees" from all liability to the CUSTOMER, HIS/HER PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS and NEXT OF KIN for any and all claims, demands, losses or damages on account of any injury, including but not limited to or damage to the Chattel, caused or alleged to be caused in whole or in part by the negligence or gross negligence of the Releasees or otherwise while the CUSTOMER stores the Chattels, and he/she covenants not to bring legal proceedings against the Releasees for any reason whatsoever.

FURTHER:

1. The CUSTOMER fully understand and acknowledges:
 - (1) There are risks and dangers associated with storage of Chattels at the storage facility.
 - (2) These risks and dangers may be caused by the action, inaction or negligence of the CUSTOMER, or the action, inaction or negligence of others, including, but not limited to, the Releasees.
 - (3) There may be other risks not known to the Releasees and the CUSTOMER which are not reasonably foreseeable at this time.
 - (4) The CUSTOMER is solely responsible for maintaining adequate and proper insurance on the Chattels.
 - (5) Immediately prior to the Owner receiving the Chattels, the CUSTOMER will thoroughly pressure wash all Chattels and the owner may refuse to store any Chattels that does not meet the standards of the Owner for cleanliness.
 - (6) Loading and unloading the Chattels is solely the responsibility and at the risk of the Customer.
 - (7) The Owner may move Chattels within the storage facility without first obtaining the approval of the Customer.
2. The CUSTOMER accepts and assumes such risks and responsibility for the losses and/or damages following and related to or arising from storage of Chattels in the storage facility and any other losses or damages including claims by the undersigned for damages to their Chattels, however caused and whether caused in whole or in part by the negligence or gross negligence of the Releasees.
3. THE CUSTOMER AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or legal costs (including legal costs on a solicitor and his own client full indemnity basis) that may result due to the CUSTOMER storing their Chattels in the storage facility, including damage to the storage yard, whether caused by the negligence or gross negligence of the Releasees or otherwise. The CUSTOMER shall repair the storage yard within one day notice to the CUSTOMER.
4. THE CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the Chattels due to the negligence or gross negligence of the Releasees, or otherwise, while the Chattels are stored at the storage facility.
5. In this lease:
 - (a) "pollutant" means any substance, class of substances, mixture of substances, form of energy or combination thereof that is capable of entering the environment in a quantity or concentration or under conditions that may cause an immediate or long term adverse effect, and includes anything defined as a hazardous substance, hazardous waste, toxic substance, dangerous goods, hazardous chemical, contaminant, or agricultural chemical under any federal, provincial or municipal laws or by-laws now or hereafter in force;
 - (b) "release" includes the noun or verb form of spill, discharge, spray, inject, abandon, deposit, leak, seep, pour, emit, empty, throw, dump, place, exhaust and words of like or similar meaning.

The CUSTOMER will not allow any pollutant to be placed, handled, stored or disposed of on, under or at the Land without the prior written consent of the Landlord, which consent may be arbitrarily or unreasonably withheld. To the extent that any pollutant is placed, handled, stored or disposed of on, under or at the Land the CUSTOMER agrees to defend, indemnify, and hold the Landlord harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, legal costs as between a solicitor and own client on a full indemnity basis, including those arising by reason of any of the aforesaid or an action under this indemnity) arising directly or indirectly from, out of or by reason of any release, environmental complaint, or any environmental health, fire, safety, and land use law governing the CUSTOMER, its operations or the Land. The Customer hereby indemnifies and hold harmless the owner from all costs and expenses of the Customer breaching this provision.

6. The Owner may terminate this lease either by taking possession of the Chattels without notice or by notice to the Lessee, at the Owner's option, if:
 - a) the Customer shall become insolvent or bankrupt or make an assignment for the benefit of creditors;

- b) the Customer fails to make any payment of the Rental Price or repair costs at the said times as herein provided; or
- c) the Chattels are seized or distress is levied against any of the Chattels.

7. The CUSTOMER authorizes and consents to the Owner conducting credit checks and references on the CUSTOMER.

8. On termination of the lease, the owner may sell the Chattels in accordance with the Warehousemen's Lien Act, R.S.A. 2000, Chapter W-2 or the Possessory Liens Act R.S.A. 2000, Chapter P-19.

THE UNDERSIGNED expressly acknowledges and agrees that the foregoing Lease, Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE WAIVER, RELEASE, AND INDEMNITY AGREEMENT, AND THEY UNDERSTAND THAT THEY EACH GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND THEY EACH SIGN IT VOLUNTARILY WITHOUT INDUCEMENTS.

SIGNED AT _____, Alberta this ____ day of _____, 20__.

WITNESS

CUSTOMER

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CUSTOMER

 Trevor Fair
 Operating as Boneyard Oilfield Industrial Storage

SCHEDULE "A"
 Description of Oilfield Equipment or Industrial Equipment