

RENTAL CONTRACT

CUSTOMER:

PARTICIPANT(S):

RENTAL PRODUCT:

FEES:

DEPOSIT:

CUSTOMER PICK UP AND RETURN:

PICK UP DATE, TIME AND LOCATION:

RETURN DATE, TIME AND LOCATION:

COMPANY DELIVERY AND PICK UP:

DELIVERY DATE, TIME AND LOCATION (“DTL”):

COMPANY PICK UP DATE, TIME AND LOCATION (“CPDTL”):

Terms of the Agreement

1. Definitions and Interpretations

Unless otherwise indicated, the following capitalized terms throughout the Agreement have the meaning indicated below:

- 1.1. “Agreement” means this agreement;
- 1.2. “Company” means **Riot Powersport Rentals Inc.**
- 1.3. “CPDTL” – means the Company pick up date, time and location.
- 1.4. “Customer” means the Customer as referred to above.
- 1.5. “Deposit” means the Deposit as referred to above.
- 1.6. “DTL” means the delivery date, time and location as set out above.
- 1.7. “Fees” means the Fees as set out above.
- 1.8. “Participant(s)” means the other individuals who will use the Rental Product.
- 1.9. “Parties” means collectively the Customer and the Company, and each is a “Party” to this Agreement.
- 1.10. “Pick Up Date, Time and Location” means the date, time and location, as set out above, at which the Customer can pick up the Rental Product from the Company.
- 1.11. “Rental Product” means the product or products being rented to the Customer by the Company as set out above.
- 1.12. “Return Date, Time and Location” means the date, time and location, as set out above, at which the Customer must return the Rental Product to the Company.

RIOT POWERSPORT RENTALS INC.

1.13. “Term” means the term of this Agreement which:

1.13.1 Begins at the earlier of (1) the Customer entering into this Agreement or (2) the Customer picking up the Rental Product from the Company; and

1.13.2 Ends 72 (seventy-two) hours after the Rental Product is returned to, or picked up by the Company.

2. The Services

2.1. The service (the “Service”) provided by the Company to the Customer is the renting by the Company to the Customer of the Rental Product subject to the terms and conditions of this Agreement.

3. Fees

3.1. The Fees for the Services shall be as set out above. The Customer agrees to pay to the Company all Fees and all applicable taxes prior to renting the Rental Product. The Customer agrees to pay to the Company interest on any overdue amounts at the rate of **[35%]** per annum. In addition to the Fees, the Customer further agrees to pay to the Company all costs of collection (including reasonable legal fees and expenses). If the Customer fails to comply with any of the terms of payment for Fees or this paragraph, the Company may, in addition to any other right available to it, suspend performance of all or any part of the Services being provided by the Company to the Customer.

4. Participant(s)

4.1. The Customer agrees that the only other individuals who may use or operate the Rental Product shall be the Participant(s) and that each of the Participant(s) shall complete, and submit to the Company, a liability waiver (the “Waiver”) in a form required by the Company. In addition, no Participant(s) who are under the age of twenty-five years shall operate the Rental Product. For greater certainty the Customer will only allow Participant(s) who (1) have completed and submitted to the Company the Waiver and (2) who are at least twenty-five years of age, to use and or operate the Rental Product.

4.2. Participant(s) who are under the age of twenty-five years may ride as passengers on the Rental Product provided that (1) a Waiver for them has been completed and sent to the Company and (2) that they wear appropriate safety equipment.

RIOT POWERSPORT RENTALS INC.

5. Pick Up and Drop Off of the Rental Product:

- 5.1. If as indicated above the Customer is responsible for picking up and dropping off the Rental Product then the following applies:
 - 5.1.1. The Customer shall pick up the Rental Product at the time and location specified in the Pick Up Date, Time and Location.
 - 5.1.2. The Customer shall return all Rental Product at the location specified in the Return Date, Time and Location.
 - 5.1.3. The Customer shall return all Rental Product to the Company on or before the time and date specified in the Return Date, Time and Location. If any Rental Product is not returned to the Company on or before the time and date specified in the Return Date, Time and Location, then the Customer agrees to pay, for each day that the Rental Product is returned after the time and date specified in the Return Date, Time and Location, a late payment fee equal to one half of the Fees incurred in renting the Rental Product (for example if the Rental Product is returned three days after the date and time specified in the Return Date, Time and Location then the Customer shall pay to the Company a late payment fee equal to 150% of the Fees plus HST). If the Customer does not return the Rental Product within five (5) days of the date and time specified in the Return Date, Time and Location then the Customer agrees to purchase the Rental Product from the Company at the replacement cost ("Replacement Cost") which refers to the Company's current cost of replacing the Rental Product with a similar brand new Rental Product. The Customer may retain the Rental Product upon full payment to the Company of the Replacement Cost. The amount of the Replacement Cost is due by the Customer to the Company within ten days of the end of the Term.
- 5.2. If as indicated above the Company is responsible for delivery of the Rental Product to the Customer and of picking up the Rental Product from the Customer, then the following applies:
 - 5.2.1. The Company shall deliver the Rental Product to the Customer at the DTL and the Customer shall be available to take delivery of the Rental Product at the DTL. If the Customer is not available to take delivery of the Rental Product at the DTL then the Customer agrees to pay the Fees as if the Rental Product was delivered to the Customer and the Customer shall contact the Company to make its own arrangements to pick up the Rental Product.
 - 5.2.2. The Company shall pick up the Rental Product from the Customer at the CPDTL.
 - 5.2.3. If as a result of the fault of the Customer the Company is not able to pick up the Rental Product from the Customer at the CPDTL then:
 - 5.2.3.1. The Customer is responsible for immediately contacting the Company and for returning the Rental Product to the Company.
 - 5.2.3.2. The Customer agrees to pay to the Company for each day that the Rental Product is returned after the date and time specified in the CPDTL a late payment fee equal to one half of Fees incurred in renting the Rental Product (for example if the Rental Product is returned three days after the date and time specified in the CPDTL then the Customer shall pay to the Company a late payment fee equal

RIOT POWERSPORT RENTALS INC.

to 150% of the Fees plus HST). If the Customer does not return the Rental Product within five (5) days of the date and time specified in the CPDTL then the Customer agrees to purchase the Rental Product from the Company at the replacement cost ("Replacement Cost") which refers to the Company's current cost of replacing the Rental Product with a similar brand new Rental Product.

The Customer may retain the Rental Product upon full payment to the Company of the Replacement Cost. The amount of the Replacement Cost is due by the Customer to the Company within ten days of the end of the Term.

6. Rental Product

- 6.1. The Customer agrees that it will be responsible for the repair and replacement of all Rental Product damaged during the Term of this Agreement (at the Replacement Cost of the Rental Product), ordinary wear and tear excepted.
- 6.2. The Parties agree that subject to the Customer purchasing a Rental Product for its Replacement Cost pursuant to this Agreement, all Rental Products provided to the Customer under this Agreement are and shall always remain the property of the Company and title thereto shall remain with the Company.
- 6.3. The Customer shall be solely responsible for the operation and use of the Rental Product during the Term of this Agreement.
- 6.4. The Customer shall inspect all Rental Product before use to verify that they are appropriate for their intended use, undamaged and properly operating. The Customer shall use and maintain all Rental Products in a careful, safe and lawful manner. The Customer shall not expose any Rental Products to any contaminants or hazardous materials as defined under the laws and regulations of Canada or the Province of Ontario.
- 6.5. The Customer shall not modify any Rental Product and shall return the Rental Product to the Company in the same condition that it obtained the Rental Product from the Company.
- 6.6. In the event that the Rental Product is damaged, the Customer shall:
 - 6.6.1. notify the Company immediately of the damage to the Rental Product;
 - 6.6.2. immediately cease operating the Rental Product;
 - 6.6.3. not operate the Rental Product; and
 - 6.6.4. return the Rental Product to the Company.
- 6.7. The Customer acknowledges that the Customer has been advised to wear approved personal safety equipment including but not limited to a helmet, when the Customer operates and/or uses the Rental Product. The Customer agrees that at all times he or she will wear approved personal safety equipment including but not limited to a helmet at all times when the Customer is operating and/or using the Rental Product.
- 6.8. The Customer acknowledges that the Customer had the opportunity to ask the Company questions about the operation and/or use of the Rental Product both prior to entering into this Agreement and during the Term of this Agreement.

RIOT POWERSPORT RENTALS INC.

7. Deposit

- 7.1. The Customer agrees to provide a Deposit to the Company as outlined above. In the event that the Customer owes any payments, Fees or monies to the Company pursuant to the terms of this Agreement or otherwise under law, this amount shall be deducted from the Deposit and kept by the Company. The Company shall return the Deposit, or the amount of the Deposit remaining, if any, to the Customer upon the completion of the Term of this Agreement and the inspection by the Company of the returned Rental Product. The Company shall inspect the returned Rental Product within 48 hours of the Rental Product being either picked up by the Company from the Customer or returned by the Customer to the Company.
- 7.2. The Customer agrees and acknowledges that the amount of the Deposit may not cover the amount owing by the Customer to the Company under the terms of this Agreement. In particular, the Customer acknowledges that the cost of the repair and/or replacement of the Rental Product may be greater than the amount of the Deposit.

8. Rules and Regulations

- 8.1. At all times during the Term of this Agreement the Customer agrees to follow the Rules and Regulations attached as Schedule "A". Failure by the Customer to follow any of the Rules and Regulations is a direct breach of the terms of this Agreement.

9. Warranties and Limitation of Liability

- 9.1. The Customer is solely responsible for the use and operation of the Rental Product. The Customer will hold, save and indemnify, the Company harmless for any and all actions, causes of action, claims or costs resulting from the Customer's and the Participant(s)' use and operation of the Rental Product. The Customer assumes, and is solely responsible for, all risks associated with the use and operation of the Rental Product.
- 9.2. Except for the Participant(s), the Customer shall not allow anyone else to use or operate the Rental Product. The Customer agrees that at all times during the Term of this Agreement the Customer is fully responsible for the Rental Product and its use and operation.
- 9.3. The Customer shall defend, fully indemnify and hold harmless the Company and its directors, officers, employees, contractors (including the contractors and their employees who supply the Rental Product directly to the Customer), agents, from and against any and all claims, demands, suits, actions, causes of action or liability of any kind whatsoever for damages, losses, costs or expenses (including legal fees and disbursements) arising out of or relating to;
 - 9.3.1. The use, operation and transportation of the Rental Product by the Customer, the Participant(s) and/or anyone else;
 - 9.3.2. The Customer's breach of any of the terms of this Agreement;
 - 9.3.3. Any injury to the Customer or his or her property, employees, agents, invitees, affiliates, licenses or any other third party including the Participant(s) resulting from the Customer's and/or third party's use, misuse or transportation of the Rental Product or any other negligent or intentional act or omission or act of any kind of the Customer, its employees, agents, invitees, affiliates, licensees or any other third party;

RIOT POWERSPORT RENTALS INC.

- 9.3.4. Any costs incurred by the Company, or claims of any third party arising from the Customer's use, operation, and transportation of the Rental Product; and
- 9.3.5. The Customer's failure to inspect the Rental Product prior to its use.
- 9.4. The Customer agrees that the Company shall not defend, indemnify and hold the Customer harmless from any claims, losses, expenses or actions arising from any injury to the Customer or its property, employees, agents, invitees, affiliates, licenses or any other third party including the Participant(s), resulting from the Customer's use, misuse, operation or transportation of the Rental Product or any other negligent or intentional act or omission of the Customer or its employees, agents, invitees, affiliates or licenses.
- 9.5. THE COMPANY'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT SUCH WARRANTIES ARE EXPRESSLY PROVIDED IN THIS AGREEMENT.
- 9.6. IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR AFFILIATES BE LIABLE FOR ANY CLAIM FOR: (A) PUNITIVE, EXEMPLARY, OR AGGRAVATED DAMAGES; (B) DAMAGES FOR LOSS OF PROFITS OR REVENUE OR FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS; OR (C) INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED IN THIS AGREEMENT WOULD BE HIGHER.
- 9.7. The Customer agrees and acknowledges that the Company makes no warranty of any kind, nature or description, express or implied, as to the quality and manufacture, safety, driveability or fitness for any particular purpose of any Rental Product covered by this Agreement. The undersigned accepts any and all Rental Product from the Company in its "as is" condition with all faults.

10. General Clauses

- 10.1. **Entire Agreement Clause** – This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof, and supersedes all other agreements, oral or written, made between the Parties with respect to such subject matter. Except as provided herein, this Agreement may not be amended or modified in any way except by a written instrument signed by both Parties.
- 10.2. **Interpretation** – The headings, article, section and paragraph numbers appearing in this Agreement are inserted for convenience of reference only and will not in any way affect the construction or interpretation of this Agreement. The words "hereof", "herein", "hereunder" and similar expressions used in any article, section, subsection or paragraph of this Agreement relate to the whole of this Agreement and not to that article, section, subsection or paragraph only, unless otherwise expressly provided for or if the context clearly indicates the contrary.
- 10.3. **Severability** – If for any reason whatsoever, any term or condition of this Agreement or the application thereof to any Party or circumstance is to any extent invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to the Parties or circumstances will not be affected thereby and will be separately valid and enforceable

RIOT POWERSPORT RENTALS INC.

to the fullest extent permitted by law. The unenforceable provision(s) will be deemed to be amended to the extent needed to render them enforceable, so as to best reflect the intentions of the Parties.

- 10.4. **Waiver** – No waiver by either Party of any obligation, restriction or remedy under this Agreement will be valid unless by specific written instrument. No acceptance by a Party of any payment by another Party and no failure, refusal or neglect of any Party to exercise any right under this Agreement or to insist upon full compliance by the other Party with their obligations hereunder, will constitute a waiver of any other provision of this Agreement or any further or subsequent noncompliance with the same or any other provision. No exercise or enforcement by a party of any right or remedy hereunder will preclude the exercise or enforcement by such party of any other right or remedy to which such Party is entitled by law to enforce.
- 10.5. **Governing Law** – This Agreement will be construed in accordance with and governed by the laws of the Province of Ontario and the laws of the Country of Canada applicable therein. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the Province of Ontario and covenants to appear before such courts.
- 10.6. **Inurement** – This Agreement will inure to the benefit of and be binding upon all Parties hereto and their respective (as applicable) successors and permitted assigns.
- 10.7. **Time is of the Essence** – Time is of the essence of this Agreement and of each and every part hereof.
- 10.8. **Gender and Numbers** – Any reference in this Agreement to gender includes all genders and words importing the singular number also shall include the plural and vice versa.

I, the Customer, certify and acknowledge that (the “Certification”):

- a. I am Twenty-Five (25) years of age or older;
- b. I have read and understand the contents of this Agreement and have been given the full opportunity to discuss the implications of this Agreement, including the opportunity to obtain independent legal advice. My decision to sign this Agreement is based on my own free will and not based upon representations or advice of the Company or its representatives.
- c. Operating an all-terrain vehicle (ATV), utility terrain vehicle (UTV), side-by-side, and/or a snowmobile is a dangerous activity with a high risk of serious bodily injury or death to others or me. I personally accept all risk and liabilities of this activity.
- d. By operating the Rental Product, I could suffer serious bodily injury or death and I am prepared to take on this risk.
- e. I am medically fit to operate the Rental Product and I am not under the influence of any medication which would render me unable to operate the Rental Product in a safe manner.
- f. Under no circumstances will I operate the Rental Product while under the influence of and/or intoxicated by any alcohol or drugs including recreational drugs or while under the influence of medication. For greater certainty, I will not use any alcohol or drugs including recreational drugs before or during the operation of the Rental Product.

RIOT POWERSPORT RENTALS INC.

- g. While operating the Rental Product I will abide by all laws including all posted speed limits. Under no circumstances will I operate the Rental Product on private property without the property owner's consent.
- h. I will operate the Rental Product in a safe manner and at all times I will ride within my comfort zone.
- i. During the Term of this Agreement only I will possess, use, operate and transport the Rental Product and I will not allow anyone else (except for the Participant(s)) to possess, use, operate or transport the Rental Product. Should any other person (except for the Participant(s)) use, operate and/or transport the Rental Product during the Term of this Agreement, I agree to be personally liable and financially responsible for all loss of and damage, if any, caused by the other person's possession, use, operation and/or transportation of the Rental Product and I agree to indemnify and hold harmless the Company and its directors, officers, employees, contractors (including the contractors and their employees who supply the Rental Product directly to the Customer), agents, from any and all damages as a result of such possession, use, operation and/or transportation.
- j. I will ensure that in addition to myself the only individuals who use, operate and/or are passengers of the Rental Product are the Participant(s) and that each of the Participant(s) provides the Company with a completed participant liability waiver as required by the Company prior to their use, operation, and/or riding of the Rental Product.

I, the Customer, acknowledge that the Company is relying on the truth and accuracy of the above Certification and on the terms of this Agreement in renting the Rental Product to me and that the Company would not provide the Rental Product to me, the Customer, if I did not agree to the terms of this Agreement and if the Certification was not true.

RECOGNIZING THE RISKS AND DANGERS, I THE UNDERSIGNED CUSTOMER, UNDERSTAND THE NATURE AND RISKS OF THE OPERATION OF THE RENTAL PRODUCT AND I VOLUNTARILY CHOOSE TO PARTICIPATE IN THE ACTIVITY (OPERATING AN ATV, UTV, SIDE-BY-SIDE OR SNOWMOBILE) AND EXPRESSLY ASSUME ALL RISKS AND DANGERS INCLUDING INJURY AND DEATH OF THE ACTIVITY (OPERATING AN ATV, UTV, SIDE-BY-SIDE OR SNOWMOBILE) WHETHER OR NOT THE RISKS AND DANGERS ARE DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

CUSTOMER SIGNATURE: _____

DATE OF SIGNATURE: _____

RIOT POWERSPORT RENTALS INC.

Schedule A

Rules and Regulations

ATV / UTV

1. ATV / UTV Use
 - a. Intentional mud pit riding will not be tolerated. Extra cleaning costs of **\$250.00** will be withheld from deposit.
 - b. Deep water riding will not be tolerated. If ATV / UTV is ridden in too deep of water, excessive engine damage can occur.
 - c. Intentional misuse and abuse is not tolerated.
 - d. Absolutely no driving ATV / UTV on public roadways unless permitted in that region. It is the customers' responsibility to be aware of the rules in that region.
 - i. When riding on permitted public roads, ride on the shoulder.
 - ii. When riding on permitted public roads, when road speed limit is 50km/h or below, the speed limit of the ATV / UTV is 20km/hr.
 - iii. When riding on permitted public roads, when road speed limit is above 50km/h, the speed limit of the ATV / UTV is 50km/hr.
 - e. When riding in trails, ensure proper permission has been obtained and you possess proper trail permits for that location.
 - f. Ride with proper trail etiquette at all time.
 - i. Stop for trail wardens.
 - ii. Respect landowners (trail and adjacent land) when riding.
 - iii. Keep wheel spin to a minimum.
 - iv. Ride responsibly and safely at all times.
 - v. Ride within your ability at all times.
 - vi. Do not litter.
 - vii. Stay on marked trails.
 - viii. Help other riders in distress.
 - ix. Ride sober.
 - g. Have your valid driver's license with a minimum **[G]** rating and insurance with you at all times.
2. Theft prevention
 - a. Keep any rental trailers locked with provided trailer hitch lock at all times.
 - b. Remove key from ATV / UTV immediately when not in use.
3. Riding tips
 - a. Do not splash into deep puddles – can result in water on belt.
4. ATV / UTV and trailer Transportation
 - a. Ensure ATV / UTV is properly secured with straps to trailer or in vehicle before driving.
 - b. Ensure Trailer lights are working properly before driving.
 - c. Ensure Trailer is properly fastened to vehicle before driving.
5. ATV / UTV return
 - a. Ensure ATV / UTV has been cleaned prior to return. If unable to clean prior to return, please discuss this with Company about options. If returned dirty without prior knowledge to the Company, a **\$250.00** cleaning fee will be withheld from deposit.
 - b. Ensure ATV / UTV is returned with a full tank of gas. Premium gas to be used with a minimum rating of **[91]** octane. If ATV / UTV is returned not filled, a **\$100.00** fuel charge

RIOT POWERSPORT RENTALS INC.

will be withheld from deposit. If unable to fuel ATV / UTV prior to return, please discuss options with Company.

SNOWMOBILE

1. SNOWMOBILE Use
 - a. Intentional open water riding will not be tolerated. If machines are ridden into water excessive engine damage can occur. If you are unsure if the ice on a river or body of water of any type is thick enough, stay off!
 - b. Intentional misuse and abuse is not tolerated.
 - c. Absolutely no driving snowmobiles on public roadways unless permitted in that region. It is the customers' responsibility to be aware of the rules in that region.
 - i. When riding on permitted public roads, ride on the shoulder.
 - ii. When riding on permitted public roads, when road speed limit is 50km/h or below, the speed limit of the snowmobile is 20km/hr.
 - iii. When riding on permitted public roads, when road speed limit is above 50km/h, the speed limit of the snowmobile is 50km/hr.
 - d. When riding in trails, ensure proper permission has been obtained and you possess proper trail permits for that location.
 - e. Trail System Riding: Ride with proper trail etiquette at all times.
 - i. Stop for trail wardens.
 - ii. Respect landowners (trail and adjacent land) when riding.
 - iii. Keep track spin to a minimum.
 - iv. Ride responsibly and safely at all times.
 - v. Ride within your ability at all times.
 - vi. Do not litter.
 - vii. Stay on marked trails.
 - viii. Help other riders in distress.
 - ix. Ride sober.
 - f. Back Country Riding:
 - i. Always ride back country with at least one other machine. Don't ride solo.
 - ii. Plan your route ahead of time.
 - iii. Respect the Land.
 - iv. Ride responsible and safely at all times.
 - v. If blazing trail is required to safely negotiate the trail every effort must be made to clear branches and anything that will scratch/damage the machine out of the way first.
 - vi. Ride within your ability at all times.
 - vii. Do not litter.
 - viii. Help other riders in distress
 - ix. Ride sober
 - g. Have your valid driver's license with a minimum **[G]** rating and insurance with you at all times.
2. Theft prevention
 - a. Remove key from snowmobile immediately when not in use.
3. Snowmobile return
 - a. Machine must be cleaned, otherwise **\$250.00** cleaning fee per machine will be withheld from damage deposit. This does not include snow and ice. It does include garbage, mud, and anything that you wouldn't want to see on the machine at the start of your rental.

RIOT POWERSPORT RENTALS INC.

- b. Ensure Snowmobile is returned with a full tank of gas. Premium gas to be used with a minimum rating of **[91]** octane. If Snowmobile is returned not filled, a **\$100.00** fuel charge will be withheld from deposit. If unable to fuel Snowmobile prior to return, please discuss options with Company.