



TERMS AND CONDITIONS – SENTINEL LIGHTS RENTAL AGREEMENT

LAMPLIGHTER RENTAL INC., a corporation incorporated pursuant to the laws of the Province of Ontario (hereinafter referred to as “Lamplighter”).

WHEREAS Lamplighter is the owner of sentinel lights and related hardware and provides sentinel lighting rentals and service to the public.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. Lamplighter shall install sentinel lighting on the terms as set out in Schedule “A” attached hereto. Installation shall be done in a professional and workman like manner by Lamplighter or its agents, subcontractors or assigns and the Property Owner shall provide full access to the Property to Lamplighter its agents, subcontractors or assigns for said purposes.
2. Subject to the terms and conditions of this Agreement, Lamplighter shall provide the necessary service and maintenance to the lighting rentals as may be required from time to time, in Lamplighter’s sole discretion.
3. The Property Owner shall pay to Lamplighter rental fees on a monthly basis in the amount set out in Schedule “B” attached hereto. In the event of any extra ordinary maintenance or service requirements which may be required from time to time, in the sole discretion of Lamplighter, the Property Owner agrees to be bound by the rates as set by Lamplighter.
4. All payments for rental fees shall be billed on a quarterly basis by Lamplighter. The Property Owner shall set up pre-authorized debit or visa payments with Lamplighter in advance. In the alternative, the Property Owner may provide Lamplighter with a series of post-dated cheques for the duration of the term of this Agreement.
5. The term of this Agreement shall be for a period of five (5) years from the date set out herein. At the completion of the five (5) year term, this Agreement shall continue on a month to month basis.
6. This Agreement shall continue in full force and effect from the commencement date as set out herein until the end of the term or as otherwise terminated in accordance with the terms of this Agreement.
 - (a) Lamplighter may terminate this Agreement on ninety (90) days notice to the Property Owner.
 - (b) The Property Owner may terminate this Agreement on ninety (90) days prior notice in writing to Lamplighter. In the event the Property Owner terminates this Agreement prior to the end of the term as set out herein, the Property Owner shall be obligated to pay the monthly rental amounts for the full balance of the term plus any and all costs of removal forthwith to Lamplighter.
7. In the event of non-payment, Lamplighter shall be permitted to discontinue service and disconnect power to all lighting. Furthermore, Lamplighter shall have the right to attend on the premise to remove any lighting at the sole cost of the Property Owner. In the event of an account being put back into good standing and the lighting requiring reconnection, the Property Owner shall pay a \$200.00 reconnection fee to Lamplighter prior to say reconnection.
8. The rental equipment of Lamplighter on the Property shall be in the care and custody of the Property Owner, and if destroyed or damaged by any act or default of the Property Owner then the Property Owner shall be liable to pay Lamplighter the value of such rental equipment or at the sole option of Lamplighter, the cost of repairing or replacing same.
9. The Property Owner shall be solely responsible for the maintenance of their Property so there are no interferences with the rentals. The Property Owner shall be solely responsible for any tree trimming or vegetation maintenance surrounding the poles. Lamplighter retains the ability to repair or maintain the rental equipment as it deems fit in its sole discretion. In the event that the rental equipment located off of a public roadway, repair and maintenance work shall only be required to be carried out between the months of May and September. The Property Owner must notify Lamplighter immediately of any damage or defects to the rental equipment.
10. Except in relation to a breach of Lamplighter of its obligations hereunder or the wilful misconduct or negligence on the part of Lamplighter shall have no liability or obligations with respect to the rentals and the Property Owner agrees to indemnify and save Lamplighter, its officers, directors, shareholders, employees and agents harmless from and against any and all claims, demands, cost and liabilities (including all reasonable professional and legal fees and expenses) of any kind whatsoever arising directly or indirectly out of any action or inaction of Lamplighter or existing as a result of the rentals. The Property Owner specifically acknowledges Lamplighter shall not be liable for any service outages or damage resulting thereto.
11. Any installation or service equipment of Lamplighter, in addition to the rental equipment, shall be and remain the property of Lamplighter and shall not be or become fixtures and/or part of the Property. The rental items shall not form or be part of any security or encumbered any mortgage, charge, lien or other encumbrance of any kind or nature, nor shall the rental equipment be liable to seizure for arrears of rent or taxes or under execution, bankruptcy proceedings or any other legal proceedings against the Property Owner.
12. The Property Owner consents to the collection, use and disclosure, from time to time, of any credit, personal or other information that Lamplighter may reasonably require to assess credit worthiness in connection with this Agreement or otherwise.
13. Lamplighter may assign this Agreement on notice to the Property Owner as may be required from time to time. The Property Owner shall have no right to assign this Agreement. In the event of the sale of the Property, the Property Owner shall require the transferee to assume all obligations required herein. As such, assumption shall not release the Property Owner from any liability or obligations hereunder.
14. This Agreement constitutes the entire agreement between the parties hereto with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made a part hereof.
15. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the Province of Ontario.

16. This Agreement may be executed in any number of counterparts, and/or by facsimile or e-mail transmission of Adobe Acrobat files, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Any Party executing this Agreement by fax or PDF file shall, immediately following a request by any other Party, provide an originally executed counterpart of this Agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement except to the extent that such electronic execution is not otherwise permitted under the *Electronic Commerce Act, 2000* (Ontario).

* Rental rates are subject to change from time to time at the sole discretion of Lamplighter. Any change in rental rate shall be provided to the Property Owner in writing no sooner than sixty (60) days in advance of the rate change.

Service Fees: shall be billed to the Property Owner at Lamplighter's then current rates as set in the sole discretion of Lamplighter. Lamplighter shall have no obligation to provide the Property Owner with notice of service.

All fees and amounts payable to Lamplighter shall be due and payable on the date of invoicing. Any late fees shall carry an agreed upon interest rate of 18% per annum. Any NSF payments shall result in a \$100.00 fee to the Property Owner.

*It is the responsibility of the property owner/customer to notify Lamplighter of a credit card account change.