

- Although the term of the lease will not expire, the expectation is that, if the anticipated use of the equipment lasts beyond 14 days, the WCSS Operations Manager will negotiate an extension with the lessee.
- Only persons who have successfully completed the WCSS Boat Handling Course and have certification (including MED training), shall be permitted to operate the Corporations' boats.

The Lessee shall, at its expense, comply with and conform to all federal, provincial, municipal and other laws, ordinances and regulations in any way relating to the possession, use and maintenance of the Equipment. This includes procuring a research permit prior to deploying any wildlife deterrents.

- From and including the time the Equipment is removed from the Storage Site to and including the time that the Equipment is returned to the Storage Site, the Lessee will at its own expense maintain "all-risk" property insurance of not less than the replacement cost of the Equipment, together with comprehensive general liability insurance (including coverage for property damage, bodily injury and contractual liability).

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EQUIPMENT LEASE AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, _____

BETWEEN:

WESTERN CANADIAN SPILL SERVICES LTD., a body corporate having an office at in the City of Calgary, in the Province of Alberta (hereinafter referred to as the “Corporation”)

– and –

_____, a

body corporate having an office in the City of

_____, in the Province of _____

(hereinafter referred to as the “Lessee”)

WHEREAS the Corporation owns, manages or leases certain oil spill emergency response equipment; and

WHEREAS the Lessee desires to lease from the Corporation certain oil spill emergency response equipment,

NOW THEREFORE in consideration of the mutual covenants and agreement herein contained, the Corporation and the Lessee agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement the following words and expressions shall have the following meanings:

“**Agreement**”, “**this Agreement**”, “**herein**”, “**thereof**”, “**hereunder**” and similar expressions mean or refer to this Equipment Lease Agreement and any subsequent amendments thereto;

“**Business Day**” means any day which is not Saturday, Sunday or a statutory holiday in Alberta;

“**Co-op**” means the Western Canadian Spill Services Cooperative organized under the *Canada Cooperative Association Act*;

“**Deployment Site**” means the location or locations where the Lessee uses or wishes to use all or some of the Equipment for emergency oil spill containment and recovery operations;

“**Equipment**” means the oil spill emergency response equipment owned, managed or leased by the Corporation, and leased to the Lessee hereunder for the purpose of emergency oil spill containment and recovery operations at the Deployment Site;

“**GST**” means the Goods and Services Tax imposed under the provisions of Part IX of the *Excise Tax Act*, R.S.C. 1985, C. E-15, as amended, or any successor or parallel provincial or federal legislation that imposes a tax on the recipient of goods and services;

“**Party**” means a person who has agreed to be bound by this Agreement;

“**person**” includes an individual, a partnership, an incorporated company, an unincorporated association and the legal representatives of an individual; and

“**Storage Site**” means the location or locations designated by the Corporation for storage of all or any of the Equipment from time to time.

1.2 Headings

The insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent with such references, references in this Agreement to Articles, Sections, subsections and paragraphs are to Articles, Sections, subsections and paragraphs of this Agreement.

1.3 Number and Gender

Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

1.4 Calculation of Time Periods

Unless otherwise specified in this Agreement, when calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next Business Day.

1.5 Currency

All dollar amounts referred to herein are expressed in Canadian funds.

ARTICLE 2 LEASE OF EQUIPMENT

2.1 Lease of Equipment

The execution of this lease by the Lessee and the Corporation does not require the Lessee to lease any Equipment from the Corporation. Lessee and the Corporation may execute one or more forms as set out in the attached Schedule "A" from time to time. Upon the execution of a Schedule "A", the Corporation thereby leases to the Lessee and the Lessee thereby leases from the Corporation, the Equipment as set out in the executed Schedule "A".

2.2 Term

The term of this Agreement and the lease of the Equipment shall commence on the calendar day on which (i) the Corporation, or an agent of the Corporation, or (ii) the Lessee, or an agent of the Lessee, removes the Equipment from the Storage Site for use at the Lessee's Deployment Site and shall continue to and including the later of (i) the calendar day on which the Equipment is returned to the Storage Site; and (ii) the date on which all outstanding obligations of the Lessee to the Corporation hereunder are satisfied.

Although the term of this lease will not expire, the expectation is that, if the expected use of the equipment lasts beyond 15 days, that lessee pursues other equipment options. Provided that the Lessee is not then leasing any Equipment from the Corporation, the Lessee may terminate this Agreement upon providing written notice of such termination to the Corporation.

ARTICLE 3 FEES AND COSTS

3.1 Fee

As the Lessee is a member of the WCSS in good standing and operates within the jurisdictional boundaries established by the Corporation, the following fees are applicable to the lease of the Equipment by the Lessee hereunder: (i) the Lessee shall not be charged any rental rates for any Equipment; (ii) the Lessee shall be responsible for the costs and fees set out in Section 3.3, if applicable; (iii) the Lessee shall be responsible for any costs and expenses in connection with repairs, maintenance or replacement of any leased Equipment used by the Lessee hereunder (including replacement costs for containment boom, skimmers, and rotating equipment), as described in further detail below in Article 5;

(iv) the Lessee shall be responsible for 1/3 of the rental rates stated in Schedule “B” if any leased Equipment is used in respect of any spill or incident from a facility (downstream, midstream and/or rail), if the Lessee is responsible for the spill in accordance with applicable laws and regulations.

Additional fees will apply if during the term of this Agreement, the Lessee ceases to become a member in good standing and/or the Lessee uses any leased Equipment outside of the jurisdictional boundaries established by the Corporation (which for greater certainty are accessible on the Corporation's website at www.wcss.ab.ca).

3.2 GST/PST (Saskatchewan, British Columbia)

The Lessee shall be responsible for the payment of GST/PST with respect to the Equipment. The Corporation will collect from the Lessee such GST/PST and remit the GST/PST to the appropriate governmental agency. Any such GST shall be paid by the Lessee in addition to the fees contemplated in Section 3.1.

3.3 Other Costs

Except as specifically provided herein, all costs associated with the transportation, storage, maintenance and use of the Equipment by the Lessee, including insurance, and all costs of Corporation's employees or agents for their performance of services required under this Agreement during the term of this Agreement shall be for the account of the Lessee at the rates set out in Schedule “B” attached hereto.

3.4 Interest

All fees and all other costs under this Agreement shall be paid within thirty (30) days of receipt by the Lessee of an invoice issued by the Corporation. All overdue accounts shall bear interest at the rate of 15% per annum from the last day of the term period without prejudice to the rights and remedies of the Corporation under law.

ARTICLE 4 SELECTION OF EQUIPMENT

4.1 List of Equipment

Prior to the commencement of the term of this Agreement, the Corporation shall complete all relevant sections of Schedule “A”. The Lessee is entitled to inspect and verify the condition of the Equipment prior to leasing the same hereunder. Subject to any dispute by the Lessee as to the condition of the Equipment, the Equipment shall be deemed to be in the condition set forth in Schedule “A” prepared by the Corporation.

4.2 Selection of Equipment

The Lessee may use some or all of the Equipment. Prior to removal of such Equipment from the Storage Site, the Lessee and the Corporation shall designate on Schedule “A” which Equipment is to be removed by the Lessee from the Storage Site.

The execution of Schedule “A” by the Lessee shall be deemed to be an acknowledgement by the Lessee of all of the provisions set forth therein including the equipment which has been removed by the Lessee from the Storage Site.

4.3 Authorization

The Parties agree that the Corporation shall not be obligated to make inquiry into the authority of any officer or employee executing Schedule “A” on behalf of the Lessee and the Corporation shall be entitled to rely on such execution as sufficient authorization by the Lessee of the matters set out in Schedule “A”.

ARTICLE 5 HANDLING, MAINTENANCE, REPAIR AND USE

5.1 Handling of Specified Equipment

- (a) Only persons who have successfully completed the “WCSS Boat Handling Course (including Marine Emergency Duties 3) and additional training on barges and airboats shall be permitted to operate the Corporation’s workboats, barges and airboats.
- (b) The persons described in subsections (a) above shall, while operating the Corporation’s barges, airboats and work/safety boats, be deemed to be agents of the Lessee and the Lessee shall indemnify and hold harmless such person from and against any losses, costs, damages or expenses incurred in respect of any action taken on the Lessee’s behalf except where such action by the person was grossly negligent or willfully damaging.

5.2 Maintenance, Repair and Alterations

- (a) The Lessee shall keep the Equipment in good repair, condition and working order while it is being leased by the Lessee and shall be responsible for all expenses incurred in respect of necessary maintenance and repair (including replacements) of the Equipment as a result of the use of the Equipment by the Lessee, reasonable wear and tear excepted. Prior to conducting any repairs or maintenance, the Lessee shall obtain the Corporation’s approval of the nature and scope of repairs and maintenance to be conducted; **provided however that repairs and maintenance of a routine nature, which for greater certainty shall not include replacement of parts or other major repairs, shall not require the Corporation’s approval**. All maintenance and repair of the Equipment shall be conducted by a person acceptable to the Corporation. Specifically, the Lessee shall:
 - (i) supply all fuel and lubricants necessary to operate the Equipment. It is understood that although all Equipment will have been serviced at the Storage Site, fuel may not be available;
 - (ii) execute all repairs necessary to keep the Equipment in good repair, condition and working order;
 - (iii) perform decontamination of equipment as instructed by WCSS representative; and
 - (iv) return the Equipment in a dry, clean and unmarred condition.

If the Lessee fails to comply with the foregoing provisions of this subsection 5.2(a), the Corporation may, at the Lessee's expense, take any action it deems necessary and shall be entitled to immediate reimbursement from the Lessee for any reasonable costs or expenses incurred to repair the Equipment without prejudice to any other rights or remedies of the Corporation set out in this Agreement.

- (b) The Lessee shall not without the prior written consent of the Corporation make any alterations to the Equipment. Any alterations so made to the Equipment shall be at the Lessee's expense and shall belong to and become the property of the Corporation subject to the terms of this Agreement.

5.3 Inspection and Repair Following Use

Within ten (10) Business Days after return of Equipment to the Storage Site, the Corporation shall inspect the Equipment (with the Lessee or its representative if possible) and identify the items which must be cleaned, drained, dried, repaired or replaced by the Lessee in order to restore the Equipment to the same condition (reasonable wear and tear excepted) and cleanliness in which it was delivered to the Lessee. If the Corporation determines, acting reasonably and with regard to good industry practice and applicable laws and regulations, that such work is required to restore the Equipment to such same condition (reasonable wear and tear excepted) the Lessee shall confirm the same by completing and signing a report in the form of Schedule "A" which describes such work and which shall then be sufficient authority for the Corporation to commence the required work. The Lessee shall be responsible for all costs and expenses incurred in accordance with any such executed Schedule "A" or required to restore the Equipment to the condition of the Equipment prior to removal from the Storage Site as described in Schedule "A" and the Corporation will invoice the Lessee and the Lessee shall pay directly to the Corporation all such amounts (including an administrative fee to be determined at the time of completing and signing Schedule "A") incurred for such maintenance, repair or replacement.

5.4 Other Equipment

The Lessee agrees and acknowledges that additional equipment other than the Equipment leased hereunder may be required by the Lessee in the performance of necessary oil spill emergency response procedures. The Lessee shall be solely responsible for supplying such additional equipment including, without limitation, additional radio and other communication and safety equipment.

5.5 Use

The Lessee shall use the Equipment in a careful and prudent manner and for the purposes of emergency oil spill containment and recovery operations or training exercises approved by the Corporation. The Lessee shall, at its expense, comply with and conform to all federal, provincial, municipal and other laws, ordinances and regulations in any way relating to the possession, use and maintenance of the Equipment.

5.6 Inspection

The Corporation shall at all times during business hours have the right upon reasonable prior notice to enter into and upon the lands and premises where the Equipment may be located for the purposes of inspecting the Equipment and observing its use or to repossess and/or remove the Equipment.

5.7 No Warranties

No warranty, express or implied is made by the Corporation or its agents, employees or directors as to the ability of the Corporation's employees or agents or the correctness, sufficiency or suitability of the Equipment, or that any information, recommendation or suggestions including the use or deployment of Equipment supplied or made by the Corporation or its employees or agents will provide for total or effective cleanup or containment of a spill, nor do they assume any responsibility in connection therewith.

5.8 Liens

The Lessee will ensure that all Equipment leased from the Corporation hereunder is kept free and clear of all liens, charges and encumbrances. The Lessee shall give the Corporation immediate notice of any seizure, attachment, lien or other judicial process affecting any item of the Equipment.

ARTICLE 6 EQUIPMENT RISKS, INSURANCE AND TITLE

6.1 Equipment Risks

Upon removal of the Equipment from the Storage Site, the Lessee shall bear all risk of loss with respect to damage, destruction, loss, theft or governmental taking of any kind of any item of the Equipment as well as all risks to the Lessee and others in connection with the Equipment. The Lessee will notify the Corporation of any damage, destruction, loss, theft or governmental taking and, unless the Corporation is otherwise agreeable, the Lessee shall either:

- (a) immediately on demand pay to the Corporation the replacement value of the Equipment if it is unable to be repaired as determined by the Corporation, acting reasonably; or
- (b) subject to the written consent of the Corporation, repair or replace the Equipment or the items or parts of the Equipment that are the subject of such damage, destruction, loss, theft or governmental taking with equipment of like manufacture, value, class, utility and quality so that the Equipment is put into first class mechanical and working order as reasonably determined by the Corporation.

6.2 Insurance

From and including the time the Equipment is removed from the Storage Site to and including the time that the Equipment is returned to the Storage Site, the Lessee will at its own expense maintain “all-risk” property insurance of not less than the replacement cost of the Equipment, together with comprehensive general liability insurance (including coverage for property damage, bodily injury and contractual liability) and any other form of insurance covering the Equipment against risks as considered prudent for that type of property by operators of business similar to that run by the Lessee or as may be reasonably required by the Corporation. The Lessee, will, upon request, give the Corporation evidence acceptable to the Corporation that the insurance coverage is in effect. If the Lessee fails to obtain or maintain such insurance, the Corporation may do so and shall be entitled to immediate reimbursement for the premium for such insurance from the Lessee without prejudice to any other rights or remedies of the Corporation set out in this Agreement. The Lessee shall immediately advise the insurer and the Corporation of any and all accidents or claims involving the Equipment. Any insurance proceeds paid in respect of a loss of Equipment up to the replacement value shall be paid to the Corporation.

6.3 Title

Nothing in this Agreement shall give or convey to the Lessee any right, title, estate or interest in and to the Equipment together with any alterations thereof except as Lessee hereunder.

ARTICLE 7 INDEMNIFICATION BY LESSEE

7.1 Indemnification

The Lessee hereby agrees to indemnify and save harmless the Corporation, its directors, officers, employees or agents from and against any and all actions, causes of action, suits, claims, demands, costs, losses and expenses resulting from loss, injury, death or damage in respect of any party or person or government or government agency which may be brought against or incurred or suffered by the Corporation, its directors, officers, employees or agents or which the Corporation, its directors, officers, employees or agents may sustain, pay or incur by reason of or which may be attributable to or arise out of:

- (a) any act, omission, misrepresentation or breach of warranty or covenant or obligation by the Lessee in connection with this Agreement.
- (b) the maintenance, repair, use, operation, possession, storage, delivery or transportation of the Equipment by the Lessee or the failure to maintain, repair, use, operate, store, deliver or transport the Equipment in a manner required hereunder or by applicable laws;
- (c) the condition (including without limitation latent and other defects with respect thereto, whether or not discoverable by the Corporation or the Lessee) of the Equipment, if different from the condition of the Equipment upon the Lessee taking possession of it, and or surface rights upon which the Equipment is located or the escape, release or spill of any containment or other substance processed in or used in connection with the Equipment; and

- (d) all removal, abandonment, salvage, reclamation, environmental and health matters pertaining to the Equipment while in the possession of the Lessee and all obligations, damages, costs, fines and penalties associated therewith whether arising by or imposed by applicable laws, agreements or otherwise;

and the Lessee agrees to assume liability for all losses, costs, expenses, liabilities and damages suffered or incurred by the Corporation, its directors, officers, employees or agents resulting from or in any way attributable or arising out of the foregoing matters. Notwithstanding the foregoing, the Lessee shall not be required to indemnify or save harmless the Corporation from any actions, causes of action, suits, claims, demands, costs, losses and expenses resulting from the negligence, willful misconduct or breach of this Agreement by the Corporation and the Lessee shall not have any liability hereunder to the Corporation in respect of indirect, consequential or special damages.

ARTICLE 8 DEFAULT

8.1 Default

The Corporation shall be entitled to exercise the rights and remedies set out below on the occurrence of any one or more of the following events, each of which is an event of default (herein called an “Event of Default”) under this Agreement:

- (a) the Lessee fails to perform any of its obligations (including failure to pay any amount when due) under this Agreement and the default continues for 15 days;
- (b) any of the Equipment is subjected to any lien, charge, encumbrance, levy, seizure, attachment or judicial process or the Lessee sells, leases, mortgages or pledges, or attempts to sell, lease, mortgage or pledge any of the Equipment;
- (e) the Lessee makes an assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases or threatens to cease to do business as a going concern, or seeks any arrangement or composition with its creditors;
- (f) any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced by or against the Lessee or a substantial part of its property; or
- (g) in the opinion of the Corporation, acting reasonably, an event has occurred or is reasonably likely to occur which may materially reduce the value of the Equipment or the Corporation’s interest in it or increase the risk to it (normal wear and tear excluded).

8.2 Remedies Upon Default

Upon the occurrence of any Event of Default, the Corporation may in its sole discretion exercise one or more of the following remedies without prejudice to any other right it may have at law or otherwise:

- (h) the Corporation may, at its option and without terminating this Agreement, do all acts and make all expenditures to remedy such default and the Lessee shall forthwith, upon demand, reimburse the Corporation for any and all expenditures; and

(i) the Corporation may, at its option, declare this Agreement to be terminated.

Notwithstanding anything contained elsewhere in this Agreement, no Event of Default shall be cured or remedied under this Agreement until all defaults under this Agreement are cured and all amounts owing under this Agreement are paid.

8.3 Expenses Upon Default

The Corporation’s reasonable costs and expenses incurred in respect of legal proceedings to recover any monies due hereunder, taking possession of the Equipment and enforcement of any of the Corporation’s rights, including, without limitation, legal costs on a solicitor-client basis, shall be paid by the Lessee to the Corporation immediately upon demand.

8.4 Effective Waiver

No delay or omission to exercise any right or remedy accruing to the Corporation upon any breach or default of the Lessee will impair any such right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach or default be deemed a waiver of any other breach or default occurring prior thereto or thereafter. Any waiver, permit, consent or approval on the part of the Corporation of any breach or default under this Agreement, or of any provision or condition hereof, must be in writing and will be effective only to the extent specifically set forth.

**ARTICLE 9
MISCELLANEOUS**

9.1 Notice

Any disclosure, notice, direction or other communication required or permitted to be given by any party to any party hereunder (a “notice”) shall be in writing and delivered personally or by registered mail to the parties at the following addresses:

(a) To the Lessee: _____

Attention:

(b) To the Corporation: Western Canadian Spill Services Ltd.
Box 503, 3545 - 32 Avenue N.E
Calgary, Alberta
T1Y 6M6

Attention: President & COO

Any notice shall, if delivered, be deemed to have been given and received on the date on which it was delivered if a Business Day and on the next succeeding Business Day if not a Business Day and if given by registered mail shall be deemed to have been received by the party to whom the same is addressed on the second Business Day following the day upon which such notice sent by registered mail has been deposited with the appropriate post office, postage and cost of registration prepaid. Any of the parties may change its designated address for notices by notice in writing to the other party. In the event of an interruption in postal service, any notice shall be delivered personally.

9.2 Further Assurances

The Parties shall promptly sign such further and other papers, and do and perform or cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement.

9.3 Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and each of the Parties exclusively attorn to the jurisdiction of the courts of Alberta.

9.4 Counterparts

This Agreement may be executed in as many counterparts as are deemed necessary by the Parties and, when so executed, each counterpart shall be as valid and binding on all Parties as every other counterpart.

9.5 Entire Agreement

This Agreement constitutes the entire agreement among the Parties and there are no other written or verbal agreements or representations.

9.6 Time of the Essence

Time shall be of the essence of this Agreement.

9.7 Severability

If any provision of this Agreement, or the application of such provision to any person or in any circumstance, shall be held to be invalid, the remaining provisions of this Agreement, and the application of such provision to any persons or in any circumstances other than those as to which it is held invalid, shall not be affected thereby.

9.8 Enurement

The Agreement shall enure to the benefit of and be binding upon the Parties and their respective personal representatives, successors and assigns.

9.9 Assignment

Neither Party may assign this Agreement without the consent of the other Party, not to be unreasonably withheld or delayed.

9.10 Force Majeure

The Parties shall be excused from the performance of any of their obligations herein from time to time, but only so long as it is prevented from performance by any cause beyond its reasonable control including, but not limited to, acts of God or of the Queen’s enemies, strike, walkout, fire or explosion; provided however, that the lack of funds shall never be considered a cause beyond the reasonable control of either party.

9.11 No Amendment Except in Writing

No amendment or variation of the provisions of this Agreement shall be binding upon any Party unless and until it is evidenced in writing executed by all Parties.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

WESTERN CANADIAN SPILL SERVICES LTD.

Per: _____
Name:
Title:

LESSEE

Per: _____
Name:
Title:

Schedule “B”

WCSS SPILL RESPONSE SUPPORT PERSONNEL

Operations Manager	\$ 800/day
Operations Coordinator	\$ 650/day
Additional Direct Expenses – meals, accommodation and truck at \$1.05/km	

RESPONSE UNITS

Regional Response Trailers (OSCARs)	\$ 1800/day
Boom Sea-can (6x6 boom)	\$ 1800/day
Lake Boom Sea-can (12x12 boom)	\$ 900/day
Lake Boom Trailer (12x12 inflatable)	\$ 900/day
Coop Initial Spill Response Units (ISRUs)	\$ 900/day
Winter Response Units	\$ 900/day
Wildlife Response Units	\$ 600/day

TRAILERS

Air Curtain Incinerator	\$ 3000/day
Training Trailer	\$ 1200/day

BOATS

Barge	\$ 1200/day
Barge c/w Bow Collector	\$ 1800/day
Work Boats	\$ 900/day
Air Boats	\$ 1200/day

SKIMMERS

Heavy Oil c/w Power Pack	\$ 1500/day
Drum Skimmers	\$ 600/day

BOOM

Fast Water (6x6) per 50'	\$ 30/day
Fast Water c/w Fabric Skirt	\$ 60/day
Lake (12x12) per 50'	\$ 60/day
Used per 50'	\$ 15/day

OTHER

Boom Vane	\$ 600/day
Test Tank	\$ 300/day
Heli-tanks	\$ 60/day
Turner Valley Gate	\$ 30/day
Watergate Dams	\$ 150/day