

# EQUIPMENT AND TRAILER USEAGE AGREEMENT

## BETWEEN

\_\_\_\_\_  
(hereinafter referred to as the User)

## AND

### OIL SPILL CONTINGENCY GROUPS #4 & #5 INC.

(hereinafter referred to as OSCG)

Whereas the OSCG owns equipment for containing and cleaning up spills of oil, gas and other hydrocarbons (the "Equipment"); and whereas the User wishes to use the Equipment:

In consideration of use of the Equipment, the User agrees to comply with and be bound by the following terms.

1. KEEP EQUIPMENT TOGETHER

The User shall not separate nor segregate the Equipment and must take the Equipment as a whole even if it uses or intends to use only one item of the Equipment and all Equipment shall be returned to OSCG's yard in **Weyburn** at the same time;

2. INSURANCE

The User shall, prior to commencing to use the Equipment, hold or cause to be held with a reputable insurance company or companies, and thereafter maintain or cause to be maintained the insurance hereinafter set forth and any other insurance which is specifically required to comply with any legislation or regulations. The insurance required pursuant to this clause shall apply to each separate claim and shall be as follows:

(i) Insurance against property damage or loss including but not limited to such causes as collision, fire, theft and other causes normally insured against in an amount or amounts sufficient to cover the entire loss to and liability arising from use of the Trailer and all Equipment from the time it leaves OSCG's yard until it comes back to OSCG's yard.

(ii) Comprehensive General Liability Insurance with an inclusive bodily injury, death, and property damage limit of one million dollars (\$1,000,000.00) per occurrence.

All benefits pursuant to such insurance policy or policies shall be paid or assigned to the OSCG to enable it to be put into the position it was in immediately before this agreement was entered into. The obligation to have sufficient insurance in place shall be that of the User, and OSCG shall have no obligation to ensure that insurance is in place or that such insurance is adequate in any way.

3. RETURN OF EQUIPMENT AND PAYMENT FOR DAMAGE

**(a) The User shall pay for all repairs to and replacement costs of the Equipment in the event that the Equipment or any part of portion thereof is returned damaged or not returned at all provided always that the User shall return the Equipment immediately upon OSCG's demand or as soon as the Equipment is not immediately in use for the purposes contemplated at the time it was taken from OSCG's yard and provided further that the User shall inform the OSCG every four days of its intention to continue to use the Equipment for**

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**the next four days following and if the Equipment is not in use by the User during such four-day period, the User shall immediately return the equipment to the OSCG's yard in Weyburn so that the Equipment can be cleaned and inspected and the reasonable costs of such cleaning and inspecting shall be paid for by the User. The User may select and have a representative or representatives present when the cleaning and inspecting is done;**

4. INDEMNITY

The User shall indemnify the OSCG, its employees, servants, officers, directors, agents, members, successors and assigns from any and all manner or cause of action, suits, claims and demands whatsoever both in law and equity which may hereafter be brought against the OSCG, its employees, servants, officers, directors, agents, members, successors and assigns by or on behalf of any person in respect of or arising or alleging to be in respect of or arising from any loss caused directly or indirectly as a result of the use of the Equipment by the User, its employees, servants, officers, directors, agents, successors, assigns and all others whom the User may be legally responsible for.

5. DRIVER AND VEHICLE QUALIFICATIONS

As the trailer is greater than 10,000# (actual weight approx, 13,000 lb) drivers must possess a minimum of a Class 1G license, as per SGI requirements. Also, vehicles must be rated accordingly. Below is a list of contractors with qualified drivers and vehicles. Any other contractors with qualified drivers and vehicles may also be used to mobilize and de-mobilize the trailer.

- Top Notch Towing, Weyburn 306-861-1346***
- Lost Child Towing, Weyburn 306-861-0585 or 842-0555***
- Jerry Mainil Limited, Weyburn- 306-842-5412***
- Carson Welding & Maintenance, Lampman -306-487-2281***
- Broken Horse Auto Salvage –Estevan 306-421-1090 or 421-9974***
- MacKenzie Towing, Beinfait 637-2007 or cell 421-5250***

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
(USER)

\*The first version of this agreement was **drafted January 2005**.  
Amendments will be notated and dated, should they be necessary.

\*\*Second version of this agreement Oct.2006

**\*\*Third version of this agreement Jan. 2012**

EquipmentAgreement0216