

## TERMS AND CONDITIONS OF RENTAL CONTRACT

For valuable consideration, you and Kevin Thomason, Inc., d/b/a "Rent-E-Quip" (hereinafter, "REQ," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page of this Contract; "Rented Item(s)" or "Item(s)" means the "ITEMS RENTED" to you, as listed on P.1, "Lessee," "you" and "your" mean the "Lessee" identified on P.1.

2. You agree to rent the Rented Item(s) from REQ for the period(s) (the "Term"), and pay to REQ the "Rent," specified on P.1, together with all other charges accruing hereunder until all Rented Item(s) is/are returned to and accepted by REQ. Rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day Period, and 160 hours per 28-Rental Day period. Additional prorated (hourly) Rent will be due for late returns and overuse. No allowance will be made for period(s) of nonuse. You agree: (a) to pay REQ: (i) the estimated Rent and any deposit specified on P.1 in advance of the Term (the "Prepayment"); and (ii) all other amounts coming due hereunder upon demand; (b) that no interest will accrue on any Prepayment; and (iii) no Prepayment will be deemed a limit of your liability to you. Anything remaining with, in or on any Rented Item(s) upon return will be deemed abandoned.

3. You will: (a) ensure that each Rented Item is used safely and properly, and unless we otherwise agree, only at the use address set forth on P.1 (the "Site") by qualified adults, in compliance with the "Instructions" identified in § 5 and all applicable laws, rules and regulations, at all times; (b) not, nor will you permit anyone else to: (i) abuse, misuse, remove, modify or damage any Rented Item; (ii) violate any applicable law, policy of insurance or warranty at any time; and (c) return to REQ all Rented Items on time at the end of the Term, in good order, condition and repair, properly serviced and maintained, and full of the appropriate fuel, fluid and lubricants. If you fail to do so, in addition to the amounts set forth on P.1, you will pay us: (I) Rent for each succeeding rental period until all such Item(s) have been returned or replaced as required; and (II) all associated costs and expenses we incur.

4. If we deliver and/or retrieve any Rented Item(s), you agree to: (a) pay our stated charge(s) for the same as well as for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure all delivery personnel have full access to the Site. We will not be responsible for any delay(s) caused by you or any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and hold harmless REQ. If you are not present upon such delivery or retrieval, you agree to accept the statements of our representatives regarding the same (including status, condition, quality, and quantities of the Item(s) and the Site).

5. Upon your execution of this Contract (or upon delivery of the Rented Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and condition, is acceptable to you and is suitable for its intended use, operation and environment; and (ii) was selected (not based on any recommendation by REQ) and examined by you or your authorized agent(s); and (b) you: (i) have received, read and understood all training, instructions, manuals and other information, if any (including all EPA, OSHA, ANSI and other applicable standards) pertaining to the Rented Item(s), (collectively, "Instructions"); (ii) will comply, and cause all other users to comply therewith; (iii) will wear and use all applicable safety equipment; (iv) will ensure that each Item is used only for its intended purpose, in a reasonable and safe manner; (v) will timely give any required notice(s) to all affected parties, including governmental authorities and the owner(s) of the Site; (vi) will obtain all applicable licenses, permits and approvals; (vii) will advise all local utilities and cable companies before using any Item(s) to dig or disturb the ground surface (to do so, call 811) at least 3 business days in advance; (viii) will immediately cease using any Rented Item that malfunctions (a "Malfunction"); and (ix) will ensure that all others comply with this Contract at all times when using or dealing with any Rented Item(s).

6. In the event of a Malfunction, you will immediately notify REQ, and provided such Malfunction did not result from your negligence or breach of this Contract, we will, at our option: (a) repair the Item; (b) provide you with a replacement Item; or (c) prorate the Rent and cancel this Contract with respect to such Item. The foregoing remedies are **EXCLUSIVE**. We will have no other obligations regarding Malfunctions, all of which you waive.

7. You agree to maintain all insurance we may require, including: (a) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence, and (b) property damage insurance for the full (new) replacement cost of all Rented Item(s), naming REQ as an additional insured and loss payee, being primary and non-contributory, and including such other provisions as we may require. You irrevocably appoint REQ as your agent and attorney-in-fact for purposes of submitting claims on such policy(ies).

8. If you: (a) fail to fully and timely pay, honor, perform or comply with this Contract and/or your obligations arising hereunder; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business; you will be in **default**, whereupon, we may, without notice, legal process or liability to you: (i) terminate your rental(s); (ii) recover, empty, lock and/or disable the Item(s); (iii) recover from you our associated damages, costs and expenses (including interest, attorneys' fees and Rent for the balance of the Term); and/or (iv) pursue all other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

9. Except with respect to Items we rent from one or more third party(ies) (each, a "TPO") and then re-rent to you ("re-rented items"), REQ alone owns and will retain title to all Rented Items. Your only right is to use it/them in compliance with this Contract during the Term. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim or encumbrance on any Rented Item; or (b) **loan, transfer, sublease, surrender or assign any Rented Item or this Contract** without our prior written consent. We may assign this Contract, in which event, you agree to attorn to the assignee(s), who shall not be liable for our preexisting liabilities or obligations hereunder.

10. **WARNING: THE RENTED ITEMS CAN BE DANGEROUS AND SHOULD BE OPERATED, OCCUPIED AND USED WITH GREAT CARE ONLY BY PROPERLY TRAINED, FAMILIARIZED AND QUALIFIED ADULTS.**

11. **NO WARRANTIES:** REQ IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S), ALL OF WHICH ARE PROVIDED **"AS-IS"**. NEITHER REQ NOR ANY TPO, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, GOOD AND WORKMANLIKE PERFORMANCE, AND ANY WARRANTY(IES) ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY REQ OR ANY TPO, ALL OF WHICH YOU WAIVE. NO ADVERTISEMENTS OR DESCRIPTIONS BY REQ OR ANY TPO CONSTITUTE REPRESENTATIONS OR WARRANTIES.

12. If and only if, we have offered our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** and you have paid the LDW charge ("DWC") set forth on P.1 in advance of the Term, then with respect solely to the Item(s) covered by LDW ("Covered Items"), your liability for physical damage to such Item(s) will be limited to 20% of the cost to repair or replace the same; provided that LDW will NOT cover damage during transportation or resulting from: (a) your breach of this Contract; or (b) any wrongful or negligent act(s) or omissions of/by you, your agents or employees. You may decline LDW if you comply fully with § 7. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

13. **INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, LOSS, DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH THE RENTED ITEM(S) (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS REQ, EACH TPO, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST: (I) ALL SUCH RISKS (INCLUDING WITHOUT LIMITATION, ALL ASSOCIATED LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES AND ATTORNEYS' FEES); AND (II) YOUR BREACH OF THIS CONTRACT; AND (C) WAIVE** all associated: (I) rights and claims under the Uniform Commercial Code, and (II) direct, indirect, incidental, consequential, general, special, exemplary and punitive damages against us.

14. Your duties hereunder are **UNCONDITIONAL**. This Contract, and any Addenda we provide represent the entire agreement between you and REQ and cannot be modified without REQ's written consent. You will pay: (a) our attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including sales and use taxes), tolls, fines, fees, assessments and other charges related hereto. The terms of this Contract are severable. Time is of the essence. There are no third-party beneficiaries hereto other than any TPO(s). No exercise, nor any delay in our exercise, of any right or remedy will constitute an election or waiver of any right(s) or remedy(ies). If any performance required of us is rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitation regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent paid by you hereunder. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from REQ at any time, unless we otherwise agree. REQ may inspect and/or monitor the Item(s) at any time, and all information and data obtained thereby will be our property. This Contract shall be interpreted under the laws of Virginia. Proper venue for all legal actions shall lie only in the federal, state and local courts located in or nearest to Mecklenburg County, VA (unless waived by REQ). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. Your handwritten, digital, electronic, photocopied or facsimiled signature on this Contract will be deemed an original.

15. **Warning:** Signing this Contract using a name other than your own, or failing to timely return the Rented Item(s) may be deemed larceny, subjecting the violator to **CRIMINAL PROSECUTION**. Refer to VA Code Ann., § 18.2-118, et seq. or its/their successor provision(s) for details.