

TERMS AND CONDITIONS

For the purpose of this Rental Agreement, "Rental Center" shall mean Rental Center, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents and/or employees.

In consideration of hiring of the rental items/equipment (herein "the rental item or items") described on the front of this Rental Agreement it is agreed as follows:

1. **INDEMNITY/HOLD HARMLESS.** CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE ITEMS RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS RENTAL CENTER FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGEMENTS, ATTORNEYS FEES AND COSTS, OF EVERY KIND AND NATURE INCLUDING, BUT NOT LIMITED TO, INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE ITEMS RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILFUL MISCONDUCT OF RENTAL CENTER.
2. **ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY.** CUSTOMER IS FULLY AWARE OF AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE ITEMS RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND TO RELEASE AND DISCHARGE RENTAL CENTER FROM ANY AND ALL THE USE OR OPERATION OF THE RENTAL ITEMS; AND CUSTOMER FURTHER OR DAMAGE AGAINST RENTAL CENTER WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.
3. **OPERATORS.** No operators are furnished, directly or indirectly with our rental items.
4. **RECEIPT/INSPECTION OF RENTAL ITEMS.** Customer hires the rental items on an "as is" basis. Customer acknowledges that he has, or will, personally inspect the rental items prior to its use and finds it suitable for customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement and that the rental items are in good working order and repair and that customer understands (without further instructions) its proper operation and use.
5. **POSSESSION/TITLE.** Customer's right to possession of the rental items begins upon rental items leaving Rental Center and terminates on the Agreed Return Date indicated on the front of this Rental Agreement.
Time is of the essence of this Rental Agreement. Any extension of this Rental Agreement must be agreed upon in writing. Title to the rental items is and shall remain in Rental Center. Customer hereby agrees to indemnify, defend and hold Rental Center harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, Customer shall notify Rental Center immediately.

6. **RENTAL PERIOD/RATE/PAYMENT.** Rental period is for a maximum of twenty-four (24) hours unless a longer term is specified in the Rental Agreement Agreed Return Date on the front of this Rental Agreement. Rental rates are based upon single shift usage (eight hours per day, five days per week). If Customer makes greater use of the rental items, it is agreed that the additional usage will be charged. Rental charges begin immediately upon rental items leaving Rental Center. Rental charges end upon return of the rental items to Rental Center in an acceptable condition. No allowance will be made for Saturdays, Sundays, Holidays, or time in transit, nor for any period of time the rental items may not be in actual use while in Customer's possession. If the rental items are returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Rental Center may terminate rental at anytime and retake the rental items without further notice in case of violation by Customer of any terms or conditions of this Rental Agreement. Customer agrees to pay rental center a fee (which may go to Rental Center's general revenue and be utilized by Rental Center to pay its environmental expenses and costs of compliance with environmental laws) for environmental compliance. Customer agrees not to use rental item in violation of environmental laws.
7. **ORDINARY WEAR AND TEAR.** Customer shall be responsible for all damages not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental items caused by ordinary, reasonable and proper use of the rental items. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of rental items. A cleaning charge will be made on items returned unclean.
8. **COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS.** Customer agrees not to use or allow anyone to use the rental items for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all the municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from the appropriate government agencies, Rental Center may at the Customer's request, act as an agent to obtain permits and/or licenses from the appropriate government agencies. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to Rental Center or its sub-contractors.

Customer shall not allow any persona who is not qualifies and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the rental items when it is in need of repair or when it is unsafe condition or situation; modify, misuse, harm or abuse the rental items; permit any repairs to the rental items without Rental

Center's prior written permission; or, allow a lien to be placed upon the rental items.

Customer agrees to clean and visually inspect the rental items at least daily and to immediately discontinue use and notify Rental Center when rental items are found to need repair or maintenance or is not properly functioning. Customer acknowledges that Rental Center has no responsibility to inspect the rental items while it is in customer's possession. Customer authorizes Rental Center to enter Event Location to deliver and pick-up items.

9. **RETURN OF RENTAL ITEMS.** Customer agrees to return to Rental Center the rental items in as good condition as when received, by Rental Agreement Agreed Return Date. Customer shall be liable for all damages (up to the full replacement cost of the rental item and loss of rental revenue) to or loss to the rental items and liability incurred prior to rental item's return to Rental Center. Customer shall be responsible for all costs incurred by Rental Center recovering and returning damaged rental items to Rental Center's premises. If the rental items are to be "picked-up" by Rental Center, Customer agrees to provide a secure storage location and Customer accepts all risk including damage to and liability relative to rental items for a reasonable period of time until the rental items are picked-up by Rental Center.
10. **DISCLAIMER OF WARRANTIES.** Rental Center makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental items are fit for Customer's particular intended use, or that it is free of latent defects. Rental Center shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attribute to the operation of, use of, or any failure unknown to the Rental Center. Customer's sole remedy for any failure of or defect in the rental items shall be termination of the rental charges at the time of failure provided that Customer notifies Rental Center immediately.
11. **PURCHASE ORDERS.** The use of Customer's purchase order number on this Rental Agreement is for Customer's convenience and identification only and does not bind Rental Center.
12. **SUBLETTING/LOCATION OF RENTAL ITEMS.** Customer agrees not to sublet, loan or assign the rental items. Customer shall not move the rental items from the address at which the Customer represented it was to be used.
13. **DEFAULT.** Should Customer in any way fail to observe or comply with any provision of this Rental Agreement, Rental Center may, at its sole option, terminate this Rental Agreement, retake the rental items, declare any charges due and payable and initiate legal process to recover monies owed, and/or, pursue any other legal rights and remedies available to Rental Center. Exercise of any remedy available to Rental Center shall not constitute an election of remedies or a waiver of any additional remedies to which Rental Center may be entitled.
14. **RETAKE OF RENTAL ITEMS.** If for any reason it becomes necessary for Rental Center to retake the rental items, Customer authorizes Rental Center to retake the rental items, Customer authorizes Rental Center to retake the rental items without further notice or further legal process and agrees that Rental Center

shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

15. **LEGAL FEES.** In the event an attorney is retained to enforce any provision (including collection costs) of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.
16. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Rental Center to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of Rental Center's right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.
17. **INSURANCE.** Customer shall maintain in full force and effect during the term of this Agreement separate General Liability and Automobile Liability insurance policies with coverage limits for bodily injury, including death, personal injury and/or property damage that will respond as primary coverage for Customer's Liability and all obligations outlines under this Agreement. In addition to the foregoing, Customer shall maintain Property Insurance in an amount adequate to cover any loss and/or damage to the rental item, up to full replacement cost. Customer shall furnish Rental Center with a Certificate of Insurance evidencing the foregoing insurance requirements and naming Rental Center as an additional insured.
18. **MISCELLANEOUS.**
 - A. This Rental Agreement may be executed or delivered by facsimile or e-mail. If this Rental Agreement is executed or delivered by facsimile or e-mail, Customer acknowledges receipt of a completed Rental Agreement.
 - B. Before digging, it is the sole responsibility of the Customer to follow the requirements of the regional notification center law pursuant to Article 2 commencing with Section 4216) of Agreement, the Customer accepts all liabilities and responsibilities contained in the regional notification center law.
 - C. Customer authorizes and instructs Rental Center to complete Customer's "blank/open check" and to "fill-in" the amount of charges.
 - D. Customer authorizes Rental Center to submit all Customer charges to Customer's credit card account.
 - E. **WARNING: THIS PRODUCT CONTAINS OR PRODUCES ONE OR MORE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS (OR OTHER REPRODUCTIVE HARM).**
 - F. Customer acknowledges that is a violation and Customer assumes potential civil liability of section 4442 or 4443 to use or operate an internal combustion engine on any forest, brush, or grass-covered land unless the engine is equipped with a spark arrestor.
 - G. Customer is responsible for any damages due to digging, disturbing soil or earth, staking, post hole digging, auguring, etc. Customer is responsible for identifying and disclosing to Rental Center all underground obstacles. Rental

Center is not responsible for damage to above or below ground obstacles.

H. Customer is fully aware and acknowledges that the terms and conditions of this Rental Agreement shall apply to all subsequent rentals by Customer. Customer further agrees that the Terms and Conditions of this Agreement shall govern all future deliveries should Customer fail or be unable to sign the Rental Agreement at time of delivery.

I. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.**

19. **ENFORCEMENT.** Rental Center and Customer agree that the enforcement hereof shall be in Nevada County, California and governed by the laws of California.

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