

TERMS AND CONDITIONS OF RENTAL

1. Rental. Renter agrees to rent from Rental Stop Ohio ("Rental Stop") the items listed on the first page of this Rental Agreement ("Equipment") under the following terms and conditions.
2. Rental Period. The rental period shall begin on and include the date of shipment to Renter and shall end on and include the date of return to Rental Stop's warehouse or receiving point. Renter shall promptly notify Rental Stop when the Equipment is ready to be picked up. Rent will continue to be charged until return of Equipment by Renter and acceptance of same by Rental Stop. Equipment is leased f.o.b. Rental Stop's location.
3. Payment. Except as otherwise agreed in writing between the parties, Renter agrees to pay all rentals in advance. Renter hereby authorizes Rental Stop to charge the credit card on file upon shipment of the Equipment. Renter agrees to pay for all services and materials furnished under this Rental Agreement immediately upon receipt of invoice. Renter shall pay for all damages to Equipment, including repair or replacement of flat or damaged tires, during the term of this Rental Agreement pursuant to the terms hereof. All amounts due hereunder shall be without proration, reduction, or setoff. A finance charge of 1.5% per month will be added to accounts 30 days or more past due. Renter agrees that the rates quoted are considered straight time rates based on 8 hours per day or 40 hours per week. For billing purposes, 4 weeks equals one month. Should the Equipment be used longer than the above specified hours in any specific period, the overtime rate shall be based as shown on the first page. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. If the Rental Period is extended past the times set forth on page one, Renter shall be charged the applicable daily rental fees until such Equipment is returned. Renter hereby authorizes Rental Stop to charge any such fees to the credit card on file for Renter. TIME IS OF THE ESSENCE for all obligations of Renter under this Rental Agreement.
4. Condition of Equipment. Renter agrees to maintain the Equipment in the same condition as when received from Rental Stop. Renter certifies that it has the right to and shall inspect the Equipment when delivered and shall immediately notify Rental Stop of any issues prior to use. Receipt and acceptance by Renter of Equipment shall constitute acknowledgment that the Equipment has been accepted and found in good, safe, and serviceable condition and fit for use intended by Renter and in accordance with the manufacturer's intended uses of the Equipment. Renter shall take care of the normal day to day needs of Equipment, including but not limited to, supplying fuel, daily checking of general condition, including oil level, cooling system, water, batteries, and recharging batteries, at its sole cost. Renter shall be charged for each gallon of fuel required to be added to Equipment returned with less than full fuel. Renter shall be charged on the price per gallon of fuel set forth on page one of this Agreement. Rental Stop is authorized to charge the credit card on file for Renter for these charges. Renter shall not perform repairs on Equipment without express consent of Rental Stop. Upon request of Renter, Rental Stop will service and maintain Equipment in proper working condition during rental period, provided however, Renter makes it available for servicing at reasonable times during Rental Stop's normal business hours. Renter agrees to pay the difference between straight time and overtime rate for mechanic's time. Upon termination of the rental period, including any extensions, Renter shall, return at Renter's expense, the Equipment to Rental Stop's warehouse in the same condition as when received by Renter, reasonable wear and tear excepted.
5. Ownership, Possession. This is an agreement for rental only. Title to Equipment rented and to all appurtenances thereto, replacements, and substitutions thereof is and shall remain in Rental Stop. Equipment shall not become a part of any building by being placed therein or by being annexed thereto. Rental Stop shall have the privilege at all times to enter any job, building, or location where the Equipment is being used for the purpose of inspection. Rental Stop may terminate the Rental Agreement at any time without advance notice if considered necessary to protect Rental Stop's interests, in Rental Stop's sole discretion. When Equipment is not in use, it will be kept in a protected area securely stored and locked. Renter shall have no right to transfer, assign, or sublease any Equipment or remove it from the location specified in this Rental Agreement without written consent of Rental Stop. Renter shall give Rental Stop immediate notice of any levy attempted upon any Equipment or if a rented item becomes subject of seizure.
6. Use of Equipment. Renter agrees that Equipment shall be used solely in the course of Renter's business, within Renter's possession and under its control, will be operated only by Renter or competent employees of Renter, who have obtained the required training for such Equipment, for the purposes for which the Equipment was intended by the manufacturer, and shall not be used beyond its normal capacity as set forth in its instruction manual. Renter warrants and agrees that all users, operators and supervisors of the Equipment are qualified, certified, and/or licensed, as applicable, operators in accordance with all applicable laws and industry standards, including but not limited to, OSHA, ASSE and ANSI. Renter shall comply with and conform to all municipal, state, and federal laws, industry standards and the manufacturer's instructions relating to the operation of the Equipment.

7. Malfunction. In the event any Equipment breaks down, fails to operate properly, malfunctions, or is otherwise defective ("Malfunction") Renter shall immediately cease use of the Equipment and notify Rental Stop. If such Malfunction is at no fault of Renter, Rental Stop, at its option, will (i) repair the Equipment; (ii) provide a replacement as soon as such comparable item becomes available; or (iii) terminate the Rental Agreement and return any unused rent previously paid by Renter. This is the exclusive remedy for Renter, and Rental Stop shall have no further obligations under this Rental Agreement or to Renter for any Malfunction. Renter hereby waives and relinquishes any and all claims and damages, both direct and indirect, including all consequential damages, against Rental Stop arising from any Malfunction. The Renter shall hereby be responsible for any Malfunction arising from Renter's misuse of the Equipment, as reasonably determined by Rental Stop.

8. Safety. Upon execution of this Rental Agreement by Renter, or upon later delivery of the Equipment unless immediately rejected, Renter represents, warrants, and agrees that the Equipment is (i) in good repair and operating condition and is in all ways acceptable; (ii) is appropriate for its intended use as set forth by the manufacturer; and (iii) was selected solely by Renter, not based on any recommendation by Rental Stop, for its intended purpose. Upon execution of this Rental Agreement, Renter has received, read, and understood the training requirements, instructions, user manuals, maintenance requirements, and other information, including all training required under applicable under EPA, OSHA, NFPA, ASSE and/or ANSI Standards, as may be applicable to the Equipment, regarding the proper and safe transportation, installation, fueling, use, maintenance, and storage. Renter shall fully comply therewith (including by using only ultra-low-sulfur diesel fuel and low-ash oil in all "Tier-4" diesel engines in compliance with the EPA's Tier 4 regulations). Renter shall provide proof of training for all users of the Equipment, if applicable, upon request by Rental Stop. Renter certifies it (i) is aware of the need to use all recommended and required safety equipment; (ii) will use Equipment only for its intended purpose, in a reasonable and safe manner; (iii) will give any required notice(s) to governmental authorities; (iv) will timely obtain all necessary licenses, authorizations, and approvals; (v) will advise all local utilities and cable companies before using any rented item prior to digging or disturbing ground surface; (vi) will immediately cease using any Equipment that breaks down, malfunctions, or proves defective; (vii) will ensure all users, operators and supervisors, regardless of employment status, are sufficiently trained to use the Equipment; and (viii) will ensure that all operators of the Equipment comply all terms under this Rental Agreement. **INHERENT DANGERS WARNING: LIFTS, SCAFFOLDS, VEHICLES, CRANES, TRACTORS AND EQUIPMENT USED FOR EXCAVATING, LOADING, HAMMERING, CUTTING, GRINDING, COMPACTING, DIGGING, NAILING, WELDING, SPRAYING, BREAKING, BORING, TOWING, AND SIMILAR ACTIVITY IS INHERENTLY DANGEROUS AND SHALL BE USED, MOVED, MAINTAINED, AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND LICENSED, INDIVIDUALS.**

9. Insurance. Renter shall protect Rental Stop with full insurance coverage in the form of a primary and non-contributory policy, said insurance to cover damage occasioned by fire, theft, flood, explosion, accident, act of God, or any cause, that may occur during the term of this Rental Agreement and to protect Rental Stop against public liability of any and every kind, with such insurance coverage to the limits of the state laws in which rented item is being used. Renter shall keep Equipment insured against all risks of physical damage, loss, or damage for not less than market value of the Equipment, such insurance is required whether provided by the LDW option or not. Renter shall carry bodily injury and property damage insurance for not less than a combined limit of \$500,000 for each occurrence. All such insurance shall insure both the Renter and Rental Stop, and Rental Stop is to be listed as additional insured under Renter's liability insurance. All insurance shall be with companies acceptable to Rental Stop and shall contain the agreement of the insuring company not to cancel the same until after at least 30 days' notice to Rental Stop or its assigns. Renter shall promptly deliver to Rental Stop evidence of said insurance.

10. Indemnity, Waiver. Rental Stop shall not be liable in any event to Renter, for any reason whatsoever, for any loss, delay, or damage of any kind or character resulting from defects in, inefficiency, or accidental breakage of Equipment, including the failure to repair Equipment if disabled, or furnish substitute Equipment. Rental Stop shall not be liable for the storage, damage, or loss of Renter's goods or property or any other goods or property carried, transported, or located on the Equipment, regardless of whether such loss is caused by the negligence of Rental Stop, its employees or agents. In the event of theft or vandalism, Renter shall immediately notify Rental Stop and shall immediately file a police report. Rental Stop's maximum liability for any action arising out of or relating to this Rental Agreement or the Equipment hereunder is limited to amounts actually paid by Renter to Rental Stop under this Rental Agreement.

RENTER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS RENTAL STOP AGAINST ALL LOSS, DAMAGE, EXPENSE, ATTEMPTED SEIZURE, AND PENALTY ARISING INCLUDING REASONABLE ATTORNEYS FEES, FROM ANY ACTION ON ACCOUNT OF ANY INJURY TO PERSON OR PROPERTY OF ANY CHARACTER WHATSOEVER OCCASIONED BY THE USE, OPERATION, HAULING, OR TRANSPORTATION OF ANY EQUIPMENT DURING THE RENTAL PERIOD. RENTER WAIVES ANY RIGHT TO CONTRIBUTION, APPORTIONMENT, AND/OR RECOUPMENT FROM RENTAL STOP FOR ANY CLAIMS MADE BY RENTER'S EMPLOYEES, WHETHER INVOLVING WORKERS COMPENSATION OR OTHERWISE, OR MADE BY THIRD PARTIES, REGARDLESS OF ANY FAULT THAT MAY BE ASSESSED AGAINST RENTAL

STOP. RENTER HEREBY WAIVES ANY AND ALL RIGHTS AND IMMUNITIES GRANTED TO EMPLOYERS UNDER OHIO WORKERS COMPENSATION LAWS PURSUANT TO THE OHIO CONSTITUTION ARTICLE II, SECTION 35 AND OHIO REVISED CODE SECTION 4123.74, AS MAY BE AMENDED.

11. Damage Waiver. In the event Renter has utilized the optional damage waiver, Renter's liability to Rental Stop for damage or destruction of the Equipment is limited to the terms contained in the damage waiver guide, a copy of which Renter acknowledges receiving. THE OPTIONAL DAMAGE WAIVER IS NOT INSURANCE OR A WARRANTY.

12. Warranty Disclaimer. RENTAL STOP IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE EQUIPMENT REFERENCED HEREIN. ALL RENTED ITEMS ARE PROVIDED "AS-IS." RENTAL STOP MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS AND/OR WORKMANLIKE PERFORMANCE) REGARDING ANY EQUIPMENT OR SERVICE PROVIDED BY OR FROM RENTAL STOP, NOR DOES RENTAL STOP MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH RENTER WAIVES. NO DESCRIPTIONS OR ADVERTISEMENTS BY RENTAL STOP CONSTITUTES REPRESENTATIONS OR WARRANTIES.

13. UCC Waiver. Renter waives any and all rights and remedies under the applicable Uniform Commercial Code, as well as any and all damages, including but not limited to incidental, consequential, special, and punitive damages against Rental Stop. Renter's obligations under this Rental Agreement are unconditional.

14. Default. If Renter (i) fails to pay any rental or other sum payable hereunder when due; (ii) becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship, or similar proceeding; (iii) ceases to do business; (iv) permits any damage or destruction of any Equipment; or (v) fails to comply with any term of this Rental Agreement, Rental Stop may immediately terminate the Rental without notice to Renter and repossess all Equipment wherever they may be found. Renter shall nevertheless remain liable for all sums then due and unpaid, expenses as may be expended in the repossession of Equipment, plus, including but not limited to (i) perform Renter's obligations, without being obligated to do so; (ii) seek all applicable relief in bankruptcy court; (iii) purchase new or used replacement of the Equipment; (iv) recover from Renter all amounts payable hereunder, including direct, indirect, incidental and consequential damages, costs, expert fees, expenses, reasonable attorney fees, unpaid present and future rent, and anticipated profit; (v) loss of rental revenue arising from any default; and (vi) pursue all other rights and remedies available at law and equity. Renter agrees to pay for all damage to Equipment resulting from improper use or abuse of Equipment upon receipt of invoices from Rental Stop. All remedies available to Rental Stop in this Agreement and in law and equity, shall be cumulative and not exclusive.

15. Jurisdiction, Venue, Waiver of Jury Trial. This contract shall be governed by the laws of the State of Ohio with jurisdiction and venue in Delaware County, Ohio. RENTER AND RENTAL STOP HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY. Renter shall pay all of Rental Stop's attorney fees and expenses, including experts, costs and court costs in connection with Rental Stop's enforcement of this Rental Agreement.

16. Miscellaneous. This Rental Agreement and any addenda attached hereto, including the Customer Safety Disclosures, Agreement for Aerial Equipment Rentals, if applicable, and the LDW, if applicable, represent the entire agreement between Renter and Rental Stop. This Rental Agreement supersedes all other agreements between Renter and Rental Stop and representations, including but not limited to Rental Stop's website and all advertising. Upon termination of this Rental Agreement, Sections 6, 7, 8 and 9 shall survive such termination for any applicable statute of limitations or any tolling thereof. The terms of this Rental Agreement are severable. If any provision of this Agreement is in violation of applicable law, then such provision shall be deemed to be automatically reduced to the extent necessary to comply with the law without invalidating any other terms and provisions of this Rental Agreement. There are no third-party beneficiaries hereto. Copies, whether facsimile, digital, or photocopied, of this executed Rental Agreement shall be treated as if the original. Any electronic signatures affixed hereto shall be treated as original, "wet ink" signatures. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to Renter personally, sent by mail at the address set forth on the first page of this Agreement, by facsimile, or by email.

RENTER: _____

AUTHORIZED SIGNATURE: _____

DATE: _____