

Rental Terms and Conditions:

1. The Renter shall keep and maintain the rental equipment during the terms of the rental at his own cost and expense. Renter shall keep the equipment in a good state of repair, normal wear and tear expected.
2. Renter is responsible for all charges due in full at the commencement of the Rental Period using an authorized credit card. Renter consents to the reservation of credit information for any estimated charges that may further occur during the rental and authorizes Redmond's to process all amounts due on Renter's Card. All charges are subject to audit, and either party will promptly pay to or credit the other party for any necessary adjustments or corrections to charges as a result of the audit. Renter must notify Redmond's in writing of any disputed amounts, including credit card charges, within twenty-five (25) days after receipt of Redmond's rental contract/invoice, or Renter will be deemed to have irrevocably waived its rights to dispute such amounts. Renter will also pay all direct costs of collection, including attorney fees, and interests at the highest rate permitted by law on any past-due amounts.
3. Renter agrees Redmond's has no control over the manner in which the Equipment is operated during the Rental Period. Renter warrants that: (a) Redmond's is not responsible for providing operator or others training, a copy of the equipment manual will be provided on request as available; (b) Renter will: (I) use the Equipment for its customary purpose, in compliance with all operating and safety instructions, (II) immediately discontinue use of Equipment if it becomes unsafe or in a state of disrepair, and (III) not use equipment in a negligent, unauthorized, or abusive manner, (c) The Equipment will be kept in a secure location; (d) Renter will maintain possession of the Equipment and will not sublease, sell the Equipment, or assign this Agreement; (e) Renter will not aid in the vandalism or theft of the Equipment; (f) Renter will not rent the Equipment upon the basis of false or misleading information; (g) Renter will not operate the Equipment while intoxicated or under the influence of any substance that impairs Renter's ability to operate the Equipment; and (h) Renter will not remove, operate, or utilize the Equipment outside the agreed, above mentioned Rental Location.
4. Renter will maintain proper fuel, oil or lubrication levels in or on the Equipment; and Renter further agrees to perform routine inspections on the Equipment, including inspections on leaks, cooling systems, cutting edges, and cleaning in accordance with the manufacture's specifications. An equipment manual can be provided on request if available.
5. **Equipment Return.** On or before the date and at the time specified in the Agreement, Renter will return the Equipment to the Redmond's location where the Equipment was rented in the same condition as when rented. If the Equipment is not returned at the expiration of the Rental Period or if Redmond's determines that the equipment is no longer in the Renter's possession, Renter will be deemed unlawfully in possession of Equipment, and Redmond's may, among other remedies, seek the issuance of a warrant for the arrest of Renter or any other person in possession of the Equipment.

Special Notice. The Equipment may be equipped with a tracking device that enables Redmond's to monitor the Equipment's location (determined by GPS). Redmond's may use this information for purposes including: (I) locating lost or stolen Equipment; and (II) enforcing the terms of this Agreement.

6. Renter is responsible for all loss of and damage to Equipment (Including loss or damage due to normal use and damage caused by theft, abuse, misuse, neglect or intentional acts). The Renter shall pay Redmond's full compensation for the replacement and/or repair of any equipment which is not returned because it is lost or stolen, or any equipment which is damaged and in need of repair, to put it in the same condition as the time of rental, normal wear and tear excepted. The invoice for replacement or repair, by Redmond's, is conclusive as to the amount Rentershall pay under this paragraph for repair or replacement. The Repair Cost will not exceed the fair market value of the Equipment and applicable fees. All maintenance and repairs must be performed by Redmond's or their affiliate.

7. The Renter shall not remove the equipment from the address of the Renter, or the location shown herein as the place of use of the equipment without prior written approval of Redmond's Mulch and Stone World. The Renter shall inform Redmond's on demand of the exact location of the equipment while it is in the Renter's possession.

8. The equipment shall be delivered to Renter and returned to Redmond's at Renter's risk, cost and expense. If a periodic rental rate is charged by Redmond's, rental charges are billed to the Renter for each period or portions of the period from the time the equipment is delivered to Renter until its return. If a term rental rate is charged by Redmond's, rental charges are billed to the Renter for the full term even if the equipment is returned before the end of term. If the equipment is not returned during or at the end of the term, then the rental charges shall continueona full-term basis for any additional term or portion thereof until the equipment is returned.

9. No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by Redmond's does not constitute a waiver of any rights Redmond's has under the rental agreement.

10. The Renter shall allow Redmond's to enter the Renter's premises where the rental equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rental equipment. If the Renter is in default of any terms and conditions of this agreement, Redmond's, and their agents, at Renter's risk, cost and expense, may at any time enter Renter's premises where the rental equipment is stored or used at all times and recover the rented equipment.

11. DURING THE RENTAL PERIOD, RENTER ASSUMES ALL RISKS ASSOCIATED WITH AND FULL RESPONSIBILITY FOR THE POSSESSION, CUSTODY AND OPERATION OF THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, RENTAL CHARGES, RENTER TRANSPORT, LOADING AND UNLOADING, PROPERTY DAMAGES AND DESTRUCTION, LOSSES, PERSONAL INJURY, AND DEATH. RENTER EXPRESSLY ASSUMES ALL RISK OF DAMAGE TO THE EQUIPMENT.FAILURE TO RETURN THE TOOLS AND LARGE EQUIPMENT COULD LEAD TO RENTER BEING PROSECUTED FOR A CRIME.RENTER IS RESPONSIBLE

FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO OTHERS RESULTING FROM USE OR OPERATION OF THE EQUIPMENT.

12. Redmond's makes no warranty of any kind regarding the rental equipment, except that Redmond's shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after RENTER returns the non-conforming equipment.

13. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, RENTER HEREBY INDEMNIFIES, RELEASES, AND HOLDS REDMOND'S HARMLESS FROM AND AGAINST ALL CLAIMS LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), LIABILITIES AND DAMAGES (INCLUDING PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) ARISING OUT OF: (I) ALL CLAIMS BY OR AGAINST THE HOME DEPOT ARISING OUT OF RENTER'S OPERATION OF THE EQUIPMENT; AND (II) ALL CLAIMS BY OR AGAINST REDMOND'S ARISING OUT OF RENTER'S FAILURE TO COMPLY WITH ALL TERMS OF THIS AGREEMENT. RENTER'S INDEMNITY OBLIGATION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, RENTER AGREES THAT THIS CLAUSE WILL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT THAT RENTER'S STATE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY. (a) NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT TO THE CONTRARY, REDMOND'S WILL NOT BE LIABLE TO RENTER, AND RENTER WAIVES ANY CLAIM AGAINST REDMOND'S FOR LOST USE, LOST PROFIT, LOST REVENUE, LOST SAVINGS, LOST REPUTATION, LOSS OF PRODUCTIVITY, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATED TO THE RENTAL, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT.

14. Failure to Extend Rental Period: To extend the Rental Period, Renter must obtain Redmond's written approval prior to the expiration of such Rental Period. Should Renter fail to return the Equipment prior to the expiration of the Rental Period or fail to return the Equipment in as good order and condition as when received, Renter will be in default of this Agreement. Renter expressly agrees and hereby authorizes Redmond's to charge to the Renter Card, all amounts shown on the front page of this Agreement, and all charges subsequently incurred by Renter under or related to this Agreement, including but not limited to: (A) extension of the Rental Period; (B) any charges incurred in connection with the recovery of the Equipment; (C) any charges incurred for failure to return the Equipment, INCLUDING, WITHOUT LIMITATION, ADDITIONAL RENTAL FEES OR EQUIPMENT REPLACEMENT FEES (less any paid Additional Rental Fees). To the extent required by applicable payment card network rules, Redmond's will obtain Renter's additional authorization to charge Renter Card, if applicable, for any insurance costs related to Equipment loss, theft, or damage during the Rental Period. (c) Payments. Renter can withdraw authorization to pay the Additional Rental Fees on a weekly recurring payment at any time, and make alternative arrangements to pay the Additional Rental Fees. Redmond's is authorized to obtain updated card account information from the card issuer. Renter agrees that a service charge of 1.5% per month, or the maximum rate permitted by law, will be assessed on all delinquent accounts, until paid in full. Deposits will be returned only after all the amounts payable to Redmond's are paid in full. If Renter's payment towards the account is returned, denied, or

otherwise unable to be processed, the balance due may be sent to a 3'd party collection agency on the 31st day after the expiration of the Rental Period. (d) No Notice. RENTER HEREBY AGREES THAT RENTER IS NOT ENTITLED TO NOTICE OF DEFAULT OR NOTICE OF ANY ACTION OF ENFORCEMENT BY THE HOME DEPOT OTHER THAN WHAT IS EXPRESSLY PROVIDED FOR UNDER THIS AGREEMENT. Should Redmond's fail to meet any of its obligations under this Agreement, Renter's only remedy is repair or replacement of the Equipment or a rental charge adjustment at Redmond's sole discretion.

15. The Renter shall pay all reasonable attorney and other fees, the expenses and costs incurred by Redmond's in protection of rights under this rental agreement and for any action taken by Redmond's under this rental agreement.

16. These terms are accepted by the Renter upon delivery of the terms to the Renter or the agent or other representative of Renter.