

EQUIPMENT RENTAL TERMS AND CONDITIONS

David's Uplifting Ventures, LLC dba Helping Hand Tool Rental ("DUV") rents to Customer, whose name and address is listed on the Helping Hands Tool Rental Equipment Rental Quote ("Quote"), the equipment described on page one of the Quote ("Equipment"). The Quote and these Equipment Rental Terms and Conditions consist of the entire agreement between Customer and DUV (the "Agreement"), and the Equipment Rental Terms and Conditions are hereby incorporated by reference into the Quote and both are binding on the Parties.

1. **OWNERSHIP.** The Equipment is the property of DUV and shall be returned by Customer to DUV's principal office, which shall be provided by DUV upon request and may be changed from time to time ("DUV Site Location") or, at DUV's option, may be picked up by DUV at the original drop-off location where DUV dropped the Equipment off to Customer, at the end of the rental term in the same condition as when received by Customer, ordinary wear and tear excepted.

2. **POSSESSION.**

2.1 **Breach.** The following are material breaches of this Agreement. In the event of the occurrences of a material breach of this Agreement, in addition to any other rights and remedies of DUV, DUV is entitled to immediate possession of Equipment, which Customer agrees to provide at the DUV Site Location:

- (a) Customer fails to make any payment required under the Agreement within the time prescribed therein;
- (b) Customer attempts to sell or encumber the Equipment;
- (c) Customer ceases operation, or institutes or has instituted against Customer proceedings under bankruptcy or insolvency law;
- (d) Customer makes an assignment for the benefit of creditors;
- (e) Customer fails to comply with any provision of the Agreement;
- (f) If any attachment, execution or writ is levied against the Equipment as a result of Customer's action or inaction; or
- (g) DUV reasonably determines that the Equipment is being stored or used in an unsafe condition or manner.

2.2 **Recovery.** If any of the circumstances enumerated above in Section 2.1 shall occur, Customer grants an irrevocable right to DUV to enter onto any property Customer is permitted to enter or has access to where the Equipment is located and take immediate possession thereof without prior notice to Customer ("Right to Recover Possession").

2.3 **Recovery Charges.** In the event the Right to Recovery Possession is effectuated by DUV, Customer shall pay: (a) all rental fees then due and owing; (b) the cost of any damage or injury to the Equipment; (c) the cost of removal and recovery of possession; and (d) all transportation costs resulting from the recovery of the Equipment. Notwithstanding the following, nothing herein shall limit DUV's legal or equitable rights to enforce the Agreement and seek recovery from Customer.

2.4 **Damage Charges.** In the event that Customer damages the Equipment during the term of the rental, Customer shall pay, and hereby authorizes DUV to charge the Customer using the card on file for Customer, for: (a) the full cost to repair any damage to the Equipment, or if the Equipment is damaged beyond repair, the full replacement value of the Equipment; (c) the cost of removal and recovery of the Equipment if DUV exercises its rights under Section 2.3; (d) all transportation costs resulting from the recovery of the Equipment; and (e) any other fees and costs incurred by

DUV as a result of the damage. Notwithstanding the following, nothing herein shall limit DUV's legal or equitable rights to enforce the Agreement and seek recovery from Customer.

All remedies of DUV listed in this Agreement are cumulative and not exclusive of any other right/remedy that DUV may have at any point during the term of this Agreement or may otherwise have at any time.

3. **TERMS.**

3.1 **Charges.** Customer shall pay all rental and other related charges in accordance with the Agreement.

3.2 **Transportation.** In the event that DUV makes arrangements for transportation of the Equipment on behalf of Customer, DUV shall not be responsible for any delays in arrival or pick-up of Equipment.

3.3 **Invoice Payment.** Invoices for payment shall be provided to Customer. Customer shall make payment in full on or before 30 days after the invoice date or as otherwise communicated by DUV, whether or not the delivery of Equipment has been made. Failure to pay as set forth above is a breach of this Agreement and relieves DUV from any obligation to provide the Equipment to Customer. After any breach, DUV may require full payment in advance for any future delivery of Equipment to Customer.

3.4 **Delinquent Invoices.** Invoices unpaid by Customer for more than 30-days from the date of any Invoice shall incur interest at the rate of 18% per annum, or at the highest rate allowed by applicable law.

3.5 **Price Increases.** Quoted prices are subject to a 5% per annum increase, at the sole discretion of DUV.

3.6 **Lien.** To the extent allowed by law, Customer authorizes DUV or any other agents on behalf of DUV to take any and all actions to create, perfect, defend and foreclose on a construction lien or otherwise exercise its construction lien rights as part of this Agreement, in accordance with all applicable federal, state, or local laws, including, but not limited to, providing a notice of commencement, notice of furnishing, filing any and all instruments as may be necessary or appropriate to attach and perfect its lien rights, and commencing any action, including a lien foreclosure action, as may be necessary to enforce any applicable lien rights.

4. **USE OF EQUIPMENT.**

4.1 **Use.** Customer shall use the Equipment only for its intended use without modification or addition to the Equipment and only within the design operating range and design of the Equipment. Customer shall be solely responsible for the operation of the Equipment and shall utilize competent and trained personnel in a safe and cautious manner consistent with accepted industry practice. Customer will be responsible for accessing and reviewing all Equipment manuals and necessary safety documents from the manufacturer of the Equipment before use, and for following the same during use, and in no way shall DUV be responsible for failing to provide the same to Customer.

4.2 **Liens and Encumbrances.** The Equipment is and shall remain personal property even if installed in or attached to real property. Customer shall keep the equipment at all times free and clear from all liens and encumbrances, except as may be placed by DUV. Customer shall give DUV immediate notice of any attachment or other judicial process affecting any article of the Equipment. Customer will not allow any other indicia of

ownership or other interest in the Equipment to be placed on the Equipment. Customer shall not make any alterations or improvements to the equipment without DUV's prior written consent.

5. INSPECTION AND REPAIRS.

5.1 Inspection by Customer and DUV. At the time of delivery, Customer will inspect the Equipment upon delivery and before it is unloaded, and DUV may, but is not required to, inspect the Equipment at the time of delivery as well. Customer must note in writing all visible damage before Equipment is unloaded. Except as to damage that is concealed at the time of inspection, Equipment unloaded without written record of damage shall be deemed to be conforming goods and to be delivered in good condition. Concealed damage must be noted by the Customer in writing and must be reported to DUV within 2 days of delivery, and if Customer fails to do so within the 2-day window, then the Materials are conclusively determined to be in good condition and any claim for concealed damage or other damage or defect, is irrevocably and knowingly waived.

5.2 Damage and Repair. If the Equipment is found by Customer at delivery to not be in good condition as a result of conditions not the responsibility of Customer pursuant to the Agreement, Customer will promptly notify DUV, and DUV, at its sole option and discretion, may (a) repair or suitably replace the Equipment by delivering Equipment to the delivery location designated by DUV, or (b) recover the Equipment and terminate the Agreement by refunding Customer any deposit or prepayment of future rental charges. Customer shall have no other remedy at law or equity in such instance. Customer agrees to provide full access to the Equipment to DUV so as to enable DUV to meet its responsibilities hereunder.

5.3 Pick Up Inspection by DUV. DUV will perform an inspection of the Equipment at pick up and If the Equipment is found by DUV at pick up to be damaged or not be in good condition, except for normal wear and tear, which shall be determined at the sole discretion of DUV, DUV may charge Customer for any necessary charges for repair or replacement of the Equipment, or any other charges authorized under Section 2.4.

6. MAINTENANCE.

6.1 Service. Unless otherwise provided, Customer shall be responsible for keeping all Equipment furnished by DUV under the terms of this Agreement in good condition including, but not limited to necessary adjustments to keep the Equipment in good working order during the rental term of the Agreement. At the termination of this Agreement, the Customer shall return the Equipment furnished by DUV in a state of good condition and without damage or disrepair beyond any normal wear and tear expected by normal industry standards. Customer shall be responsible for all repairs and replacements as necessary during the term of this Agreement, unless Customer cannot repair the Equipment under Section 6.3 below, and all replacements shall immediately become the property of DUV. In the event that the Customer returns Equipment in a state of damage or disrepair to DUV at the end of the rental term, the Customer shall be responsible for paying DUV for the cost of replacement or repair of the Equipment within 30 days after the end of the rental term.

6.2 Storage. The Equipment shall be stored in a safe and secure location by Customer.

6.3 Operation Failure. If the Equipment fails to operate properly, or if it requires repair beyond the ability of Customer, Customer shall immediately cease using the Equipment and promptly notify DUV of this circumstance.

6.4 Loss of Use. In addition to the cost of replacement and repair of the Equipment above, if the Equipment is returned to DUV

in a condition that prevents and/or delays subsequent rental of the Equipment as a result of the Customer' use, misuse or failure to adequately maintain the Equipment, Customer shall pay to DUV the Equipment rental fee for such time period until the Equipment is restored or repaired for DUV's intended use or subsequent rental of the Equipment.

7. INDEMNIFICATION HOLD HARMLESS. To the fullest extent permitted by law, the Customer agrees to indemnify, defend, pay on behalf of, and save harmless DUV, its subsidiaries and affiliated companies, their officers, agents, and employees from and against all loss, liability, expense (including reasonable attorney fees) arising from any claim of bodily injury and/or property damage sustained by any person(s) or entity including but not limited to employees of Customer as a result of the use or misuse of Equipment or breach of the Agreement by Customer, intentional or negligent acts and omissions of Customer, or violation of any federal, state, or local law, rule, or regulation by Customer, whether such claim or cause of action is alleged to be due to any negligence of DUV or any other person(s) or entity.

8. CUSTOMER REPRESENTATION AND WARRANTY. Customer warrants and represents that he or she is the sole user of the Equipment rendered during the term of this Agreement, and that Customer has the requisite knowledge and skill to use the Equipment safely and in compliance with the manufacturer's instructions and recommendations. Customer warrants and represents that it shall limit its use of the Equipment to personal use, and if using the Equipment for a business purpose, will immediately notify DUV of such. If Customer desires to use the Equipment for a business purpose, DUV reserves the right to immediately terminate the Agreement, or to require Customer to obtain insurance to the adequate satisfaction of DUV, which shall be obtained by Customer immediately upon notification, and Customer will be required to add DUV as an additional insured on such insurance coverage.

9. TAXES. Customer shall be responsible for and shall pay all local, municipal, and/or State taxes that shall be imposed upon the Equipment rendered during the term of this Agreement, if any. Sales/use tax is not included but will be added to the invoice unless DUV is provided with the proper exemption form(s) by Customer. Customer agrees to indemnify and hold DUV harmless from all liability incurred in connection with any or all taxes.

10. MISCELLANEOUS.

10.1 Compliance with law. Customer shall, at its sole expense, comply with all applicable local, state, and federal laws, rules, and regulations related to the use of the Equipment and shall defend, indemnify and hold harmless DUV, its subsidiaries and affiliated companies, their officers, agents, and employees from and against any loss, liability or expense resulting from any actual or asserted violation of such laws, rules, and regulations.

10.2 No assignment. There shall be no assignment of the Agreement by Customer without the prior written approval of DUV. Any assignment of the Agreement shall not relieve Customer of its obligations under the Agreement.

10.3 Limited Warrant/Limitation of Damages. DISCLAIMER OF IMPLIED WARRANTIES: DUV MAKES NO WARRANTY WHATSOEVER REGARDING THE GOODS, INCLUDING ANY (1) WARRANTY OF MERCHANTABILITY; (2) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (3) WARRANTY OF TITLE; OR (4) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY

REPRESENTATION OR WARRANTY MADE BY DUV, OR ANY OTHER PERSON ON DUV'S BEHALF.

- 10.4 **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
- 10.5 **Venue.** The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the DUV Site Location is located and the parties waive any right to a jury trial.
- 10.6 **Construction and Captions.** The parties acknowledge that the parties have the right to reviewed and comment on the Agreement and that the normal role of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any Party.
- 10.7 **Entire Agreement.** The Agreement constitutes the sole and entire agreement between the Parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
- 10.8 **Amendments.** The Agreement may be amended, modified or altered at any time upon the approval of the Parties; however, any such amendment must be in writing and signed by all Parties in order for such amendment to be of any force and effect.
- 10.9 **Partial Invalidity.** In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the Parties.
- 10.10 **Counterparts.** The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
- 10.11 **Authority.** Each person(s) executing the Agreement as an agent or in a representative capacity warrant that he or she is duly authorized to do so.
- 10.12 **Setoff.** No amounts due or to become due from Customer will be subject to setoff by Customer for claims or amounts due to Customer, regardless of whether arising out of this Agreement or otherwise. If DUV takes any action to enforce any provision of this Agreement because of a default by Customer, Customer will pay DUV's reasonable attorneys' fees and costs, and any costs of collection incurred.
- 10.13 **Waiver.** Waiver by DUV of any provision of this Agreement will not affect DUV's rights to require strict performance thereafter.