

TERMS AND CONDITIONS

1. INSPECTION. Lessee acknowledges that Lessee has had an opportunity to personally inspect the equipment, and finds it suitable for Lessee's needs and in good condition, and that Lessee understands its proper use. Lessee further acknowledges Lessee's duty to inspect the equipment prior to use and notify Lessor of any defects.

2. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify Lessor who will replace the equipment with similar equipment in good working order, if available. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise.

3. WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESSED OR IMPLIED. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR LESSEE'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS.

4. POSSESSION/TITLE. Lessor owns the Equipment, and title in and to all of it will remain Lessor's at all times. Lessee is entitled only to use and possess the Equipment for the Rental Period; subject to the terms of this Contract. If Lessee retains any of the Equipment beyond the agreed Term without Lessor's express written consent, Lessee will be deemed to have materially breached this Contract. Lessee will not take, grant or permit the taking of any (and Lessee hereby waives any and all) liens or other similar claims on any portion of the Equipment, and Lessee will take such actions as may be necessary, at Lessee's sole cost and expense, to ensure that any and all such liens are released as soon as possible.

5. INDEMNIFICATION (New York). To the fullest extent permitted by law, Lessee agrees to indemnify and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor for Lessor's own negligence, but it is hereby agreed that Lessor's liability for damage caused by Lessor's negligence shall be limited to the amount of Lessor's liability insurance. The indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations.

This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

INDEMNIFICATION (All Other States). To the fullest extent permitted by law, Lessee agrees to indemnify and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify Lessor for any claim caused by or resulting from the sole negligence or willful misconduct of the Lessor, the Lessor's agents, servants, or independent contractors who are directly responsible to the Lessor. The indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations.

This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

6. ASSIGNMENT AND SUBLETTING. Lessor may, at Lessor's sole option, assign all or any portion of Lessor's rights and/or remedies under this Contract without Lessee's consent. **LESSEE MAY NOT ASSIGN LESSEE'S RIGHTS OR REMEDIES UNDER THIS CONTRACT, NOR MAY LESSEE SUBLEASE OR LOAN ANY OF THE EQUIPMENT TO ANY THIRD PARTY WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. ANY SUCH ATTEMPTED ASSIGNMENT OR SUBLEASE BY LESSEE WILL, AT LESSOR'S OPTION, BE DEEMED VOID AB INITIO.**

7. ASSUMPTION OF RISK. Lessee acknowledges that the possession, use, transportation and/or storage of the Equipment may give rise to the risk of personal injury and/or property damage. **LESSEE VOLUNTARILY ASSUMES ALL SUCH RISK AND RELEASES AND DISCHARGES LESSOR AND THE EQUIPMENT FROM ANY AND ALL LIENS, LIABILITIES AND CLAIMS ARISING IN CONNECTION WITH THE SAME, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH LESSOR'S NEGLIGENCE (OTHER THAN LESSOR'S INTENTIONAL MISCONDUCT).**

8. PROHIBITED USES. Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract. (a) Use for illegal purpose or in illegal manner. (b) Use when the equipment is in bad repair or is unsafe. (c) Improper, unintended use or misuse. (d) Use by anyone other than Lessee or his employees, without Lessor's written permission. (e) Use at any location other than the address furnished Lessor without Lessor's written permission. (Does not apply to mobile equipment.)

9. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT. Lessor may assign his rights under this contract without Lessee's consent, but will remain bound by all obligations herein. Lessee may not sublease or loan the equipment without Lessor's written permission. Any purported assignment by Lessee is void.

10. TIME OF RETURN. Lessee's right to possession terminates on the expiration of the rental period ("Due In" date & time) and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.

11. LATE RETURN. Lessee agrees to return the rented goods during Lessor's regular store hours, upon expiration of the rental period ("Due In" date & time). Lessee agrees that if the rented goods are held beyond the expiration of the rental period ("Due In" date & time) as designated in the contract, the daily rate as indicated on the contract shall be the agreed contractual rate for the entire period, notwithstanding any lesser periodic rate.

12. DAMAGED, DIRTY, OR LOST EQUIPMENT. Lessee agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of the Lessor. Lessee also agrees to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen goods. Equipment lost, stolen or damaged beyond repair will be paid for at its current list price. The cost of repairs will be borne by Lessee, whether performed by Lessor, or, at Lessor's option, by others.

13. TIME OF PAYMENT. Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.

14. COLLECTION COSTS. Lessee agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of Lessor's rights under this contract.

15. REPOSSESSION. Upon a failure to pay rent or other breach of this contract, Lessor may terminate this contract and take possession of and remove the goods from wherever they are, and Lessor and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.

16. INSPECTION OF TRAILER HITCH. Lessee agrees to inspect the trailer coupling mechanism and safety chain before leaving Lessor's premises. Lessee also agrees to inspect the equipment periodically (every 100 miles) and to maintain the coupling and chain in a safe and secure condition.

17. SEVERABILITY. The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

18. LOADING AND UNLOADING EQUIPMENT. Lessee is responsible for loading and unloading equipment. If Lessor's employees assist in loading or unloading the equipment, Lessee agrees to assume the risk of, and hold Lessor and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Lessor.

19. PROPERTY DAMAGE. Not responsible for any damage whatsoever as a result of on-the-job deliveries or pick up by Lessor.

20. FEES, LICENSES, PERMITS, TAXES AND FINES. The Lessee shall be solely responsible for payment of any fees, licenses, permits, taxes or fines, required by or resulting from the Lessee's use or operation of the vehicle/equipment & Tents.

21. UNDERGROUND FACILITIES. Lessee agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of Lessor's work crews. Lessee assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities, Lessee must call one week prior to installation.

22. EQUIPMENT FAILURE. In the event any of the Equipment fails to start, breaks, malfunctions, becomes unsafe or is in need of maintenance or repair, Lessee agrees to immediately discontinue use, notify Lessor, and if directed to do so, return the Equipment to Lessor. Lessee further agrees Lessee will not repair or have anyone else repair any Equipment. Failure to timely notify Lessor will result in Lessee being charged for all Time Out.

23. FUEL SURCHARGE. Equipment with gas/diesel engines must be returned full of fuel or Lessee will be charged at the current Lessor's rate.

24. SITE PREPARATION. If Lessor has agreed to deliver any Equipment, Lessee agrees to have the Site clean and ready for the delivery and installation or dismantling and retrieval, and Lessee agrees to pay an additional charge for any delay incurred, or additional labor performed by Lessor resulting from Lessee's failure to timely do so.

25. INSURANCE. The Lessee agrees to purchase the following insurance coverages and to furnish to Lessor certificates of such insurance within ten (10) days from the date of Lessee's execution of this agreement and before taking delivery of the equipment. These certificates should certify that the Lessee is protected on the work with: A. Worker's compensation and employer's liability insurance, with limits at least the statutory minimum or \$1,000,000, whichever is greater; B. Primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; C. Excess/umbrella non-contributory insurance in the amount of at least \$5,000,000; Lessee's policy must be endorsed so that it is primary to all of Lessor's insurance policies. D. Inland marine/all-risk physical damage and Hired Car Physical Damage insurance to cover the full insurance value of the Equipment, including any boom or attachment, for its loss or damage from any and all causes, including but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the rental term. The valuation of the Equipment is listed under the heading of "Replacement Cost", and the parties agree that this is the actual value of the Equipment for the purposes of fixing the Equipment's insurable value. E. All policies are to be written by insurance companies acceptable to the Lessor; F. The Lessor is to be included as an additional insured on all liability insurance policies, including automobile and umbrella/excess (ISO Form CG 20 10 10 01, ISO CG 20 37 10 01, CG 20 28 07 04, and CG 20 34 03 97 must be used); Lessee shall name Lessor as loss payee on all insurance policies, including Hired Car Physical Damage for the full value of the equipment / vehicle. Also, the Lessor is to be named as an additional insured on all liability insurance certificates. Lessee shall provide all such liability insurance certificates to Lessor; G. All policies shall be endorsed to require the insurer to give thirty (30) days advanced notice to Lessor prior to cancellation; H. All policies shall be endorsed to provide Waiver of Subrogation. Lessee hereby agrees to waive any and all right of subrogation and any and all lien rights which may accrue to it or its insurers.

In the event of loss, proceeds of property damage insurance on the equipment shall be made payable to Lessor. Lessee's agreements to indemnify and hold harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions.

To the extent that the Lessee may perform under this lease without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against Lessee.

26. DAMAGE WAIVER. If Lessee pays the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, Lessor agrees to modify the terms of this contract and relieve Lessee of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, windstorm, upset and riot. Lessor excludes from the waiver, however, any loss or damage due to theft, burglary, collision, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to Lessee's failure to care for the rental item(s) as a prudent person would his/her own property, such as proper lubrication. In addition, if the item(s) rented is a truck, Lessee is not relieved of liability of accidental damage for the truck container (box) caused by striking a stationary object. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that Lessee must file a report to the proper law enforcement authorities and furnish Lessor a copy. In addition, if Lessee has insurance for the loss or damage, Lessee shall exercise, and shall empower Lessor to exercise, all Lessee's rights to obtain recovery under insurance, shall cooperate with Lessor to obtain recovery and all insurance proceeds shall be given or assigned to Lessor.

27. WAIVER OF JURY TRIAL. Each party waives its right to a jury trial of any claim or cause of action based on or arising out of this agreement or the subject matter hereof. This waiver pertains to all disputes that may relate to the subject matter hereof, including, without limitation, contract, tort, breach of duty, and all other common law and statutory claims, and will not be subject to any exceptions. Each party (A) understands that this is a waiver of important legal rights and (B) acknowledges that he/she/it has had a reasonable opportunity to discuss this waiver and its effects with legal counsel. Accordingly, each party knowingly, voluntarily, irrevocably and unconditionally waives its jury trial rights.

A LARGER FONT COPY OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.