

TERMS AND CONDITIONS OF RENTAL CONTRACT - THE RENTAL SHOPPE

For good and valuable consideration, you and The Rental Shoppe, LLC (also referred to herein as "TRS," "Lessor," "we," "us" and "our") agree as follows:

1. DEFINITIONS: As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions, "Rented Item(s)" or "Item(s)" means the item(s) provided (rented or if specifically set forth on P.1, sold) to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section [or §] 5 below); "Site" means the address set forth on P.1 where the Item(s) is/are to be delivered and/or used; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer," "Lessee" and/or "Guarantor" (as applicable) identified on P.1.

2. TRANSACTION: You agree to rent from TRS the Rented Item(s) for the period(s) specified on P.1 (the "Term"), to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all losses, injuries and damages of, to or arising from such Item(s), until all Rented Item(s) is/are returned to and accepted by TRS in the return condition required under this Contract (including § 6). Unless otherwise specifically agreed by TRS, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period (zero hours for any and all uncharged-for periods), and otherwise in accordance with the terms of this Contract. Additional Rent at our highest incremental rate will be charged for improper/late returns and overuse. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder for time in transit, Act(s) of God, event(s) of *force majeure* or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed by TRS in writing, you agree: (a) to pay us: (i) the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"); and (ii) all other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; and (iv) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.

3. TITLE: Except with respect to Rented Items TRS rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), TRS owns and will retain title to all Rented Items at all times. **You will have exclusive control over the Rented Item(s) during the Term; subject however,** to your obligation to fully and timely comply with this Contract at all times. You **SHALL NOT:** (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) **loan, share, transfer, sublease, store, surrender or assign any Rented Item(s) or this Contract, without our prior written consent (in our sole discretion).** TRS may, from time to time, substitute Rented Item(s) and/or sell or assign all or any part of its interests in one or more Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of TRS or any TPO.

4. DELIVERY AND RETRIEVAL: If we agree to deliver and/or retrieve any Item(s), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for delay(s) caused by any acts or omissions of/by you, your agents, employees or contractors, or any other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless TRS, its agents, employees, and contractors. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives and/or delivery personnel regarding the same (including status, condition, quality, utility, defects, and quantities of or with respect to the Item(s) and the Site).

5. INSTRUCTIONS: Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and fully understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, UL, ASSP, DOT, FMCSA, IFTA, ANSI and other standards, applicable to the Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Ventilation, AWP/MEWP, training and familiarization, cleaning, and site assessment requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices (including **RESPIRATORY AND FALL PROTECTION**); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (Call 811 at least 2, but not more than 10 working days in advance); (vi) will immediately cease using any Item that is contaminated, damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract. You agree to notify: (A) the police and TRS in the event of any theft or accident involving any Rented Item(s); and (B) TRS if any of the other requirements of this § 5 shall be breached or proven incorrect or misleading.

6. SITE: You will ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Rented Item(s), to protect, properly maintain and care for each such Item at all times, to keep each such Item safely and securely stored and locked when not in use, and return each such Item to TRS on time at the end of the Term, complete, clean and free of contamination (including asbestos, beryllium, silica and pathogens), and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the proper fuel, fluids and lubricants. If you fail to do so, in addition to any other amounts specified on P.1, you will promptly pay to TRS: (a) Rent as provided in § 2 until all such Item(s) have been returned or replaced as required; and (b) all costs and expenses we may incur in connection with such failure. **You shall not,** nor shall you permit anyone else to: (i) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, **CANNABIS AND ALCOHOL**) or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item(s); (ii) violate any Instruction, law, insurance policy or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (iv) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Rented Item(s); or (v) take possession of or exercise control over any Rented Item(s), without our prior consent (in our sole and absolute discretion).

7. MALFUNCTIONS: In the event of a Malfunction (as defined in § 5), you will immediately notify TRS, and provided such Malfunction did not result from or in connection with: (a) any wrongful or negligent act or omission of/by you or anyone you permit to use or otherwise deal with any Rented Item; or (b) your breach of any provision of this Contract, The Rental Shoppe, LLC may, at its sole option: (i) repair the Malfunctioning Item; (b) provide you with a comparable Item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE.** Neither TRS nor any TPO shall have any other obligation(s) regarding Malfunctions, all of which you hereby waive.

8. NO WARRANTIES. TRS IS NOT THE MANUFACTURER OR DESIGNER of any of the Rented Item(s), all of which are provided "AS-IS". NEITHER TRS NOR ANY TPO MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY AND ALL WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, as well as any warranty(ies) arising from course of dealing, course of performance and/or usage of trade) regarding any Item(s) or Service(s) provided by or at the direction of TRS or any TPO, nor does TRS or any TPO make any warranty against INTERFERENCE OR INFRINGEMENT, all of which warranties you hereby waive. NO DESCRIPTIONS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY TRS OR ANY TPO.

9. WARNINGS: (A) THE RENTED ITEM(S) CAN BE DANGEROUS. EXERCISE EXTREME CARE, AND ENSURE THAT ALL RENTED ITEMS ARE USED, OPERATED AND OCCUPIED ONLY FOR ITS/THEIR INTENDED PURPOSE(S), BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED, INSTRUCTED, AND IF APPLICABLE, LICENSED, ADULTS; (B) Important consumer protections may not apply if this Contract indicates you are leasing the Item(s) primarily for agricultural, business or commercial use; and (C) TRS is neither the owner of the Site nor the owner's agent. TRS has no authority to direct, supervise, control, monitor or perform any work at the Site or your use of the Rented Item(s). You accept all responsibility for the manner, means and method of the work to be performed with the Rented Item(s) and the safety of all workers and the Site. YOU AGREE TO PROVIDE ALL APPLICABLE TRAINING, FAMILIARIZATION,

INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S) and ensure that each Item is supplied with proper levels and types of power, fuel, fluids and lubricants at all times, and is used reasonably, safely and only: (i) for its intended purpose; (ii) within its rated capacity; (iii) at the Site; and (iv) otherwise in full and timely compliance with this Contract and all Instructions at all times.

10. INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, ILLNESS, PRODUCTS LIABILITY, LOSS, PROPERTY DAMAGE, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, INSTALLATION, STORAGE, SERVICING, MAINTENANCE, CLEANING, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) **RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, THE RENTAL SHOPPE, LLC, EACH TPO,** their respective parents, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract, our negligence, and/or your breach hereof; and except only as provided in § 7, (C) **WAIVE** all rights, remedies and defenses available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.

11. INSURANCE: You agree to maintain all insurance we may require, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; (c) workers' compensation insurance; and (d) for all vehicles and trailers included with or in the Rented Item(s): (i) hired auto liability insurance with minimum limits of \$1,000,000; (ii) hired auto physical damage insurance for actual cash value; and (iii) replacement cost contents insurance for all contents thereof. Such policies shall, whenever possible: (i) name The Rental Shoppe, LLC as an additional insured and loss payee; (ii) waive subrogation against us and each TPO; (iii) be primary and non-contributory; and (iv) include such other provisions (including deductibles) as we may require. You irrevocably appoint TRS as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.

12. DAMAGE WAIVER: If and only if, we have offered, and you have paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for 80% of the repair/replacement costs for **physical damage** to Item(s) covered by LDW ("Covered Item(s)"); **except that, that you will remain fully liable for:** (a) intentional damage and all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) your breach of this Contract; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning, overloading and damage from falling objects); (iii) GPS and telematics systems, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs, fittings and hoses; (b) a deductible equal to the greater of: (i) \$200 or (ii) 20% of repair/replacement costs for Covered Item(s), per occurrence; and (c) all repair/replacement costs which exceed \$5,000 in the aggregate across all Rented Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 11. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

13. DEFAULT: Your Rental is a "net" rental. Your obligations under this Contract are absolute and unconditional, and will not be subject to any abatement, reduction, set-off or counterclaim. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any other agreement(s) ("Other Contract(s)") between you and TRS, and/or any of your obligations arising (i) hereunder or in connection (ii) herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business; if TRS shall deem itself insecure; or if any Rented Item(s) shall be lost or unless covered by LDW per § 12, damaged, you will be in default under this Contract and such Other Contract(s), whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) and/or your rights to use and possess the Rented Item(s); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, shut down, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations (i) hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available (i) hereunder, at law and/or in equity, all of which are cumulative.

14. DISPUTES: This Contract shall be governed by and enforceable under the laws of New York. Disputes arising in connection with this Contract and/or its subject matter, shall, at our option, be submitted to binding **ARBITRATION** in accordance with the Rules of the American Arbitration Association before a single arbitrator and in a location selected by TRS. Judgment on the arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely and exclusively in the federal, state, and local courts located in or nearest to, Albany County, NY (unless waived by TRS). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **EACH PARTY HEREBY WAIVES ITS RIGHTS TO: (A) PARTICIPATE IN ANY JOINT, COLLECTIVE OR CLASS ACTION; AND (B) TRIAL BY JURY.**

15. MISCELLANEOUS: You agree to fully and timely pay all taxes (including sales, use, and other taxes), tolls, fines, fees, assessments, and other charges related to each Item. If legal action is commenced in connection herewith, we will be entitled to recover our associated costs and expenses (including without limitation, attorneys' fees) from you if we prevail. To the maximum extent permitted under applicable law, you grant to TRS a lien on all real and personal property: (a) placed in or on; and/or (b) improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS systems) any Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be TRS's property. If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of *force majeure* (including fire, flood, storm, slide, earthquake, tsunami, war, terrorism, power surge or outage, epidemic, pandemic, and governmental and regulatory orders and actions), or other events, facts or circumstances beyond our reasonable control we will be excused from such performance. You waive all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (i) 18% per annum; or (ii) the highest rate permitted under applicable law until paid. **You authorize us to charge all amounts coming due hereunder to any debit and/or credit card(s) you provide (up to 150% of the new replacement cost of the Item(s)).** You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you and received by us hereunder for the Item(s) identified on P.1. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies. Time is of the essence. There are no third-party beneficiaries hereto other than the applicable Indemnitees. The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court or arbitrator of competent jurisdiction, such provision will be deleted, and the remainder (i) thereof will remain valid and enforceable. This Contract, and any addenda we provide, each of which shall be deemed incorporated herein, represent(s) the entire agreement between you and TRS, superseding all other agreements and representations (including our website and advertising) and cannot otherwise be amended or extended except in a writing signed by TRS. These Terms and Conditions apply to all Item(s) identified on P.1, and to **all other Items** you obtain from us at any time (except only as we may otherwise agree). You acknowledge that this Contract: (i) is a true operating lease, and not a financing; (ii) is fair and reasonable; and (iii) shall bind and be enforceable by you, The Rental Shoppe, LLC, the other Indemnitees, and their respective insurers, subrogees, successors and permitted assigns. Digital, electronic, photocopied, and facsimiled signatures hereon will be deemed originals.

16. THEFT WARNING: Wrongfully obtaining, exercising control over, or diverting the use of, the property or services of another may be deemed **THEFT** exposing you to civil liability and/or **CRIMINAL PENALTIES**. See New York Penal Law § 165.15, et seq, and its/their successor provision(s) for details.

LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

For good and valuable consideration, you and The Rental Shoppe, LLC (also referred to herein as "TRS," "Lessor," "we," "us" and "our") agree as follows:

1. DEFINITIONS: As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions, "Rented Item(s)" or "Item(s)" means the item(s) provided (rented or if specifically set forth on P.1, sold) to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section [or "§"] 5 below); "Site" means the address set forth on P.1 where the Item(s) is/are to be delivered and/or used; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer," "Lessee" and/or "Guarantor" (as applicable) identified on P.1.

2. TRANSACTION: You agree to rent from TRS the Rented Item(s) for the period(s) specified on P.1 (the "Term"), to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all losses, injuries and damages of, to or arising from such Item(s), until all Rented Item(s) is/are returned to and accepted by TRS in the return condition required under this Contract (including § 6). Unless otherwise specifically agreed by TRS, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period (zero hours for any and all uncharged-for periods), and otherwise in accordance with the terms of this Contract. Additional Rent at our highest incremental rate will be charged for improper/late returns and overuse. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder for time in transit, Act(s) of God, event(s) of *force majeure* or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed by TRS in writing, you agree: (a) to pay us: (i) the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"); and (ii) all other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; and (iv) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.

3. TITLE: Except with respect to Rented Items TRS rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), TRS owns and will retain title to all Rented Items at all times. **You will have exclusive control over the Rented Item(s) during the Term; subject however,** to your obligation to fully and timely comply with this Contract at all times. You **SHALL NOT:** (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) **loan, share, transfer, sublease, store, surrender or assign any Rented Item(s) or this Contract, without our prior written consent (in our sole discretion)**. TRS may, from time to time, substitute Rented Item(s) and/or sell or assign all or any part of its interests in one or more Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of TRS or any TPO.

4. DELIVERY AND RETRIEVAL: If we agree to deliver and/or retrieve any Item(s), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for delay(s) caused by any acts or omissions of/by you, your agents, employees or contractors, or any other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless TRS, its agents, employees, and contractors. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives and/or delivery personnel regarding the same (including status, condition, quality, utility, defects, and quantities of or with respect to the Item(s) and the Site).

5. INSTRUCTIONS: Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and fully understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all EPA, OSHA,

MSHA, ASME, IBC, IFC, IEEE, UL, ASSP, DOT, FMCSA, IFTA, ANSI and other standards, applicable to the Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Ventilation, AWP/MEWP, training and familiarization, cleaning, and site assessment requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices (including RESPIRATORY and FALL PROTECTION); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (Call 811 at least 2, but not more than 10 working days in advance); (vi) will immediately cease using any Item that is contaminated, damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract. You agree to notify: (A) the police and TRS in the event of any theft or accident involving any Rented Item(s); and (B) TRS if any of the other requirements of this § 5 shall be breached or proven incorrect or misleading.

6. SITE: You will ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Rented Item(s), to protect, properly maintain and care for each such Item at all times, to keep each such Item safely and securely stored and locked when not in use, and return each such Item to TRS on time at the end of the Term, complete, clean and free of contamination (including asbestos, beryllium, silica and pathogens), and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the proper fuel, fluids and lubricants. If you fail to do so, in addition to any other amounts specified on P.1, you will promptly pay to TRS: (a) Rent as provided in § 2 until all such Item(s) have been returned or replaced as required; and (b) all costs and expenses we may incur in connection with such failure. **You shall not**, nor shall you permit anyone else to: (i) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, CANNABIS AND ALCOHOL) or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item(s); (ii) violate any Instruction, law, insurance policy or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (iv) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Rented Item(s); or (v) take possession of or exercise control over any Rented Item(s), without our prior consent (in our sole and absolute discretion).

7. MALFUNCTIONS: In the event of a Malfunction (as defined in § 5), you will immediately notify TRS, and provided such Malfunction did not result from or in connection with: (a) any wrongful or negligent act or omission off/by you or anyone you permit to use or otherwise deal with any Rented Item; or (b) your breach of any provision of this Contract, The Rental Shoppe, LLC may, at its sole option: (i) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. Neither TRS nor any TPO shall have any other obligation(s) regarding Malfunctions, all of which you hereby waive.

8. NO WARRANTIES. TRS IS NOT THE MANUFACTURER OR DESIGNER of any of the Rented Item(s), all of which are provided "AS-IS". NEITHER TRS NOR ANY TPO MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY AND ALL WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, as well as any warranty(ies) arising from course of dealing, course of performance and/or usage of trade) regarding any Item(s) or Service(s) provided by or at the direction of TRS or any TPO, nor does TRS or any TPO make any warranty against INTERFERENCE OR INFRINGEMENT, all of which warranties you hereby waive. NO DESCRIPTIONS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY TRS OR ANY TPO.

9. WARNINGS: (A) THE RENTED ITEM(S) CAN BE **DANGEROUS**. EXERCISE **EXTREME CARE**, AND ENSURE THAT ALL RENTED ITEMS ARE USED, OPERATED AND OCCUPIED ONLY FOR ITS/THEIR INTENDED PURPOSE(S), BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED, INSTRUCTED, AND IF APPLICABLE, LICENSED, ADULTS; (B) **Important consumer protections may not apply if this Contract indicates you are leasing the Item(s) primarily for agricultural, business or commercial use;** and (C) TRS is neither the owner of the Site nor the owner's agent. TRS has no authority to direct, supervise, control, monitor or perform any work at the Site or your use of the Rented Item(s). You accept all responsibility) for the manner, means and method of the work to be performed with the Rented Item(s) and the safety of all workers and the Site. YOU AGREE TO PROVIDE ALL APPLICABLE TRAINING, FAMILIARIZATION, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND

OCCUPANTS OF THE RENTED ITEM(S) and ensure that each Item is supplied with proper levels and types of power, fuel, fluids and lubricants at all times, and is used reasonably, safely and only: (i) for its intended purpose; (ii) within its rated capacity; (iii) at the Site; and (iv) otherwise in full and timely compliance with this Contract and all Instructions at all times.

10. INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **YOU: (A) ASSUME ALL RISK** OF PERSONAL AND BODILY INJURY, ILLNESS, PRODUCTS LIABILITY, LOSS, PROPERTY DAMAGE, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, INSTALLATION, STORAGE, SERVICING, MAINTENANCE, CLEANING, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) **RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, THE RENTAL SHOPPE, LLC, EACH TPO**, their respective parents, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract, our negligence, and/or your breach hereof; and except only as provided in § 7, (C) **WAIVE** all rights, remedies and defenses available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.

11. INSURANCE: You agree to maintain all insurance we may require, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; (c) workers' compensation insurance; and (d) for all vehicles and trailers included with or in the Rented Item(s): (i) hired auto liability insurance with minimum limits of \$1,000,000; (ii) hired auto physical damage insurance for actual cash value; and (iii) replacement cost contents insurance for all contents thereof. Such policies shall, whenever possible: (i) name The Rental Shoppe, LLC as an additional insured and loss payee; (ii) waive subrogation against us and each TPO; (iii) be primary and non-contributory; and (iv) include such other provisions (including deductibles) as we may require. You irrevocably appoint TRS as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.

12. DAMAGE WAIVER: If and only if, we have offered, and you have paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for 80% of the repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); except that, that you will, remain fully liable for: (a) intentional damage and all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) your breach of this Contract; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning, overloading and damage from falling objects); (iii) GPS and telematics systems, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs, fittings and hoses; (b) a deductible equal to the greater of: (i) \$200 or (ii) 20% of repair/replacement costs for Covered Item(s), per occurrence; and (c) all repair/replacement costs which exceed \$5,000 in the aggregate across all Rented Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 11. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

13. DEFAULT: Your Rental is a "net" rental. Your obligations under this Contract are absolute and unconditional, and will not be subject to any abatement, reduction, set-off or counterclaim. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any other agreement(s) ("Other Contract(s)") between you and TRS, and/or any of your obligations arising (t)hereunder or in connection (t)herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business; if TRS shall deem itself insecure; or if any Rented Item(s) shall be lost or unless covered by LDW per § 12, damaged, you will be in default under this Contract and such Other Contract(s), whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, shut down, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any

injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations (t)hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available (t)hereunder, at law and/or in equity, all of which are cumulative.

14. DISPUTES: This Contract shall be governed by and enforceable under the laws of New York. Disputes arising in connection with this Contract and/or its subject matter, shall, at our option, be submitted to binding **ARBITRATION** in accordance with the Rules of the American Arbitration Association before a single arbitrator and in a location selected by TRS. Judgment on the arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely and exclusively in the federal, state, and local courts located in or nearest to, Albany County, NY (unless waived by TRS). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **EACH PARTY HEREBY WAIVES ITS RIGHTS TO: (A) PARTICIPATE IN ANY JOINT, COLLECTIVE OR CLASS ACTION; AND (B) TRIAL BY JURY.**

15. MISCELLANEOUS: You agree to fully and timely pay all taxes (including sales, use, and other taxes), tolls, fines, fees, assessments, and other charges related to each Item. If legal action is commenced in connection herewith, we will be entitled to recover our associated costs and expenses (including without limitation, attorneys' fees) from you if we prevail. To the maximum extent permitted under applicable law, you grant to TRS a lien on all real and personal property: (a) placed in or on; and/or (b) improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS systems) any Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be TRS's property. If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of *force majeure* (including fire, flood, storm, slide, earthquake, tsunami, war, terrorism, power surge or outage, epidemic, pandemic, and governmental and regulatory orders and actions), or other events, facts or circumstances beyond our reasonable control we will be excused from such performance. You waive all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (i) 18% per annum; or (ii) the highest rate permitted under applicable law until paid. You authorize us to charge all amounts coming due hereunder to any debit and/or credit card(s) you provide (up to 150% of the new replacement cost of the Item(s)). You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you and received by us hereunder for the Item(s) identified on P.1. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies. Time is of the essence. There are no third-party beneficiaries hereto other than the applicable Indemnitees. The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court or arbitrator of competent jurisdiction, such provision will be deleted, and the remainder (t)hereof will remain valid and enforceable. This Contract, and any addenda we provide, each of which shall be deemed incorporated herein, represent(s) the entire agreement between you and TRS, superseding all other agreements and representations (including our website and advertising) and cannot otherwise be amended or extended except in a writing signed by TRS. These Terms and Conditions apply to all Item(s) identified on P.1, and to **all other Items** you obtain from us at any time (except only as we may otherwise agree). You acknowledge that this Contract: (i) is a true operating lease, and not a financing; (ii) is fair and reasonable; and (iii) shall bind and be enforceable by you, The Rental Shoppe, LLC, the other Indemnitees, and their respective insurers, subrogees, successors and permitted assigns. Digital, electronic, photocopied, and facsimiled signatures hereon will be deemed originals.

16. THEFT WARNING: Wrongfully obtaining, exercising control over, or diverting the use of, the property or services of another may be deemed **THEFT** exposing you to civil liability and/or **CRIMINAL PENALTIES**. See New York Penal Law § 165.15, *et seq*, and its/their successor provision(s) for details.