

TERMS AND CONDITIONS OF RENTAL CONTRACT – EQUIPMENT AND TOOLS

For good and valuable consideration, you and Eagle Rental Center, Inc, a Pennsylvania corporation, d/b/a "Eagle Rental Center" (hereinafter, "ERC") agree as follows:

1. 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 of Rental Contract; "Rented Item(s)" or "Item(s)" means the Item(s) rented to you, as identified on P.1 (including any "Instructions" and/or safety equipment provided per Section [or "§"] 3 below); "Site" means the address where the Item(s) will be delivered and/or used, as set forth on P.1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1; and "Lessor," "we," "us" and "our" mean ERC.

2. You agree to rent from ERC the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, and remain liable for loss and damage to the Rented Item(s) at all times, until all such Item(s) are returned to and accepted by ERC in the return condition required under § 13. Unless otherwise agreed in writing by ERC, all Rent is charged for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per calendar day, 40 hours per 7-day period, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" referenced in § 3. Additional amounts will be due for late returns and overuse. No allowance will be made for weather delays, time in transit or other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay ERC: (i) any deposit and 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 a limit of your liability to ERC; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise agreed by ERC. Anything remaining with, in or on any Item(s) upon return will, at our option, be deemed surrendered and abandoned.

3. Upon the earlier of your receipt, or our 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 ERC), carefully examined and inspected by you or your agent(s); and (b) you: (i) have received, reviewed and understand all applicable laws, rules, regulations, training, instructions, manuals, maintenance requirements, and other information, if any, including all EPA, OSHA, ASME, MSHA, IEEE, IBC, NFPA, IFC, DOT, FMCSA, ASSE, and/or ANSI Standards applicable to such Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust and ELD requirements);

(iii) have been made aware of the need to use all recommended and required safety equipment (including RESPIRATORY AND FALL PROTECTION DEVICES); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all required notice(s), and obtain all necessary licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, service providers and the owner(s) of the Site; (vi) will ensure that all underground utilities are clearly and properly marked before digging or disturbing the ground surface (call 811 and go to www.pa811.org or www.pa1call.org) at least 3, but not more than 10, full business days in advance; (vii) will immediately cease using any Item that is damaged, breaks down, malfunctions or proves defective (a "Malfunction"); and (viii) will ensure that all other users of any Item(s) comply herewith. You will notify us immediately if any of the foregoing becomes untrue.

4. In the event of a Malfunction, you will immediately notify, and return the Malfunctioning Item(s) to, us. Provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to deal with such Item(s), we will, at our option: (a) repair such Item; (b) provide you with a comparable Item; or (c) return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE.** We will have no other obligation(s) or liabilities regarding Malfunctions, all of which you waive.

5. You agree to ensure the Site is reasonably clean, safe, stable, secure, properly compacted, and otherwise fit for delivery and use of the Rented Item(s) at all times. If we agree to provide any service(s) (including delivery and/or retrieval), you agree to: (a) ensure the Site is fully accessible to our employees and agents at all times; (b) pay our stated charge(s) for such service(s), and for all waiting time; and (c) be present at the Site at the agreed time(s). We will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including you, your agents and employees, and any and all providers of other equipment or services ("Other Providers") for which you hereby release and hold harmless ERC. If you or your representative(s) is/are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, quantities, quality and condition of the Rented Item(s) and the Site).

6. Except with respect to Items ERC rents from one or more third parties (each, a "TPO") and re-rents to you ("Re-Rented Items"), ERC owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including Re-Rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item; or (b) **loan, transfer, surrender, sublease or assign any Rented Item or this Contract without ERC's prior written consent** (in its sole discretion). ERC may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attend to the assignee, who will not be responsible for any pre-existing obligations or liabilities of ERC or any TPO.

7. **ERC IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S)**, all of which are provided **"AS-IS"**. NEITHER ERC NOR ANY TPO MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, GOOD AND WORKMANLIKE PERFORMANCE, AND/OR ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) regarding any Item(s) or Service(s) referenced herein, nor does ERC or any TPO make any warranty against INTERFERENCE OR INFRINGEMENT, all of which you waive. No depictions, descriptions, specifications, recommendations or advertisements constitute representations or warranties by ERC.

8. **WARNINGS:** POWERED EQUIPMENT AND TOOLS CAN BE DANGEROUS. EXERCISE EXTREME CARE, AND ENSURE THAT SUCH ITEM(S) IS/ARE USED ONLY FOR THEIR INTENDED PURPOSE(S) AND WITHIN THEIR RATED CAPACITIES BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED, INSTRUCTED, AND IF APPLICABLE, LICENSED, ADULTS. YOU AGREE TO PROVIDE ALL APPLICABLE TRAINING, FAMILIARIZATION, INSTRUCTIONS AND WARNINGS TO ALL USERS, OCCUPANTS AND OPERATORS of the Rented Item(s), and ensure that each Item is used safely and properly, and only:

(a) in compliance with this Contract; (b) at the Site; and (c) in full compliance with this § 8 and the Instructions described in § 3 at all times.

9. **INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, 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,**

SECURING, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR

SERVICE(S) (collectively, "Risks"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, ERC AND EACH TPO, and their

respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such Risks, as well as all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with your breach of this Contract; and (C) **WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each Indemnitee.

10. You agree to maintain all insurance ERC deems necessary, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; and (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement value thereof. Such policies shall, to the maximum extent possible: (i) name ERC and each TPO as an additional insured and loss payee; (ii) waive subrogation against ERC and each TPO; (iii) be primary and non-contributory; and (iv) include such other provisions (including deductibles, if any) as ERC may require.

11. If and only if, we have offered, and you have elected to purchase our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** and paid the non-refundable LDW fee set forth on P.1 in advance of the Term, then with respect solely to Item(s) covered by LDW ("Covered Items"), your liability for physical damage thereto will be limited to 20% of the cost to repair or replace the same and to the extent any Covered Item(s) suffer physical damage during the Term; provided however, that **you will remain 100% liable to ERC for:** (a) all damage to or loss of Covered Items caused in whole or in part by: (i) your breach of this Contract; (ii) failure to timely return any Item(s) to ERC; (iii) gross negligence (includes but not limited to items damaged: while loading or unloading, in transit, by fire or by customer dismantling), misuse and abuse; (iv) vandalism or theft; (v) use of alcohol or drugs; (vi) damage caused by a third party; (vii) use by an individual other than you; (b) all damage to glass, batteries, tires, tubes, tracks, booms, belts, straps, knobs, cords, covers and/or hoses; and (c) all repair/replacement costs for damage to Covered Items exceeding \$10,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the insurance specified in § 10. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

12. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize ERC to submit all amounts coming due under this Contract to any debit or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. ERC's maximum liability in connection with this Contract is limited to the amount(s) actually received by ERC from you hereunder. You agree to pay all sales, use and other taxes, tolls, fines, fees and other charges related to each Item. Should any legal action be commenced in connection herewith, we will be entitled to recover our costs and expenses associated therewith (including without limitation, attorneys' fees and expenses) from you if we prevail. 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. To the maximum extent permitted under applicable law, you grant us 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, inspect and/or monitor (in person or electronically) any Rented Item(s) at any time, and all information thereby obtained will be owned exclusively by ERC. If any performance required of ERC is delayed or impaired as a result of any act or omission of any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding ERC's rights and remedies.

13. You agree to protect, properly service and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time, clean, free of contamination (including asbestos and silica dust), and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to fully and timely satisfy the requirements of this § 13, you will pay us: (a) all costs and expenses we incur in connection with such failure (including all cleaning and decontamination costs); and (b) Rent for each succeeding full rental period until all Item(s) have been returned or replaced as required. You will not, nor will you permit anyone else to: (i) misuse, overuse, remove from the Site, conceal, repair, modify, or damage any Rented Item; (ii) disconnect or impair any safety device; (iii) violate any law, insurance policy or warranty; (iv) expose any Rented Item(s) to any flammable, explosive, corrosive, or otherwise hazardous substance(s) or circumstance(s); or (v) take possession of or exercise control over any such Item(s), without our prior consent (in our sole discretion).

14. Your duties hereunder are unconditional. If you or any guarantor: (a) fail to timely pay or perform any of your obligations arising under this Contract; (b) provide any incorrect or misleading information to ERC; (c) become insolvent or declare bankruptcy; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by LDW, as provided in § 11), you will be in default, whereupon, ERC may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental;

(ii) seek relief from stay; (iii) recover, lock, empty and/or disable any Rented Item(s) without being guilty of breach, trespass or liable for personal injuries or property damage (for which you agree to indemnify, defend and hold harmless ERC, its employees, agents and contractors); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor (jointly and severally) all associated damages, losses, costs and expenses (including Rent for the remainder of the Term and attorneys' fees); (vii) appear in court and confess judgment on your behalf; and/or (viii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative. **LESSEE AND EACH GUARANTOR IRREVOCABLY AUTHORIZE ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST LESSEE AND/OR SUCH GUARANTOR UPON ANY DEFAULT OR BREACH BY LESSEE OF ANY OBLIGATION ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY OTHER AGREEMENT WITH ERC, OR WITH RESPECT TO ANY OTHER INDEBTEDNESS DUE FROM LESSEE TO ERC FOR ALL UNPAID RENT AND OTHER AMOUNTS DUE HEREUNDER AND/OR THEREUNDER.**

15. Time is of the essence. There are no third-party beneficiaries hereto other than, with respect to your obligations hereunder, the TPO(s), if any. **These Terms and Conditions apply to the Rented Item(s) identified on P.1 and to all other Items you obtain from ERC at any time** (except only as otherwise agreed by ERC). This Contract and any other Exhibit(s) and/or Addenda(um) provided by ERC, of which will be deemed incorporated herein, represent the entire agreement between you and ERC, superseding all other oral and written agreements and representations (including our website and advertising). The terms of this Contract are severable. If any provision of this Contract shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract cannot otherwise be amended or extended except in a writing signed by ERC. Digital, electronic, photocopied and facsimiled signatures and initials included on this Contract and/or any Exhibits or Addenda hereto shall be deemed originals. You acknowledge that this Contract: (a) constitutes a true operating lease, and not a disguised financing; (b) is fair and reasonable under the circumstances; and

(c) shall be interpreted under the laws of the State of Pennsylvania, with proper venue for any and all associated civil lawsuits and legal proceedings lying solely and exclusively in the federal, state and local courts located in or nearest to Lancaster County, PA (unless waived by ERC). You consent and submit to such jurisdiction and venue and waive all claims that it constitutes an inconvenient forum.

16. **WARNING:** Wrongfully obtaining property or services of another by deception, threat or other means to avoid payment, the provision of false or misleading information in order to obtain rented property, and/or dealing with rented property as your own may be deemed theft resulting in **CIVIL LIABILITY** and/or **CRIMINAL PROSECUTION.** See 18 Pa.C.S. §§ 3926 and 3932, et seq. for details.

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

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