

TERMS AND CONDITIONS OF RENTAL CONTRACT – NORTHERN EQUIPMENT RENTALS LLC

For good and valuable consideration, you and Northern Equipment Rentals LLC (also referred to in this Contract as "NER," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" means the first page of this Contract; "Contract" means 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" provided per Section [or "§"] 4 below); "Site" means the location where the Item(s) is/are to be delivered and/or used (if applicable), as set forth on P.1; and "Customer," and "Lessee," "you" and "your" mean the customer, renter or lessee identified on P.1 (and as applicable, each and every permitted borrower, sublessee, successor and/or assign of such Lessee per § 5 below).

2. You agree to rent from NER the Rented Item(s) for the period(s) specified on P.1 (the "Term"). at the end of which, your rights to use and possess the Rented Item(s) shall expire and terminate. You agree to pay us the applicable rental rate(s) set forth on P.1 (the "Rent"), and all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all associated injuries and damages, until all Rented Item(s) is/are returned to and accepted by NER in the return condition required under § 6. Unless otherwise specifically agreed by NER, all rental rates are for normal use of the Rented Item(s) on: (a) a single-event basis for tents, tables, chairs, portable restrooms and other event-related items; and (b) a single-shift basis for all other Items (including tools and equipment), 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, and otherwise in accordance with the terms hereof and the "Instructions" described in § 4. Additional Rent at our maximum periodic rate will be due for overuse and late returns. No allowance will be made for weekends, holidays, time in transit 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 in writing by Northern Equipment Rentals LLC, you: (i) will pay us: (A) the Estimated Rent, together with any deposit specified on P.1 in advance (together, the "Prepayment"); and (B) all additional amounts coming due hereunder upon demand; and (ii) acknowledge and agree that: (A) we may deduct any amount you owe us from any Prepayment; and (B) no interest will accrue on any Prepayment; (C) no Prepayment will be deemed a limit of your liability to us; and (D) all Prepayments are NON-REFUNDABLE. Anything remaining with, in or on any Rented Item(s) upon return will be deemed abandoned.

3. You will ensure the Site is clean, safe, secure and fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery and/or retrieval), you agree to: (a) pay our regular charge(s) for the same, 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 at all times. We will not be responsible for mishaps or delay(s) caused by you, your agents or employees or any other parties, including providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless NER. If you are not present upon our delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality and quantities of the Item(s) and the Site).

4. Upon your execution of this Contract (and upon any later delivery to or receipt by you of the Rented Items, (unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each of such Item(s): (i) has been carefully selected, examined, counted and tested by you; (ii) is in good repair and operating condition, free of defects, and otherwise in all ways acceptable to you; and (iii) is appropriate for your purposes, not based on any recommendation by NER; and: (b) you: (i) have received, read and understand all applicable training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including without limitation, Fire Codes, EPA, OSHA, ANSI, ASME, IEEE, IBC, IFC, NFPA, UL, DOT, FMCSA, SAlA and other standards) pertaining to the Rented Item(s) (collectively, "Instructions") (all of which are incorporated herein); (ii) will fully comply therewith (including Tier 4, Silica Dust and Electronic Logging Device requirements); (iii) have been offered all applicable safety equipment and personal protective equipment (INCLUDING RESPIRATORY AND FALL PROTECTION DEVICES) on reasonable terms; (iv) will advise the appropriate Utilities Protection Service(s), mark all underground utilities and cables (Call 811, 800-424-5555 and go to <http://www.callbeforeyoudig.org/washington> least two (2) full business days in advance), and timely obtain all applicable licenses, permits authorizations and approvals, as well as the consent(s) of the owner(s) of the Site, prior to commencement of the Term; (v) will not permit the use or storage of fire sources or flammables inside of or unreasonably close to any Rented Item; (vi) will immediately cease using any Rented Item that malfunctions, breaks down, proves defective or is involved in an accident (collectively, a "Malfunction"); (vii) will ensure that adequate and proper power, temperature control and lighting are provided to/all Rented Item(s); and (viii) will ensure that all others (including all end-users) fully and timely comply with this Contract, at all times.

5. Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), NER 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 such Item; or (b) loan, transfer, sublease, repair, store, surrender or assign any Rented Item or this Contract without our prior written consent. If we consent to any such loan, transfer, sublease or assignment you will: (i) remain primarily responsible under this Contract; and (ii) continue to ensure that each end-user of the Rented Item(s) fully and timely complies with each and every term of this Contract at all times as if such user were the named Lessee under this Contract. We may substitute, sell and/or assign any Rented Item(s) and/or all or any part of our interests therein and/or in this Contract at any time. You authorize and agree to the same, and further agree that, in the event of such assignment, you will attend to the assignee, who will not be responsible for any pre-existing obligations or liabilities of NER or any TPO.

6. You agree to protect, properly maintain 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 at the end of the Term, complete, clean, free of contamination, burns, cuts, stains, discoloration and debris, and in good condition, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids and lubricants. If you fail to do so, then in addition to your other obligations arising under this Contract, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure (including without limitation, cleaning, refueling and/or, if applicable, the full new replacement cost of the Rented Item(s)). Certain Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY, IMPROPER PACKING, OR PACKING ITEMS THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.

7. In the event of a Malfunction as defined in § 4, you agree to immediately notify and return the Malfunctioning Item to, NER, and 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 use or otherwise deal with any Rented Item(s), we may, at our option: (a) 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. We will have no other obligation(s) regarding Malfunctions, all of which you waive (including without limitation, all incidental and consequential damages).

8. **SAFETY WARNINGS:** THE RENTED ITEM(S) CAN BE **DAINGEROUS**, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CAUSE ALL OTHERS TO EXERCISE, **EXTREME CARE** WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE **FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS** TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S); (C) ensure that each Rented Item is used reasonably, safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; (iv) BY PROPERLY TRAINED, QUALIFIED, CERTIFIED, FAMILIARIZED AND/OR LICENSED (AS APPLICABLE) ADULTS; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times.

9. You will not, nor will you permit anyone else to abuse, misuse, overuse, conceal, place in storage with any third party, repair, modify or damage any Rented Item. YOU ALSO AGREE TO: (A) **ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES;** (B) POST IN A CONSPICUOUS PLACE, AN OSHA-COMPLIANT **EVACUATION PLAN** FOR ANY AND ALL TEMPORARY STRUCTURES INCLUDED IN THE RENTED ITEM(S); AND (C) **EVACUATE, AND PERMIT NER TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY OR ALL RENTED ITEM(S)** (without obligating us to do so) IF ANY HAZARD (INCLUDING WITHOUT LIMITATION, **SEVERE WEATHER**) OCCURS OR THREATENS.

10. **NO WARRANTIES:** NER IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "**AS-IS**". NEITHER NER NOR ANY TPO, MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF **MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE**, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES NORTHERN EQUIPMENT RENTALS LLC OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY NER OR ANY TPO. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.

11. **INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS**, INCLUDING WITHOUT LIMITATION, ALL RISK(S) OF PERSONAL AND BODILY INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS 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, FUELING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) **RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS NORTHERN EQUIPMENT RENTALS LLC, EACH TPO**, and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee" and collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, sublessees, successors and/or assigns; and except only as provided in § 7, (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 and every Indemnitee.

12. You agree to maintain all insurance NER may require, including: (a) public and host liquor liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof; (c) workers' compensation and employer's liability insurance; and (d) if applicable (e.g., for vehicles and/or trailers) hired auto liability (with minimum limits of \$1,000,000) and physical damage and contents (for actual cash value) insurance. All such policies shall, to the maximum extent possible: (i) name Northern Equipment Rentals LLC as an additional insured and loss payee; (ii) waive subrogation against NER; (iii) be primary and non-contributory; (iv) include a severability of interests clause and such other provisions as we may require. You irrevocably appoint NER as your agent and attorney-in-fact for purposes of submitting and negotiating claims and payments on all such policies.

13. 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 first \$5,000 of repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will remain fully liable for: (a) intentional damage as well as 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) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (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 and overloading); (iii) GPS and telematics systems, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs, fittings and hoses; (b) 20% of the first \$5,000 of repair/replacement costs for Covered Item(s); and (c) all repair and replacement costs exceeding \$5,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 12. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

14. To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property placed in or on, affixed to, and/or improved with, any Rented Item(s). We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via the use of GPS, Electronic Logging Devices and/or telematics) any Rented Item(s) at any time, and all information thereby obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. 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" (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 our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder 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. Our maximum liability in connection with this Contract is limited to the Rent we actually receive from you hereunder. You agree to pay all sales, use and other taxes, as well as all tolls, fines, fees, assessments and other charges related to the Rented Item(s) and/or this Contract. If any legal action is commenced in connection herewith, we will be entitled to recover from you our associated attorneys' fees, costs and expenses if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies, all of which are cumulative.

15. Your duties hereunder are unconditional. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, unless covered by LDW per § 13, damaged, you will be in default under this Contract, 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 this Contract (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, 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 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 balance of the scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which are cumulative.

16. This Contract, and any "Addenda" we may provide (including as applicable, our forms of Trailer and Aerial Equipment (MEWP) Addenda), each of which is incorporated herein, constitute(s) the entire agreement between you and NER, superseding all other agreements and representations (including our website and advertising). The terms of this Contract are severable. If any provision hereof 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 enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. 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 (unless we otherwise agree in writing). This Contract shall be: (a) interpreted and enforced under the laws of Washington; and (b) bind and be enforceable by and against you, Northern Equipment Rentals LLC, and the other Indemnitees (these being no other third-party beneficiaries hereto). Proper venue for all civil legal actions commenced in connection herewith shall lie solely in the federal, state and local courts located in or nearest to Kitsap County, WA (unless waived by NER). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials hereon will be deemed originals.

17. **WARNING:** Wrongfully obtaining or exerting unauthorized control over the property or services of another with the intent to deprive the owner of such property or services (or such owner's agent) may be deemed **THEFT** resulting in **CRIMINAL PROSECUTION AND/OR CIVIL PENALTIES**. See RCW §§ 9A.56.020 and 9A.56.096 et. seq. for details. We will use law enforcement of our local township to enforce this Contract (including without limitation, our right to recover the Rented Item(s)).

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