

TERMS AND CONDITIONS

1. DEFINITIONS. "Dealer" means Taylor Rental of Lancaster. "Contract" means the front and reverse sides of this document, including all terms and conditions described herein. "Equipment" means any and all items, attachments, and components identified on the front side of this Contract. "Customer" means the person or entity identified as such on the front side of this Contract, or any representative, agent, officer, or employee of Customer. "Rental Period" means the period between the "Date and Time Out" and "Date and Time In" as described on the front side of this Contract. "Rental Fees" means the applicable hourly, daily or weekly charges Customer will pay to rent the Equipment, together with any and all other charges accruing hereunder.

2. AGREEMENT TO RENT. In exchange for Dealer renting the Equipment to Customer, Customer agrees to timely pay Dealer the Rental Fees and all other sums becoming due under this Contract.

3. INSPECTION. Customer warrants that it will inspect the Equipment prior to taking possession thereof and immediately notify Dealer of any defects or damages. Customer acknowledges that, prior to taking possession of the Equipment, Customer will obtain and read all safety bulletins, operator manuals, and other necessary materials to understand its proper use.

4. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. Customer will notify Dealer immediately if the Equipment becomes unsafe or inoperable. Unless Customer is at fault, Dealer will replace the Equipment with similar Equipment in good working order, if such equipment is available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise. Customer's sole remedy for any failure or defect in Equipment shall be the termination of Rental Fees accruing after the failure.

5. WARRANTY LIMITATIONS. DEALER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL DEALER BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR DELAY DAMAGES.

6. POSSESSION/TITLE. The title to the Equipment remains vested in Dealer. In the event Customer retains any of the Equipment beyond the expiration of the Rental Period without Dealer's express, written consent, Customer will be deemed to have materially breached this Contract. Customer will not take, grant, or permit the taking of any lien(s) or other similar claims on the Equipment.

7. HOLD HARMLESS/INDEMNITY. Customer assumes all risks associated with the possession, use, transportation and storage of the Equipment. Accordingly, Customer hereby agrees to indemnify, defend, and hold Dealer harmless from and against any and all liabilities, claims, damages, losses, costs and expenses (including, without limitation, attorneys' fees, claims for bodily injury, death, property damage, loss of time and/or inconvenience) resulting from or arising in connection with such possession, use, transportation and/or damages suffered by Customer, Customer's employees, and/or any third-parties, except to the extent directly resulting from Dealer's intentional misconduct.

8. ASSIGNMENT. This Contract and the Equipment rented hereunder will not be assigned, sublet, transferred or conveyed in any way by Customer without the express, written consent of Dealer, which consent may be withheld for any reason.

9. ASSUMPTION OF RISK. Customer 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. Customer voluntarily assumes all such risk and releases and discharges Dealer and the Equipment from any and all liabilities and claims arising in connection with the same.

10. PROHIBITED USES. Customer is prohibited from using the Equipment in the following circumstances: (a) for an illegal purpose or in an illegal manner (b) when the Equipment is unsafe or in bad repair, or (c) when the Equipment is operated or controlled by anyone other than Customer or its agent(s).

11. TIME OF RETURN. Customer's right to possession terminates on the expiration of the Rental Period. Any extension of the Rental Period must be mutually agreed upon in writing.

12. LATE RETURN. Customer agrees to return the Equipment during Dealer's normal business hours immediately upon the expiration of the Rental Period. Customer agrees that Rental Fees will continue to accrue at the daily rate until the Equipment is returned to Dealer.

13. DAMAGED, DIRTY, OR LOST EQUIPMENT. Customer shall pay for any damage to or loss of the Equipment as an insurer, regardless of cause, except reasonable wear and tear, while the Equipment is in the possession, custody or control of Customer. Customer agrees to pay a reasonable cleaning charge on Equipment returned dirty. Customer shall pay Dealer for lost, stolen, or destroyed Equipment at its current list price. Customer agrees to continue to pay Rental Fees to Dealer until the Equipment is repaired or replaced.

14. TIME OF PAYMENT. Accounts are due and payable at the termination of the Rental Period. A carrying charge of 1.5 % per month (18% annually) will be charged on all overdue accounts.

15. COLLECTION COSTS. Customer agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this Contract.

16. REPOSSESSION. Upon a failure to pay Rental Fees or other breach of this Contract by Customer, Dealer may terminate this Contract and take possession of and remove the Equipment from wherever it is or may be, and Dealer and his agents shall not be liable for claims for damage or trespass arising out of the removal of the Equipment.

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

18. SEVERABILITY. The provisions of this Contract shall be severable so that the invalidity, enforceability, or waiver of any of the provisions shall not affect the remaining provisions.

19. LOADING AND UNLOADING EQUIPMENT. Customer is responsible for loading and unloading the Equipment. If Dealer's employees assist in loading or unloading the Equipment, Customer agrees to assume the risk of, and hold Dealer and/or its employees harmless for any

property damage or personal injuries, except for damage and personal injuries attributable to the sole negligence of the Dealer.

20. FEES, LICENSES, PERMITS, TAXES AND FINES. Customer shall be solely responsible for payment of any fees, licenses, permits, taxes or fines, required by or resulting from Customer's use of the Equipment.

21. EQUIPMENT FAILURE. In the event the Equipment requires maintenance or becomes unsafe, inoperable, or otherwise fails for any reason, Customer agrees to immediately notify Dealer and discontinue use of the Equipment. Customer agrees not to repair or attempt to repair the Equipment unless previously authorized by Dealer, in writing. Rental Fees will continue to accrue until Customer provides Dealer the notice required in this section.

22. FUEL SURCHARGE. Equipment with gas/diesel engines must be returned full of fuel or pay Dealer a re-filling cost of \$6.50 per gallon.

23. GENERAL LIABILITY INSURANCE. If any of the Equipment is to be used for a commercial purpose, Customer agrees to maintain commercial general liability insurance with minimum limits of \$1,000,000 per occurrence. Such insurance shall cover all operations and contractual obligations, as well as any and all damage or liability arising in connection with the handling, transportation, maintenance operation, use or possession of the Equipment and shall name Dealer as an additional insured and loss payee.

24. EQUIPMENT PROTECTION PLAN.

A. The Customer must accept or decline the Equipment Protection Plan ("EPP") before the start of the Rental Period. The charge for the EPP is 12% of the gross Rental Fees. If Customer accepts the EPP, Dealer agrees to waive certain claims against Customer for loss of or damage to the Equipment in accordance with the Rental Contract and the Equipment Protection Plan Guide. The Customer is advised to review these documents carefully before deciding whether to purchase the EPP. A paper copy of the EPP is available in Dealer's store and an electronic copy is available at www.taylorrentallancaster.com/epp.

B. Accepting the EPP. 1. What the EPP Covers: The EPP is not insurance. The EPP is an option Dealer offers to limit the Customer's liability for Accidental Damages and damages caused by Acts of God. "Accidental Damages" refers to minor items such as scratches, lightbulbs, damaged attachment hoses and wires, and/or other incidental damages to the Equipment not resulting from the careless use, misuse or abuse by Customer. "Acts of God" refers to loss or damage caused by windstorm, fire, or rain. The benefit of the EPP is limited by the deductible described in subsection (a), excludes the specific conditions in subsection (b), and carries a limit of Fifty Thousand Dollars (\$50,000) as stated in subsection (c).

a. Deductible. By accepting the EPP and paying the associated fee, Dealer will limit the Equipment repair or replacement cost to a deductible of \$500 per item or 10% of the repair or replacement cost, including tax, whichever is less. Customer is responsible for any loss or damage up to this amount.

b. Exclusions. Notwithstanding Customer's acceptance of EPP, Customer's responsibility for such loss or damage will not be limited by subsection (a) if the loss or damage is occasioned by: (i) Customer's careless use, misuse or abuse of the Equipment, (ii) Customer's failure to operate the Equipment safely and in accordance with the manufacturer's specifications, (iii) a breach by Customer of any obligation under this Contract, (iv) Customer's violation of any applicable laws, rules or ordinances, or (v) the theft or mysterious disappearance of the Equipment.

c. EPP Limit. The maximum protection provided by the EPP is \$50,000. Customer remains liable for the damages/repairs exceeding the sum of \$50,000.

C. Declining the EPP. The EPP is optional and the Customer and is not required to purchase the EPP. However, if Customer "Declines" the EPP, Customer must maintain the insurance coverage required by Paragraph 25.

25. PHYSICAL DAMAGE INSURANCE (Applicable only if Customer declines EPP). Prior to the Delivery of the Equipment, Customer shall provide Dealer with written evidence of physical damage insurance satisfactory to Dealer covering the Equipment from loss relating to fire, collision, theft and/or damages while in Customer's possession and naming Dealer as a loss payee to said insurance policy. All physical damage policies shall provide that payment thereon shall be made to Dealer and Customer as their interests may appear and that coverage may not be cancelled or altered without providing Dealer at least (30) days' prior written notice.

26. 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 Contract 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.

27. EXCESS USAGE. Rental Fees are subject to overtime charges if usage exceeds: 8 hours (daily rate), 40 hours (weekly rate), or 160 hours (monthly rate). Overtime will be charged at an hourly rate equal to the rental rate divided by hours allowed. Dealer charges for all time out - not time used.

28. SAFETY / COMPLIANCE WITH LAWS. Customer warrants that it is familiar with the safe operation and use of the Equipment. Customer agrees not to compromise the integrity of any safety systems of the Equipment or modify the Equipment in any way. Equipment shall be used only within its rated capacity by safe, careful and competent personnel.

29. PERSONAL PROTECTIVE EQUIPMENT. Customer warrants that it is familiar with and will utilize all necessary personal protective equipment ("PPE") while operating the Equipment.

30. MANUFACTURER / DESIGNER. Customer acknowledges that Dealer is not the manufacturer or designer of the Equipment.

31. AUTHORITY TO SIGN. Any individual or entity agreeing to this Contract represents and warrants that they are of legal age, and have the authority and power to sign this Contract on behalf of the Customer.