

## TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

For good and valuable consideration, you and Allied Equipment Rental, Inc., d/b/a "Allied Rent-All" (also referred to in this Contract as "ARA," "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 "§"] 5 of this Contract); "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 § 4).

2. You agree to rent from ARA 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 ARA in the return condition required under § 14. Unless otherwise specifically agreed by ARA, all rental rates are for normal use of the Rented Item(s) on: (a) a single-event basis for special events-related Items (including but not limited to chairs, concessions and tables, as identified on our website at: [alliedrentall.com/equipment.asp](http://alliedrentall.com/equipment.asp)); and (b) a single-shift basis for all other Items (including without limitation, vehicles, tools and equipment), not exceeding the least of: 8 hours per 24 hour period for which Rent is charged hereunder (each, a "Rental Day"); 40 hours per 7-day period; and/or 160 hours per 28-day period (zero hours for any uncharged-for periods), and otherwise in accordance with the terms hereof and the "Instructions" described in § 5. 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 ARA, 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 other amounts coming due hereunder upon demand; and (ii) acknowledge and agree that: (A) we may deduct any amount you owe us from any Prepayment; (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 ARA. 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. 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)"), ARA 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 for the prompt payment and performance of all obligations of the Lessee arising 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

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of such assignment, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of ARA or any TPO.

5. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon 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 and tested by you or your agent(s); and (b) you: (i) have received, reviewed and understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, ASSP, DOT, FMCSA, IFTA, ANSI and other applicable standards (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Ventilation and Electronic Logging Device requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices (including RESPIRATORY AND FALL PROTECTION and other safety devices); (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 or 800-482-7171, and go to [www.missdig.org](http://www.missdig.org) at least 3 business days but not more than 14 calendar days in advance); (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract. You will notify us immediately if any of the foregoing shall be breached or proven incorrect or misleading.

6. In the event of a Malfunction as defined in § 5, you agree to immediately notify and return the Malfunctioning Item to, ARA, 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 direct, indirect, incidental and consequential damages).

7. **SAFETY WARNINGS:** THE RENTED ITEM(S) CAN BE **DANGEROUS**, 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.

8. 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 LEAST 21 YEARS OF AGE AT ALL TIMES; AND (B) EVACUATE, AND PERMIT ARA 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.

9. **NO WARRANTIES:** ARA IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "**AS-IS**". NEITHER ARA 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

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SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES ALLIED RENT-ALL 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 ARA OR ANY TPO. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.

**10. 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, ALLIED RENT-ALL, 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 § 6, **(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.

**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 before the Term commences, then solely with respect to Item(s) covered by LDW ("Covered Items"), your liability for the cost to repair or replace such Covered Items will be limited as set forth in our Damage Waiver Guide and Addendum, the terms of which you hereby acknowledge and agree to. You may decline LDW by initialing the space provided for that purpose on P.1 if you provide the property damage / inland marine coverage referenced in our Insurance Addendum, a copy of which has been provided to you. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

**12.** This Contract, and any "Addenda" we may provide (including as applicable, our Bill of Sale, Debit / Credit Card Authorization, Damage Waiver Addendum, Insurance Addendum, Trailer Addendum, Drop-Off Certificate and Forklift Addendum), each of which is incorporated herein, constitute(s) the entire agreement between you and ARA, 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 under the laws of Michigan; and (b) bind and be enforceable by and against you, Allied Equipment Rental, Inc., the other Indemnitees and their respective insurers, subrogees, and permitted successors and assigns (there being no other third-party beneficiaries hereto). At the option of ARA, dispute(s) with respect to this Contract any Addenda(um) and/or its/their subject matter shall be submitted to binding arbitration before a single arbitrator selected by ARA at the offices of the American Arbitration Association located in or nearest to Burton, MI. Proper venue for other all civil legal actions commenced in connection herewith shall lie solely in the federal, state and local courts located in or nearest to Genesee County, MI (unless waived by ARA). You consent and submit thereto and waive all claims that such venue (whether for litigation or arbitration) lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials hereon will be deemed originals.

**13.** 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

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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.

14. 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.**

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 § 11, 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. Any item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "**AS-IS**" and "**WITH ALL FAULTS,**" and are subject to the terms of this Contract (modified to address sales); provided that § 6 shall not apply. **ALL SALES ARE FINAL.** All item(s) not specifically identified as Sale Items on P.1 will be deemed "Rented Item(s)".

17. **WARNING:** Refusing or willfully neglecting to return rented personal property at the agreed date and time with intent to defraud the lessor may be deemed **LARCENY**, resulting in **CIVIL LIABILITY** and/or **CRIMINAL PROSECUTION**. See MCL § 750.362a, *et seq.*, and its successor(s) for details.