

## **TERMS AND CONDITIONS OF RENTAL CONTRACT**

### **(Enlarged Version)**

1. For good and valuable consideration, you and the Lessor, High Reach Solutions, LLC (“H.R.S”) agree as follows: As used herein, “Page 1” refers to the first page or “face” of this Contract; “Contract” refers to Page 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 Page 1 (including any “Instructions” provided per the terms of Section 4 below); “Site” means the delivery or use address set forth on Page 1; “Customer,” “Lessee,” “you” and “your” mean the customer or “Lessee” identified on Page 1, and “Lessor,” “we,” “us” and “our” mean H.R.S.
2. You agree to rent from H.R.S, and H.R.S agrees to rent to you, the Rented Item(s) for the period(s) specified on Page 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, until all Rented Item(s) is/are returned to and accepted by H.R.S. Unless otherwise specifically agreed by H.R.S, 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 day, 40 hours per week, and 160 hours per 4-week period, and otherwise in accordance with the terms hereof and the “Instructions” described in Section 4. The Rent will be increased for late returns, overuse, and misuse. No allowance will be made for weekends, holidays, time in transit or any other period 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 H.R.S: (i) any deposit and the Estimated Rent specified on Page 1 in advance of the Term (together, the “Prepayment”); and (ii) any additional 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 thereon; (iii) no Prepayment will be deemed a limit of your liability to H.R.S; and (iv) all Prepayments are NON-REFUNDABLE unless otherwise specifically agreed by H.R.S. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and become the property of H.R.S.
3. If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. H.R.S will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services (“Other Providers”) for which you hereby release and agree to indemnify, defend and hold harmless H.R.S. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of H.R.S’s representatives regarding the same (including status, condition and quantities).
4. Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by H.R.S) and inspected solely by you; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under applicable EPA, OSHA, NFPA, ASSE, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s) (collectively, “Instructions”); (ii) will fully comply therewith (including EPA Tier 4 regulations, to the extent applicable); (iii) have been made aware of the need to use all recommended and required safety equipment (including personal fall protection for lifts and scaffolds); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and obtain all necessary licenses,

authorizations and permits from, the appropriate governmental authorities; (vi) have obtained, or will timely obtain, all necessary licenses, permits, authorizations and approvals; (vii) will advise all local utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (call 811 or 800-282-7411, or go to [www.georgia811.com](http://www.georgia811.com), at least 48 hours in advance); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (ix) will ensure that all other users comply herewith.

5. 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 H.R.S on time, clean 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 do so, you will pay H.R.S: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses H.R.S may incur in connection with your failure to comply fully with the terms of this Section 5.

6. Except with respect to Rented Items which we rent from one or more third parties (each, an "Owner") and then re-rent to you ("re-rented items"), we own 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 will not permit the taking or existence of any lien, claim or encumbrance on any such Item. You may not transfer, sublease or assign any Rented Item or this Contract without the prior written consent of H.R.S, and if applicable, the Owner. H.R.S 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 agree to attorn to the assignee, and that such assignee shall not be responsible for, any pre-existing obligations or liabilities of H.R.S.

7. H.R.S IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "AS-IS". EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER H.R.S NOR ANY OWNER, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF H.R.S OR ANY OWNER, NOR DOES H.R.S OR ANY OWNER MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY H.R.S OR ANY OWNER CONSTITUTE REPRESENTATIONS OR WARRANTIES.

8. In the event of a Malfunction (as defined in Section 4), you will immediately notify H.R.S, and provided such Malfunction did not result from or in connection with your breach of any provision of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as reasonably possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. Neither H.R.S nor any Owner will have any other obligation(s) regarding Malfunctions, all of which you hereby waive.

9. WARNINGS: POWER TOOLS AND HEAVY EQUIPMENT, INCLUDING LIFTS, AUGERS, TRENCHERS, TELEHANDLERS, HAMMERS, LOADERS, BACKHOES, AND ITEMS USED FOR DIGGING, CHIPPING,

COMPACTING, WELDING, SAWING, SPRAYING, BREAKING, BORING, LIFTING, TOWING AND/OR HAULING, IS/ARE INHERENTLY DANGEROUS AND SHOULD BE MOVED, SERVICED, MAINTAINED,

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REPAIRED AND USED WITH GREAT CARE ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS. YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL OPERATORS OF SUCH ITEM(S), and ensure that each such Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by H.R.S on a case-by-case basis, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, CERTIFIED AND/OR LICENSED (AS APPLICABLE) OPERATORS; and (e) otherwise in full compliance with the Instructions as well as all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any applicable law, policy of insurance or warranty; or (iii) take possession of or exercise control over any Rented Item without our prior consent (granted or withheld in our sole discretion).

10. INDEMNITY/HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, DELIVERY, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S), WHETHER OR NOT YOUR FAULT; AND (B) YOU HEREBY RELEASE AND DISCHARGE NTR AND ALL OWNER(S) FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS NTR AND SUCH OWNER(S), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES. Additionally, you hereby waive any and all rights and remedies available under the Uniform Commercial Code as adopted in Georgia, as well as all incidental, consequential, special, and punitive damages, against H.R.S and each Owner. Your duties hereunder are UNCONDITIONAL.

11. You agree to maintain all insurance H.R.S deems necessary, but in any event, at least: (a) liability insurance coverage with minimum limits of at least \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full new replacement value thereof; and (c) hired auto physical damage (for the full replacement value thereof), and hired auto liability insurance with limits of not less than \$1,000,000 per occurrence, for any and all rented vehicle(s). Such policies shall: (i) name H.R.S as an additional insured and loss payee; (ii) waive subrogation against H.R.S; and (iii) be primary (H.R.S's insurance will be excess).

12. To the maximum extent permitted by applicable law, you hereby grant to H.R.S a lien on all real property improved with any Rented Item(s), or on which it/they may be located or used. H.R.S may, without notice or liability to you, remotely monitor (including the use of telematics) and/or inspect any Rented Item(s) at any

time, that all information and all data thereby obtained will be the sole and exclusive property of H.R.S and may be used and/or distributed as H.R.S deems appropriate in its sole and absolute discretion. If any performance required of H.R.S is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond H.R.S's reasonable control), H.R.S will be excused from such performance.

You waive the benefits of any and all statutes of limitations regarding H.R.S's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize H.R.S to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all offsets, chargebacks, and other claims with respect thereto. You agree to pay H.R.S the maximum lawful charge for any check you write which is returned unpaid. Except only as set forth herein, this Contract cannot be further amended or extended except in a writing signed by H.R.S. Our maximum liability in connection with this Contract is limited to the Rent actually paid by you hereunder. This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the subject matter of this Contract, and that allocation is reflected in a reduced Rent. You will pay: (a) our attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Item. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy we may have.

13. If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to H.R.S; (c) become insolvent; or (d) die or cease conducting business, or if any Item(s) shall be lost, damaged or destroyed, you will be in default, whereupon, H.R.S may without notice or liability to you, to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass, breaking and entering, or other transgression (for which you hereby agree to indemnify, defend and hold harmless H.R.S); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase parts, repairs and/or replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity.

14. This Contract, and any Addenda provided by H.R.S, represent the entire agreement between you and H.R.S, superseding all other oral and written agreements and representations (including H.R.S's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. There are no third-party beneficiaries hereto, other than the Owner(s) of re-rented Item(s). This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from H.R.S at any time(except only as otherwise agreed by H.R.S). *Pristinum tabulae scribere abs etiaw*. This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of Georgia, with proper venue for any and all associated civil lawsuits and legal proceedings lying solely and

exclusively in the federal and state courts located in or nearest to Gwinnett County, GA. You hereby consent and submit to such jurisdiction and venue and waive all claims that it constitutes an inconvenient forum.

15. Warning: Unlawfully appropriating the property of another with the intention of depriving him or her of the property, and/or obtaining use of personal property available only for compensation by deception and with the intent to avoid payment, may be deemed THEFT, resulting in CRIMINAL PROSECUTION AND/OR CIVIL PENALTY(IES).

See OGCA, §16-8-2, et seq. for details.