

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

For good and valuable consideration, you and Wes-Par Rental Station, Inc., an Ohio corporation (hereinafter "WPRS") 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; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section [or "§"] 6 below); "Site" means the "Delivery / Use Address" set forth on P.1; "Customer," "Lessee," "you" and "your" mean the "Customer/Lessee" identified on P.1; and "Lessor," "we," "us" and "our" mean WPRS.
2. You agree to rent from WPRS the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay WPRS all rent and other amounts set forth on P.1 (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all such Item(s) is/are returned to and accepted by WPRS in the proper return condition as required under § 10. Unless otherwise agreed in writing by WPRS, 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 calendar day, 40 hours per 7-day period, 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" described in § 6. Additional amounts will be due for overuse and late returns. No allowance will be made for period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent").
3. You agree: (a) to pay WPRS: (i) the Estimated Rent and any deposit specified on P.1 in advance of the Term (the "Prepayment"); and (ii) any 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 deemed a limit of your liability to WPRS; and (iv) unless otherwise agreed by WPRS: (A) all Prepayments are **NON-REFUNDABLE** as liquidated damages; and (B) anything remaining with, in or on any Item(s) upon return to us will be deemed abandoned.
4. You will ensure the Site is safe, secure and fit for delivery and use of the Rented Item(s). If we agree to provide any service(s) (including delivery and/or retrieval), you will: (a) pay our charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our employees and agents have unlimited access to the Site. WPRS will not be responsible for any delay(s) caused by other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend and hold harmless WPRS. If you 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, condition, quality and quantities).
5. Except with respect to Rented Items WPRS rents from third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), WPRS 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, sublease or assign any such Item or this Contract without our prior written consent.** WPRS may substitute one or more Item(s) at any time, and/or sell or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of WPRS hereunder, at law or in equity.
6. 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 WPRS**), carefully examined and inspected by you or your agent(s); and (b) you: (i)

have received, read and understand all training, instructions, user manuals, maintenance requirements, and other information, if any, including all applicable laws, rules, regulations, manufacturers' manuals and EPA, OSHA, ASME, IBC, NFPA, IFC, ASSE, IEEE, MSHA, DOT and/or ANSI Standards pertaining to such Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust and Electronic Logging Device requirements); (iii) have been made aware of the need to use FALL AND RESPIRATORY 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 any required notice(s) to, and obtain all necessary licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to dig or disturb the ground surface (see below); (vi) will immediately cease using any Item that is damaged, breaks down, malfunctions or proves defective (a "Breakdown"); and (vii) will ensure that all other users of any Item(s) comply herewith. You will notify us immediately if any of the foregoing becomes untrue.

7. O.R.C. § 3781.25-32 requires that anyone penetrating the surface of the earth must have the utilities marked on their property before the "dig." The Ohio Utilities Protection Service (OUPS) will arrange to have any **public** underground utilities marked on the Site. Please call them at 1-800-362-2764 up to 10 days prior to the installation date, but no later than 48 hours prior thereto. The Ohio Oil & Gas Producers Utilities Protection Service (OGPUPS) should also be called. They can be reached at 1-614-715-2984. You will need to know your county, township, and township section number for your event location. Both services are *free*.

8. In the event of a Breakdown, you will immediately notify, and return the subject Item(s) to, WPRS, and provided such Breakdown did not result from or in connection with any wrongful or negligent act or omission of, or any breach of any provision of this Contract by, you or anyone you permit to use or 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. WPRS will have no other obligation(s) or liabilities regarding Breakdowns, all of which you hereby waive, together with all associated direct and indirect damages.

9. YOU AGREE TO PROVIDE ALL APPLICABLE TRAINING, FAMILIARIZATION, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S), and ensure that each Item is used safely and only: (a) within its rated capacity; (b) at the Site; and (c) in compliance with this Contract (including without limitation, §§ 6, 10 and 13).

10. You agree to protect, properly service, 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 WPRS on time, clean, free of contamination, 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 us: (a) Rent for each succeeding full rental period until all Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove from the Site, conceal, repair, modify, submerge or damage any Rented Item; (ii) violate any Instruction, insurance policy or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); or (iv) take possession of or exercise control over any Rented Item, without our prior consent (in our sole discretion). With respect to rented trailers, you shall: (A) carefully inspect the coupling mechanism(s), safety chain(s), tongue jack(s), door(s), latch(es), tires, brakes, taillights, turn signals, pins and tie-downs before each use; (B) secure, protect and periodically inspect all contents of, and refrain from overloading, such trailer(s); (C) connect all taillights and turn signals; (D) timely pay all tolls, taxes, fees, fines, duties and other applicable charges; (E) maintain them in roadworthy condition; (F) waive all claims against WPRS for associated damage to motor vehicle(s) (including hitches and mirrors).

11. NO WARRANTIES: WPRS IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S), all of which are provided "AS-IS". NEITHER WPRS 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 ANY WARRANTY(IES) ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) regarding any Item(s) or Service(s) provided hereunder, nor does WPRS or any TPO make any warranty against INTER-FERENCE OR INFRINGEMENT, all of which you hereby waive. No depictions, models, descriptions, specifications or advertisements constitute representations or warranties by WPRS.

12. 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/OR 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, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, WPRS 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 damages, costs and expenses we may incur in connection with any breach of this Contract by you, your agents or your employees; 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.

13. WARNINGS: POWERED TOOLS AND EQUIPMENT CAN BE DANGEROUS. EXERCISE EXTREME CARE, AND ENSURE THAT ALL SUCH ITEM(S) ARE USED ONLY FOR ITS/THEIR INTENDED PURPOSE(S), BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED, INSTRUCTED, AND IF APPLICABLE, LICENSED, ADULTS.

14. You agree to maintain all insurance we may require, including: (a) liability insurance with limits of at least \$1,000,000 per occurrence; and (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement value thereof, where possible: (i) naming WPRS as an additional insured and loss payee; (ii) waiving subrogation against WPRS; (iii) being primary and non-contributory; and (iv) incorporating such other provisions (including deductibles) as we may require.

15. If and only if, we have offered and you have purchased and paid for our OPTIONAL LIMITED DAMAGE WAIVER ("LDW") (set forth on P.1, if available) prior to commencement of the Term, you will have no liability to us for 80% of the first \$10,000 of repair/replacement costs for Item(s) covered by LDW ("Covered Item(s)"). You will, however, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged as a result of: (A) your breach of this Contract; (B) theft or other failure to timely return Covered Item(s) to us; (C) gross negligence, misuse and/or abuse of Rented Item(s) (including without limitation, submerging, overturning and overloading); (D) vandalism and/or malicious mischief, (E) use of alcohol or drugs; and/or (F) use of any Item in violation of any law, warranty or insurance policy; (iii) batteries, glass, tires, tubes, tracks, booms, belts, chains, knobs and/or hoses; (b) 20% of the first \$10,000 of repair/replacement costs for Covered Item(s); and (c) all repair and replacement costs exceeding \$10,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the property damage/inland marine insurance referenced in § 12. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

16. Your duties hereunder are unconditional. If you or any guarantor shall: (a) fail to fully and timely pay or perform any of your obligations under this Contract; (b) provide any incorrect or misleading information to us; (c) become

insolvent or declare bankruptcy; or (d) die or cease conducting business, or if any Item(s) shall be lost or damaged (unless covered by LDW as provided in § 15), you will be in **default**, whereupon, we 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, empty, lock and/or disable any or all of the Item(s) without being guilty of breach, trespass or other transgression, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless WPRS and its agents); (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 damages, losses, costs and expenses (including without limitation, Rent for the balance of the Term, interest, attorneys' fees and collection costs); and/or (vii) pursue any other rights and/or remedies available in connection herewith, all of which shall be cumulative.

17. This Contract, together any addenda we provide and our "Rental Policies" appearing at <http://wesparrental.com/rental-policies/>, each of which is incorporated herein, represent the entire agreement between you and WPRS, superseding all other agreements and representations, including our advertising. The terms of this Contract are severable. If any of the term(s) hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract cannot be further amended or extended except in a writing signed by WPRS. **You authorize WPRS to submit all amounts coming due under this Contract to any debit or credit card(s) you provide, and you waive all associated setoffs and chargebacks.** If any legal action is commenced in connection with this Contract, WPRS will be entitled to recover its costs and expenses associated therewith (including its attorneys' fees and expenses) from you if WPRS prevails. Time is of the essence. We may, without notice or liability to you, monitor and/or inspect any Rented Item(s) at any time. If any performance required of us is rendered impractical as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God" (e.g., 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 from you hereunder but not timely paid will bear interest at 18% per annum (or if less, the highest rate permitted by law) until paid. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. **Our maximum liability to you in connection with this Contract is limited to the amount(s) actually paid by you to us hereunder.** These Terms and Conditions apply to all Rented Item(s) identified on P.1 and to **all other Items you obtain from WPRS at any time** (except only as we otherwise agree). You agree to timely pay all taxes (including sales and use taxes), fines, fees, tolls, duties, assessments and other charges related to each Item and/or the transactions contemplated in this Contract. 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. You acknowledge that: (a) this Contract: (i) is fair and reasonable; and (ii) shall be interpreted under the laws of the State of Ohio; and (b) proper venue for all associated civil legal proceedings shall lie solely in the federal, state and local courts located in or nearest to Hamilton County, OH (unless waived by WPRS). 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 appearing hereon and/or on any Addenda will be deemed originals.

18. 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 as necessary to address sales). All Item(s) not specifically identified as "**Sale Items**" on Page 1 **will be deemed to be rented Item(s).**

19. **WARNING:** Under ORC, § 2913 (and specifically, §§ 2913.02, 41 and 72), if you fail to return or pay the amount(s) due for the Rented Item(s) at the agreed upon time(s), you may be subject to **CRIMINAL PROSECUTION** for theft and/or ordered to make restitution for the cost of repairing or replacing such Item(s) as well as any other losses (including loss of revenue) incurred by the Lessor.