

Best Rents, LLC Rental Terms and Conditions

TERMS AND CONDITIONS – Best Rents, LLC ("Lessor") hereby rents to Lessee the equipment ("Equipment") described on the corresponding rental agreement "Rental Agreement", subject to and in accordance with the terms and provisions set forth herein. "Lessee" refers to the person or company leasing the Equipment from Lessor pursuant to this Equipment Lease Agreement (this "Agreement") and such person's or company's business, employer, employees, contractors, affiliates, partners, agents and successors, and any other person or organization to whom charges are to be billed, all of whom shall be jointly and severally liable hereunder. This Agreement, the corresponding Rental Agreement, and the Account Agreement and Terms included in Lessee's Credit Application (collectively, the "Lease Contracts"), represent the entire agreement between Lessor and Lessee related to the rental of the Equipment, and no statement, remark, agreement, or understanding, oral or written, or any other representation not contained in the Lease Contracts, will be recognized, nor can same be relied upon by any party to this Agreement. The terms and conditions contained in any of the Lease Contracts may not be modified or expanded except in a writing signed by Lessor. Lessee certifies that all matters contained in this document have been fully read and agreed to as part of this Agreement. In the event that there are inconsistencies or conflicting terms or conditions between this Agreement and the corresponding Rental Agreement or any other document contemplated by this Agreement, the terms and conditions contained in this Agreement shall govern and control.

OWNERSHIP & TITLE – The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor. Lessee will at all times protect and defend, at its own cost and defense, Lessor's title in the Equipment from and against all claims, liens, and legal processes of Lessee's creditors, and will keep all Equipment free and clear from all such claims, liens and legal processes. The Equipment is and shall remain personal property. Upon expiration or earlier termination of the Rental Agreement, Lessee shall return the Equipment to Lessor in good repair, and working order, and in the same general condition as when received, excepting ordinary wear and tear resulting from proper use. The Equipment shall be returned by delivering the Equipment, at Lessee's cost and expense, to such place as Lessor shall specify. Lessee acknowledges that the failure to return the Equipment or the sale/concealment of the Equipment is prohibited, and that any such action may constitute a crime. Lessor, in addition to any other action it may take, may notify the proper authorities and take other action, including the filing of criminal complaints that may subject Lessee or its agents to prosecution. If Lessee fails to make any payment when due, attempts to sell, lease, sublease, mortgage or encumber the Equipment, ceases operations, institutes or has instituted against it proceedings under bankruptcy or insolvency laws, makes an assignment for the benefit of creditors, or fails to comply with any other provision of this Agreement or the corresponding Rental Agreement; or if any attachment, execution, writ or process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessee agrees to deliver the Equipment to Lessor on demand, and Lessor or its representatives may enter on any jobsite, building or place where the Equipment is located and take possession thereof without notice to Lessee, Lessee hereby waiving any right of action against Lessor for such entry and retaking, and this Agreement and the corresponding Rental Agreement shall thereupon terminate at the option of the Lessor. In the event of such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, costs of repairing or replacing damaged Equipment, costs of removal of Equipment from the Lessee's possession, and all transportation and other charges incurred. Lessee agrees to pay attorneys' fees, collection fees, court costs and any other expenses (including, but not limited to, alleged or actual lost or uncollectible income or revenue) incurred in collecting any charges under this Agreement or the corresponding Rental Agreement, in retaking or securing the Equipment, or in enforcing this Agreement or the corresponding Rental Agreement and Lessee's obligations thereunder. This is a rental contract only and Lessee cannot assign, transfer, pledge or hypothecate it, the Equipment or any part thereof, or any interest therein. Lessee is not an agent, representative or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to the Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof.

TERMS OF RENTAL – Lessee shall pay all rental, time, mileage, service, transportation, refueling and other charges in accordance with this Agreement, and all sales and use taxes and expenses. If additional rental time is required, Lessee must advise Lessor, by sending an email to best-rents.com at least seven (7) days prior to end of original rental term. In such an event, a rental extension agreement must be signed, and all payments made. There is no pro-rate for any partial period extensions.

RENTAL PERIOD - The Rental Period will begin on the "date out" set forth in the Reservation Details and will end on any of the following ("**Rental Period**"): (a) The date and time when Lessor provides Lessee with a pickup ticket number for the Equipment, unless such date and time are extended as provided in this Agreement; (b) The date and time when Lessee returns the Equipment to the Store Location, with written acknowledgement of receipt from Lessor, unless such date and time are extended as provided in this Agreement; (c) The date and time of the "date in" set forth in the Reservation Details; or (d) The date the Agreement is terminated as provided under Section **Default** hereunder.

RENTAL CHARGES - Lessee agrees to pay the identified rental rates in the Reservation Details ("**Rental Rates**") for the length of the Rental Period. Rental Rates are based on normal "**one shift**" operation usage of up to 8 hours per day, 40 hours per week, or 160 hours per 4-week period. Unless quoted otherwise, if Equipment is used in excess of one shift, Lessee agrees to pay a full additional shift rate, and hours used in excess of such second shift (i.e. greater than 16 hours per day, 80 hours per week, or 320 hours per 4-week period) will result in yet an additional shift rate being charged. Rental Rates will not be prorated. Rental Rates do not include, and Lessee is solely responsible for: (a) all consumables, fees, licenses, present and future Taxes (defined below), and any other governmental fees or charges based on Lessee's possession or use of the Equipment, including additional fees for more than one-shift use; (b) delivery and pickup charges, including but not limited to any freight, transportation, delivery, and pickup fees and surcharge fees; (c) maintenance, repairs, and replacements to the Equipment as provided in this Agreement; (d) miscellaneous charges and fines, such as fees for lost keys, Damage Waiver (if applicable), and cleaning; (e) fuel used during the Rental Period and any Refueling Charge (defined below); and (f) Environmental Fees (defined below).

ENVIRONMENTAL FEE - To promote a clean and sustainable environment, Lessor takes various measures to comply with applicable environmental regulations, as well as with its own policies. Lessor also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, labor costs, administration costs, and others. To help defray these and other costs, Lessor assesses an environmental fee, plus applicable taxes, for certain rentals ("**Environmental Fee**").

The Environmental Fee is not a tax or government-mandated charge and is not designated for any particular use or placed in an escrow account. Rather, it is a charge that Lessor collects and uses at its sole discretion. Lessee acknowledges the items above and agrees to pay the Environmental Fee where applicable.

DELIVERY AND RETURN; ASSUMPTION OF RISK AND LOSS

Delivery will occur when either Lessor (or its third-party carrier) delivers the Equipment to the jobsite designated by Lessee ("**Jobsite**"), whether acknowledged by Lessee or not, or Lessee picks up the Equipment from the Lessor's branch location, as the case may be ("**Delivery**"). Delivery may occur prior to the start of the Rental Period.

Return will occur when Lessor comes into, and acknowledges, actual possession of the Equipment at or after the end of the Rental Period ("**Return**"). If Lessor agrees to pick up Equipment at the end of the Rental Period, it will do so within a commercially reasonable time (typically two (2) business days) after providing Lessee a pickup ticket number for the Equipment.

Lessee acknowledges and assumes all risks associated with the possession, control, use, and loading and unloading of the Equipment, including but not limited to personal injury, death, theft, losses, damages, and destruction, from the time of Delivery through Return, and further agrees to take all necessary precautions to protect and secure all persons and property from injury or damage related to the Equipment and the use and transport thereof. Lessee understands and agrees that its obligations under this section include securing and safely storing the Equipment to prevent fire, theft, vandalism, or other damage or loss from the time of Delivery through Return.

LATE RETURN

Lessee agrees that if, when Lessor arrives at the Jobsite to pick up the Equipment, the Equipment (i) is not ready or available to be picked up, (ii) is still in use, or (iii) has been used after issuance of the pickup ticket number, then Lessor may, in its sole discretion, require Lessee to do any of the following: (a) continue to pay the Rental Rate(s) applicable to the Equipment; (b) for periods less than 24 hours, pay the full daily Rental Rate applicable to the Equipment; (c) pay any increased Rental Rate(s) in effect at the time of, or after, the expiration of the Rental Period; or (d) assess a pickup charge.

UNPAID AND PAST DUE CHARGES

Lessee agrees that there shall be added to all past due charges interest of 1-1/2% per month of any unpaid balance. Lessee authorizes Lessor to charge unpaid rental amounts and all other amounts owed by Lessee under the Lease Contracts to Lessee's credit card provided or on file.

INSPECTION/REPAIRS

Lessor will use reasonable care to see that the Equipment is in proper working condition upon Delivery. Lessor will not operate or test the Equipment prior to Delivery, unless such operation or test is deemed necessary by Lessor (in its sole discretion) or unless Lessee requests such operation or test in writing.

Lessee shall inspect and examine the Equipment upon Delivery and Return and promptly notify Lessor of any defects on Pre-Delivery Inspection and Post-Delivery Inspection. Unless Lessee, at the time of Equipment pick up, gives written notice to Lessor specifying any defect in or other proper objection to the Equipment, Lessee shall be conclusively presumed to have examined and inspected the Equipment and to be satisfied with the same.

Lessee has inspected or will inspect all hitches, bolts, safety chains, hauling tongues, and other devices and materials used to connect the Equipment to Lessee's towing vehicle, if any. Lessee acknowledges that it, and not Lessor, shall be responsible for any damage to the Equipment or Lessee's towing vehicle caused (i) during transportation of the Equipment or (ii) by any detachable hitches, mirrors, or securement apparatuses, in each case by or of anyone other than Lessor. Lessee shall be responsible for any Red Dye (Off-Road) Fuel inspection. If determined, during inspection, that any Equipment has dyed fuel in its tank or fuel system, then Lessee shall pay or reimburse to Lessor for any and all federal, state or local fines, and the costs of servicing and replacement of all fuel systems, and will be billed accordingly at Lessor's prevailing hourly shop rate (currently \$159.00 per hour).

Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order, and shall furnish any and all labor, parts, mechanisms and devices required to keep the Equipment in good mechanical and working order. Lessee agrees to complete "28 Day Paperwork" as required, and return completed sheets to Lessor within 7 days after receipt either in person or by

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email to best-rents.com. Failure to provide required paperwork or falsifying information will result in \$1,000 fine per occurrence. Should the Equipment become unsafe, malfunction or require repair, Lessee shall immediately cease using the Equipment and immediately notify Lessor. Lessor has no obligation to replace or repair the Equipment should it become unsafe or inoperable.

FAILURE TO DELIVER AND LIMITATION OF LIABILITY – Lessor shall not be liable for, and Lessee releases and discharges Lessor from, any and all loss, liability or damages whatsoever (including consequential and special damages) which might be incurred or caused by Lessor’s failure or inability to deliver the Equipment by any specified date or time, regardless of the cause. Lessor shall not be liable for any damages or losses by reason of failure of the Equipment to operate, or of faulty operation of the Equipment, or resulting from the installation, operation or use of the Equipment. In no event shall Lessor be liable for consequential or incidental or punitive damages, including, but not limited to, business interruption or lost profits, whether such liability be premised upon breach of this Agreement or warranty, negligence, or any other legal or equitable theory, and Lessee hereby waives any right it may have to such damages.

NO WARRANTIES – Lessor neither makes, nor shall be deemed to have made, any warranty or representation, express or implied, concerning the Equipment, including, without limitation, any warranty or representation (a) as to its design, quality, capability, or condition, (b) as to its merchantability or fitness for any particular purpose, or (c) that the Equipment will satisfy the requirements of any law, rule, specification or contract that provides for specific equipment, operators or special methods. Lessor assumes no obligation with respect to the operation or maintenance of the Equipment, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee at its sole risk and expenses. No defect in, or unfitness of, the Equipment shall relieve the Lessee of the obligation to pay rent or any other obligation under the Lease Contracts.

INSURANCE – Prior to Delivery of the Equipment, Lessor requires, and Lessee shall provide to Lessor, certificate(s) of insurance containing the minimum insurances, liability limits and endorsements attached to the certificate(s) of insurance for confirmation of compliance with the insurance requirements set forth below. Lessee agrees to abide by the provisions of any of said insurance policy or policies, and to notify Lessor and the insurer of any accident or bodily injury occurrence involving the Equipment immediately by telephone and thereafter to promptly report to each of them, in writing, all information relevant to such accident or occurrence. Lessee, and its agents, servants, visitors, licensees, contractors and employees, shall cooperate fully with Lessor and insurer in the investigation, prosecution and/or defense of any related claim or suit, and shall do nothing to impair or invalidate the applicable insurance coverage.

Lessor’s acquiescence in Lessee’s certificate of insurance shall not be a waiver of Lessee’s insurance obligations hereunder. Lessee shall also keep the Equipment insured for its total present value against any loss or damage through accident, fire, weather condition, theft or malicious destruction and any other insurable risks. All insurance policies insuring against risk of physical loss of the Equipment shall provide that the coverages shall not be invalidated against Lessor or its assignees because of any violation of any condition or warranty contained in any insurance policy or application thereof by Lessee or by reason of any act of Lessee.

Lessee shall be required to purchase and maintain in full force and effect during the entire time this Agreement and corresponding Rental Agreement are in effect, insurance policies in at least the amounts listed below, covering the Equipment between the time of Delivery to Lessee and the Return to Lessor. Such insurance policies shall be written by an insurance company or companies of adequate financial responsibility acceptable to Lessor (in its sole discretion) and rated A.M. Best or equivalent as A:VII or better, insuring Lessee against any loss, damage, claims, suits, actions or liability caused by or occasioned by or arising from any use of the Equipment by or negligence of Lessee or any of Lessee’s agents, servants, visitors, licensees, contractors or employees during the lease term. Each insurance policy shall, by endorsement, name Lessor as an additional insured and loss payee, and the proceeds of any such insurance policy shall be payable to Lessor and Lessee, as their interest may appear. Such endorsement or endorsements shall provide, in each case, that said insurance company or companies shall give to Lessor at least thirty (30) days’ notice, in writing, of any proposed cancellation, modification or alteration of any said insurance policy or policies.

See Example of Certificate of Insurance for proposed customer insurance requirements

Commercial General Liability	\$1,000,000 Each Occurrence (Bodily Injury and Property Damage) \$1,000,000 Personal & Advertising Injury (Any One Person or Organization) \$2,000,000 General Aggregate (Other Than Products- Completed Operations) \$2,000,000 Products-Completed Operations Aggregate
Workers Compensation	Statutory
Employer Liability	\$1,000,000 Bodily Injury by Accident/Each Accident \$1,000,000 Bodily Injury by Disease/Policy Limit \$1,000,000 Bodily Injury by Disease/Each Disease
Automobile Liability (For Any and All Owned, Hired, non-owned, Borrowed)	\$1,000,000 Bodily Injury and Property Damage/Combined Single Limit Insurance Certificate Must Note Coverage for Automobile Physical Damage In Addition To Liability Coverage
Garage Liability	\$1,000,000 Each Occurrence
Excess/Umbrella Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate

LIENS, TAXES, ASSESSMENTS AND LICENSES - Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, and shall pay all license fees, registration fees, assessments, charges and taxes (municipal, state and federal) (“Taxes”), which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the Equipment or on the earnings arising therefrom; excluding however, all taxes on or measured by Lessor’s income. Lessee shall also provide all permits and licenses, if any, necessary for the installation and operation of the Equipment or any parts thereof. Lessee shall pay, or reimburse to Lessor, forthwith as additional rent if Lessor is charged for the same, all freight, packing and handling charges (including related insurance charges) as billed by any manufacturer, vendor, or carrier.

IFTA - Per the terms and conditions set forth with the rental agreement from Best Rents. It is Lessee’s responsibility to provide accurate and timely mileage and fuel reporting to Best Rents.

The IFTA - Fuel and Mileage Reporting Form (BRTR001) must account for all distance traveled and all fuel purchased. If this form is not completed in full and submitted by email @ IFTA@best-rents.com or physically received by the 28th of each month to Best Rents, Lessee will be charged *\$.75 per mile that the unit was driven during the rental period. Each month’s mileage will be pulled from the truck’s GPS unit for mileage calculations and stored with rental agreement for the duration of rental term. All copies of this form along with fuel receipts must be mailed to the address below. Per mile charge is calculated by IFTA quarterly rates plus administration charge to gather non-compliant information. Additional instructions (BRTR002) on back of envelope supplied at time of rental agreement is signed. Additional forms can be supplied via the website www.best-rents.com under the Rental tab, Rental Forms.

Mailing Address:
Best Rents
5550 Poindexter Drive
Indianapolis, IN 46235

For questions regarding IFTA – Fuel & Mileage Reporting Form or need additional instructions please contact Best Rents @ 800-372-BEST.

INDEMNIFICATION – Lessee shall defend, indemnify and hold harmless Lessor and Lessor’s parents, subsidiaries, owners, members and affiliated companies, and each of their successors, assigns, directors, officers, agents and employees, from and against all claims, costs, losses, liabilities, damages, fines, penalties and expenses, including reasonable attorney’s fees, of every character whatsoever, by reason of bodily injury, death or property damage, sustained by any person or persons, including but not limited to any agents, servants, visitors, licensees, contractors or employees of Lessee, arising out of, as a result of, or in any way connected with the Lease Contracts and/or the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of the Equipment, whether such bodily injury, death or property damage are due or claimed to be due to any negligence of Lessor, the servants, contractors, directors, officers, members, employees or agents of Lessor, or any other person. Lessee acknowledges that it is subject to additional indemnification requirements that are set forth in other sections of this Agreement.

USE – Lessee warrants and agrees that the Equipment shall be used solely in Lessee’s business, only for business purposes, and only when operated by competent and qualified personnel in a proper, safe and careful manner and in accordance with the manufacturer’s and supplier’s instructions and manuals and in compliance with all governmental and insurance requirements. The Equipment should not be used: to carry persons for hire, to carry persons other than drivers or helpers employed by Lessee (and these shall be carried within the cab) and then only if such carriage is lawful, to transport for hire unless Lessee obtains all necessary permits and licenses, in violation of any law or ordinance or in any speed contest, for the carrying or hauling of explosives or any other hazardous material. If the Equipment is used in violation of this paragraph, or is obtained from Lessor by fraud or misrepresentation, or if used in furtherance of any illegal purpose, then all use of the Equipment is without Lessor’s permission.

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Lessee certifies that all individuals possessing, using, maintaining, or operating the Equipment have read and understand the Equipment's owner's manual. Additionally, Lessee certifies that those individuals who will be assigned to possess, utilize, maintain, or operate the Equipment are trained and qualified in the precautions, safety, and operation of the Equipment. Lessee is aware that death or serious injury can occur from improper possession, use, maintenance, or operation of the Equipment. Only individuals with qualifying and valid CDL driver's licenses are authorized to drive the Equipment requiring such license.

Lessee shall, at its sole expense, comply with all municipal, local, state, federal and other laws, requirements and regulations affecting the Equipment and its possession, use, maintenance, operation, erection, dismantling and transportation, including, but not limited to, all federal and local Department of Transportation and O.S.H.A. regulations, IFTA reporting, and licensing and building code requirements, and shall defend, indemnify and hold harmless Lessor and Lessor's parents, subsidiaries, owners, members and affiliated companies, and each of their successors, assigns, directors, officers, agents and employees, from and against all claims, costs, losses, liabilities, damages, fines, penalties or expenses, including reasonable attorney's fees, of every character whatsoever, resulting from actual, threatened or asserted violations of such laws, requirements or regulations.

Lessee agrees, at Lessee's expense, to clean, care for and maintain the Equipment in accordance with the manufacturer's specifications including, but not limited to: (a) oil, lubricants, filters, tires, tubes, belts, labor, parts and all other operating necessities, (b) towing services, and (c) proper winterizing of Equipment to prevent freezing, including water pump. At Lessee's request, or if Lessee fails to perform required maintenance when needed, Lessor will perform maintenance, adjustments or repairs to the Equipment. Lessor will charge Lessee for all such work including, but not limited to, labor, transportation costs, parts, materials and waste disposal. Lessee acknowledges that Lessor has no responsibility, but has the right, at any and all times, to enter upon any jobsite or premises where the Equipment may be located for the purpose of inspecting the Equipment and observing the use of the Equipment. Lessee, whenever requested by Lessor, will advise Lessor of the exact location of the Equipment.

REASONABLE WEAR AND TEAR – Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by proper, ordinary and reasonable use. The following (for purposes of example and not limitation) shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels, (b) any damage resulting from lack of servicing or preventative maintenance in accordance with manufacturer's specifications, (c) damage resulting from any collision, overturning or improper operation including, but not limited to, overloading or exceeding the rated capacity of the Equipment, (d) damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part thereof. Repairs to the Equipment shall be made to the satisfaction of Lessor (in its sole discretion) and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment. Lessee shall make no alterations, changes, additions or improvements to the Equipment without prior written consent from Lessor, and all such alterations, changes, additions or improvements shall belong to and become Lessor's property. Parts that sustain excessive wear and tear during the rental period such as hoses, flanges and piping shall be replaced at Lessee's expense. If at any time during the term of this Agreement or the corresponding Rental Agreement Lessor supplies Lessee with labels, plates, insignia, lettering or other markings stating that the Equipment is owned by Lessor, Lessee shall affix and keep the same upon a prominent and conspicuous place on the Equipment. Lessee will not change or remove any label, plates, mud flaps, decals, insignia, lettering or other markings on the Equipment.

EQUIPMENT CLEANING - Lessee must thoroughly empty and clean the Equipment prior to Return to Lessor. If Lessee fails to comply with the terms of this provision, Lessee agrees to pay any and all related costs incurred by Lessor to have any residual material tested, removed and properly disposed. Lessee further agrees that the rental shall continue to accrue unabated until Lessee complies herewith or until such time as the Equipment has been emptied, cleaned and returned to Lessor.

DEFAULT/RECOVERY – Should Lessee, in any way, fail to perform, observe or satisfy any covenant, condition, warranty, obligation or provision of any of the Lease Contracts, then Lessor may, at its option, and without notice or demand, do any one or more of the following: (a) terminate this Agreement, (b) declare all sums payable under the Lease Contracts immediately due and payable, (c) commence legal action or other proceedings, at law or equity, to enforce performance by Lessee of the covenants of the Lease Contracts and to recover damages for breach thereof, (d) retake possession of the Equipment, (e) hold Lessee liable for all rental and other charges due or to become due during the remaining term of this Agreement and the corresponding Rental Agreement, plus expenses paid or incurred by Lessor in connection with repossession, holding, repair, refurbishing, sale, replacement, lease or other disposition of the Equipment, and (f) pursue any other remedies available by law. Should any action or proceedings be instituted by Lessor for monies due to Lessor under any of the Lease Contracts and/or for possession of the Equipment and/or for any other relief, Lessee shall be liable for Lessor's reasonable attorneys' fees. The rights and remedies afforded Lessor hereunder shall not be deemed to be exclusive but shall be in addition to any rights or remedies provided by law. If any court of competent jurisdiction determines that any of the provisions of this paragraph are invalid or unenforceable, such determination shall not prohibit Lessor from enforcing its rights and establishing its damages in any action or proceeding in which Lessor seeks to enforce its rights and recover such damages, in accordance with the laws of such jurisdiction.

Lessor shall have the right to issue and circulate theft notices, cause warrants to be issued for the taking into custody of Lessee and any of its agents, partners, representatives or employees, and/or take any other steps which Lessor may reasonably deem necessary or prudent to recover the Equipment if it is not returned at the time specified or sooner as permitted by the terms of this Agreement or the corresponding Rental Agreement. Lessee hereby releases and agrees to defend, indemnify and hold harmless Lessor and Lessor's parents, subsidiaries, owners, members and affiliated companies, and each of their successors, assigns, directors, officers, agents and employees, from and against all claims for damages or losses which Lessee or any other party may sustain as a result of any action taken by Lessor.

LOSS – Lessee hereby assumes and shall bear the entire risk of loss of damage to, or destruction of the Equipment from any and every cause. If the Equipment is lost, stolen, damaged or destroyed under any circumstances, regardless of fault, Lessee shall be responsible for all costs for repair and/or replacement, including, but not limited to, repair labor, parts, shipping, complete replacement, and loss of use (whether insurable, insured or not). No loss of, damage to, or destruction of the Equipment or any part thereof shall impair any obligation of Lessee under the Lease Contracts, which shall continue in full force and effect, including, but not limited to, the obligation of Lessee to make rental payments. In the event of loss, destruction, theft or damage of or to the Equipment, Lessee agrees to notify Lessor immediately by telephone, and thereafter to promptly report in writing to Lessor and the public authorities (where required by law or by Lessor) all information relating thereto. Lessee shall cause its agents and employees to give Lessor and the public authorities proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, destruction, theft or damage.

LESSEE'S WARRANTIES – Lessee represents and warrants that (a) Lessee is duly organized under the laws of Indiana or otherwise authorized to do business in Indiana; (b) Lessee is authorized to enter into and perform under the Lease Contracts and doing so will not cause Lessee to be in violation of any other agreement; (c) the Lease Contracts will be enforceable against Lessee in accordance with their terms; (d) Lessee is not a party to, and is not aware of, any litigation that would have an adverse effect on the Lease Contracts or their enforceability against Lessee; (e) Lessee is in compliance with all laws and regulations that may have an effect on Lessee's ability to fulfill the terms of the Lease Contracts; (f) Lessee's financial statements are prepared in accordance with generally accepted accounting principles; (g) Lessee has obtained any necessary government approvals for renting the Equipment; (h) the Equipment will be used for business purposes only; and (i) the person executing this Agreement on behalf of Lessee is duly authorized to execute this Agreement for and on behalf of Lessee.

JURY WAIVER - Lessor and Lessee hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute (whether based upon contract, tort or otherwise) between or among them arising out of, or in any way related to, any of the Lease Contracts or any other document contemplated by this Agreement, or any relationship between Lessor and Lessee. This provision is a material inducement to Lessor and Lessee entering into this Agreement.

BINDING EFFECT - This Agreement inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, trustees, affiliates, partners, agents, successors and assigns of the parties hereto.

NO OFFSETS - Lessee hereby waives any and all existing and future claims and offsets against any rent or other payments due under Lease Contracts and agrees to pay the rent and other amounts thereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

WAIVER – No term, covenant, requirement, or condition of this Agreement may be waived except by the written consent of Lessor. The waiver by Lessor of any term, covenant, requirement, or condition herein contained shall not be deemed to be a permanent or continuing waiver thereof of any subsequent breach of the same or any other term, covenant, requirement or condition of this Agreement. The subsequent acceptance by Lessor of rent or other payment shall not be deemed to be a waiver of any breach by Lessee of any term, covenant, requirement, or condition herein contained, regardless of Lessor's knowledge at the time of acceptance of such rent or other payment.

PARTIAL INVALIDITY - If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

NOTICES - All notices to be given under this Agreement shall be made in writing and delivered by hand or by overnight delivery service or by certified mail to the other party at its principal office address or such other address as such party may provide in writing from time to time. Any notice delivered or sent by certified mail to such address shall be effective when received at such address.

TIME OF ESSENCE - Time is of the essence in the Lease Contracts and in each and all of their provisions.

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HEADINGS - Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

GOVERNING LAW - The Lease Contracts and the terms and conditions contained therein shall be enforced under and construed in accordance with the laws of the State of Indiana (without regard to its conflicts of laws principles). The parties' consent to the venue and personal jurisdiction of the federal and state courts located in Marion County, Indiana as the exclusive forum for resolution of any dispute under any of the Lease Contracts.

ORDER OF PRECEDENCE - The terms and conditions of the Lease Contracts control over any other terms or conditions contained in Lessee's purchase order or similar documents, and Lessor hereby rejects such other terms and conditions. If Lessor signs Lessee's purchase order or similar document, such signature is solely for the purpose of acknowledging the order; it being the express intent of the parties that Lease Contracts govern all rental and service transactions between the parties.

MISCELLANEOUS - Lessee shall apply for and have the Department of Transportation number and IFTA license for the Equipment. Lessee is aware that the Equipment may be equipped with an onboard GPS system and agrees to not tamper with the unit in any way. If the unit is tampered with, a minimum of \$2000 fee will be assessed.

Lessee's execution of this Agreement and/or acceptance of Delivery of the Equipment will constitute Lessee's acceptance of the provisions contained herein, and the exclusion of any terms and conditions otherwise stated or contained in addendums which conflict with or limit the provisions contained herein.

This Agreement may be executed in any number of counterparts, each of which will constitute an original, and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or Portable Document Format (PDF) shall be as effective as delivery of a manually executed counterpart.

I have read, understand, and agree to the terms and conditions contained herein. I represent and warrant that (a) I have the full legal, right, power and authority to enter into and perform under this agreement and the corresponding rental agreement, and (b) I am duly authorized to enter into and sign this agreement for and on behalf of Lessee.