

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

1. For good and valuable consideration, you and MikeRentals, Inc., a Missouri corporation ("MRI") 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 all "Instructions" and safety equipment provided per the terms of §5 below); "Site" means the "Shipped To" address set forth on Page 1; "§" means a numbered section of this Contract; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "Lessor," "we," "us" and "our" mean MRI.
2. You agree to rent from MRI and MRI 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" or "Rental"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by MRI in the proper return condition as required under §7 at the end of the Term. Unless otherwise specifically agreed in writing by MRI, all Rental rates are for normal use of the Rented Item(s) during the Term, not exceeding 8 hours per day (a "day" being one period of 24 consecutive hours), 40 hours per 7-day period, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" described in §5. Additional prorated Rent will be charged for late returns and overuse. 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 MRI: (i) the Estimated Rent specified on Page 1 in advance of the Term (the "Prepayment") unless otherwise agreed by MRI; and (ii) all 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 MRI; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise agreed by MRI. Anything remaining with, in or on any Item(s) upon return will, at our option, be deemed surrendered and abandoned.
3. Except with respect to any Item(s) MRI rents from one or more third-party owner(s) (each, a "TPO") and then re-rents to you ("Re-Rented Item(s)"), MRI 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 will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. **You agree not to loan, transfer, sublease or assign any Rented Item or this Contract without the prior written consent of MRI** (granted, conditioned or withheld in MRI's sole discretion). MRI 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 will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of MRI.
4. If we agree to provide any service(s) (including delivery and/or retrieval of the Item(s)), you will: (a) pay our regular charge(s) therefor, 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. MRI 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 MRI. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of MRI's representatives regarding the same (including status, condition and quantities).
5. 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 MRI**), carefully examined and inspected by you or your agent(s);

and (b) you: (i) have received, read and understood all applicable training, familiarization, instructions, user manuals, maintenance requirements, and other information (including all applicable EPA, OSHA, NFPA, IFC, ASME, 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); (iii) have been made aware of the need to use all recommended and required safety equipment (including fall protection and other safety equipment); (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, local utilities and cable companies; (vi) will immediately cease using any Item that is damaged, breaks down, malfunctions or proves defective (a "Malfunction"); and (vii) will ensure that all other users of any Item(s) comply herewith. You will notify MRI immediately if any of the above statements is/are or becomes incorrect at any time.

6. In the event of a Malfunction, you will immediately notify, and return the Malfunctioning Item(s) to, MRI, and provided such Malfunction 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 the subject 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. MRI will have no other obligation(s) or liabilities regarding Malfunctions, all of which you hereby waive and relinquish together with all incidental and consequential damages.

7. 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 MRI 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 agree to pay to MRI: (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 MRI may incur in connection with such failure.

8. **WARNINGS: AERIAL LIFTS AND POWERED TOOLS AND EQUIPMENT CAN BE DANGEROUS AND SHOULD BE TRANSPORTED, SERVICED, MAINTAINED, STORED, REPAIRED AND USED WITH GREAT CARE, ONLY FOR THEIR INTENDED PURPOSES, AND ONLY BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS. DO NOT PERMIT ANY PERSON(S) WHO HAS/HAVE NOT RECEIVED THE NECESSARY TRAINING OR FAMILIARIZATION TO USE ANY RENTED ITEM(S).**

9. YOU AGREE TO PROVIDE ANY AND ALL NECESSARY TRAINING, FAMILIARIZATION, INSTRUCTIONS AND WARNINGS TO ALL USERS OF THE RENTED ITEM(S), and ensure that each Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by MRI on a case-by-case basis, at the Site; (d) BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED AND/OR LICENSED (AS APPLICABLE) OPERATORS; and (e) otherwise in full compliance with the Instructions as well as all applicable laws, rules, regulations and policies of insurance, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove (to a location more than 50 miles away from Sikeston, Missouri), conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any applicable law, policy of insurance or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, radioactive or otherwise harmful or hazardous material(s), substance(s) or circumstance(s); or (iv) take possession of or exercise control over any Rented Item, without MRI's prior consent (which may be granted, conditioned or withheld in MRI's sole and absolute discretion).

10. MRI IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S), all of which are provided "**AS-IS**". NEITHER MRI 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, WORKMANLIKE PERFORMANCE, OR ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE

regarding any Item(s) or Service(s) provided hereunder, nor does MRI or any TPO make any warranty against **INTERFERENCE OR INFRINGEMENT**, all of which you hereby waive. No depictions, models, samples, descriptions, specifications, recommendations or advertisements constitute representations or warranties by MRI or any TPO.

11. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, ALL RENTED 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, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S), WHETHER OR NOT YOUR FAULT; AND (B) HEREBY RELEASE AND DISCHARGE MRI AND EACH TPO FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MRI AND EACH TPO, AND THEIR RESPECTIVE MANAGERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL INJURIES, 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. You waive all rights and remedies available under the Uniform Commercial Code as adopted in Missouri, as well as all incidental, consequential, special, exemplary and punitive damages, against MRI and each TPO.**

12. You agree to maintain all insurance MRI deems necessary, including without limitation: (a) liability insurance with 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) workers' compensation insurance satisfying the laws of the state(s) which has/have jurisdiction over your employees, and employer's liability insurance for Bodily Injury with limits of not less than \$1,000,000 USD per occurrence. Such policies shall, to the maximum extent possible: (i) name MRI and each TPO as an additional insured and loss payee; (ii) waive subrogation against MRI and each TPO; (iii) be primary and non-contributory, (iv) include a severability of interests provision; and (v) include such other provisions (including deductibles, if any) as MRI may deem appropriate.

13. If and *only if*, we have offered, and you have paid for the **OPTIONAL DAMAGE WAIVER** as provided on Page 1 *before the Term commences*, then *solely with respect* to Item(s) covered by Damage Waiver ("Covered Items"), your liability to MRI for the cost to repair or replace such Covered Items will be limited as set forth in our Damage Waiver Guide, a copy of which you acknowledge receiving and carefully reviewing. You may decline Damage Waiver if you fully and timely comply with this Contract (including §12). **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

14. Your duties hereunder are *unconditional*. If you or any guarantor: (a) fail to timely pay or perform any of your obligations arising under this Contract; (b) otherwise fail to comply with any provision of this Contract; (c) provide any incorrect or misleading information to MRI; (d) become insolvent; or (e) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver as provided in §13), you will be in default, whereupon, MRI 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 any automatic stay; (iii) recover, lock or disable any or all Rented Item(s) without being guilty of trespass or liable for personal injuries or property damage (for which you agree to indemnify, defend and hold harmless MRI); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v)

purchase replacement Item(s) as necessary; (vi) recover from you and/or any guarantor MRI's 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, all of which shall be cumulative.

15. To the maximum extent permitted under applicable law, you hereby grant to MRI a lien on all real and personal property (a) placed in or on; (b) improved with; and/or (c) on which may be located or used, any Rented Item(s). MRI may, without notice or liability to you, monitor (in person, electronically and/or via telematics) and/or inspect any Rented Item(s) at any time, and all information thereby obtained will be the sole and exclusive property of MRI. If any performance required of MRI is hindered as a result of any act or omission of any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), MRI will be excused from such performance. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize MRI to obtain and retain your credit information. You agree to pay MRI the maximum lawful charge for any check you write which is returned unpaid. **MRI's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** You agree to pay all taxes (including all sales, use, and other taxes), fines, fees, and other charges related to each Item. In the event any legal action is commenced in connection with this Contract, if MRI is the prevailing party, MRI will be entitled to recover its costs and expenses associated therewith (including without limitation, attorneys' fees and expenses) from you. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any right or remedy we may have.

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 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)."

17. This Contract (a) constitutes a true "operating lease" (and not a disguised financing); (b) is fair and reasonable under the circumstances; and (c) shall be interpreted under the laws of the State of Missouri, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to Scott County, MO (unless waived by MRI). You hereby consent and submit to such jurisdiction and venue and waive all claims that it constitutes an inconvenient forum. This Contract, and any Addenda provided by MRI (including our Damage Waiver Guide, Aerial Equipment Addendum and Trailer Addendum, as applicable), each of which is incorporated herein, represent the entire agreement between you and MRI, superseding all other oral and written agreements and representations (including MRI'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 the remainder of this Contract will remain valid and in full force and effect. This Contract cannot otherwise be modified, amended or extended except in a writing signed by MRI. Time is of the essence hereof. There are no third-party beneficiaries hereto other than the TPO(s) (if any). **These Terms and Conditions will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other Items you obtain from MRI at any time** (except only as otherwise agreed by MRI). Digital, electronic, photocopied and facsimiled signatures and initials included on this Contract shall be deemed the equivalents of originals.

18. **Warning:** The failure to return rented property within 10 days of the expiration of the rental period and/or the provision of false information in order to obtain rented property may be deemed theft, resulting in **CIVIL PENALTIES** and/or **CRIMINAL PROSECUTION**. Refer to Mo. Rev. Stat. § 38-578.150, *et-seq.* for further details.