

EASTERN SITE SUPPLY EQUIPMENT RENTAL TERMS AND CONDITIONS

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

- I. **LEASE**: The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement.
- II. **TERM**: The Agreement commences on delivery and concludes with Equipment return, or will continue on a month-to-month basis (the "Term").
- III. **RENT**: The rent will be billed each month or at the end of the rental period. Whichever term is agreed upon. Equipment rentals are based on time out, not time used. The Lessee has up to 24 hours to reject the Rented Item(s).
- IV. **USE OF EQUIPMENT**: The Lessee will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law. The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose. Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.
- V. **WARRANTIES**: The Equipment will be in good working order and good condition upon delivery. If for any reason your rental equipment stops working, it is the Lessee's responsibility to report the issue to the store immediately. The Lessor will provide assistance in fixing the issue.
- VI. **LOSS AND DAMAGES**: To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause. If the Equipment is lost or damaged, the Lessee will continue paying Rent, will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition. In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor all unpaid Rent for the Term plus the Current Market Value of the Equipment, at which point ownership of the Equipment passes to the Lessee. The Lessee is responsible for returning the equipment clean, or cleaning charged will be applied to contract.
- VII. **OWNERSHIP, RIGHT TO LEASE AND QUIET ENJOYMENT**: The Equipment is the property of the Lessor and will remain the property of the Lessor. The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner. The Lessor warrants that the Lessor has the right to lease the Equipment according to the terms in this

Agreement. The Lessor warrants that as long as no Event of Default has occurred, the Lessor will not disturb the Lessee's quiet and peaceful possession of the Equipment or the Lessee's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

- VIII. TITLE TO RENTED ITEMS:** Eastern Site Supply owns and will retain title to all Rented Items at all times, and the transaction(s) referenced herein shall be deemed a true (“operating”) lease, and not a “capital” or “finance” lease unless otherwise separately agreed in writing by Eastern Site Supply. Accordingly, unless otherwise separately and specifically agreed in writing by Eastern Site Supply (and only to the extent set forth in such separate agreement), the Lessee will have no right to purchase or to any ownership interest of any kind in or with respect to any of the Rented Item(s). You are granted exclusive control over the use of the Rented Item(s) during the Terms, subject however, to your continuing during to fully and timely comply, and to ensure that all other person(s) you permit to use or otherwise deal with any Rented Item(s) (including all End-Users) full and timely comply, with this Agreement. No Rented Item shall become a part of any building and/or real property by being placed therein or thereon, or by being affixed thereto.
- IX. INDENMITY:** The Lessee will indemnify and hold harmless the Lessor against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Lessee's use of the Equipment.
- X. DEFAULT:** If the Lessee fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Lessee's obligations under this Agreement the following Remedies may be pursued; Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Lessee. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee waives any and all damage caused by such taking of possession. Terminate this Agreement immediately upon written notice to the Lessee. Pursue any other remedy available in law or equity.
- XI. PAYMENT:** All dollar amounts in this agreement refer to U.S. dollars, and all payments required to be paid under this Agreement will be paid in U.S. dollars unless the Parties agree otherwise. All payments will be charged on credit card at the time of rental. Cash will not be accepted for rental purchases. The Lessee agrees to fully and timely pay to Eastern Site Supply all “Rent” together with any other charged accruing hereunder without proration, reduction, or setoff, until all Rented Item(s) is/are returned to and accepted by Eastern Site Supply.
- a. **OTHER CHARGES:** Charges for delivery, shipping, fuel, storage, cleaning, repairs, maintenance, etc may, at the option of Eastern Site Supply, be invoiced separately and may include our actual cost(s), plus a reasonable profit. Such invoices shall be due and payable at the time and on the terms set forth therein (or if no payment terms are specified, immediately upon your receipt of each such invoice.)
- XII. DELIVERY AND RETURN:** You will ensure the Site is reasonably safe, secure, and otherwise fit for delivery and use of the Rented Item(s) at all times during the Term. Delivery and retrieval

charges are not included in the Rent. You may contract with Eastern Site Supply to deliver to the Lessee and/or return to Eastern Site Supply, the Rented Item(s). However, if the Lessee requests provision of any service(s) by Eastern Site Supply and Eastern Site Supply agrees to provide, the Lessee agrees to: (a) pay Eastern Site Supply separately stated charge(s) therefor, and for all waiting time; and (b) be present at the Site or other agreed location at the agreed time(s). The Lessee agrees to accept full responsibility for all Rented Item(s) for the entire period between the start date and the date of return (or retrieval) and acceptance by Eastern Site Supply of each item (as being in the required return condition), even if the Lessee is not then present (and if the Lessee or their representative(s) is/are not then present, the Lessee agrees to accept the statements of Eastern Site Supply's representative(s) regarding the same, including without limitation, the status, condition, quality, utility, freedom of defects, and quantities of the subject Rented Item(s).

- XIII. GENERAL TERMS:** This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures. Time is of the essence in this Agreement. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.
- XIV. CONDITION AND USE:** Unless the Lessee rejects the Rented Item(s) within 24 hours, the Lessee represents, warrants, acknowledges, and agrees 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, carefully examined, inspected and tested by the Lessee (not Eastern Site Supply); and (b) the Lessee: (i) has received, carefully reviewed and understand all training, instructions, user manuals, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, ANSI, and other applicable Standards (collectively "Instructions"); (ii) will fully comply therewith (including without limitation, **RESPIRATORY AND FALL PROTECTION**, included with/in the Rented Item(s); (iii) will use each items only for the manufacturer's intended purpose, in a responsible and safe manner; (iv) **will refrain from disconnecting and/or disable any safety device(s) in/on any Rented Item(s)**; and (v) will immediately cease using any item that breaks down, malfunctions, or proves defective (a "Malfunction").
- XV. MALFUNCTIONS:** In the event of an accident, "Malfunction" or any other damage to any Rent Item(s), you agree to: (a) immediately notify, and if requested by Eastern Site Supply, returned the affected Item(s) to, Eastern Site Supply; (b) cause each authorized user, operator, and occupant of the Rented Item(s) to promptly comply with the requirements of the foregoing subsection (a). With respect to any Malfunction, provided that such Malfunction did not result from or in connection with: (i) any breach of or violation of: (A) any provision of this Agreement; (B) any applicable law, warranty or policy of insurance; or (ii) any wrongful or negligent act or omission by the Lessee, any End-User, or by any other person(s) you or any End-User permit(s) to use or otherwise deal with any Rented Item(s) at any time, Eastern Site Supply may, at its option: (I) repair the Malfunctioning

Item; (II) provide the Lessee with a comparable replacement item; or (III) with respect solely to such Malfunctioning Item, return the unused portion of the Rent and cancel the Rental. The foregoing remedies are EXCLUSIVE. Eastern Site Supply will not have any other obligation(s) to the Lessee, any End-User, or any other party(ies) regarding accidents, Malfunctions and/or property damage, all of which the Lessee, for themselves and for each End-User, hereby waive, together with all associated direct, indirect, incidental, consequential, general, special, exemplary and punitive damages to the maximum extent permitted under applicable law.

XVI. WARNINGS: THE RENTED ITEMS CAN BE DANGEROUS AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE, ONLY FOR IT'S/THEIR INTENDED PURPOSES. AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND IF APPLICABLE LICENSED ADULTS. YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS, AND WARNINGS TO ALL USERS, OPERATORS, AND OCCUPANTS OF SUCH ITEMS AND EACH OF THEM.

NAME OF CUSTOMER / LESSEE: _____
Address: _____ **City & State:** _____
Phone: _____ **Email:** _____

ALL RENTALS CHARGED ARE SUBJECT TO FINAL AUDIT AND ADJUSTMENT BY EASTERN SITE SUPPLY. YOU AGREE TO PROMPTLY PAY THE SAME, AND HEREBY AUTHORIZE EASTERN SITE SUPPLY TO CHARGE ALL AMOUNTS DUE AND COMING DUE UNDER THIS AGREEMENT TO ANY AND ALL DEBIT AND/OR CREDIT CARD(S) YOU PROVIDE. **IMPORTANT: PLEASE READ CAREFULLY:** This is a legally binding Agreement. Important Terms and Conditions appear on Pages 1-4, each Addendum, Schedule and/or Exhibit hereto, and all Instructions. ANY DIFFERENT OR ADDITIONAL TERMS (INCLUDING ANY HANDWRITTEN MODIFICATIONS), WHETHER ORAL OR WRITTEN, ARE HEREBY OBJECTED TO, AND SHALL NOT BE ENFORCEABLE AGAINST EASTERN SITE SUPPLY, UNLESS SEPERATELY APPROVED IN WRITING BY EASTERN SITE SUPPLY. You, the authorized signatory for the Customer/Lessee, represent and warrant that you, for yourself and for such Customer/Lessee, have carefully reviewed, fully understand, and agreed to all the terms and conditions of this Agreement, and that you **PERSONALLY GUARANTEE** the prompt payment and performance of all obligations of the Customer/Lessee arising hereunder and/or under each Schedule.

Executed by the undersigned Parties as of the Effective Date:

<p>ACKNOWLEDGED AND AGREED BY/FOR EASTERN SITE SUPPLY:</p> <p>BY: _____ PRINTED: _____ TITLE: _____ DATE: _____</p>	<p>SIGNATURE OF/ FOR YOU/ CUSTOMER/ LESSEE/ GUARANTOR:</p> <p>BY: _____ PRINTED: _____ TITLE: _____ DATE: _____</p>
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