

TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and Aris, Inc., a Kansas corporation, d/b/a "Anderson Rental" (also referred to as "Dealer" on P.1, and hereinafter, "ARI") agree as follows:

- As used herein, "P.1" refers to the first page of this Contract; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract; "S" refers to a numbered Section of this Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including the "Instructions" referenced in § 6 below); "Site" means the delivery or use address set forth on P.1; "Customer," "Lessee," "you" and "your" mean the "Lessee" identified on P.1; and "Lessor," "we," "us" and "our" mean ARI.
- You agree to rent from ARI and ARI agree to rent to you the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with any other charges according herunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by ARI in the condition required under this Contract (including § 7).
- Except with respect to Item(s) ARI rents from one or more third party(ies) (each, a "TPO") and re-rents to you (each, a "Re-Rented Item"), ARI owns and will retain title to all Rented Items at all times. Your only right with respect to the Rented Item(s) (including Re-Rented Items) is to use them in full compliance with this Contract during the Term. You shall not permit the taking or existence of any lien, claim or encumbrance on any such Item. You SHALL NOT transfer, sublease or assign any Rented Item or this Contract without the prior written consent of ARI (in its sole discretion). ARI 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 atom to the assignee, and that such assignee shall not be responsible for, any pre-existing obligations or liabilities of ARI.
- If we agree to deliver and/or retrieve any Item(s), you agree to: (a) pay our stated charge(s) for the same, 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. We will not be responsible for 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 ARI. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of ARI's representatives and delivery personnel regarding the same (including status, condition, quality, utility, freedom from defects, and quantities).
- Unless otherwise specifically agreed in writing by ARI, 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, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" referenced in § 6. You agree to pay additional prorated rent and all other applicable charges and costs for late returns and overuse. No allowance will be made for weather delays, 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"). Unless otherwise specifically agreed in writing by ARI, you: (a) are required to pay to ARI: (i) the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) agree that: (i) ARI 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 ARI; and (iv) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned.
- Upon the earlier of your receipt, or our delivery to the Site, of the Rented Item(s) unless you immediately reject 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 ARI), 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), 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 (call 811 at least 3 full business days in advance); (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 ARI immediately if any of the above statements is/are or becomes incorrect or misleading at any time.
- 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 ARI 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. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove from the Site, conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any applicable law, policy of insurance or warranty; (iii) use any Item(s) to store, move or otherwise operate or deal with or in any flammable, explosive, noxious, caustic, corrosive, radioactive or otherwise hazardous substances or circumstances; or (iv) take possession of or exercise control over any Rented Item without our prior written consent (which may be granted, conditioned or withheld in our sole discretion). If you fail to fully and timely comply with this § 7, then in addition to your other obligations arising under this Contract, you will pay ARI: (a) Rent for each succeeding full rental period until all such Item(s) have been returned or replaced as required hereunder; and (b) all costs and expenses ARI may incur in connection with such failure.
- In the event of a Malfunction (as defined in § 6), you will immediately notify ARI, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission (including any breach of this Contract) by you or anyone you permit to use or otherwise deal with any Rented Item(s), ARI will, at its sole option: (a) repair the Malfunctioning 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**. ARI will have no other obligation(s) regarding Malfunctions, all of which you hereby waive, together with any and all associated incidental, consequential, special, exemplary and punitive damages against ARI and each TPO.
- WARNINGS: LIFTS, VEHICLES AND POWERED TOOLS AND EQUIPMENT, INCLUDING LOADERS, EXCAVATORS, DRILLS, SAWS, HAMMERS, CHIPPERS, TRENCHERS, GRINDERS, COMPACTORS, AND ITEMS USED FOR DIGGING, LIFTING, CUTTING, LOADING, TOWING AND/OR HAULING, CAN BE DANGEROUS AND SHOULD BE SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND IF APPLICABLE, LICENSED, ADULTS. YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, 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 ARI on a case-by-case basis, at the Site; (d) BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED AND/OR LICENSED ADULTS; and (e) otherwise in full compliance with the Instructions as well as all applicable laws, rules and regulations, at all times.**
- ARI IS NOT THE MANUFACTURER OR DESIGNER of any Rented Item(s), all of which are provided "AS-IS". NEITHER ARI 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 AND/OR GOOD AND WORKMANLIKE PERFORMANCE, as well as any warranty/ies)**

arising from course of dealing, course of performance and/or usage of trade) regarding any Item(s) or Service(s) provided by or at the direction of ARI OR ANY TPO, NOR DOES ARI OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, all of which warranties you hereby waive. **NO DESCRIPTIONS, DEPICTIONS, SPECIFICATIONS, MODELS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY ARI OR ANY TPO.**

11. You agree to maintain all insurance ARI deems necessary, including without limitation: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement value thereof; (c) hired auto physical damage insurance, covering at least the actual cash value of any and all automobile(s) included in the Rented Item(s); and (d) hired auto liability insurance with minimum limits of \$1,000,000 with respect to all such automobiles. Such policies shall, as applicable: (i) name ARI as an additional insured and loss payee; (ii) waive subrogation against ARI; (iii) be primary and non-contributory; (iv) include a severability of interests clause; and (v) include such other provisions (including deductible(s), if any) as ARI may, in its sole discretion, require.

12. **INDEMNIFY/HOLD HARMLESS, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY: (A) ASSUME ALL RISK OF PERSONAL 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 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) AND/OR SERVICE(S), HOWEVER ARISING (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE ARI AND EACH TPO FROM, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ARI, EACH TPO, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH SUCH RISKS AND/OR ANY BREACH OF THIS CONTRACT BY YOU, YOUR AGENTS, EMPLOYEES AND/OR CONTRACTORS; and (c) waive all rights and remedies under the Uniform Commercial Code, as well as all incidental, consequential, special, and punitive damages, against ARI and each TPO.**

13. If and only if we have offered, and you have elected to purchase our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** and paid the LDW fee set forth on Page 1 prior to commencement of the Term, then with respect solely to Item(s) covered by LDW ("Covered Items"), you will have no liability to ARI for physical damage to such Covered Items if and to the extent they suffer physical damage during the Term; provided however, that you will remain fully liable to ARI for all: (a) damage to or loss of Covered Items caused in whole or in part by: (i) your breach of this Contract; (ii) any failure to return any Item(s) to ARI as and when required under this Contract (including theft and mysterious disappearance); (iii) gross negligence, misuse and/or abuse of Rented Item(s) (including overloading and overturning); (iv) use of alcohol or drugs; and/or (v) use of any Item(s) in violation of any applicable law or policy of insurance; (b) damage to batteries, glass, tires, tubes, belts, straps, chains, ledowns, knobs and/or hoses; and (c) damage above the cab of any vehicle. You may decline LDW if and only if you provide the primary/physical damage/inland marine insurance specified in § 11 and otherwise comply fully with this Contract. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

14. To the maximum extent permitted under applicable law, you hereby ratify, acknowledge, confirm, and grant to ARI: (a) a lien on all real and personal property improved with and/or attached to any Rented Item(s), or on which any Rented Item(s) may be located or used; and (b) a claim on any payment bond provided in connection therewith. ARI may, without notice or liability to you, remotely monitor (which may include the use of GPS, telematics and other electronic surveillance) and/or inspect any Rented Item(s) at any time, and all information and data thereby obtained will be the sole and exclusive property of ARI. If any performance required of ARI 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 ARI's reasonable control), ARI 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 ARI to charge all amounts due and coming due hereunder to any debit or credit card(s) you provide. You agree to pay ARI the maximum lawful charge for any check you write which is returned unpaid. ARI'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, fines, fees, assessments and other charges related to each Item. In the event any legal action is commenced in connection with this Contract, ARI will be entitled to recover its costs and expenses associated therewith (including without limitation, reasonable attorneys' fees) from you if ARI prevails. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available hereunder or in connection therewith will constitute an election of remedies or a waiver of any of our rights and/or remedies, all of which are cumulative.

15. Your duties hereunder are unconditional. If you: (a) fail to fully and timely pay or perform any of your obligations arising under, or otherwise fail to fully and timely comply with any provision of, this Contract; (b) provide any incorrect or misleading information to ARI; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except only if and to the extent covered by LDW as provided in § 13), you will be in default under this Contract, whereupon, ARI may with or without 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, empty, lock or disable the Rented Item(s) without being guilty of trespass, breaking and entering, or other transgression (for which you agree to indemnify, defend and hold harmless ARI); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you ARI's associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the remainder of the Term, interest and attorneys' fees); and/or (vii) pursue any and all other available rights and remedies.

16. If any Item(s) is/are sold to you ("Sale Items"), such Sale Items will be deemed sold "AS-IS" and "WITH ALL FAULTS," and will be subject to this Contract (modified as necessary to address sales). All Item(s) identified on P.1 will be deemed "Rented Item(s)" unless otherwise separately agreed in writing by ARI.

17. This Contract represents the entire agreement between you and ARI, superseding all other oral and written agreements and representations, including ARI's website and advertising. If any provision of this Contract shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract cannot otherwise be amended or extended except in a writing signed by ARI. Time is of the essence. There are no third-party beneficiaries hereto other than the TPO(s), if any (each of which shall be an intended third-party beneficiary of your agreements hereunder). This Contract shall apply not only to all Item(s) identified on P.1, but also to all other items you obtain from ARI at any time (except only as otherwise agreed in writing by ARI). You acknowledge that this Contract: (a) is fair and reasonable under the circumstances; and (b) shall be interpreted under the laws of the State of Kansas, with proper venue for all associated civil lawsuits lying solely and exclusively in the federal, state, and local courts located in or nearest to Wyandotte County, KS (unless waived by ARI). You hereby consent and submit to such jurisdiction and venue and waive all claims that it constitutes an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract shall be deemed originals.

18. **WARNING:** Obtaining or exerting unauthorized control over property or services of another, with intent to deprive the owner of the use thereof without the owner's consent may be deemed theft, subjecting the violator to **CRIMINAL PROSECUTION** in addition to **CIVIL PENALTIES**.

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE