



MASTER EQUIPMENT RENTAL AGREEMENT

Please return completed Agreement and all attachment(s) to FastTrac Rentals LLC, ("FTR") at: 9419 Lackland Rd, St. Louis, MO 63114 / Ph: (314) 222-0474

Email: _____
Date: _____

NAME OF CUSTOMER / LESSEE:

Address: _____ Email: _____
City & State: _____ Fax: _____
Phone: _____ Cell Phone: _____
Contacts: _____ Alternate Phone: _____

Hereinafter referred to as: "Customer," "Lessee," "you" and "your."

1. MASTER AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the "Customer" identified above (also hereinafter referred to as "Lessee," "you" and "your") and FastTrac Rentals LLC, a Missouri limited liability company, (hereinafter also referred to as "FastTrac," "FTR," "Lessor," "we," "us" and "our") agree as follows: This Agreement shall apply to any and all personal property, including machinery and equipment (as more particularly described below, "Rented Item(s)") rented or leased to Customer by FTR, and shall be a continuing agreement between Customer and FTR with respect to any and all Item(s) hereafter rented/leased by FTR to Customer, including without limitation, any and all Item(s) identified in each Invoice, as defined in Section 2 (each such transaction being referred to throughout this Agreement as a "Rental").

2. DEFINITIONS: In addition to the terms defined elsewhere in this Agreement, as used herein:

• "Agreement" refers to this Master Equipment Rental Agreement, together with each "Exhibit" hereto, each "Invoice" (as defined below) and each Addendum provided by FTR, as described below (each of which is incorporated herein), as the same may hereafter be amended and supplemented from time to time by the written agreement of the Parties.

"Commencement Date" means the date on which the applicable Rented Item(s) leave(s) FTR's facility in connection with any Rental of such Item(s) to Customer hereunder (subject in all events to the remaining terms of this Agreement. For the avoidance of doubt, as used herein, there shall be no distinction between the words "rent" and "lease" (such terms being deemed functional and legal equivalents).

• "Published Rate" means FTR's regular amount(s) (Rent or Sale Price, as applicable) charged as of the Commencement Date for the applicable Item(s), whether or not separately stated.

• "Rent" means the applicable rent, together with all other charges for FTR's Rental to you, the Customer, of the Rented Item(s): (i) as set forth in the applicable Invoice(s), if any; or (ii) if no Invoice has been executed with respect to one or more Rented Item(s), FTR's Published Rate(s);

• "Rental Day" means a single period of 24 consecutive hours for which Rent is charged under the Agreement for any Rented Item(s) (as defined below);

• "Rented Item(s)" or "Item(s)" means the item(s) rented (or sold if specifically identified in writing as "Sale Item(s)") by FTR to you, typically (but not always) as described in/on one or more "Invoices" (whether in the form of the Invoice attached hereto, or in the form of FTR's Quote, Rental Contract, Equipment Lease, Bill of Sale, or Purchase Order [or other written evidence provided by FTR of the Item(s) provided to you hereunder], each being referred to in this Agreement as an "Invoice"), whether or not executed by the Parties, with each such Invoice being incorporated herein as if fully set forth (it being acknowledged and agreed that, subject to Section 3 below, it

may not always be possible for the Parties to generate and/or execute an Invoice when Item(s) is/are provided by FTR to or at the request of Customer hereunder, and that in such event, this Agreement will nonetheless be deemed to apply to any and all such Item(s) in the same manner and to the same extent as if an Invoice had been executed by both Parties, with the amount(s) (Rent or Sale Price, as applicable) for each such Item to be charged at the rate(s) set forth in such Invoice(s), or at FTR's Published Rate(s) if: (i) no Invoice has been generated and/or executed; or (ii) the applicable Rent and/or Sale Price has not been set forth therein or otherwise agreed upon by the Parties in writing.

• "Invoice" has the meaning set forth in the foregoing subsection (f);

• "Site" means the agreed upon address or location where the Item(s) is/are to be delivered and/or used (including by way of example, but not by way of limitation, the "location," "delivery location," "use location," "destination" or "jobsite" set forth in/on the applicable Invoice) hereunder;

• "Term" shall mean the period commencing on the Commencement Date and continuing thereafter without interruption, until the expiration or termination of the applicable Rental as set forth in the applicable Invoice, unless otherwise (or earlier) terminated by FTR by written notice to you.

3. RENTALS: You agree to rent from FTR the Item(s) on the terms set forth herein and in any and all applicable Invoice(s). Accordingly, you will remain liable for all loss and/or damage of/to all such Item(s) for the period commencing on the Commencement Date and continuing thereafter without interruption until the last to occur of: (i) the termination or expiration date set forth in the applicable Invoice; (ii) the date/time the Rented Item(s) is/are returned to and accepted by FTR as being in the required return condition; or (iii) the date/time FTR notifies you that your Rental Term has ended, subject in all events, however, to FTR's inspection and acceptance of the Rented Item(s) after return to or retrieval by FTR (the "Termination Date"). At the end of the Term, FTR shall be entitled to immediate possession of the Rented Item(s). Customer agrees to notify FTR not less than 24, nor more than 72 hours before any scheduled return of Rented Item(s) to FTR in order to enable FTR to arrange for the proper check-in and inspection of such Item(s) during FTR's regular business hours. Customer agrees to have a responsible individual available to observe the check-in with FTR's represent Customer acknowledges and agrees that: (i) FTR shall be entitled to: (A) rely on the statements, requests (including without limitation, requests for new or additional machinery, equipment and other items made available by FTR), acknowledgements and agreements of Customer's employees, agents and appointed contractors for all purposes; and (B) provide the requested Item(s) to or for the benefit of Customer hereunder based on such request(s); (ii) FTR may, in its sole and absolute discretion, accept, condition, expedite, delay or reject any one or more such request(s) at any time, for any reason or for no reason; and (iii) any and all Rented Item(s) provided by FTR pursuant to the above referenced request(s) shall be deemed to have been provided by FTR

to or as directed by Customer pursuant to this Agreement. Without limiting the foregoing, you agree to execute and deliver to FTR one or more Invoice(s) evidencing each such transaction as and when requested by FTR (even if requested after delivery of any Rented Item(s)).

4. RENTAL CHARGES:

Rates: You agree to fully and timely pay to FTR all "Rent" (as defined in Section 2.(d) above) together with any other charges accruing hereunder, without proration, reduction, or setoff, until all Rented Item(s) is/are returned to and accepted by FTR.

Use Limits: All Rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, and (unless otherwise agreed by FTR), not exceeding 8 hours per Rental Day, 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period (zero hours for any uncharged-for periods), and otherwise in accordance with the terms hereof and the "Instructions" described in Section 8. Additional Rent (at our highest incremental rate, unless otherwise agreed in writing by FTR) will be due for late returns and overuse. No allowance will be made for time in transit, severe weather, shipping delays, or any other period(s) of nonuse.

Payments: The Rent for each Rental will be estimated by FTR based on the Item(s) you request and your estimate of the length of the Term (the "Estimated Rent"). You agree: (i) to pay us: (A) the anticipated or Estimated Rent specified in/on the applicable Invoice; and (B) all other or additional amounts coming due hereunder (including without limitation, all other charges set forth herein, and/or specified in/on the applicable Invoice): (I) not later than: (a) the date(s) for such payment(s) set forth in the applicable Invoice(s); or (b) on the date(s) separately agreed upon in writing by you and FTR; or (II) if any of such payment terms have not been so agreed upon in writing by FTR, upon demand by FTR; and (ii) that: (A) FTR may deduct any amount you owe FTR from any such payment(s); and (B) no such payment(s) will be deemed a limit of your liability arising hereunder or in connection herewith, irrespective of any endorsement or notation included on or with any payment made to FTR (even if signed and/or negotiated by FTR).

Other Charges: Charges for delivery, shipping, fuel, storage, cleaning, servicing, repairs, maintenance, etc. may, at the option of FTR, 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).

5. **CREDIT / PAYMENT:** You agree to promptly complete and submit to us our form(s) of Rental and/or credit application(s) if and when requested by FTR. FTR retains the right, at its sole option, to refuse to rent or sell to any current or prospective Customer at any time for any reason or for no reason (subject to applicable laws, rules, and regulations). Without limiting the generality of the foregoing statement, if you do not maintain a pre-approved charge account with FTR, you may be required to pre-pay all Rent and other anticipated charges accruing hereunder prior to each applicable Commencement Date, unless otherwise agreed in writing by FTR on a case-by-case basis.

6. **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. You hereby accept full responsibility for all Rented Item(s) (including without limitation, all responsibility for personal injuries and property damage to, and/or arising in connection with, the Rented Item(s)) immediately upon FTR's release of such Rented Item(s) to you (or for delivery to you) at FTR's facility, irrespective of whether such release is made directly to you or to a third-party for transportation to or as directed by you. Except only as may otherwise be specifically set forth in/on the applicable Invoice, you will be deemed to have taken possession of all Rented Item(s) at FTR's facility on the Commencement Date. Delivery and retrieval charges are not included in the Rent. You may contract with one or more third party(ies) deemed acceptable to FTR (in its sole discretion) to deliver to you and/or return to FTR, the Rented Item(s), however, if you request provision of any service(s) by FTR and FTR agrees to provide the same (including without limitation, delivery, retrieval, maintenance and/or repairs of/to the Rented Item(s)), you agree to: (a) pay FTR's separately stated charge(s) therefor, and for all waiting time; (b) be present at the Site or other agreed location at the agreed time(s); and (c) ensure FTR's personnel and any third-party delivery personnel, have full access to the Site or other agreed location. FTR will not be responsible for any delay(s) caused by the acts or omissions of any other party(ies), including providers of other

equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend, and hold harmless FTR. You agree to accept full responsibility for all Rented Item(s) for the entire period between the Commencement Date and the date of return to (or retrieval) and acceptance by FTR of each Item (as being in the required return condition), even if you are not then present (and if you or your representative(s) is/are not then present, you agree to accept the statements of FTR's representatives regarding the same, including without limitation, the status, condition, quality, utility, freedom from defects, and quantities of the subject Rented Item(s)). All third-party deliveries of Item(s) to FTR will be FOB Destination, and all third-party deliveries from FTR will be FOB Shipping Point at FTR's place of business.

7. **PROTECTION OF RENTED ITEM(S):** You agree to protect and properly service 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 FTR on time, clean and otherwise in good order, condition and repair ("ordinary wear and tear," as defined below, excepted), properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants (Note: If any Rented Item(s) is/are diesel powered, in addition to any other charges accruing hereunder, a service charge equal to 3 times the then current per gallon local average market price for the appropriate fuel will be added for each Item returned with less than a full tank (subject only to such limitations as may apply under applicable laws, rules and/or regulations). If you fail to do so, you will: (a) immediately pay to FTR: (i) Rent for each succeeding full Rental period until all Rented Item(s) have been returned or replaced as required under the terms of this Agreement; and (ii) an amount equal to all costs and expenses FTR incurs as a result thereof or in connection therewith; and otherwise (b) indemnify, defend and hold harmless FTR with respect to the same as provided in this Agreement. For purposes of this Agreement, "ordinary wear and tear" shall mean only the normal deterioration of the Rented Item(s) caused by ordinary and reasonable use thereof in full compliance with the terms of this Agreement. The foregoing notwithstanding, "ordinary wear and tear" shall NOT include: any of the "Wear Items" identified in Section 18 below (for which you will, at the option of FTR, be invoiced separately), or any damage resulting from any lack of or deficiency(ies) in any lubrication or maintenance of necessary oil, water and air pressure levels; damage resulting from lack of servicing or improper use, operation, fueling, maintenance, storage and/or repair of any Rented Item(s), including overloading, overturning, or exceeding the rated capacity of such Rented Item(s); damage in the nature of dents, breakage, bending, tearing, straining, or misalignment, and/or damage or excessive wear due to your failure (or the failure of any person you permit to use or otherwise deal with any Rented Item(s)) to otherwise fully and timely comply with the terms of this Agreement.

8. **CONDITION AND USE:** Upon the earlier of your receipt, or our delivery to the Site, of the Rented Item(s) in each instance, unless you reject it/them within 12 hours thereafter, 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 FTR), carefully examined, inspected and tested by you or your agent(s); and (b) you: (i) have received, carefully reviewed and understand all training, instructions, user manuals, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, ASME, MSHA, IEEE, UL, IBC, NFPA, IFC, ASSP, DOT, FMCSR, IFTA, ANSI and other applicable Standards (collectively, "Instructions"); (ii) will fully comply therewith; (iii) will use each Item only for the manufacturer's intended purpose, in a reasonable and safe manner; (iv) will refrain from disconnecting, circumventing and/or disabling any safety device(s) in/on any Rented Item(s); (v) will timely and properly give all applicable notice(s) to the appropriate governmental authorities; (vi) have obtained, or will timely obtain, all applicable licenses, permits, authorizations and approvals (including without limitation, those required by applicable federal, state and local laws, rules, regulations, and/or orders, as well as the approval(s) of the owner(s) of each Site); (vii) will advise all local utilities and cable companies, and clearly and properly mark all underground lines, cables and utilities, before using any Item(s) to dig or disturb the ground surface (call 811 and go to www.Call811.com at least 3 full business days in advance); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (ix) will ensure that all other users, operators and occupants of any one or more of the Rented Item(s) fully and timely comply with this Agreement at all times.

9. **MALFUNCTIONS:** In the event of an accident, "Malfunction" (as defined in Section 8) or any other damage to any Rented Item(s), you agree to: (a) immediately notify, and if requested by FTR, return the affected Item(s) to, FTR; and (b) cause each authorized user, operator and occupant of the Rented Item(s) (each being also referred to in this Agreement as an "End-User") 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 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 you, 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, FTR will, at its option: (I) repair the Malfunctioning Item; (II) provide you 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**. Neither FTR nor any TPO (as defined in Section 12) will have any other obligation(s) to you, any End-User, or any other party(ies) regarding accidents, Malfunctions and/or property damage, all of which you, for yourself 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.

10. **INSURANCE:** At all times during the Term, Customer agrees maintain at its sole cost and expense, the following insurance policies as we may require: (a)(i) commercial general liability ("CGL") insurance (including bodily injury, property damage, personal injury and contractual liability coverage) with limits of not less than \$1,000,000 per occurrence, including premises liability, contractual liability, and products and completed operations coverage; and (ii) excess liability coverage with minimum limits of \$2,000,000 per occurrence and \$5,000,000 in the aggregate; (b) Workers' Compensation Insurance satisfying the laws of the state(s) which has/have jurisdiction over your employees, and Employers' Liability Insurance for Bodily Injury per accident with limits of not less than the greater of: (i) \$1,000,000, or (ii) the statutorily mandated minimum(s), if any; (c) Hired Auto Physical Damage (up to Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than \$1,000,000 per occurrence, for any and all rented vehicle(s) and/or trailer(s); (d) "All-Risk," "Commercial Property," "Contractor's Equipment," or "Inland Marine" Insurance (or equivalent), including coverage for property in transit, covering all loss of, and damage to, all Rented Item(s) (each being specifically scheduled or within the limits of your Leased/Rented Equipment Floater, and including without limitation, loss occasioned by flood) for the full (new) replacement value thereof. All of such policies shall: (i) be maintained with one or more insurers reasonably acceptable to FTR; (ii) be primary and non-contributory; (iii) waive subrogation against FTR; (iv) include a severability of interests provision; and (v) include such other provisions (including limits on deductibles, if any) as deemed appropriate by FTR in its sole and absolute discretion. The above referenced CGL policy shall list FTR (and each TPO identified by FTR) as an additional insured for loss or damage arising out of the use, maintenance, handling and/or possession of the Rented Item(s), using the standard ISO form CG 20 28 11 85 ("Additional Insured - Lessor of Leased Equipment") or its equivalent(s)/successor(s). The above referenced All-Risk, Commercial Property, Contractor's Equipment, Inland Marine and Hired Auto policies, shall list FTR (and the TPO(s), if designated for such purpose by FTR) as the primary loss payee(s) on a "closed clause" basis and shall not exclude damage to booms, nor shall they exclude, overturning, overheating, overloading or flooding/water damage. Prior to commencement of the Term, Customer agrees to furnish to FTR complete and accurate certificates and endorsements by one or more insurance carrier(s) acceptable to FTR: (A) confirming: (I) the existence of the above referenced coverages; (II) FTR's status as an additional insured and loss payee thereunder (where applicable); and (III) commencement of coverage upon departure of the Rented Item(s) from FTR's premises; (B) waiving subrogation against FTR, all TPO(s), and their respective successors and assigns, and being primary and non-contributory; and (C) specifying that such coverages will not be cancelled during the Term. Customer irrevocably appoints FTR as Customer's agent and attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any one or more of the above referenced insurance policies or otherwise related to the Rented Item(s).

11. **LIMITED DAMAGE WAIVER:** If and only if, we have offered, and you have specifically accepted and paid for our **OPTIONAL NON-REFUNDABLE LIMITED DAMAGE WAIVER ("LDW")**

12. (set forth on the invoice, if available) in advance of the Term, you will have no liability to us for 65% of the first \$3,000 of repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)").

However, you will, remain fully liable for:

- (a) all loss of and damage to:
 - (i) Item(s) not covered by LDW (including but not limited to large Boom lifts (60+) and Telehandlers)
 - (ii) Covered Item(s) lost or damaged during transportation and/or as a result of:
 - (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns;
 - (B) theft or other failure to timely return Covered Item(s) to us;
 - (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning, and overloading);
 - (D) floods, water level changes, wind, storms, earthquakes, or acts of God.
 - (iii) GPS and telematics systems, data, batteries, keys, glass, tires, tubes, tracks, booms, belts, fittings, chains, knobs, and hoses;
- (b) 35% of the first \$3,000 of repair/replacement costs for Covered Item(s); and
- (c) all repair and replacement costs exceeding \$3,000 in the aggregate across all Covered Item(s).

You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in Section 10. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

13. **TITLE TO RENTED ITEM(S):** Except only with respect to any Rented Item(s) FTR rents from one or more third parties (each, a "Third-Party Owner" or "TPO") and re-rents to you ("Re-rented Item(s)"), and/or as otherwise provided herein, FTR 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 FTR. Accordingly, unless otherwise separately and specifically agreed in writing by FTR (and only to the extent set forth in such separate agreement), you 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 Term, subject however, to your continuing duties 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) fully and timely comply, with this Agreement and each Invoice and Exhibit (if any) hereto at all times. No Rented Item(s) shall become a part of any building and/or real property by being placed therein or thereon, or by being affixed thereto. Where any Rented Item is affixed to any property, you agree to promptly furnish to FTR a release executed by the owner of such property, which shall permit FTR to remove any and/or all Rented Item(s) from said property at any time. Nonetheless, FTR reserves the right, and you hereby grant permission to FTR to obtain such release directly. You shall at all times, at your expense, protect and defend FTR's title to the Rented Item(s) from and against all liens, claims, security interests, encumbrances, and legal processes of your creditors and all other parties, and keep all Rented Item(s) free and clear of and from the same.

14. **ASSIGNMENT/SUBLEASING:** You **SHALL NOT** loan, transfer, sublease, re-rent, surrender possession of, store, sell, license, mortgage, encumber, dispose of, or assign any Rented Item or this Agreement (or any of your rights, remedies or obligations arising hereunder or in connection herewith) without the prior express written consent of FTR (granted, conditioned, or withheld in our sole and absolute discretion). For this purpose, the assignment or transfer of more than 25% of the equity or voting control of Customer will be deemed an assignment. FTR and/or any TPO may at any time and from time to time: (a) substitute for any Rented Item(s) one or more substantially similar (in terms of utility and capacity) replacement Item(s); and/or (b) sell and/or assign all or any part of its interests in the Rented Item(s), this Agreement (including any one or more Invoice and/or any amount(s) due and/or coming due hereunder, in which event, you agree to attorn to the recipient(s), and that such recipient(s) will not be responsible for any preexisting obligations or liabilities of FTR and/or any TPO (all of which you hereby waive).

15. **RIGHTS OF LESSOR:** FTR may take such actions as it

deems necessary from time to time in order to protect and secure its right, title and interest in and to, and ensure the legal and tax compliance of, each Rented Item (including without limitation, placing one or more placards or other evidence of its ownership and/or security interest, as applicable, in or on such Item(s)), and Customer agrees to maintain, and refrain from removing, the same. Without limiting the applicability of Section 12, Customer hereby grants to FTR a first priority security interest on each Item in order to secure FTR's interest therein (which interest will be deemed a first priority "purchase money" security interest in the event that, despite the plain language of Section 12, this Agreement and/or any other agreement between Customer and FTR shall be deemed to create a financing relationship and/or any manner of ownership interest in favor of Customer with respect to any one or more of such Item(s)) and the amounts due and coming due to FTR hereunder. Customer agrees that FTR may file one or more UCC-1 financing statements and other similar evidence(s) of FTR's interest of record in order to reflect its interest in such Item(s), and Customer agrees to promptly take such actions, and to execute and deliver to or as directed by FTR, such other and further documents and instruments as may be necessary to give full effect to this Section 14.

16. WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS AND SHOULD BE FUELED, CHARGED, MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE, ONLY FOR ITS/THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND LICENSED, ADULTS. YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF SUCH ITEM(S) (AND EACH OF THEM), and ensure that each such Item is fueled, charged, used, operated and occupied safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by FTR on a case-by-case basis, at the Site; and (d) otherwise in full compliance with this Agreement, the Instructions and all applicable laws, rules and regulations, at all times. You shall not, nor shall you permit anyone else to: (i) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, CANNABIS, CANNABINOIDS, AND ALCOHOL, WHETHER OR NOT LEGAL); (ii) abuse, misuse, overuse, remove from the Site, conceal, store, repair, modify or damage any Rented Item(s); (iii) violate this Agreement or any applicable law, policy of insurance or warranty; (iv) expose any Rented Item(s) to any flammable, explosive, noxious, caustic, poisonous or otherwise hazardous material(s), substance(s) or circumstance(s); or (v) without our prior written consent in each instance, use, take possession of or exercise control over any Rented Item(s).

17. COMPLIANCE REQUIREMENTS: Lessee agrees to fully and timely comply, and to ensure that all other parties Lessee permits to use and/or deal with any Rented Item(s) (including without limitation, all End-Users) fully and timely comply, with all federal, state, county, municipal and local laws, rules, standards, regulations, guidelines and ordinances relating to the use, possession, operation, transportation, loading, unloading, storage, servicing, maintenance and/or repair of each Rented Item (including without limitation, applicable air quality guidelines as well as the other Instructions, regulations, warnings and guidelines described in Section 8 above). Without limiting the generality of the foregoing: (a) Lessee will ensure, and cause each End-User to ensure, that: (i) each Rented Item is used, operated and occupied only by competent and properly trained persons who have received and understand all applicable FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS, and satisfied (and continue to satisfy and maintain) all federal, state, county, municipal and local operator regulations and qualifications, including without limitation, all applicable operator standards, rules and license requirements; (ii) all applicable licensing and certification requirements (including, as applicable, Commercial Driver's License ("CDL"), hoisting license, operator certifications, and/or other similar requirements) for use or operation of any Item(s) is/are fully and timely satisfied and complied with at all times; (iii) all applicable DOT, FMCSA, OSHA, ANSI/SIA (including without limitation, 29 CFR Parts 1910 and 1926), IBC, IFC, UL, ASME, ASSP, ASTM and other federal, state and local regulatory requirements applicable to the use, installation, movement, servicing, maintenance, repair and/or operation of each Rented Item are fully and timely satisfied and complied with at all times; (iv) each trailer and/or other hauling apparatus included in the Rented Item(s) is: (A) carefully inspected (including all coupling mechanism(s), safety chain(s), tongue jack(s), door(s), latch(es), tires,

brakes, taillights, turn signals, pins and tie-downs), fully functioning and properly connected before each use; (B) not overloaded or left unsecured; (C) used legally and safely at all times (e.g., not for towing or hauling any illegal or hazardous substances); and (D) maintained in roadworthy condition; (v) that each Rented Item is used, operated, occupied and otherwise dealt with only by adults who have satisfied, and continue to satisfy all requirements of this Agreement at all times; and (b) Lessee shall indemnify, defend and hold harmless FTR and each TPO for, from and against, all liabilities, claims, damages, fees, fines, taxes, assessments and other charges of any kind or character arising from or in connection with the foregoing compliance requirements, including without limitation, any violation(s) thereof.

18. USE, MODIFICATIONS AND REPAIRS: Customer will not, nor will Customer permit anyone else to (or attempt to): (a) abuse, misuse, overuse, remove from the Site, conceal, repair, alter, modify, improve, damage or destroy any Rented Item; (b) violate any applicable law, policy of insurance or warranty; or (c) take possession of or exercise control over any Rented Item without FTR's prior consent (which consent may be granted, conditioned or denied in FTR's sole discretion) on a case-by-case basis. Without limiting any other rights and/or remedies available to FTR hereunder, at law or in equity, in the event of any accident or damage to any Rented Item, Customer may have the same repaired by any competent person, firm or corporation (using only OEM-approved parts, materials and supplies), reasonably acceptable to FTR (but only upon prior notice to and approval by FTR) at Customer's sole cost and expense; and provided in any event, that FTR may, at its sole option (and without being required to do so) elect to repair or have repaired said Rented Item, in which event, Customer agrees to pay FTR all reasonable charges for the same (including without limitation, the retail cost of all parts, materials and labor furnished by or at the direction of FTR in making said repairs and/or having such repairs made by one or more third parties) upon demand by FTR. In the event any such repair work shall be accomplished by or at the direction of FTR outside of FTR's regular business hours, or at any location other than FTR's repair facility, Customer agrees that the foregoing charges shall include any and all additional costs incurred by FTR in connection therewith (including without limitation, overtime, per diem, packing, shipping, transportation, storage, and taxes). Any and all additions, attachments and/or improvements to the Rented Item(s) shall, at the sole option of FTR, be deemed accessions, and will, therefore, be deemed the property of FTR. Customer will be solely responsible for any and all costs and expenses arising from or associated with any damage to, or destruction of any Rented Item(s) and all repair/replacement costs arising therefrom or associated therewith. **FOR THE AVOIDANCE OF DOUBT, CUSTOMER HAS NO RIGHT OR ABILITY TO SUBJECT ANY RENTED ITEM(S) TO ANY LIEN(S) FOR STORAGE, SERVICE(S), MAINTENANCE AND/OR REPAIRS, ALL OF WHICH MUST BE APPROVED IN ADVANCE IN WRITING BY FTR IN ORDER TO BE VALID AND ENFORCEABLE.**

MAINTENANCE / WEAR ITEMS: Subject to the terms of Section 17 above, you will be responsible, at your sole cost and expense, for performing all applicable servicing and maintenance on or with respect to the Rented Item(s) at all times during the Term (including without limitation, ensuring each such Item is properly greased, sharpened, and otherwise fueled, charged, cleaned, cooled, and lubricated). Certain Item(s) (including without limitation, tires, tracks, wires, belts, fittings, chains, teeth, shears, blade kits, hoses, and hammer points) are subject to wear and/or deterioration associated with even ordinary use ("Wear Items"). In addition to the Rent, you agree to pay FTR a pro rata portion of the overall cost of repair, replacement and/or overhaul of any and all Wear Items (the "Pro Rata Maintenance Charge") based on the number of hours used (if no log is available, you agree to the use of a reasonable estimate of such hours provided by FTR). The Pro Rata Maintenance Charge will be due and payable immediately upon your receipt of our invoice for the same. You acknowledge and agree that it may not be possible to calculate the Pro Rata Maintenance Charges prior to or simultaneously with the end of the Term. Accordingly, you agree to pay such Pro Rata Maintenance Charge in full, regardless of whether the same is invoiced to you during the Term or at any time thereafter, and you hereby waive any and all rights, claims, defenses, and setoffs arising from or in connection with the timing of delivery and/or your receipt of any notice of or invoice for such Pro Rata Maintenance Charge(s).

19. WARRANTY WAIVER: FASTTRAC RENTALS LLC IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED IN THIS AGREEMENT AND/OR ANY SCHEDULE(S),

ALL OF WHICH ARE PROVIDED "AS-IS". EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER FTR NOR ANY TPO, MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY AND ALL WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY 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 FASTTRAC RENTALS LLC OR ANY TPO, NOR DOES FASTTRAC RENTALS LLC OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT WITH THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, ALL OF WHICH REPRESENTATIONS AND WARRANTIES YOU HEREBY WAIVE. NO DESCRIPTIONS, SAMPLES, DEPICTIONS, RECOMMENDATIONS, MODELS, SPECIFICATIONS OR ADVERTISEMENTS BY FTR OR ANY TPO CONSTITUTE REPRESENTATIONS OR WARRANTIES, ALL OF WHICH YOU HEREBY WAIVE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

20. INDEMNITY, DEFENSE AND HOLD HARMLESS: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY(IES), ELECTRIC SHOCK, LOSS, DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS AGREEMENT INCLUDING ANY SCHEDULE(S), INVOICES AND/OR ADDENDA PROVIDED BY OR AT THE DIRECTION OF FTR OR ANY TPO IN CONNECTION HERewith, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, FUELING, CHARGING, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF ANY SUCH ITEM(S) OR SERVICE(S) (INCLUDING ANY OF THE FOREGOING ARISING OR IMPOSED UNDER THE DOCTRINE OF "STRICT LIABILITY"), WHETHER OR NOT YOUR FAULT; (B) RELEASE AND DISCHARGE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS FASTTRAC RENTALS LLC AND SUCH TPO(S), THEIR RESPECTIVE PARENTS, PARTNERS, AFFILIATES SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, SUPPLIERS, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS (EACH, AN "INDEMNITEE" AND COLLECTIVELY, THE "INDEMNITEES"), FOR, FROM AND AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES (COLLECTIVELY, "ADVERSE CONSEQUENCES") ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES, INCLUDING WITHOUT LIMITATION, ALL ADVERSE CONSEQUENCES ARISING FROM AND/OR IN CONNECTION WITH: (I) ANY NEGLIGENCE OR CLAIMED NEGLIGENCE OF FTR; AND/OR (II) YOUR BREACH OF ANY ONE OR MORE OF THE TERMS OF THIS AGREEMENT AND/OR ANY SCHEDULE(S); AND (C) WAIVE ALL RIGHTS, CLAIMS, REMEDIES AND DAMAGES AVAILABLE UNDER THE UNIFORM COMMERCIAL CODE, AS WELL AS ALL DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, GENERAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES, AGAINST EACH AND EVERY INDEMNITEE.

21. DEFAULT AND REMEDIES: If: (a) Customer and/or any guarantor(s) of Customer's obligations arising under this Agreement shall: (i) fail to fully and timely honor, pay, perform or comply with this Agreement and/or any one or more of Customer's obligations arising under and/or in connection with this Agreement and/or any Exhibit(s) or Invoice(s) hereto; (ii) provide any incorrect or misleading information to FTR; (iii) become insolvent or suffer or acquiesce to any assignment for the benefit of creditors; or (iv) die or cease (or threaten to cease) conducting business; (b) FTR in good faith reasonably believes the prospect of Customer's payment or performance hereunder and/or under any Invoice(s) is impaired or is likely to be impaired; or (c) any Rented Item(s) shall be lost or, unless covered by LDW per Section 11, damaged, Customer will be in default hereunder, whereupon, FTR may with or without notice or legal process (and without liability to Customer

or any guarantor), to the maximum extent permitted under applicable law: (i) cancel and/or terminate this Agreement and/or any Exhibit(s) or Invoice(s) hereto (and/or any lease(s) of Rented Item(s) referenced (t)herein); (ii) terminate or suspend any other agreement(s) between FTR and Customer; (iii) seek relief from stay; (iv) enter upon any real property where any Rented Item(s) may be located and recover, restrict access to, lock, empty and/or disable any one or more of such Item(s) without being guilty of breach, trespass, wrongful interference with Customer's rights with respect to such Item(s) (including any right(s) of peaceful and quiet use and possession thereof), or other transgression (for which Customer agrees to indemnify, defend and hold harmless FTR and the other Indemnitees); (v) perform Customer's obligations hereunder on Customer's behalf, without being obligated to do so; (vi) purchase replacement Item(s); (vii) retain all payments received from Customer and/or on Customer's behalf and apply such payments to any amounts due and/or coming due under or in connection with this Agreement and/or any other agreement between Customer and FTR; (viii) recover from Customer and/or any guarantor (as joint and several obligors) FTR's associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the balance of the scheduled Term(s), overtime, loss of use, the full new replacement cost of the subject Item(s), the cost of all repair/replacement parts and associated labor, packing, shipping, assembly, drayage, storage, customs, taxes, insurance, interest, attorneys' fees and costs of collection); (ix) commence seizure and/or foreclosure proceedings with respect to any lien or security interest in favor of FTR; and/or, in the sole discretion of FTR; (x) pursue any other rights and/or remedies available hereunder, at law or in equity, all of which shall be cumulative and unimpaired.

INSPECTIONS AND MONITORING: FTR may, without notice or liability to you, monitor and/or inspect (in person and/or electronically) any Rented Item(s) at any time, wherever located. You acknowledge and consent to our installation in or on each Rented Item of one or more tracking and/or monitoring device(s) (including GPS, Electronic Logging Devices and/or other electronic/telematics systems) enabling us to, among other things, monitor and collect data regarding the location(s), maintenance status and use characteristics of each such Rented Item (all of which data shall be the sole and exclusive property of FTR), and you hereby irrevocably and unconditionally, assign such information and data to FTR, and waive and relinquish any and all rights and claims thereto and/or arising therefrom or in connection therewith. FTR's receipt, possession and/or use of such information shall give rise to no duty(ies) on the part of FTR with respect to the subject Item(s) or any use made thereof by Customer.

22. OTHER RIGHTS AND REMEDIES: To the maximum extent permitted under applicable law, you grant to FTR: (a) a lien on all: (i) personal property located in or on, or affixed to, any Rented Item(s); and (ii) real property improved through use of any Rented Item(s), and/or on which any Rented Item(s) may be located or used; and (b) the right to claim on any associated payment and/or performance bond, in order to secure the amounts due and coming due hereunder. If any performance required of FTR is delayed or rendered impractical as a result of, or in connection with, any act or omission of/by you, any Other Provider(s) or any "Act of God" (e.g., any event, fact, or circumstance beyond FTR's reasonable control), FTR will be excused from such performance. You waive the benefits of all statutes of limitations regarding FTR's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (A) 18% per annum; or (B) the highest rate permitted under applicable law until paid. You authorize FTR to obtain and retain your credit information and history, and to submit all amounts coming due hereunder (up to 150% of the new replacement cost of the subject Item(s)) for payment on your debit or credit card(s), and you waive all associated claims, setoffs, and chargebacks. You agree to pay FTR the maximum lawful charge for any debit or credit card you provide which is declined, and/or any check you write which is returned unpaid. Except only as otherwise provided herein, this Agreement cannot be further amended or extended except in a writing signed by both you and FTR. FTR's maximum liability in connection with this Agreement is limited to the amount(s) actually paid by you to, and received by, FTR for the specific Item(s) to which any claim of liability relate(s).

23. ITEM(S) SOLD TO YOU (IF ANY): Any item(s) sold to you ("Sale Items"), as provided on the applicable Invoice(s) is/are provided "AS-IS" and "WITH ALL FAULTS," and are subject to the terms of this Contract (modified to address sales); provided that our obligations under Section 9 of this Agreement shall expire and terminate 3 days after the date of purchase. All item(s) not specifically identified as Sale

Items on the applicable Invoice will be deemed "Rented Item(s)".

24. **NON-DISCRIMINATION:** This contractor and subcontractor (Lessor and Lessee) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

25. **REPRESENTATIONS AND WARRANTIES:** Customer represents, warrants, covenants and agrees to, with and for the benefit of FTR as follows:

(a) If Customer is a business organization, Customer is validly existing and in good standing, under the laws of the jurisdiction of its organization.

(b) Customer has all necessary right, power and authority to enter into and perform this Agreement and each Invoice.

(c) This Agreement and each Invoice have been (or, as applicable, will be) duly authorized by all necessary action on the part of the Customer.

(d) this Agreement and each such Invoice will, when executed, constitute the legally valid and binding obligations of Customer, enforceable in accordance with their terms; and

(e) that all credit, financial and other information provided by or on behalf of Customer to FTR in connection herewith is/shall be true, correct and complete, and shall not fail to set forth any fact(s) or circumstance(s) necessary to clarify the same and/or that may tend to make any of such information materially more or less true and/or accurate.

26. **CONSTRUCTION AND INTERPRETATION:** This Agreement, and any Invoice, Credit Application, Guarantee, Exhibit and/or other Addenda(um) provided and/or signed by FTR (each of which shall be deemed incorporated herein), represent(s) the entire agreement between Customer and FTR, superseding all other oral and written agreements and representations (including FTR's website and advertising) as well as any course of dealing, course of performance, and usage of trade. The terms of this Agreement are severable. If any provision hereof shall be 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 in either such event, the remainder of this Agreement will remain valid and in full force and effect. Except only as expressly provided herein, this Agreement cannot be modified without the express written approval of FTR. Your duties hereunder are UNCONDITIONAL. Neither FTR's exercise, nor its failure or delay in the exercise, of any rights or remedies available hereunder and/or in connection herewith will constitute an election of remedies or a waiver of any right or remedy FTR may have, all of which are cumulative.

27. **GENERAL PROVISIONS:** Customer agrees to: (a) furnish to FTR upon request, statements setting forth the financial condition and operations of Customer and any guarantor(s) of Customer's obligations hereunder; and (b) pay all taxes (including all sales, use, fuel, and other taxes), tolls, fines, fees, and assessments related to each Item and/or the transaction(s) referenced in this Agreement. Time is of the essence. Anything remaining with, in or on any Rented Item(s) upon return to FTR will, at our option, be deemed surrendered and abandoned. There are no third-party beneficiaries hereto, other than the Indemnitees (each of whom/which shall be deemed an intended third-party beneficiary of your representations, warranties, obligations, and agreements set forth in this Agreement). This Agreement will be deemed to apply to all Item(s) identified in/on the applicable Invoice(s), and to all other items you obtain from FTR at any time (except only as otherwise agreed by FastTrac). This Agreement: (i) has been specifically negotiated by the Parties (each waiving any and all rights to claim it constitutes an "adhesion contract"); (ii) shall bind and be enforceable by you, FastTrac Rentals LLC, the other Indemnitees identified in Section 20, and each of the aforementioned parties' respective insurers, subrogees, successors and permitted assigns; and (iii) shall be interpreted and enforced under the laws of Missouri. Digital, electronic, photocopied, and facsimiled signatures and initials appearing on this Agreement and/or on any Invoice(s) or Addenda(um) hereto will be deemed originals. This Agreement shall not bind FTR, even if signed by FastTrac, unless and until FTR receives and accepts any and all required Prepayments and the Proof of Insurance referenced in Section 10 hereof with respect to each applicable Rental.

28. **DISPUTES:** All civil legal disputes arising under and/or in connection with this Agreement and/or its subject matter shall, at the sole option of FTR, be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association (the "ARA") at the offices of the ARA located in or nearest to St. Louis, Missouri before a single arbitrator selected by FTR. Judgment on the arbitrator's award shall be final and binding on the Parties and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection therewith shall lie solely and exclusively in the federal, state, and local courts located in or nearest to St. Louis County, MO, unless waived by FTR. You consent and submit to the aforementioned jurisdiction and venue and waive all claims that such venue lies in an inconvenient forum. **EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY.**

29. **NET RENTAL:** This Agreement and each transaction contemplated herein shall be deemed a "net" Rental. Customer's obligations to pay all Rent and other sums when due and to otherwise perform as required hereunder and under each Invoice shall be absolute and unconditional and shall not be subject to any present or future abatement, reduction, set-off, compensation, defense, counterclaim, cross-claim, interruption, deferment or recoupment, for any reason.

30. **WARNING:** Failing to timely return, or concealing, selling, pawning, loaning, abandoning, giving away, damaging, or destroying leased or rented personal property may subject the lessee to CIVIL PENALTIES and/or CRIMINAL PROSECUTION. See Missouri Revised Statutes §§569.100 and 120 and 570.057 et seq., and its successor provision(s) for detail.

ALL RENTAL CHARGES ARE SUBJECT TO FINAL AUDIT AND ADJUSTMENT BY FASTTRAC RENTALS LLC. YOU AGREE TO PROMPTLY PAY THE SAME, AND HEREBY AUTHORIZE FASTTRAC RENTALS LLC TO CHARGE ALL AMOUNTS DUE AND COMING DUE UNDER THIS AGREEMENT (UP TO 150% OF THE NEW REPLACEMENT COST OF THE RENTED ITEM(S)) 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 1-6, each Addendum, and/or exhibit hereto, and all applicable Instructions. ANY DIFFERENT OR ADDITIONAL TERMS (INCLUDING ANY HANDWRITTEN MODIFICATIONS), WHETHER ORAL OR WRITTEN, ARE HEREBY OBJECTED TO, AND SHALL NOT BE ENFORCEABLE AGAINST FTR, UNLESS SEPARATELY APPROVED IN WRITING BY FTR. You, the authorized signatory for the Customer/Lessee, represent and warrant that you, for yourself and for such Customer/Lessee, have all necessary right, power, and authority to execute this Agreement and bind the Customer hereto, and that you have carefully reviewed, fully understand, and agree to all of the terms and conditions of this Agreement.

Executed by the undersigned Parties as of the Effective Date: _____

ACKNOWLEDGED AND AGREED BY/FOR FASTTRAC RENTALS LLC ("FTR")	SIGNATURE OF/FOR YOU/CUSTOMER/LESSEE:
By	By:
Name (Printed): _____	Name (Printed): _____
Title: _____	Title: _____