

EQUIPMENT RENTAL POLICIES

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. Term.

The term of this lease shall be by the hour of use based on daily (8 hours), weekly (40 hours), or monthly (240 hours) rates. The equipment shall be returned with a full tank of fuel (if applicable) or be subject to a refueling charge of \$9 per gallon. The equipment shall be returned clean or be subject to a cleaning fee of \$75. Payment is due upon return of Rented Equipment.

2. Title and Possession.

The Rented Equipment shall at all times be the sole and exclusive property of Lessor. Lessee shall have no right, title or property interest to or in the Leased Equipment except for the right to use it in accordance with this Rental. Until termination of this Rental, Lessee shall be entitled to the possession of the Rented Equipment for use for its intended purposes.

3. Use, Maintenance and Operation.

- 3.1 Lessee warrants that during the Rental Term the Rented Equipment will be operated or handled only by qualified employees or contractors of Lessee.
- 3.2 No improvements or alterations other than standard maintenance shall be made to the Rented Equipment without Lessor's prior written consent. Any improvements made after obtaining Lessor's written consent shall immediately, without further action, become the property of Lessor and part of the Rented Equipment.

4. Lessee's Assumption of Liability; Indemnification.

- 4.1 Lessee assumes all risks and liabilities for the Rented Equipment including, without limitation, liability associated with the use, operation, maintenance, possession and storage thereof by Lessee, its employees or its contractors.
- 4.2 Lessee shall defend, indemnify and hold harmless Lessor and its officers, agents, servants, successors and assigns (an "Indemnitee") from and against all losses, damages, claims, penalties, bodily injuries, death, obligations, liabilities, actions, suits, costs and expenses, including attorneys' fees and costs, of whatsoever kind and nature, which may be asserted against, imposed on, incurred by, suffered by, charged to or recoverable from any Indemnitee, in any way relating to, arising out of or connected with this Rental or the enforcement hereof, or the possession, use, operation, condition, maintenance, storage or alleged use, operation or storage, or other disposition of the Rented Equipment or any part thereof, whether such claim be groundless, false, fraudulent or valid. Lessee's indemnities and liabilities as set forth herein shall continue in full force and effect after termination of this Rental.
- 4.3 Upon Lessor's request, Lessee shall assume defense of all demands, claims, actions, suits and proceedings against Lessor for which indemnity is provided as set forth herein and shall allow Lessor, at Lessor's option, to participate therein. Lessor shall be subrogated to all rights of Lessee for any manner which Lessor has assumed obligation hereunder, and Lessor may settle any demand, claim, or action without Lessee's prior consent.
- 6.4 Lessee shall maintain \$1,000,000 liability coverage starting when equipment is picked and until it is returned and shall provide proof of such coverage to Lessor prior to the start of the Rental period.
- 1.1 Lessor shall not be liable to Lessee for any loss, damage, injury, or expense of any kind or nature caused directly or indirectly by any Rented Equipment or the use, storage, possession, or maintenance thereof; any repair, servicing or adjustments made to the Rented Equipment, or for any delay or failure to provide any thereof; any interruption of service or loss of use of the Rented Equipment; or for any loss of business or damage whatsoever and howsoever caused, including fire.

5. Warranties and Disclaimer.

- 5.1 LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER. LESSOR HEREBY DISCLAIMS, AND LESSEE HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES OF LESSOR AND RIGHTS, CLAIMS AND REMEDIES OF LESSEE, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE RENTED EQUIPMENT OR THIS RENTAL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO THE RENTED EQUIPMENT, FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO THE RENTED EQUIPMENT, FOR ANY LIABILITY OF LESSEE TO ANY THIRD PARTY, OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 5.2 LESSEE REPRESENTS THAT IT HAS HAD A REASONABLE OPPORTUNITY TO INSPECT THE RENTED EQUIPMENT AND ACCEPTS THE RENTED EQUIPMENT "AS IS."

6. Miscellaneous Provisions.

- 6.1 Lessee shall not sublet the Rented Equipment, nor assign this Rental or any part thereof or interest therein, without the prior written consent of Lessor. Lessor may assign its rights under this Rental without Lessee's consent. Subject to the foregoing, this Rental is binding upon the heirs, legal representatives, successors and assigns of either party to this Rental.
- 6.2 Lessee is not an agent of Lessor, and this Rental does not create a relationship of employer or employee, or a partnership or a joint venture between Lessor and Lessee.
- 6.3 This Rental constitutes the entire agreement of the parties. The failure of either party at any time to enforce the terms or conditions of this Rental shall not constitute a waiver as to any subsequent required performance or obligation of the other party.

6.4 To the extent that any of the provisions contained in this Rental shall be invalid, illegal, or unenforceable in any respect, the validity of any remaining provisions, or portions thereof, shall not be affected.

6.5 This Rental shall be governed by the laws of the State of Washington.

NOTICE

A cleaning fee of \$75 will be charged for equipment returned uncleaned.

A refueling charge will be applied at a rate of \$9 per gallon for equipment returned without a full fuel tank (if applicable)