Lessee must check engine oil, water and fuel daily. Lessee is responsible for all tire maintenance, fuel, missing parts and all other wear not resulting from the use of improper care which will be charged directly to Lessee. The contract shall extend beyond the term at the same terms if Lessee holds the Equipment over the specified term of lease.

1. Equipment Location: The Equipment will be delivered to and used at the listed address unless approved by Lessor in writing. The Lessee will return the Equipment in the same condition in which it was delivered, reasonable wear and tear excepted.

2. Damage: All damage to tracks, tires, and tubes caused by blow-out, bruises, cuts, road hazards and other causes inherent to the use of the Equipment is the responsibility of the Lessee.

3. Theft: Lessee is responsible for the theft of the Equipment, until Lessee takes possession of the Equipment.

4. Malfunctioning Equipment: Should the Equipment become unsafe, malfunction or require repair, Lessee shall immediately cease using the Equipment and immediately notify Lessor. If the malfunction or repair is the result of normal repair, Lessor will repair or replace the Equipment with similar Equipment in working order if such replacement Equipment is available. Lessor has no obligation to replace Equipment rendered inoperable by misuse, abuse or neglect.

5. Failing to Pay Interest: All past due amounts shall accrue at the lesser of: a) 1.5% per month, or b) the highest rate permitted by law.

6. Deposits: Lessee acknowledges that one of the purposes and intents of the deposit, if a deposit is requested, is to secure and guarantee complete performance of Lessee’s obligations under the contract.

7. Possession/TITLE: Lessee’s right to possession of the Equipment terminates on the return date indicated in this Agreement or upon termination of this Agreement, whichever occurs first. Retention of possession after this date constitutes a material breach of this Agreement. Any extension of this Agreement must be agreed upon in writing. Title to the Equipment is and shall remain in Lessor. If the Equipment is not returned or is levied upon for any reason other than the termination of this Agreement, whether without or with notice, for failure to comply with legal process and use whatever force is reasonably necessary to do so. Lessee hereby agrees to indemnify, defend, and hold Lessor harmless from any and all claims and costs arising from such retaking. If Equipment is levied upon, Lessee shall notify Lessor immediately.

8. Receipt/Perception of Equipment: Lessee hires the Equipment on an “AS IS” basis. Lessee acknowledges that it has personally inspected the Equipment prior to its leaving Lessor (regardless of point of delivery) and finds it suitable for its needs. Lessee acknowledges receipt of all items listed in this Agreement in good working order and repair and that it understands its proper operation and use of the Equipment. Lessor will not be liable for any damages of any kind, including special, incidental or consequential damages, or injury, that result from the use of the Equipment by Lessee. Lessee agrees to use the Equipment at all times in a safe and proper manner. Lessee agrees that the Equipment is for use at the location as specified in the Agreement and shall not be used for any other purpose.

9. Equipment Description: The Equipment may be equipped with telematics hardware and software (“Telematics”) that transmit data to Lessor, the Equipment manufacturer, or the Equipment manufacturer’s other dealers. Lessee agrees that Lessor, the Equipment manufacturer, and the Equipment manufacturer’s other dealers (and their affiliates, successors and assigns), without further notice to Lessee have the right to: (a) use, collect and disclose any data generated by, collected by, or stored by the Equipment and telematics hardware or software (“Data”) for any purpose; (b) store the Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics (“Data Reporting Systems”); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated. In the event that the Machine Data includes Lessee’s personal information, Lessor represents that it will: (i) collect and disclose the Machine Data in accordance with all laws, orders, and regulations; and (ii) not use the Machine Data without Lessee’s consent. Lessor will use the Data solely for the purposes of: (a) ascertaining the location of the Equipment; (b) checking that the Equipment is being used in an acceptable manner; (c) maintaining telematics equipment; (d) pursuing any remedies available to Lessor. Exercise of any remedy available to Lessor shall not constitute an election of remedies or a waiver of any additional remedies to which Lessee may be entitled.

10. Equipment Maintenance: The Lessee agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations (including OSHA) which may apply to the use of the Equipment during the rental period. Lessee further agrees to pay all liens, fees, permits or taxes arising from his use of the Equipment, including any subsequently determined to be due as a result of failure. Lessee shall not permit Equipment to be operated by any person other than Lessee or Lessee’s duly authorized employee, who has experience and training in the safe and proper use and operation of the Equipment, and is not under the influence of alcohol, intoxicants, narcotics or drugs. Lessee shall not allow any person to operate or use the Equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the Equipment; cause any damage to the Equipment; or write any unauthorized software or other code to the Equipment. Lessee agrees to check filters, oil, fluid levels and air pressure and to clean and visually inspect the Equipment at least daily and to disconnect and immediately notify Lessor when Equipment is found to need repair or maintenance. Lessee acknowledges that Lessor has no responsibility to inspect the Equipment while it is in Lessee’s possession. If theLessee has been notified that this Equipment is due for inspection, Lessor will not be liable for damages resulting from Lessee’s failure to do so.

11. Solvency: It is agreed that this Agreement contains the entire agreement of the parties, and it is further agreed that no representation, warranty or agreements other than those set forth herein shall be binding upon either of the parties hereto unless the same is reduced to writing, signed by both parties to this Agreement and purports to be an express modification of this Agreement.

12. Location of Equipment: Lessee shall not move Equipment from the address at which Lessee represented it was to be used.

13. Default: Should Lessee in any way fail to observe or comply with any provision of this Agreement, Lessor may, at its sole option, exercise any and all of the following remedies: (a) termination of this Agreement, (b) retake the Equipment, (c) declare any outstanding rent and charges due and payable and initiate legal process to recover the monies, (d) pursue any of the remedies available to Lessor. Exercise of any remedy available to Lessor shall not constitute an election of remedies or a waiver of any additional remedies to which Lessee may be entitled.

14. Retaking of Equipment: If for any reason it becomes necessary for Lessor to retake the Equipment, permission is granted to Lessor to enter upon property, including tribal lands, and retake the Equipment without further notice.

15. Accidents and Indemnification: For and in additional consideration of providing the Equipment, Lessor agrees to defend, indemnify and hold harmless Lessor, its assigns, the wholesale distributor, or the manufacturer, its affiliated companies, and its employees, against claims, suits, actions, proceedings, causes of action, and demands, and all costs, expenses, including reasonable attorneys’ fees, arising out of Lessor’s use or possession of the Equipment. The foregoing includes, without limitation, property damage and bodily injury, including death, sustained by any person or persons, including, but not limited to, employees of Lessee, arising out of the maintenance, use, possession, operation, erection, dismantling, servicing or transporting the Equipment. In the event of any violation of terms of this Agreement, except to the extent caused solely by the gross negligence or the intentional wrongful act of Lessor.

16. Waiver: Lessor waives any right which it may have to require Lessee to maintain the Equipment in accordance with the terms of this Agreement and waive any right to require Lessee to maintain the Equipment in accordance with the terms of this Agreement.

17. Insurance and Loss Damage Waiver: Lessee will, at all times during the term of this Agreement, maintain general and auto liability coverages in amounts that may be required from time to time by Lessor, of not less than $1,000,000. If Lessee does not maintain such insurance, Lessor shall maintain contractor’s equipment physical damage coverage for leased/rented equipment in an amount of the replacement value of the Equipment. Lessee shall provide a certificate evidencing such insurance with Lessor named as an additional insured and loss payee. The loss damage waiver for accidental damage and does not relieve Lessee from responsibility for damage to the Equipment caused by gross negligence, abuse or other willful misconduct of Lessee.

18. Venue, Sovereign Immunity and Jury Trial Waiver: Lessee agrees that jurisdiction and venue for the litigation of any disputes arising under this contract shall be in the applicable state or federal court in the county in which Lessor is located. Sovereign immunity and waiver of Lessor’s, ANY PROPERTY Lessor OR OTHER PERSON’S, RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING OR CONNECTED IN ANY WAY WITH THIS CONTRACT.

19. Notice of Non-Waiver/Severability: No notice of Lessor to insist upon strict performance by Lessee as regards to any provision of this Agreement shall be interpreted as a waiver of Lessor’s right to demand strict compliance with all other provisions of this Agreement. Lessee’s failure to enforce this Agreement shall be severable so that unenforceability, invalidity or waiver of any provision shall not affect any other provision.

20. Assignment: Lessee agrees that Lessor may assign this Agreement and all right, title, and interest in and to the Equipment, and all sums due or to become due to Lessor hereunder (of which assignment Lessee hereby waives notice), and Lessor’s assignee shall have the right to pay under this Agreement will not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Agreement. Lessee further agrees to make rental payments directly to any assignee of Lessor, upon and following receipt of evidence of assignment and a written request to do so, and Lessee agrees to recognize any written notice to Lessee of any change in ownership of this Agreement.

21. Charges: The total amount due from Lessee may include recovery of Lessor’s estimated Oregon Corporate Activity Tax. The recovery of Lessor’s estimated Oregon Corporate Activity Tax is retained by Lessor. The charge is designed to offset Lessor’s tax expense incurred in the provision of rentals and may not accurately reflect the actual tax expense incurred in any given period.

22. Other Provisions: It is agreed that this Agreement contains the entire agreement of the parties, and it is further agreed that no representation, warranty or agreements other than those set forth herein shall be binding upon either of the parties hereto unless the same is reduced to writing, signed by both parties to this Agreement and purports to be an express modification of this Agreement.

RENTAL TERMS AND CONDITIONS