

Vehicle Addendum

This Addendum supplements the Rental Contract ("Contract") between you and Mike & Terrie Enterprises, Inc., d/b/a "Handy Rents" (hereinafter, "Lessor" or "HR") with respect to any and all vehicle(s) included in the Rented Item(s) identified therein. As used herein, "P.1" refers to the first page of the Rental Contract; the terms "Customer," "Lessee," "you" and "your" mean the rental customer, "renter" or lessee identified in the Contract, and "Lessor," "we," "us" and "our" mean Handy Rents ("HR").

1. **AUTHORIZED USE.** Unless otherwise specified in the Rental Contract or separately agreed in writing by HR: (a) **you alone** are authorized to use the Rented Item(s) **ONLY** within (i) the State of Ohio; and (ii) a 100-mile radius of the "Site" specified in the Rental Contract (the "Authorized Use Area"); (b) no other person may use the Rented Item(s) unless such person is: (i) identified in the Contract; (ii) approved by us in our sole discretion; and (iii) agrees in writing to be bound by the terms of the Contract and this Addendum (each being an "Additional Authorized User" and with you, the "Authorized Users"); and (c) Authorized Users must be at least 21 years of age and have the proper (in the U.S.) driver's license. Subject to applicable law, an additional fee for each Additional Authorized User may be payable to HR.

2. **YOUR OBLIGATIONS.** You agree to: (a) use the Rented Item(s) only in full compliance with the terms of this Addendum, the Contract and all applicable laws, rules and regulations ("Laws"); (b) refrain from engaging in any "Prohibited Activities" (as defined below); (c) fully and timely pay all taxes, tolls, fees, fines, citations, penalties and other charges in any way affecting or arising in connection with the Rented Item(s) and/or their rental to you; (d) regularly inspect the Rented Item(s) during the Term, ensuring all required fuel, fluids and lubricants are filled and tire pressures properly maintained; and (e) return the Rented Item(s) to us, together with all parts, equipment and related documentation, not later than the due date (and if stated, the time) set forth on P.1, complete, full of the appropriate fuel and all necessary fluids and lubricants, and otherwise in good order, condition and repair, except only as otherwise specifically noted on the Rental Contract or Inspection Certificate, if any, you signed on the Commencement Date.

3. **RENTAL CHARGES.** Rental Charges will continue to accrue until all Rented Item(s) is/are returned to, and accepted by, HR in the return condition required under the Contract. The minimum rental charge is for **ONE RENTAL DAY** (one 24-hour period for which Rent is charged hereunder), commencing at the time your rental begins. Mileage Charges will accrue in addition to the Rent, based on the actual miles the Rented Item(s) is/are driven, as determined by HR upon return. Reference is typically, but not always, made to the Rented Item(s)'s odometer for this purpose. An Additional Service Charge may be added to the Rent if you fail to timely return the Rented Item(s) or return it/them to an alternate location. If you fail to return the Rented Item(s) full of the proper fuel, YOU AGREE TO PAY HR A SERVICE FEE FOR REFUELING AS SET FORTH ON P.1.

4. **PAYMENT.** UNLESS OTHERWISE AGREED IN WRITING BY HR, PAYMENT OF ALL ESTIMATED RENT IS DUE IMMEDIATELY. Payment of any additional charges is due immediately upon completion of your Rental. IN ORDER TO SECURE YOUR PROMPT PAYMENT AND PERFORMANCE OF YOUR OBLIGATIONS HEREUNDER AND UNDER THE CONTRACT, AND TO THE EXTENT PERMITTED BY LAW, YOU HEREBY: (A) GRANT TO US A LIEN ON ALL PROPERTY LOCATED OR STORED IN OR ON ANY RENTED ITEM(S) AT ANY TIME; AND (B) AUTHORIZE US TO (I) RESERVE 150% OF THE ESTIMATED CHARGES ON YOUR CREDIT CARD; (II) SUBMIT TO THE CARD ISSUER ALL ESTIMATED RENT AND OTHER CHARGES IMMEDIATELY; AND (III) SUBMIT ALL ADDITIONAL CHARGES UPON COMPLETION OF YOUR RENTAL. We may audit any charges after completion of the rental. You agree to pay us: (a) any shortfall; (b) all collection and repossession costs we incur (including attorneys' fees and court costs) as a result of any breach or default by you; and (c) interest at the highest rate permitted under applicable law, on all amounts due hereunder but not timely received by HR.

5. **SAFETY INSTRUCTIONS.** You acknowledge that you have received, carefully reviewed and are satisfied with, the training, instructions, operating and user manuals, and other information (including all training required under applicable EPA, OSHA and/or ANSI Standards, if any) pertaining to the Rented Item(s) ("Instructions"). You will fully comply with, and will cause your employees and agents to read and fully comply with all such Instructions. **IMPROPER USE OF ANY RENTED ITEM(S), OR CONTINUED USE OF ANY RENTED ITEM THAT IS DEFECTIVE, DAMAGED OR OTHERWISE MALFUNCTIONING (EACH, A "MALFUNCTION"), MAY RESULT IN INJURY TO PERSONS OR PROPERTY, OR DEATH.** You agree to immediately discontinue use of any Rented Item that Malfunctions and notify

6. **h ACTIVITIES.** Unless we otherwise separately agree in writing, you will not, nor will you permit anyone else to (a) use or involve any Rented Item(s) for or in connection with: (i) any contest; (ii) the storage or transportation of any controlled, illicit, toxic, flammable, explosive, noxious, caustic, corrosive, carcinogenic or otherwise harmful or hazardous substance(s) or material(s); (iii) work or transportation of persons, animals or property for hire; (iv) off-road; (v) to tow or push anything; (vi) in any potentially dangerous or hazardous manner, environment or circumstance; or (vii) in violation of this Addendum, the Contract, or applicable Laws, or any policy(ies) of insurance; (b) store, repair or modify any Rented Item; (c) tamper with or adjust any speedometer, odometer, electronic logging device, telematics device, or other equipment or device(s) located in or on any Rented Item.

7. **LOSS OR DAMAGE.** You are responsible for any and all loss or damage to the Rented Item(s) regardless of cause or fault.

3. **BREACH.** A "Default" (as defined in the Contract) by you will include: (a) failing to fully and timely pay or perform all of your obligations arising hereunder; (b) failing to maintain the insurance required hereunder and/or under the Contract; (c) failing to maintain the necessary qualification(s) to legally use the Rented Item(s) (including without limitation, the proper type and class of driver's license); (d) failing to care for or protect the Rented Item(s) (e.g., by abandoning it, parking it illegally, or leaving it and failing to remove the keys, raise the windows and/or lock all of the doors); and/or (e) attempting to use or take the Rented Item(s): (i) anywhere outside the Authorized Use Area; (ii) for any illegal purpose; (iii) through fraud or misrepresentation; (iv) recklessly or carelessly (including while overloaded); (v) while under the influence of drugs or alcohol; (vi) off-road or on unpaved roads; (vii) to tow or push anything, (viii) for hire; (ix) in any type of contest; (x) while Malfunctioning; (xi) in violation of any Safety Rules provided to you; and/or (xii) in any other manner likely to result in injury and/or damage to persons or property. YOU WILL REMBURSE US FOR ANY LOSS, COST

OR DAMAGE (INCLUDING ATTORNEYS' FEES) FOR ANY BREACH OF THE CONTRACT OR THIS ADDENDUM, AND TO THE EXTENT PERMITTED BY LAW: (A) ANY APPLICABLE DAMAGE WAIVER OR RENTAL PROTECTION PLAN WILL BE VOID; AND (B) YOU WAIVE ANY RIGHT TO A HEARING OR TO RECEIVE ANY NOTICE OR LEGAL PROCESS AS A PRECONDITION TO OUR RECOVERY OF THE RENTED ITEM(S).

8. **REPOSSESSION.** If you commit any Breach, we may repossess the Rented Item(s) without notice to you, in which case, you agree to pay the reasonable cost of such repossession and indemnify, defend and hold harmless Lessor from and against any and all liabilities, claims, damages, losses, costs and expenses arising in connection therewith (including without limitation, attorneys' fees).

9. **WAIVER/INDEMNITY.** WE ARE NOT THE MANUFACTURER OF THE RENTED ITEM(S). ACCORDINGLY, SUCH ITEM(S) IS/ARE PROVIDED "AS-IS" AND "WITH ALL FAULTS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF FITNESS, SUITABILITY, MERCHANTABILITY, FUNCTION, DESIGN, QUALITY, CAPACITY, AND FREEDOM FROM DEFECTS) REGARDING THE RENTED ITEM(S), NOR DO WE MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS OR OTHER ASSERTIONS, REGARDLESS OF WHERE THEY APPEAR, CONSTITUTE REPRESENTATIONS OR WARRANTIES BY HR. ACCORDINGLY, WITHOUT LIMITING ANY OF THE TERMS OF THE CONTRACT: (A) **WE WILL NOT BE LIABLE FOR, AND YOU HEREBY WAIVE ALL CLAIMS ARISING IN CONNECTION WITH, DAMAGE TO ANY MOTOR VEHICLE (INCLUDING BUMPERS, LIGHTS, HITCHES, MIRRORS AND TRUCK BEDS); (B) YOU ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, LOSS, DAMAGE AND CONTAMINATION ARISING IN CONNECTION WITH THE RENTED ITEM(S), WHETHER SUFFERED BY YOU OR BY ANY OTHER PARTY, WHETHER OR NOT YOUR FAULT; AND (C) YOU HEREBY RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS HR, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS (THE "INDEMNITEES"), FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR IN CONNECTION WITH THE RENTED ITEM(S), EVEN IF WHOLLY OR PARTLY ARISING FROM OUR NEGLIGENCE.**

10. **INSURANCE.** Except as required by law, **we do not provide insurance** (including without limitation, liability protection, no-fault benefits, uninsured/underinsured motorist ("UM/UIM") protection, and physical damage (comprehensive and/or collision) coverage). If we are legally obligated to provide any of the same, you (a) hereby select such protection(s) with the minimum limits and the maximum deductible(s) permitted by law; (b) agree to pay any and all such deductible(s); and (c) waive and reject any PIP and/or UM/UIM coverage in excess of the legally required minimums. YOU AGREE TO MAINTAIN AT LEAST HIRED AUTO LIABILITY INSURANCE WITH LIMITS OF NOT LESS THAN \$1,000,000 PER OCCURRENCE, AND "ALL RISKS" OR "INLAND MARINE" INSURANCE (INCLUDING COVERAGE FOR LOSS OF OR DAMAGE TO THE RENTED ITEM(S)) IN AN AMOUNT EQUAL TO AT LEAST THE ACTUAL CASH VALUE OF SUCH RENTED ITEM(S) AT ALL TIMES. All such policies shall: (i) name Lessor as an additional insured and loss payee; (ii) be deemed to waive subrogation against us and our parents, affiliates, agents, insurers, subrogees, successors and assigns; and (iii) be primary (our insurance will be excess). You agree to provide us with copies of the proper endorsements for the above coverages specifying that they will not be cancelled during the Term. YOU AGREE TO PROVIDE YOUR OWN INSURANCE IN FULL COMPLIANCE WITH APPLICABLE LAW. You hereby appoint Lessor as your attorney-in-fact for the purposes of: (a) presenting to your insurer(s) all claims for loss, damage or liability arising in connection with your use and/or possession of the Rented Item(s); and (b) pursuing, negotiating, finalizing and/or settling all claims, legal action(s) and payments (whether paid or received) in connection therewith.

11. **THEFT OR DAMAGE.** You agree to promptly report to us and to the police any accident(s), theft of, or damage to the Rented Item(s). We may obtain, or require that you provide us with copies of, all relevant documents and other information. You agree to cooperate with us fully in any investigation and prosecution of any resulting claim. FAILURE TO COOPERATE WILL VOID ANY APPLICABLE DAMAGE WAIVER OR EQUIPMENT PROTECTION PLAN. You authorize us to release to any court or government agency any information relating to any person who uses the Rented Item(s) during the Rental Term.

12. **NO ALTERATIONS.** This Addendum may not be modified by anyone other than an officer of Mike & Terrie Enterprises, Inc., d/b/a "Handy Rents."

13. **GENERAL PROVISIONS.** This Addendum modifies the terms of the Contract. Except as hereby modified, the Contract will remain valid and in full force and effect. You waive any and all incidental, consequential, special, exemplary and punitive damages against each of the Lessor Parties. This Addendum, together with the Contract, represents the entire agreement between you and us, and supersedes all other agreements and representations (including without limitation, our website and advertising). It cannot be amended or extended except in a writing signed by Lessor. Our rights and remedies hereunder and under the Contract are cumulative. You agree that we may install and monitor one or more devices in or on the Rented Item(s) for the purposes of monitoring the location and/or manner of use of such Rented Item(s) during the Term, and you hereby waive and relinquish any and all rights and claims with respect thereto and agree to hold harmless Lessor in connection therewith. Should any one or more of the provisions of this Addendum be deemed invalid or unenforceable by any court of competent jurisdiction, the subject provision(s) will be deemed stricken, and the remaining provisions of this Addendum will remain valid and in full force and effect. This Addendum will be governed solely by the laws of the state of Ohio.

I have carefully read and fully understand the foregoing Terms and Conditions and personally guarantee the Customer's prompt payment and performance of its obligations arising hereunder and/or under the Contract.

Signature: _____
Customer / Lessee / Authorized Signatory

A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST