

TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and Mike & Terrie Enterprises, Inc., d/b/a "Handy Rents," an Ohio corporation (hereinafter referred to as: "HR," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" means the first page or "face" of this Contract; "Contract" means P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including the Instructions referenced in Section [or "\$"] 4); "Site" means the address where the Item(s) will be delivered and/or used, as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the customer or lessee identified on P.1.

2. You agree to rent from HR the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay HR the rent set forth on P.1 (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by HR in the condition required under § 7. Unless otherwise specifically agreed by HR, all rental rates are for normal use of the Rented Item(s) on: (a) a single-event basis for special events-related Items (including without limitation, tables, canopies and concession items); and (b) a single-shift basis for all other Items (including without limitation, vehicles, tools and equipment), not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (a "Day"), 40 hours per 7-Day period, and 160 hours per 28-Day period, and otherwise in accordance with the terms of this Contract. Additional amounts will be due for overuse, misuse and late returns. No allowance will be made for weekends, 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"). You agree: (a) to pay us: (i) the Estimated Rent, together with any deposit specified on P.1 in advance (together, the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we 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 us; and (iv) all Prepayments are NON-REFUNDABLE unless otherwise specifically agreed by HR. Anything remaining with, in or on any Rented Item(s) upon return will be deemed surrendered and abandoned.

3. You will ensure the Site is reasonably clean, safe, secure and otherwise fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery and/or retrieval), you will: (a) pay our regular 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 at all times. We will not be responsible for delay(s) caused by other parties, including providers of other goods or services ("Other Providers") for which you hereby release, indemnify and hold harmless HR. If you are not present upon our delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality and quantities of the Item(s) and the Site).

4. Upon your receipt (or if earlier, our delivery to the Site) of the Item(s), unless you immediately reject it/them, you represent, warrant and agree that: (a) each Item: (i) is complete, in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by HR), examined and inspected solely by you or your agents; and (b) you: (i) have received, read and understand all training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable EPA, OSHA, NFPA, IBC, IFC, IEEE, ASSE, ASME, DOT and/or ANSI Standards) pertaining to the Rented Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust and Electronic Logging Device requirements); (iii) have been made aware of the need to use all recommended and required safety equipment (including FALL AND RESPIRATORY PROTECTION devices); (iv) will give all required notice(s) to, and timely obtain all applicable licenses, authorizations, permits and approvals from, the appropriate governmental authorities, utilities, cable companies and the Site owner(s); (v) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (vi) will ensure that all others comply with this Contract.

5. O.R.C. § 3781.25-32 requires that anyone penetrating the surface of the earth must have the utilities marked on their property before the "dig." The Ohio Utilities Protection Service (OUPS) will arrange to have any public underground utilities marked on the Site. Please call them at 1-800-362-2764 up to 10 days prior to the installation date, but no later than 48 hours prior thereto. The Ohio Oil & Gas Producers Utilities Protection Service (OGPUPS) should also be called. They can be reached at 1-614-715-2984. You will need to know your county, township, and township section number for your event location. Both services are free.

6. In the event of a Malfunction, you will immediately notify HR, and provided such Malfunction did not result from or in connection with your breach of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as reasonably possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. HR will have no other obligation(s) regarding Malfunctions, all of which you hereby waive (including incidental and consequential damages).

7. 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 us 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. If you fail to do so, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. Certain Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING, OR PACKING ITEMS THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.

8. Except with respect to Items we rent from one or more third parties (each, a "TPO") and then rent to you ("Re-Rented Item(s)"), HR owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including Re-Rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. You SHALL NOT loan, store, transfer, sublease or assign any Rented Item or this Contract without our prior written consent. We may sell and/or assign all or any part of our interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of HR.

9. WARNINGS: TENTS, INFLATABLES AND OTHER "TEMPORARY STRUCTURES," AS WELL AS LIFTS, SCAFFOLDS, GENERATORS, AND POWERED EQUIPMENT AND TOOLS (INCLUDING ITEMS USED FOR DIGGING, DRILLING, CUTTING, COMPACTING, BREAKING, BORING, LOADING, TOWING AND/OR HAULING), CAN BE DANGEROUS, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. EXERCISE EXTREME CARE WHEN DEALING WITH SUCH ITEM(S).

10. YOU AGREE TO PROVIDE ALL REQUIRED FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S), and ensure that each Rented Item is used reasonably, safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) except only as otherwise agreed by HR in writing, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, CERTIFIED, FAMILIARIZED AND/OR LICENSED (AS APPLICABLE) ADULTS; and (e) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, conceal, store, repair, modify or damage any Rented Item. YOU SHALL ALSO: (A) ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY

A COMPETENT ADULT AT ALL TIMES; AND (B) POST IN A CONSPICUOUS PLACE, AN OSHA-COMPLIANT EVACUATION PLAN FOR ALL TEMPORARY STRUCTURES.

11. NO WARRANTIES: HR IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "AS-IS". NEITHER HR 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 ARISING FROM OR IN CONNECTION WITH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY HR OR ANY TPO, NOR DOES HR OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS, OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY HR OR ANY TPO.

12. INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY 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, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, INSTALLATION, STORAGE, SERVICING, MAINTENANCE, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, HR AND EACH TPO, and their respective owners, shareholders, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising from and/or in connection with your breach of this Contract; and (C) WAIVE all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each Indemnitee.

13. If and only if, we have offered and you have paid the non-refundable fee for our OPTIONAL LIMITED DAMAGE WAIVER ("LDW") (set forth on P.1, if available) in advance of the Term, your liability to HR for physical damage to Rented Item(s) covered by LDW ("Covered Item(s)") will be limited to 20% of the applicable repair/replacement cost for such Covered Item(s); provided however, that you will remain 100% liable for all damage to or loss of: (a) Item(s) not covered by LDW; (b) Covered Item(s) lost or damaged as a result of or in connection with: (i) your breach of this Contract; (ii) theft or other failure to timely return Covered Item(s) to HR; (iii) gross negligence, misuse and/or abuse of any Item(s); (c) batteries, glass, tires, tubes, tracks, belts, chains, knobs and/or hoses; and (d) all repair/replacement costs exceeding \$5,000 for any Covered Item. You may decline LDW if you provide to us proof that you have property damage/inland marine insurance covering all Item(s) for their full (new) replacement value. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

14. Your duties hereunder are unconditional. If you or any guarantor: (a) fail to timely pay or perform any of your obligations under this Contract; (b) provide any incorrect or misleading information to us; (c) become insolvent or declare bankruptcy; or (d) die or cease conducting business, or if any Item(s) shall be lost or damaged, you will be in default, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental(s); (ii) seek relief from stay; (iii) recover, empty, lock and/or disable any or all of the Item(s) without being guilty of breach or trespass, or liable for any injuries or property damage (for which you will indemnify, defend and hold harmless HR and its agents); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase one or more replacement Item(s); (vi) recover from you and/or any guarantor our associated damages, losses, costs and expenses (including, all Rent, attorneys' fees, collection costs and the full MSRP for Item(s) replaced); and/or (vii) pursue any other available rights and/or remedies, all of which shall be cumulative.

15. To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property placed in or on, affixed to, and/or improved with, any Rented Item(s). We may, without notice or liability to you, inspect and/or monitor (in person or electronically) any Rented Item(s) at any time, and all information thereby obtained will be our exclusive property. If any performance required of us is delayed or impaired as a result of any act or omission of any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of 18% per annum, or the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability to you under this Contract is limited to the amount(s) we receive hereunder. You agree to pay all taxes, fines, fees, assessments and other charges related to each Item. If any legal action is commenced in connection with this Contract, we will be entitled to recover from you our associated attorneys' fees, costs and expenses if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available hereunder or in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies.

16. You agree to maintain all insurance we may require during the Term (including without limitation, liability insurance with minimum limits of \$1,000,000 per occurrence, and property damage / inland marine insurance for the full (new) replacement value of the Rented Item(s)). This Contract, and any Addenda we provide (including, as applicable, our Aerial Equipment, Vehicle, Forklift and Trailer Addenda), each of which is incorporated herein, constitute the entire agreement between you and HR, superseding all other agreements and representations (including our 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 in full force and effect. Except only as expressly provided herein, this Contract cannot be modified without our written consent. Time is of the essence. There are no third-party beneficiaries hereto, other than the TPO(s), if any, with respect to your obligations arising hereunder. This Contract: (a) is a true operating lease and not a disguised financing; and (b) applies to all Item(s) identified on P.1, and to all other Items you obtain from HR (except only as we otherwise agree in writing). This Contract shall be interpreted under the laws of the State of Ohio. Proper venue for all civil legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal, state and local courts located in or nearest to the HR location from which you obtained the Item(s) (unless waived by HR). You consent and submit thereto, and waive all claims that such venue lies in an inconvenient forum. Any item(s) sold to you ("Sale Items"), as provided on P.1, are provided "AS-IS" and "WITH ALL FAULTS", and are subject to the terms of this Contract (modified as appropriate to address sales). All sales are FINAL. All items not specifically identified as Sale Items on P.1 will be deemed Rented Item(s). Digital, electronic, photocopied and facsimiled signatures and initials included hereon and/or on any Addenda we provide will be deemed originals.

17. Warning: Under O.R.C. § 2913 (and specifically, §§ 2913.02, 41 and 72), if you fail to return or pay the amount(s) due for the Rented Item(s) at the agreed upon time, you may be subject to CRIMINAL PROSECUTION for theft and/or ordered to make restitution for the cost of repairing or replacing such Item(s) as well as any other losses (including loss of revenue) incurred by the Lessor.

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