

ADDITIONAL TERMS AND CONDITIONS

01. **TERMS.** Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract. All of the terms herein are incorporated into this and all future contracts between Motor City Rentals & Sales and Customer upon Customer's receipt of Motor City Rental's Equipment under those contracts. Any reference in Customer's purchase order or other Customer document shall be void. "Customer" is identified on the front side hereof and includes any of its representatives, agents, officers or employees and anyone signing this Contract on their behalf. "Equipment" is the equipment and/or services identified on the front side hereof, together with all replacements, repairs, additions, attachments and accessories thereto and all future Equipment rented. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period and is identified on the front side hereof. "Store" is the Motor City store location identified on the front side hereof. "Motor City" is Motor City Rentals & Sales, and its affiliated companies, their respective officers, directors, employees and agents. Customer rents the Equipment from Motor City pursuant to this Contract. Customer shall pay Motor City the rental rates (including any minimum rental on the front side hereof) and other charges described herein when due, return the Equipment to Motor City as required herein and otherwise comply with this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Motor City and (b) shall not be affixed to any other property.

02. **PERMITTED USE.** Customer agrees that Motor City has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Motor City to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Motor City if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from Motor City all information needed or requested regarding the operation of the Equipment; (e) Motor City is not responsible for providing operator or other training unless Customer specifically requests in writing and Motor City agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment's use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

03. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Motor City's written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic) nor allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

04. **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, leaks, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by Motor City, but Motor City has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Motor City determines that repairs to the Equipment are required, other than Ordinary Wear and Tear, Customer shall pay the full cost of repairs and rental of the Equipment until the repairs are completed. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for one shift use. Motor City has the right to enter and inspect the Equipment wherever located. Customer has the authority to and hereby grants Motor City the right to enter the physical location of the Equipment for the purposes set forth herein. Motor City shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Motor City's breach of this Contract. Notwithstanding Motor City's service commitment, Motor City shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent has inspected such Equipment and agreed to pay for such costs.

05. **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION OF AND FULL RESPONSIBILITY FOR, THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORT, LOADING AND UNLOADING. "Incident"** is any fire, citation, theft, accident, casualty, loss, injury, death or damage to person or property, claimed by any person, or entity that appears to have occurred in connection with the Equipment. After an Incident, Customer shall (a) immediately notify Motor City, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Motor City or its agents investigate; (c) immediately submit to Motor City copies of all police or other third party reports; and (d) as applicable, pay Motor City, in addition to other sums due herein the rental rate for Equipment until the repairs are completed or Equipment replaced plus (i) the manufacturer's suggested list price on the date of the loss ("MSLP") of the lost or destroyed Equipment ("loss" being when Equipment's location is unknown, or Customer is unable to recover for a period of 30 days); or (ii) The full cost of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Motor City shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

06. **NO WARRANTIES.** Motor City does not design or manufacture the Equipment and is not the agent of the party(ies) that do. MOTOR CITY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST MOTOR CITY. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES MOTOR CITY FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOSS PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF MOTOR CITY'S OBLIGATIONS HEREIN.

07. **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS MOTOR CITY HARMLESS AND AT MOTOR CITY'S REQUEST, DEFENDS MOTOR CITY (WITH COUNSEL APPROVED BY MOTOR CITY), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY TO, OR DEATH OF, ANY PERSON OR CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH (I) THE USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (II) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. ALL OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT THIS CLAUSE SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.**

08. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 7; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Motor City as an additional insured (including an additional insured endorsement) and loss payee, and provide for Motor City to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Motor City with certificates of insurance evidencing the coverage's required above prior to any rental and any time upon Motor City's request. To the extent Motor City carries any insurance; Motor City's insurance will be considered excess insurance. **THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CUSTOMER OF ITS RESPONSIBILITIES,**

INDEMNIFICATION OR OTHER OBLIGATIONS PROVIDED HEREIN, OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.

09. **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified on the front side hereof (rental rates beyond the estimated Rental Period may change); and (b) for the Equipment's use for "one shift," being not more than 8 hours per day and 40 hours per week unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Customer is responsible for (i) all rental rates, fees, licenses, taxes and governmental charges based on Customer's use of the Equipment, including additional fees for more than "one shift" use; (ii) delivery and pickup costs to and from the Store; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) fees for lost keys; (vi) fuel used during the Rental Period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed (designed to cover Motor City's direct and indirect costs of refueling the Equipment)); (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Fee (described below). The convenience charge for off road diesel fuel does not include state motor fuel taxes.

10. **PAYMENT.** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Motor City approves Customer's executed credit application (credit customers must pay, upon receipt of Motor City's invoice). Customer must notify Motor City in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Motor City's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Deposits are only required to be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes Motor City to charge the credit card all amounts shown on the Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

11. **RETURN OF EQUIPMENT. "Rental Period"** commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store during normal business hours provided Customer has otherwise complied with this Contract. Motor City may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Motor City in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. The Rental Period and this Contract shall not terminate and rental charges shall continue to accrue until Motor City confirms that the Equipment is returned in the condition required herein. If Motor City delivered the Equipment to Customer, Customer shall notify Motor City that the Equipment is ready to be picked up at the Site Address and obtain a "pick-up" number from Motor City evidencing such call ("Pick Up Number"), which Pick Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss of or damage to the Equipment until Motor City confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges from the date the Pick Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified on the front side hereof, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

12. **DEFAULT.** Customer shall be in default if Customer: (a) fails to pay sums when due; (b) breaches any provision of this Contract; (c) becomes a debtor in a bankruptcy proceeding, or goes into receivership; (d) places the Equipment at risk if Motor City, in good faith, deems itself insecure; (e) fails to return Equipment immediately upon Motor City's demand; or (f) is in default under any other contract with Motor City. If a Customer default occurs, Motor City shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Motor City's costs, including reasonable costs of collection, court costs and attorney's fees, incurred in exercising any of its rights or remedy as herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. Motor City shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST MOTOR CITY FOR SUCH REPOSSESSION.**

13. **ENVIRONMENTAL FEE.** To promote a clean and sustainable environment, Motor City takes various measures to comply with federal and state environmental regulations, as well as with Motor City's own policies. Motor City also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include waste disposal, construction maintenance of cleaning facilities, acquisition of more fuel efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, Motor City charges an environmental fee in connection with certain rentals. The fee is not a tax or governmentally mandated charge. It is not designated for any particular use or placed in an escrow account. Rather, it is a fee that Motor City collects as revenue and uses at its discretion.

14. **LIMITATION OF MOTOR CITY'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF THE EQUIPMENT, CUSTOMER AGREES THAT MOTOR CITY'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM MOTOR CITY'S OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

15. **JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

16. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Customer agrees that removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) notify Motor City prior to taking such action, (b) execute an amendment to this Contract, which amendment is incorporated herein, and (c) obtain Motor City's consent. Although prohibited under this Contract, if Customer exports or re-exports the Equipment, Customer agrees that the Equipment is subject to and must comply with U.S. export control laws and regulations, including but not limited to the Export Administration Regulations. Customer further agrees that it is responsible for: (i) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (ii) obtaining any required documentation necessary for return of the Equipment, and (iii) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

17. **MISCELLANEOUS.** If this Contract identifies any Equipment that is to be purchased by Customer, Motor City sells and delivers such Equipment to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Motor City of the full purchase price of the Equipment. Motor City retains title to the Equipment until Customer has paid in full. This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the party as. The parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles; and (b), if any provision of this Contract is prohibited by any law, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provision s. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Motor City's lenders) who have rights in the Equipment. Headings are for convenience only. A photo or fax copy of this Contract shall be valid as the original. Any failure by Motor City to insist upon strict performance of any provision of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (i) they both have full authority to execute, deliver and perform this Contract; and (ii) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that Motor City has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to Motor City Rentals & Sales, a qualified intermediary, as part of Section 1031 exchange.