

NORTHWEST EQUIPMENT RENTALS, LLC

2001 Windsor Ave. • Baltimore, MD 21217 • Phone: 410-486-3274

GENERAL TERMS AND CONDITIONS OF EQUIPMENT RENTAL AGREEMENT (LEASE)

1) RENTAL PERIOD: The Rental Period shall cover all time consumed in transporting the equipment set forth in the List of Equipment (individually and collectively, the "Equipment"), including the date of legal delivery to a public carrier for transit to Lessee and upon return of the Equipment, the date of legal delivery by such carrier to Lessor, or if no public carrier is used, shall include the date upon which transit to Lessee begins and the date upon which transit from Lessee ends at Lessor's unloading point.

2) RENTAL CHARGES: Lessee shall pay rental for the entire Rental Period on each article of Equipment named in the List of Equipment, at the rate therein stipulated and in accordance with the following:

- (a) Four Week Rental Rates shall not be subject to any deductions on account of any non-working time in the four weeks. The amount of rent payable for any fraction of four week periods at the beginning or end of the Rental Period shall be the four week rental rate, prorated according to the number of calendar days in such fraction.
- (b) Daily Rental Rates shall not be subject to any deductions for any non-working time in the day.
- (c) All rental rates stipulated in the Lease contemplate an opening day of a regular single shift of eight (8) hours. For each hour over such eight (8) hour period that the Equipment is operated, the current Rental rates shall be increased by six (6) percent.
- (d) Unit of Work Rates shall be paid for each unit of work in which the Equipment participates, and the amount of rental shall, unless otherwise agreed in writing be determined by the number of units shown in the supervising engineer's or architect's estimates.

3) PAYMENT: The rent for any and every item of Equipment described in the List of Equipment shall be the amount therein designated and is payable in advance on the first day of each month. Lessee shall pay Lessor interest at a rate of twelve percent (12%) or the highest lawful rate, whichever is greater, on any delinquent payment from the date when such payment was due until paid and on any other sum for breach of this Agreement, from the date of breach and expenses of collection or suit, including actual attorney's fees.

4) SECURITY DEPOSIT: Any security deposit paid by Lessee to Lessor is paid to guarantee Lessee's full and faithful performance of all terms, conditions and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be paid without interest to Lessee at the termination of this Agreement.

5) FEES, ASSESSMENTS, AND TAXES PAID BY LESSEE: Lessee shall pay all license fees, assessments, and sales, use, property and excise, and any other taxes or hereafter imposed, and relating to Lessee's use or possession of the Equipment.

6) RECALL NOTICE: Lessor may recall any or all Equipment upon ten (10) days written notice to Lessee and the Lessee may return any or all Equipment upon a like notice to Lessor.

7) MAINTENANCE AND STORAGE OF EQUIPMENT: Lessee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment and shall see that the Equipment is not subject to careless, unusually or needlessly rough usage; and Lessee shall at his own expense maintain the Equipment and its appurtenances in good repair and operative condition, and return it in such condition to Lessor, ordinary wear and tear resulting from proper use thereof alone expected. Lessee shall store the Equipment in a safe and secure location and shall take all commercially reasonable measures necessary to protect the Equipment against theft, vandalism or malicious mischief.

8) REPAIRS: The expense of all repairs made during the Rental Period, including labor, material, parts and other items shall be paid by Lessee.

9) OPERATORS: Unless otherwise mutually agreed in writing, Lessee shall supply and pay all operators on the Equipment during the Rental Period. All operators shall be competent. Should Lessor furnish any operators or other workmen for the Equipment, they shall be employees of Lessee during the Rental Period, and Lessee shall pay them salary or wages and all other applicable costs. Lessee shall provide and pay for all workmen's compensation insurance and pay all payroll taxes required by law and applying to such operators and workman.

10) PROHIBITED USE: Use of the Equipment in the following circumstances is prohibited and constitutes a breach of this contract

- (a) Use for illegal purpose or in any illegal manner
- (b) Use when the equipment is in bad repair or unsafe
- (c) Negligence, Improper, unintended or misuse
- (d) Use by anyone other than Customer or his/her employees, without Northwest Equipment Rental written permission.
- (e) Use at any location other than the address furnished Northwest Equipment Rental written permission

11) DISCLAIMER OF WARRANTIES: LESSOR, BEING NEITHER THE MANUFACTURER, NOR SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE IN THE EQUIPMENT AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN OR INEFFICIENCY OF EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.

12) INDEMNITY: To the fullest extent permitted by law, Lessee shall indemnify and defend Lessor against, and hold Lessor harmless from, any all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the Equipment or the Lease, including, without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance, or return of the Equipment. Lessee shall further defend and indemnify Lessor, and hold Lessor harmless from all loss and damage to the Equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Lessee's assumption of any and all liability for injury, disability, and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the Equipment during the Rental Period.

13) DAMAGED DIRTY OR LOST EQUIPMENT: Lessee agrees to pay for any damage to or loss of the goods, as an insurer regardless of cause, except reasonable wear and tear, while the goods are out of the possession of Northwest Equipment Rentals. Lessee also agrees to pay reasonable cleaning charge for the equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of the repair of damaged, lost or stolen goods. Equipment lost, stolen or damaged beyond repair will be paid for at its current list price. The cost of repairs will be borne by the Lessee, whether performed by the Northwest Equipment Rentals or at Northwest Equipment Rental's option by others.

14) RISK OF LOSS: Lessor shall not be responsible for loss or damage, including incidental or consequential, to property, material, or equipment belonging to Lessee, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessee while said material, property or equipment is in Lessor's care custody, control or under Lessor's physical control. Lessee is encouraged to obtain appropriate equipment, material on a installation floater insurance against such risk of loss. Lessee and its insurers waive all rights of subrogation against Lessor for such losses.

15) INSPECTION: CONCLUSIVE PRESUMPTIONS Lessee shall inspect the Equipment once received upon arrival or pickup of Equipment. Unless Lessee within said period of time gives written notice to Lessor. Specifying any defect in or other proper objection to the Equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee that Lessee has fully inspected and acknowledge that the Equipment is in full compliance with the terms of this agreement, in good condition and repair, and that Lessee is satisfied with and has accepted the Equipment in such good condition and repair.

16) LOADING AND UNLOADING EQUIPMENT: Lessee is responsible for loading and unloading the Equipment. If Northwest Equipment Rental employees assist in the loading or unloading, or if Northwest Equipment Rentals employees load and unload the Equipment without the Lessee's assistance, the Lessee agrees to assume the risk of, and hold Northwest Equipment Rentals and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Northwest Equipment Rentals and/or its employees.

17) TIME OF RETURN: Lessee's right to possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed in writing.

18) LATE RETURN: Lessee agrees to return the rented goods during Northwest Equipment Rentals regular store hours, upon expiration of the rental period. Lessee agrees that if the rented goods are held beyond the expiration of the rental period as designated in the contract, the daily rate as indicated on the contract shall be the agreed rate for the entire period, notwithstanding ant Lessor periodic rate.

19) INSURANCE: Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever, for not less than the full replacement value thereof. Lessee agrees to purchase the following insurance coverages and to furnish to Lessor certificates of such insurance within ten days from the date of Lessee's execution of this agreement and before taking delivery of the Equipment. These certificates should certify that the Lessee is protected on the work with Worker's compensation and employer's liability insurance, with limits at least the statutory minimum; Primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; Excess/umbrella non- contributory insurance in the amount of at least \$5,000,000; Lessee's policy must be endorsed so that it is primary to all of Lessor's insurance policies. Inland marine/all-risk physical damage insurance to cover the full replacement value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the rental term. All policies are to be written by insurance companies acceptable to Lessor; Lessor is to be included as an additional insured on all liability insurance policies, including umbrella/excess (ISO form CG 20 10 10 01, ISO CG 20 37 10 01, CG 20 28 07 04, and CG 20 34 03 97 must be used); Lessee shall name Lessor as loss payee on all insurance policies. Also, Lessor is to be named as an additional insured on all liability insurance certificates. Lessee shall provide all such liability insurance certificates to Lessor; all policies shall be endorsed to require the insurer to give thirty (30) days advanced notice to Lessor prior to cancellation.

20) OWNERSHIP: Lessor shall at all times retain ownership and title of the Equipment. Lessee shall give Lessor immediate notice in the event that any of said Equipment is levied upon or is about to become liable or is threatened with seizure, and Lessee shall indemnify Lessor against all losses and damaged caused by such action.

21) DEFAULT; REMEDIES: If (a) Lessee shall default in the payment of any rent or in making any other payment hereunder when due, or (b) Lessee shall default in payment when due of any indebtedness of Lessee to Lessor arising independently of this lease, or (c) Lessee shall default in the performance of any other covenant herein and such default shall continue for five days after written notice hereof to Lessee by Lessor, or (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or € Lessee applies for or consents to the appointment of a receiver, trustee, or liquidator of Lessee or of all or a substantial part of the assets of Lessee under the Bankruptcy Act, or any amendment thereto (including, without limitation, a petition for reorganization, arrangement, or extension) or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law. Lessor shall have the right to exercise any one or more of the following remedies:

- a) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of the Equipment. Without notice or demand to Lessee
- b) To sue for and recover all rents, and any other payments, then accrued or thereafter accruing, with respect to any or all items of the Equipment
- c) To take possession of any or all items of the Equipment without demand, notice, or legal process wherever they may be located. Lessee herby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this lease as to any or all items of Equipment unless Lessor expressly so notifies Lessee in writing.
- d) To terminate this lease as to any or all items of Equipment
- e) To pursue any other remedy at law or in equality notwithstanding any said repossession or any other action which Lessor may take. Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease. All such remedies are cumulative, and may be exercised concurrently or separately.

22) NO SUBLETTING ASSIGNMENT: No Equipment shall be sublet by Lessee, nor shall he assign or transfer any interest in this agreement without written consent of Lessor. Lessor may assign this agreement without notice. Subject to the forgoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.

23) REMEDIES CUMULATIVE: NO WAIVER: SEVERABILITY: All remedies of Lessor hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to prelude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right or remedy, herby shall operate as a waiver thereof, nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any right or remedy. If any term or provision of this lease is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this lease.

24) EXPENSES: Lessee shall pay Lessor all cost and expenses, including attorney's fees, incurred by Lessor in exercising any rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

25) ENTIRE AGREEMENT: This instrument constitutes the entire agreement between Lessor and Lessee, and shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

26) DAMAGE/LOSS WAIVER: IF LESSEE ACCEPTS THE DAMAGE/LOSS WAIVER, in consideration of the additional charge paid by Lessee, Lessee's liability for damage or loss to the Equipment shall be modified as follows:

a) Damage or loss resulting from theft or vandalism – in the event the damage or loss to the Equipment is caused by theft or vandalism and Lessee is in compliance with Section 13, Lessor shall limit its claim against Lessee to one half (1/2) of the full replacement value of such Equipment, provided Lessee promptly reports such damage or loss to the Lessor and the police or other proper authority and Lessee furnishes to Lessor, within ten (10) days of such damage or loss, a copy of the written report by the police or other proper authority regarding such loss or damage.

b) Damage or Loss not resulting from theft /vandalism- In the event the damage or loss to the Equipment is not caused by theft or vandalism and is not a result of one or more of the causes set forth below, Lessor shall waive its claim against Lessee for such damage or loss; provided Lessee promptly reports such damage or loss to Lessor. Lessee's liability to Lessor for the damage or loss to the Equipment is NOT Waived by Lessor under the following circumstances:

- (i) Damage or loss resulting from overloading or exceeding the rated capacity of the Equipment or other misuse;
- (ii) Damage or loss resulting from striking overhead objects with the Equipment;

- (iii) Damage or loss associated with the Equipment's rollover or upset;
- (iv) Damage or loss resulting from lack or neglect of lubrication or other proper servicing of the Equipment;
- (v) Damage or loss to the Equipment resulting from any exposure to radioactive, contaminated or other hazardous material;
- (vi) Damage or loss or failure of tires, tracks, tubes and glass under any circumstances;
- (vii) Damage or loss relating to use or operation of the Equipment for any illegal purpose, or in any illegal manner or in violation of any law or ordinance;
- (viii) Damage of loss relating to use or operation of the Equipment (A) by any person other than a properly trained individual or (B) in violation of the Manufacturer's operating or safety instructions;
- (ix) Damage or loss of any nature to scaffolding;
- (x) Damage or loss during the loading, unloading or transportation of the Equipment;
- (xi) Damage or loss caused by boom or mast damage from overloading or from the collision or striking of other objects when the boom or mast is in motion;
- (xii) Damage or loss caused by dishonesty of Lessee, their employees or persons to whom the Equipment is entrusted;
- (xiii) Damage or loss caused by third parties or during authorization use of the Equipment;
- (xiv) Damage or loss associated with altering the Equipment to be used in a manner in which it was not designed;
- (xv) Loss due to mysterious disappearance of Equipment or shortage of Equipment disclosed on Lessee's inventory; and
- (xvi) Damage or loss related to use of Equipment in violation of any of the terms of this Agreement

THIS DAMAGE/LOSS WAIVER IS NOT INSURANCE AND DOES NOT PROTECT THE LESSEE FROM LIABILITY TO OTHERS ARISING OUT OF POSSESSION, USE OR OPERATION OF THE EQUIPMENT.

26) AUTHORIZED SIGNATURE - In the event this agreement has been executed on the reverse side by an individual on behalf of a corporation or other business entity, the person whose signature is affixed hereto and the company for which the individual has signed this agreement represent to Lessor that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.