

ROAD RANGER RENTALS LLC

Terms of Rental

THIS AGREEMENT IS FOR THE RENTAL OF ALL EQUIPMENT, TRAILERS, AND/OR ITEMS SHOWN ON THE RENTAL CONTRACT, INCLUDING ALL PARTS OF AND ACCESSORIES TO SUCH ("EQUIPMENT"). BY ACCEPTING THE EQUIPMENT, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

Lessor: Road Ranger Rentals LLC

Lessee: Customer Identified in Rental Contract

1. RENTAL PERIOD

Road Ranger Rentals LLC (hereafter referred to as "RRR") hereby rents the Equipment to Lessee (hereafter referred to as "Customer") for the period commencing when the Equipment leaves RRR's premises, or is delivered to Customer, and ending upon its return to RRR's premises, or is picked up by RRR, for a term as specified in Rental Contract.

Customer agrees to pay rental charges for the Equipment described on the invoice or reservation. Before taking possession, the Customer has examined and determined the Equipment to be in good and safe working order for the intended purposes and further agrees that if any of such Equipment or any part thereof is lost, damaged, stolen, vandalized or destroyed during the term of the rental agreement, Customer shall promptly pay for all necessary repairs or RRR's replacement cost, whichever is less. Customer acknowledges that if any Equipment or part thereof is lost, damaged, stolen, vandalized or destroyed that rental charges shall continue until RRR is compensated for the repairs or replacement. Equipment not returned on time or ready for pick up at the prearranged time, shall be billed at 1 ½ times the normal rate. If Customer fails to pay rental and or other charges due, pursuant to this agreement or breaches any of its provisions, RRR may immediately take possession of the Equipment and Customer will be liable for any and all costs to repossess the Equipment and legal costs to collect money owed. Customer agrees that if RRR refers this Agreement to an agency or attorney for enforcement, Customer will pay RRR's reasonable agency and attorney's fees and costs, including lien preparation costs, incurred for the enforcement hereof, whether or not a lawsuit is filed.

2. CUSTOMER PROTECTION PLAN (CPP)

The cost of the CPP is 14% of the gross rental charge and is intended to help cover accidental damage of Equipment while in possession of the Customer up to a total of \$3,000. Major damage or loss totaling over \$3,000 is the full responsibility of the Customer. With the CPP, RRR and the Customer each agree to pay 50% of the cost to repair the damaged Equipment owned by RRR and any loss of rent incurred during the downtime of Equipment. The \$3,000 limit refers to total damages and/or loss due to down time. The maximum exposure to RRR under this plan is \$1500 of such costs. The CPP IS NOT INSURANCE and does not cover Equipment lost or stolen. The CPP does not cover liability losses, both General Liability and Auto Liability. It is the Customer's responsibility to maintain Commercial General Liability insurance covering all operations and contractual obligations. **Customer may decline the CPP by submitting proper insurance documents listing Road Ranger Rentals LLC as additional insured for any lost, damaged, stolen, vandalized or destroyed Equipment prior to rental.**

Damages covered under Physical Damage Protection Plan:

- Glass: chips, cracks, shattering
- Seats: rips, stains, tears
- Paint/external damage: scuffs scrapes, dings
- Track/wheel damage: cuts or rock or metal wheel damage
- Light/housing: cracking, breaking, or shattering

Damages not covered under Physical Damage Protection Plan:

- Illegal, fraudulent, or dishonest acts with the Equipment while it is in possession of the Customer
- Abuse, negligence, carelessness, vandalism
- Tires and tire damage, regardless of cause
- Use of Equipment beyond Rated operating capacity or overloading
- Loss due to mysterious disappearances or shortage on disclosed inventory

- Loss or damage resulting from improper maintenance on extended rental agreements, **Equipment must be greased every 8 hours and fluids checked daily.**
- Loss or damage from any rollovers or Equipment being tipped over.
- Use of Equipment in violation of any or the terms of this agreement.

Additional exclusions from protection under the CPP include: A) Failure of Customer to use its best efforts to secure and protect the Equipment while it is rented (best efforts to secure and protect include fences, locked storage containers or buildings, security guards, tire boots, hitch locks, chains and padlocks, etc.), B) Failure to file a police report within 48 hours for Equipment theft or intentional damage, and C) Customer fails to comply with these Terms and Conditions or otherwise fails to safely operate the Equipment.

3. EXCESS USAGE CHARGE

Rental rates are for normal and reasonable use of Equipment not exceeding 8 hours per day, 40 hours per week, 160 hours per month. Weekend rental (typically Friday afternoon to start of business on Monday) is 12 hours. After hours rates (when available) include 6 hours usage. Customer agrees that he/she will pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour that the Equipment is used in excess of such time. If such Equipment has an hour meter, Customer agrees to keep it connected to the Equipment at all times. Customer will not modify, tamper with, or disable any component of the Equipment without RRR's prior written authorization, including without limitation any hour meter or any other monitoring devices on the Equipment.

4. RECEIPT AND USE OF EQUIPMENT

By accepting delivery, Customer acknowledges that the Equipment is in good working condition, including all devices and materials needed to use the Equipment. Customer shall not abuse, harm, or improperly operate the Equipment, and shall possess and operate it in conformance with all applicable laws and regulations. Customer shall be solely responsible for the operation of the Equipment, and allow only trained, experienced, and properly licensed operators to operate the Equipment in accordance with all Equipment specifications and customary safety practices. Customer shall not allow anyone other than Customer or Customer's qualified employees to operate the Equipment without RRR's express written authorization. Some Equipment requires maintenance such as lubrication at given intervals. Customer shall refer to and follow specific Equipment maintenance recommendations for proper maintenance during use. Trailers equipped with electric brakes require a brake controller in the tow vehicle. Trailers over 7,000 lb GVWR require a $\frac{3}{4}$ ton or larger tow vehicle.

5. FAILURE OF EQUIPMENT

In the event of failure of the Equipment, Customer shall immediately notify RRR and/or return it to RRR's premises at Customer's expense. Customer must schedule return with RRR before returning Equipment. Without RRR's written authorization, Customer shall not mechanically alter Equipment in any way or incur any expenses on behalf of RRR for the repair of the Equipment.

6. TIRE REPAIR OR REPLACEMENT

Customer acknowledges that repair and replacement of tires are not included in the rental rate and agrees to pay for the repair or replacement of any tires returned to RRR in a damaged condition, regardless of the cause of damage, reasonable wear and tear excepted.

7. RETURN OF EQUIPMENT

Customer shall return Equipment to RRR's premises at the scheduled time and in the condition and repair as when delivered to Customer. Any change in the return time must be approved by RRR in advance. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within RRR's scheduled return time. If RRR has agreed to pick up the Equipment from Customer, the Equipment must be clean, fueled and ready for pick up in the specified location at the specified time. The Equipment is considered to be in the possession and responsibility of Customer until RRR regains physical possession. A fuel charge of \$7.50 gallon will apply if Equipment is not returned full. Customer agrees \$75 will be forfeited from the Equipment deposit if the Equipment is not returned at the same level of cleanliness as when possession was taken by the Customer. If excessive cleaning is required, additional fees will be charged. There is a \$25 fee for lost key fee if Equipment is returned without a key.

Customer acknowledges that it is unlawful to fail to return rented or leased property in the State of Arizona, including violating A.R.S. Section 13-1806, which states as follows:

"A. A person commits unlawful failure to return rented property if, without notice to and permission of the lessor of the property, the person knowingly fails without good cause to return the property within seventy-two hours after the time provided for return in the rental agreement.

B. If the property is not leased on a periodic tenancy basis, the person who rents out the property shall include the following information, clearly written as part of the terms of the rental agreement:

1. The date and time the property is required to be returned.

2. The maximum penalties if the property is not returned within seventy-two hours of the date and time listed in paragraph 1.

C. If the property is leased on a periodic tenancy basis without a fixed expiration or return date the lessor shall include within the lease clear written notice that the lessee is required to return the property within seventy-two hours from the date and time of the failure to pay any periodic lease payment required by the lease.

D. It is a defense to prosecution under this section that the defendant was physically incapacitated and unable to request or obtain permission of the lessor to retain the property or that the property itself was in such a condition, through no fault of the defendant, that it could not be returned to the lessor within such time.

E. Unlawful failure to return rented or leased property if the property is a motor vehicle is a class 5 felony. In all other cases, unlawful failure to return rented or leased property is a class 1 misdemeanor.

8. LOST OR DAMAGED EQUIPMENT

Customer is responsible for all damage, loss, failure to return, or theft of Equipment up to the fair market value or cost of repair and rental on the Equipment at the regular rental rate until repairs are completed. Reasonable wear and tear shall mean the normal deterioration caused by ordinary and reasonable use on an eight hours per day, five days per week basis. Partial list of damage not be deemed reasonable wear and tear: damage from lack of lubrication or maintenance such as water and air pressures; damage from collision, accident, overturning, or improper operation, including over-loading or exceeding the rated capacity of the Equipment; damage in the nature of dents, bending, tearing, straining, or other misuse or abuse of the Equipment; loss or damage caused by negligence or neglect, vandalism, malicious mischief, theft, or wrongful conversion of the Equipment by Customer or anyone else.

9. SUBLETTING AND LOCATION

No item of rented Equipment shall be sublet, assigned, re-rented, loaned, or removed from the location at which Customer represented it was intended to be used, or removed from the State of Arizona except by written consent of RRR. Customer must notify and make prior arrangements with RRR if Equipment is being taken outside a 100 mile radius of the RRR storage yard in Camp Verde, AZ. Customer acknowledges RRR Equipment is equipped with tracking devices.

10. DISCLAIMER OF WARRANTIES AND WAIVER OF DAMAGES

THE EQUIPMENT IS PROVIDED "AS IS" AND RRR MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION NO WARRANTY AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Customer's sole remedy for any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided RRR is notified immediately and the Equipment is returned to RRR within 24 hours or RRR is requested to perform the return. **RRR SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO CUSTOMER, CUSTOMER'S EMPLOYEES, CUSTOMER'S PROPERTY, OR ANY OTHER PERSON OR PROPERTY, INCLUDING LOST PROFITS, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, IN ANY WAY CONNECTED WITH THE OPERATION OF, USE OF, DEFECT IN, OR FAILURE OF EQUIPMENT.**

11. INSURANCE

Customers must show proof of a valid driver's license and insurance to rent a trailer. Business entities shall maintain Commercial General Liability insurance covering all operations and contractual obligations (including the indemnity obligation set forth in Section 11) with minimum limits of \$1,000,000 per occurrence and shall name "Road Ranger Rentals LLC" as additional insureds thereon with a waiver of subrogation. Customer's worker's compensation coverage shall also include a waiver of subrogation provision for RRR. Customer's insurance shall be primary insurance as to any insurance carried by RRR. **Customer shall provide coverage for RRR for any losses, claims, accidents, or occurrences arising out of Customer's use of the Equipment, including for claims of negligence or other wrongdoing on behalf of RRR. The parties to this Rental Agreement agree that this is not a construction contract.**

Customers using Equipment for commercial purposes shall maintain Commercial Automobile Liability Insurance with limits of at least \$1,000,000 per occurrence and shall include coverage for hired and non-owned vehicle liability and physical damage when renting a licensed, registered (over the road) vehicle. Customer's insurance shall be primary and shall include a waiver of subrogation against RRR.

Customer will be charged for the CPP unless Customer provides evidence of insurance for rented Equipment, in an amount sufficient to cover the value of each Equipment, with the per item limit specified, and naming RRR as loss payee. Customer shall provide a certificate of insurance to RRR evidencing above insurance coverages and specifying that coverage will not be cancelled without 30 days prior written notice to RRR.

12. BODILY INJURY/PROPERTY DAMAGE RESPONSIBILITY TO THIRD PARTIES

RRR does not provide, extend, or afford any insurance coverage to Customer, authorized operator(s) passengers, or anyone else. If valid and collectible liability protection or insurance on any basis is available to Customer or any other person and such protection satisfies the financial responsibility laws, then no liability protection is afforded by RRR. However, if Customer is in compliance with the terms and conditions of this agreement, and if RRR is determined by law to provide liability protection, such liability protection shall be limited to the minimum financial responsibility limits of Arizona or the state in which the vehicle is operated.

13. INDEMNITY AND HOLD HARMLESS

CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RRR AND ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, SHAREHOLDERS, AND AFFILIATES FROM ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES OF EVERY KIND AND NATURE, INCLUDING LEGAL COSTS, FOR SICKNESS, INJURY TO, OR DEATH OF, AND TO LOSS OF OR DAMAGE TO REAL OR PERSONAL PROPERTY OF, ANY EMPLOYEE, CONTRACTOR, SUBCONTRACTOR, SUPPLIER, REPRESENTATIVE, AGENT, OFFICER, DIRECTOR, MEMBER, SHAREHOLDER, OR GUEST OF CUSTOMER OR ITS AFFILIATES ("CUSTOMER GROUP") OR ANY THIRD PARTY ARISING OUT OF CUSTOMER GROUP'S POSSESSION, USE, MAINTENANCE, OR RETURN OF THE EQUIPMENT. THIS INDEMNITY SHALL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY, ACTIVE, OR PASSIVE), STRICT LIABILITY, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE, OR OTHER FAULT OF ANY MEMBER OF RRR, AND WHETHER OR NOT CAUSED BY A PRE-EXISTING OR DEFECTIVE CONDITION OF RRR'S EQUIPMENT.

Customer shall notify RRR immediately if the Equipment is involved in, or a part of, an accident, and shall furnish RRR with a complete report of any accident involving Equipment including names and addresses of all persons involved and all witnesses. Customer is responsible for all damage, injuries or loss arising from any accident or act of any and every nature whatsoever, relating to the possession or use of the rented Equipment, including, but not limited to, any damage caused by the failure of any device or material used in hitching the Equipment to a towing vehicle, regardless of who furnished and regardless of who hitched the Equipment. In the event any covenant in this Section 11 is deemed to be unreasonable, arbitrary, unenforceable, or against public policy, such covenant will be considered to be divisible with respect to the scope of Customer's indemnification obligations, and such lesser scope, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable.

14. FAILURE TO DELIVER

Customer releases and discharges RRR from any and all liability or damages (including incidental, consequential, and/or special damages) which might be caused by RRR's failure or inability to deliver any Equipment by any specified date or time.

15. HAZARDOUS MATERIALS

Customer represents and warrants that it shall return all Equipment, including any and all attachments, tools and machinery rented from RRR free of all regulated substances including, but not limited to, hazardous substances, hazardous materials, hazardous wastes, toxic substances, or pesticides, as those terms are defined in applicable federal, state, and local environmental laws, regulations, and rules. Customer shall indemnify and hold RRR harmless from and against any and all liabilities, imposed on, incurred by, or served against RRR in any way relating to Customer's breach of the above warranty.

16. RETAKING OF EQUIPMENT

If the Equipment is not returned at the termination of the rental or for any reason it becomes necessary for the RRR to retake the Equipment to protect the Equipment or RRR from loss or damage, RRR and its agents may enter Customer's property and retake the Equipment, without notice and legal process, and Customer waives all rights to a prior judicial hearing. RRR and/or its agents may take all action reasonably necessary to retake the Equipment and Customer waives for himself, agents, and employees all claims for damages and losses, physical and pecuniary, caused by RRR retaking the Equipment. Customer agrees to pay all costs and expenses incurred by RRR in retaking the Equipment. **Unlawful failure to return rented or leased property if the property is a motor vehicle is a class 5 felony. In all other cases, unlawful failure to return rented or leased property is a class 1 misdemeanor.**

17. COMPLIANCE WITH LAW AND SAFETY REGULATIONS

Equipment rented from RRR may not be used in illegal activity. As RRR has no control over the use of the Equipment by Customer, Customer agrees at its sole expense to comply with all laws and regulations, including Occupational Safety and Health Administration Act of 1970 (OSHA) and all other Federal, State and Local laws, regulations, and ordinances, which may affect the Equipment, or the operation thereof, while it is in the possession of Customer. **Customer shall indemnify and hold RRR harmless from any liability or expense, including attorney fees, resulting from any actual or asserted violations of such laws, regulations and ordinances.**

18. LEGAL FEES AND VENUE

Customer shall pay RRR's reasonable legal fees, court costs and agency fees incurred in enforcing the terms and conditions hereof, as long as RRR substantially prevails in such action. Customer agrees that this agreement is to be construed under the laws of the State of Arizona without reference to its conflict of laws provisions, and that if legal action is

brought to enforce this agreement, that Yavapai County, Arizona, shall be the jurisdiction and legal venue for said action, provided that RRR reserves and Customer agrees to RRR's right to bring legal action in whatever jurisdiction from which the Equipment was rented, whose laws, at the option of RRR, shall govern this Agreement. **TO THE EXTENT PERMITTED BY LAW, CUSTOMER WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE FROM THIS AGREEMENT.**

19. TAXES AND FEES

Customer shall reimburse RRR for any additional fees, charges, or taxes sought to be imposed against RRR by any municipal or local subdivision relating to the rental or use of the Equipment by Customer as provided herein. Additional fees, such as estimated personal property tax and environmental reimbursement fees may apply. These fees are subject to change at any time.

20. AUTHORITY TO SIGN

Any individual signing this Rental Agreement represents and warrants that they are of legal age and have the authority and power to sign this agreement for the Customer.

21. ENTIRE AGREEMENT

This Agreement constitutes the full and entire agreement with respect to the subject matter thereof and supersedes all prior agreements or understandings, either oral or written. It may not be amended except by a subsequent written agreement signed by both parties.