

TERMS AND CONDITIONS

RENTAL RATES

Rental rates shall apply for the entire time equipment is away from YOUNG's place of business regardless of weather. No allowance will be made for non-operation because of holidays, strikes, weather or any other reason unless immediate notice is given by Lessee and prior approval is received from YOUNG.

REPLACEMENT OF MALFUNCTIONING EQUIPMENT

If the equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and immediately notify YOUNG.

WARRANTIES - LIMITATION OF REMEDIES

There are no warranties either express or implied of the merchantability or fitness for a particular purpose. There is no warranty that the equipment is suited for Lessee's intended use, nor that it is free from defects.

LIMITATION OF REMEDIES

In the event of any claim against YOUNG, Lessee's recovery, if any, shall not include incidental or consequential damages, and shall in no event exceed the return of the rental fee.

RELEASE AND INDEMNITY

Lessee assumes all risks inherent in the operation and use of the equipment by Lessee and anyone else. Lessee assumes the entire responsibility for the defense of and agrees to pay, indemnify, and hold YOUNG and its shareholders, directors, officers, employees, agents and successors (collectively "YOUNG") harmless from, and hereby fully discharges and releases YOUNG from any and all claims for damages to property or for bodily injury (including death), or loss of time or inconvenience, or consequential damages (including but not limited to lost revenue or profits) resulting from the use, operation or possession of the equipment, whether or not it be claimed or found that such damage or injury resulted in whole or in part from the negligence of YOUNG, from the defective condition of the equipment, or from any other cause.

PROHIBITED USES

Use of the equipment in the following circumstances is prohibited and constitutes a breach of the agreement.

- Use for illegal purposes or in an illegal manner.
- Continued use when the equipment is or becomes in disrepair or becomes in an unsafe condition.
- Misuse, or improper or unintended use, including use contrary to the operator's manual.
- Use by anyone other than Lessee or its employees without YOUNG's written permission.
- Use without YOUNG's permission at any location other than the address furnished YOUNG.
- This is not intended to be a complete list of prohibited uses.

ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT

YOUNG may assign its rights under this agreement without Lessee's consent, but will remain bound by all obligations herein. Lessee may not sublease or loan equipment without YOUNG's prior written permission. Any purported assignment by Lessee is void.

MAINTENANCE OF EQUIPMENT

Lessee shall be responsible for daily service of the equipment in accordance with the operator's manual. This includes, but is not limited to, greasing, checking fluid levels, air filter checking and other minor attention that might reasonably be expected. On long-term rentals, the Lessee is responsible for calling YOUNG after every 100 hours of use, based on equipment's Hobbs (hour) meter. YOUNG would then be responsible for engine oil changes and similar maintenance.

DIRTY, DAMAGED, STOLEN OR LOST EQUIPMENT

Lessee agrees to pay for any damage to or loss of the equipment as insurer, regardless of cause, except for reasonable wear and tear, while the goods are out of the possession of YOUNG. Also, if Lessee returns equipment which is excessively dirty or muddy, with chemical damage to paint, or damage to equipment, Lessee will be charged for restoring the equipment to look and function as it did prior to rental.

COLLECTION COSTS

Lessee agrees that if a third party debt collection agency or licensed attorney is used to collect Lessee's debt owed to Young, Lessee agrees to pay a collection fee of the lessor (1) the actual amount Young is required to pay a third party debt collection agency or licensed attorney, regardless of whether that amount is a specific dollar amount or a percentage of the principal amount owed to the creditor for a debt or (2) or 40% of the principal amount owed to Young, including reasonable attorney's fees, and shall pay cost, expenses and attorney's fees incurred on appeal or in any administrative proceedings.

NOTIFICATION OF DEFECT OR INJURY

Lessee agrees that it will notify YOUNG immediately upon the occurrence of an injury or the discovery of a defect in the equipment.

REPOSSESSION

Upon failure to pay rent or other breach of this agreement, YOUNG may terminate this agreement, take possession of, and remove the goods from wherever they are located, and YOUNG and its agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods. Lessee further agrees to reimburse YOUNG for all costs and attorney's fees associated with repossession or replevin.

FAILURE TO RETURN GOODS DURING BUSINESS HOURS

In the event the goods are not returned during YOUNG's regular business hours to YOUNG's secure area, Lessee agrees to pay for any damage to or loss of the goods occurring between the time the rental begins and the commencement of YOUNG's next business day.

DISCLAIMER OF MANUFACTURER

Lessee agrees that YOUNG is neither the manufacturer of the equipment nor the agent of the manufacturer.

USE OF EQUIPMENT

Lessee agrees that the equipment shall be used only by persons competent in their operation, and further agrees that it is solely responsible for providing competent operators. Lessee certifies that he/she/it (or any person authorized by him/her/it) will not operate the equipment (1) before having read the owner/user, safety and operational manuals, (2) before familiarizing him/her/itself with the equipment, its controls, and its safety decals/instruction, or (3) in other than strict accordance with the owner/user, safety and operational manuals or safety decals/instruction, including use of safety gear/fall arrest gear when using aerial lift equipment.

TITLE

This agreement is not a contract of sale. Title of the equipment is, and shall remain, in YOUNG.

TAXES

The rental rates set forth in this contract do not include sales, use, or occupational, excise, or other taxes. If and when such taxes are incurred by law, these amounts shall be added to the rental payment under this contract.

LAWS

The Lessee agrees to comply with and conform to all Local, State and Federal laws relating to the operation of said equipment and to pay all costs and expenses of every character occasioned by or involving the use or operation of the equipment.

SEVERABILITY

The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of its provisions shall not affect the remaining provisions.

SUBROGATION

In the event of any loss or damage to the rented equipment, YOUNG will be subrogated to Lessee's rights of recovery against any person, firm or corporation. Lessee will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. It will cooperate fully with YOUNG or its insurers in the prosecution of those rights and will not take any action to prejudice YOUNG's rights.

YOUNG WILL IN NO EVENT BEAR ANY LIABILITY FOR DAMAGE AS A RESULT OF THE SUPPLYING OF EQUIPMENT OR ITS USE OR THE FURNISHING OF ANY SERVICES HEREUNDER.

THIS INSTRUMENT EXPRESSES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. LESSEE'S EXECUTION AND/OR ACCEPTANCE OF DELIVERY OF ANY PART OF EQUIPMENT TO BE FURNISHED HEREUNDER WILL CONSTITUTE LESSEE'S ACCEPTANCE OF THE PROVISIONS CONTAINED HEREIN, AND NO OTHER TERMS AND CONDITIONS OTHERWISE ASSERTED BY LESSEES OR CONTAINED IN ANY PRIOR INSTRUMENT WHICH CONFLICTS WITH OR LIMITS THE PROVISIONS CONTAINED HEREIN SHALL BE ENFORCEABLE AS A PART OF THIS AGREEMENT.

INSPECTION

Lessee acknowledges that it has personally had an opportunity to inspect the equipment, and finds it suitable for its needs and in good condition, and free from defects.

DEFINITION OF RENTAL PERIODS

One day is one 24-hour period or eight hours use, whichever comes first. One weekend is 4:00 pm Friday to 9:00 am Monday, or 12 hours use, whichever comes first. One week is seven calendar days, five working days, or 40 hours use, whichever comes first. One month is 28 calendar days, twenty working days or 160 hours use, whichever comes first. Additional per hour charges may be charged if Lessee exceeds term hours.