

This Agreement ("Agreement") is between the person/entity listed on the reverse side (Front) as the customer ("Customer") and Greystone Rentals, LLC, ("Lessor").

- Nature of this Agreement.** This Agreement evidences a rental transaction (and the purchase of related goods and services), which allows Customer to use all of the goods identified on the Front ("Equipment") as permitted by this Agreement. Customer acknowledges that the Equipment is owned by Lessor and that no one other than Lessor may transfer or assign the Equipment or any rights or obligations under this Agreement. Any attempted transfer by other than Lessor is void. Neither Customer nor any Authorized Operators are agents of Lessor. No one may service, repair, alter or modify the Equipment. Customer will not permit any liens to attach to the Equipment and will defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof. Lessor retains the right to inspect the equipment at all reasonable times.
- Who May Operate the Equipment.** Only the following ("Authorized Operators") may operate the Equipment: Customer and Customer's employer or employees (in the course of such employee's regular employment). Customer and all Authorized Operators must: (i) be at least 21 years old (25 years old if the Equipment is a motor vehicle), (ii) be properly qualified to operate the Equipment, (iii) have a valid operator's license with respect to the Equipment where required by law; and (iv) be instructed in the safe operation of the Equipment.
- Rental Charges.** Customer will pay Lessor all rental, time, mileage, service, transportation, refueling service, and other charges in accordance with this Agreement, all direct and indirect sales, use, value-added, environmental taxes, levies or surcharges ("Tax") imposed with respect to the Equipment and this Agreement, and all expenses, including related legal expenses. The basic daily, weekly and the 4-week rental will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day, 40 hours per week, and 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 3/16th of the daily charge, plus applicable taxes. Lessor will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. Lessor's branch ("Branch") designated on the Front. Customer is responsible for shipping charges from the Branch to the Customer's work site and return and all loading, unloading, assembling and dismantling charges. All rates for rentals in excess of 4 weeks are subject to change on 30 days notice in writing to the Customer with respect to any portion of the rental period then remaining. Customer and any person to whom, with the consent of Lessor, Customer expressly directs the charges incurred under this Agreement to be billed, are jointly and severally responsible for payment of all such charges. Customer represents having the authority to direct such charges to be billed to that person. If the Equipment includes motor vehicles, Customer's use of such Equipment (which shall only take place in the United States and Canada) shall be limited to the number of miles set forth on the Front.
- Customer's Responsibilities.** Customer must return the Equipment to Lessor in the same good and clean condition it was in when Customer received it, ordinary wear excepted. The Equipment must be returned to Lessor at the Branch by the due date specified on the Front, or sooner if demanded by Lessor. Customer acknowledges that it must confirm return receipt of the Equipment by Lessor. Until such time as Lessor receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be kept only at Customer's place of business or the job site at which the Equipment is used. Prior to moving equipment from the front of the Rental Agreement, customer will notify Lessor in writing of the intended new jobsite. The Equipment will be used at all times only in accordance with the manufacturer's instructions and within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment. IF THE EQUIPMENT FAILS TO OPERATE PROPERLY OR NEEDS REPAIR, CUSTOMER WILL IMMEDIATELY CEASE USING IT AND WILL IMMEDIATELY NOTIFY LESSOR. Customer further agrees, at Customer's sole cost and expense, to secure and maintain in force during the entire term of this Agreement insurance satisfactory to Lessor, for the benefit of Lessor as lessor of the Equipment. IF THE EQUIPMENT IS USED IN ANY MANNER THAT WOULD VIOLATE THIS AGREEMENT, OR IS OBTAINED FROM LESSOR BY FRAUD OR MISREPRESENTATION, OR IS USED IN FURTHERANCE OF ANY ILLEGAL PURPOSE, ALL SUCH USE OF THE EQUIPMENT IS WITHOUT THE PERMISSION OF LESSOR.
- Risk of Loss.** All loss of or damage to the Equipment while on rental or in Customer's care, custody or control, whether exclusive or not, and whether or not due to the fault of the Customer will be the sole responsibility of Customer and will be paid to Lessor promptly upon Customer's receipt of an invoice. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value plus an administrative fee and related expenses of Lessor. THE COST OF LABOR FOR SUCH REPAIRS WILL BE EITHER THE THEN PREVAILING HOURLY RATE FOR LABOR OF LESSOR, WHICH INCLUDES LOSS OF USE, POSTED AT THE LESSOR BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO LESSOR FOR SUCH REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT THE COST OF LESSOR PLUS A RETAIL MARKUP. Customer will also be responsible for the full rental rate as set forth in this Agreement until the equipment is repaired or replaced.
- Events of Default.** Customer shall be in default of this Agreement if Customer: (a) fails to pay any amount when due, or (b) breaches any other terms of this Agreement, or (c) becomes insolvent or ceases to do business as a going concern, or (d) has a petition in bankruptcy filed by or against it, or (e) is in default pursuant to the provisions of any other agreement by and between Customer and Lessor. Customer will be deemed to be in default if the Equipment is used: (i) to carry persons for hire, (ii) to carry persons other than Authorized Operators or helpers employed by Customer, all of whom will ride only within the cab of the Equipment, and then only if such carriage is lawful, (iii) to transport property for hire unless Customer obtains all necessary permits and licenses, (iv) in violation of any law or ordinance, (v) in any race, test or contest, (vi) in a reckless, negligent or abusive manner, or is intentionally damaged by Customer or with Customer's permission, (vii) for the carrying or hauling of explosives or other hazardous material in violation of applicable laws, rules or regulations, or (viii) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.
- Remedies of Lessor.** In case of default by Customer, or if Lessor deems itself insecure, Lessor may peaceably enter the property where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice or liability to Customer. Customer hereby waives any right to any hearing or to receive any notice or legal process as a pre-condition for Lessor recovering the Equipment. Customer agrees to admit such entry and action by Lessor. In such case, Lessor may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Lessor might otherwise have. Customer will pay to Lessor a sum equal to the balance of the rent and other payments called for hereunder for the remainder of the rental term as liquidated damages. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, notwithstanding such termination. Lessor shall have the right to take such steps which Lessor reasonably deems necessary to recover the Equipment, if the Equipment is not returned on the date specified on the front or sooner as permitted by the terms of this Agreement. Lessor's remedies are not exclusive.
- Limited Damage Waiver.** Lessor may, in its sole discretion, offer a "Limited Damage Waiver" ("LDW") to Customer. LDW is NOT INSURANCE and does not relieve Customer of its insurance obligations herein. LDW is valid only if (a) the Equipment is used in full compliance with this Agreement; (b) Customer accepts LDW at the beginning of the rental; and (c) Customer pays the additional charges for LDW. Acceptance of LDW, and all the terms and conditions contained therein, shall be established by Customer initialing LDW Acceptance on the Front. If LDW is provided as set forth above, Lessor agrees to limit, to the extent specified herein, Customer's responsibility to Lessor for damage to the Equipment to 50% of the replacement cost of the Equipment. In the event that LDW charges are not paid as specified in this Agreement, then THE LDW WILL NOT BE IN EFFECT regardless of LDW Acceptance on the Front, and Customer remains fully liable for any and all damage to the Equipment.
- Assumption of Risk and Indemnity.** REGARDLESS OF SECTION 8, CUSTOMER WILL BE LIABLE FOR ALL RESULTING LOSS OR DAMAGE AND EXPENSE OF LESSOR IF IT RESULTS FROM ANY INTENTIONAL ACT OR OMISSION OR THE NEGLIGENCE OF CUSTOMER. Customer and any Authorized Operators hereby assume all risk of loss or damage and waive all claims against Lessor by reason of any property left, stored, loaded or transported by Customer or any other person in or upon the Equipment, and further agree to indemnify and hold harmless Lessor, their affiliated companies, and their respective officers, directors, agents and employees (collectively, "Indemnitees"), from and against all loss, liability, claim, action or expense, arising out of such loss or damage.
- Customers Insurance Obligations.** (a) Commercial General Liability and Automobile Liability Insurance. Customer will, at its own expense and at all times during the term of this Agreement, maintain in force separate Commercial General Liability and Automobile Liability insurance policies with a combined single limit per occurrence for bodily injury, including death, personal injury and/or property damage of \$5,000,000 for each policy on a primary and not excess or contributory basis, for Customer's liability for damages sustained by any person as a result of the maintenance, use, operation, possession, storage, erection, dismantling, servicing or transportation of the Equipment. Customer, its agents and employees will cooperate fully with Lessor and Customer's insurer in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. Such policies will name Lessor as an Additional Insured. The acceptance by Lessor of Customer's Certificate of Insurance will not be deemed a waiver or modification of Customer's insurance, indemnity or any other obligation under this Agreement. Such Customer Insurance obligation will not in any way limit the ultimate liability of Customer hereunder. (b) Property Insurance (Equipment). If LDW is not accepted by Customer, then Customer will, at its own expense and at all times during the term of this Agreement, maintain in force Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's policy must expressly cover non-owned equipment while in Customer's care, custody and control. Such insurance shall name Lessor as Loss Payee and shall include a waiver of subrogation or rights of recovery in favor of Lessor. Customer will furnish Lessor a Certificate of Insurance evidencing the foregoing insurance requirement and endorsed to provide that such insurance may not be cancelled or materially modified except on thirty days prior written notice to Lessor. The amount, terms and conditions of the insurance required must be acceptable to Lessor. Customer agrees to abide by all of the terms and conditions of all such insurance.
- Customer's Compliance with Laws.** Customer will, at its expense, comply with all laws and regulations affecting the Equipment and its uses, operation, erection, design and transportation and will defend, indemnify and hold indemnitees harmless from all loss, liability or expense resulting from actual or alleged violations of any such laws, regulations or requirements.
- Notice of Loss or Accident.** In the event of an accident, loss of, theft of or damage to the Equipment, Customer agrees to notify Lessor immediately by telephone and thereafter to immediately report in writing to Lessor and the public authorities (where required by law or by Lessor) all information deemed relevant thereto by Lessor. Customer will cause its agents and employees to give Lessor and the public authorities all relevant information and assistance in any matter resulting from said accident, loss, theft or damage.
- Force Majeure.** Any failure of performance by Lessor due to causes beyond the reasonable control of Lessor will not be deemed to be a default by Lessor.
- Late Payment Fee and Interest on Overdue Amounts.** All payments due under this Agreement will bear interest after the due date and until paid in full at the rate of 18% per year, but both before and after default, with interest on overdue interest at the same rate. The acceptance of any payment will not be interpreted as a waiver or compromise by the Lessor of its right to require payment in full of the amount due, plus interest and costs. Customer also agrees to pay an administrative fee of \$125 for each overdue payment, and for each payment that is returned unpaid for any reason.
- Refueling Service Charge.** Customer agrees to return the Equipment with full fuel tank(s). If Customer fails to do so, Customer will pay to Lessor a sum equal to the then applicable refueling service charge of Lessor, posted at the Branch for the number of gallons required to refill the tank(s) at the time of return.
- Privacy.** By signing this Agreement, Customer acknowledges that Lessor may collect personal information that is reasonable and necessary to complete the transaction referenced herein and that such information is provided voluntarily.
- Legal Expenses.** The Customer will pay to the Lessor all of the Lessor's damages, costs and expenses, including the full amount of all legal fees, accountants and expert witness fees, disbursements, and costs of investigation whether legal proceedings are commenced or not, incurred by the Lessor in enforcement of this Agreement.
- Merger/Modification/Severability.** This Agreement (including the front) expresses the entire agreement between the parties with respect to the subject matter hereof. No change, modification or alteration of the terms hereof will be effective as against Lessor unless it is in writing and signed by a duly authorized officer of Lessor. Customer's execution of this instrument and/or acceptance of delivery of any part of the Equipment shall constitute Customer's acceptance of all the terms and conditions contained herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents that conflict with or limit the terms contained herein. This Agreement shall be governed and construed by the laws of the state/province in which the Branch is located. Customer consents to jurisdiction in the state and federal courts of such state/province. If any provision is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared to be severable.
- Obligations to Lessor's Assignee.** Customer acknowledges that Lessor's interest in the Equipment and its rights under this Agreement have been assigned to a third party ("Assignee") to secure obligations of Lessor to Assignee. Upon receipt of written notice from Assignee, Customer agrees to make all payments due hereunder to the order of Assignee as directed in such written notice. Upon receipt of such notice Customer will recognize Assignee as the owner of all right, title, and interest in, to and under this Agreement and the Equipment. Customer also acknowledges and agrees that Customer has no purchase option under this Agreement and that in order for Customer to acquire any ownership interest in or title to the Equipment, Assignee must be paid in full. Customer agrees that any service or warranty agreements or obligations executed, assigned, or issued with regard to the Equipment are unaffected by the assignment and that Customer will have no recourse against Assignee with respect thereto. Customer authorizes Assignee to file financing statements as Assignee may require.
- Condition of Equipment.** Customer acknowledges having examined the Equipment upon its delivery to Customer. CUSTOMER'S ACCEPTANCE OR USE OF THE EQUIPMENT WITHOUT PROMPT NOTICE TO LESSOR THAT THE EQUIPMENT IS NOT IN GOOD MECHANICAL CONDITION CONSTITUTES CUSTOMER'S ACKNOWLEDGEMENT THAT THE EQUIPMENT IS IN GOOD MECHANICAL CONDITION AT THAT TIME. If during Customer's possession of the Equipment, it is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of the Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will notify Lessor, whereupon Lessor will then, at its option and without any other liability or responsibility by Lessor to Customer: (i) repair or suitably replace the Equipment within a reasonable time during the normal working hours of Lessor, with the commencement or running of the terms of the Agreement to be tolled for the period the Equipment is "down", or (ii) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Lessor for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to representatives of Lessor so as to enable Lessor to meet its responsibilities hereunder.
- LIMITED WARRANTY.** THE FOREGOING PROVISIONS OF SECTION 20 ARE IN LIEU OF (I) ALL WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND (II) ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND OF (III) ALL OBLIGATIONS OR LIABILITY ON THE PART OF LESSOR TO CUSTOMER FOR DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE RENTING, MAINTENANCE, USE OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.
- ASSUMPTION OF RISK: DEATH OR INJURY.** The equipment is, by virtue of its size and nature, potentially dangerous. Operation of the Equipment will expose the Customer, Authorized Operators and those in proximity to the Equipment to risk ("Persons at Risk"). These risks, including serious bodily injury or death, cannot be completely identified, quantified, minimized, prevented or eliminated. Customer, on behalf of itself and all Persons at Risk, accepts and fully assumes any and all risks and the possibility of personal injury, death, disability, property damage or loss resulting from operation of the Equipment.
- RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY.** The Customer agrees to release indemnitees from, and indemnitees disclaim, any and all liability for any loss, damage, injury or expense that Customer may suffer or incur as a result of this Agreement or its use of the Equipment. The Customer waives all claims that the Customer has or may in the future have against indemnitees arising out of or related to this agreement or use of the equipment. Customer will defend, indemnify and hold harmless indemnitees, from and against all loss, liability, claim, action or expense, including legal expenses by reason of bodily injury, including death and property damage, sustained by any person as a result of the maintenance, use, possession, operation, erection, dismantling, servicing or transportation of the Equipment, or Customer's failure to comply with the terms of this Agreement.