

TERMS AND CONDITIONS OF RENTAL CONTRACT – CONTENDER EQUIPMENT RENTALS

For good and valuable consideration, you, and Contender Services LLC, a Texas limited liability company, d/b/a "Contender Equipment Rentals" (also referred to herein as "CER," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) provided (rented or if specifically set forth on P.1, sold) to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section [or "\$"] 5 below); "Site" means the address set forth on P.1 where the Item(s) is/are to be delivered and/or used; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer," "Lessee" and/or "Guarantor" (as applicable) identified on P.1.

2. You agree to rent from CER the Rented Item(s) for the period(s) specified on P.1 (the "Term"), to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all loss, theft, injuries and damages of, to, or associated with such Item(s), until all Item(s) is/are returned to and accepted by CER in the return condition required under this Contract. Unless otherwise specifically agreed by CER, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period (zero hours for any and all uncharged-for periods), and in accordance with the terms of this Contract. Additional Rent at our highest incremental rate will be charged for late returns and overuse. Lessee agrees to pay all taxes, fines, fees, assessments, and other charges as applicable (including a 6.25% Texas state sales tax, a Heavy-Duty Diesel Equipment Surcharge (TERP), and any unit property tax). You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder to account for time in transit, Act(s) of God, event(s) of force majeure or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed by CER in writing, you agree: (a) to pay us the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"), and all other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount(s) you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; and (iv) all Prepayments are **NON-REFUNDABLE**. All amounts due hereunder but not timely paid will bear interest at the lesser of 18% per annum or the highest rate permitted under applicable law. You authorize us to charge all amounts coming due hereunder to any debit and/or credit card(s) you provide (up to 150% of the new replacement cost of the Item(s)). You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you and received by us hereunder for the Item(s) identified on P.1.

3. If we deliver and/or retrieve any Item(s), you agree to: (a) ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Item(s); (b) pay our regular charge(s) therefor, and for all waiting time; (c) be present at the Site at the agreed time(s); and (d) ensure our personnel have full access to the Site. We will not be responsible for delay(s) caused by any acts or omissions of you, your agents, employees or contractors, or any other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless CER, its agents, employees, and contractors. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives and/or delivery personnel regarding the same (including status, condition, quality, utility, defects, and quantities of or with respect to the Item(s) and the Site). Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.

4. Except with respect to Rented Items CER rents from one or more third parties (each, a "TPO") and then rents to you ("Re-Rented Items"), CER owns and will retain title to all Rented Items at all times. **You will have exclusive control over the Rented Item(s) during the Term, subject to your obligation to always fully and timely comply with this Contract. You SHALL NOT:** (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) **loan, share, transfer, sublease, store, surrender or assign any Rented Item(s) or this Contract, without our prior written consent (in our sole and absolute discretion).** CER may, substitute Rented Item(s) and/or sell or assign all or any part of its interests in one or more Rented Item(s) and/or this Contract, in which event, you will attempt to the assignee, who will not be responsible for any pre-existing obligations or liabilities of CER or any TPO.

5. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s), unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair, fully charged and/or fueled (as applicable); (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and fully understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, UL, ASSP, DOT, FMCSA, IFTA, ANSI and other standards, applicable to the Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Ventilation, charging, fueling, cleaning, voltage, AWP Training and Familiarization, and Site assessment requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices (including RESPIRATORY AND FALL PROTECTION); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (Call 811 and go to www.texas811.org at least 2 business days in advance); and (vi) will ensure that all others comply with this Contract. You agree to notify the authorities and CER in the event of any theft or accident involving any Rented Item(s), and CER if any of the above requirements is/are breached or proven incorrect.

6. **NO WARRANTIES. CER IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "AS-IS." NEITHER CER, NOR ANY TPO, MAKE ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY AND ALL WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, or any warranty(ies) arising from course of dealing, performance and/or usage of trade) regarding any Item(s) or Service(s) provided by or at the direction of CER or any TPO. CER, and any TPO, make no warranty against INTERFERENCE OR INFRINGEMENT, all of which warranties you hereby waive. NO DESCRIPTIONS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY CER OR ANY TPO. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

7. You agree to immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"), in which event you will immediately notify, and return the Malfunctioning Item(s) to, CER. Provided that the Malfunction did not result from or in connection with any wrongful or negligent act or omission of/by you or anyone you permit to use or otherwise deal with any Rented Item(s), and/or your breach of any provision of this Contract, CER will, at its option: (i) repair the Malfunctioning Item; (ii) provide you with a comparable item; or (iii) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE.** Neither CER nor any TPO shall have any other obligation(s) regarding Malfunctions, all of which you waive, together with all incidental, consequential, special, exemplary, and punitive damages.

8. **WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS. YOU AGREE TO ENSURE THAT RENTED ITEMS ARE FUELED, CHARGED, SERVICED, MAINTAINED, REPAIRED, AND USED WITH EXTREME CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND LICENSED, ADULT USERS, OPERATORS AND OCCUPANTS, AND YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL SUCH PARTIES.** You will also ensure that each such Item is operated and occupied safely and only within its rated capacity and, unless otherwise specifically agreed by CER, at the Site, and in full compliance with this Contract, the Instructions and all applicable warranties and insurance policies, at all times.

9. **INDEMNITY. To the maximum extent permitted under applicable law, you: (A) ASSUME ALL RISK of personal and bodily injury, electric shock, illness, products liability, loss, theft, damage, and contamination of, to, and/or arising in connection with, the item(s) and/or service(s) referenced in this contract, including all liabilities, claims, damages, losses, costs and expenses arising from and/or in connection with the selection, provision, inspection, design, manufacture, fueling, charging, use, loading, unloading, transportation, demonstration, installation, cleaning, storage, servicing, maintenance, repair, delivery and/or retrieval of such item(s) and/or service(s), whether or not your fault**

(collectively, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, CER, EACH TPO, their respective parents, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses arising from and/or in connection with the Item(s), this Contract, our negligence, and/or your breach of any one or more of the terms hereof (and except only as provided in § 7), **(C) WAIVE** all rights, remedies and defenses available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each Indemnitee.

10. You agree to protect, properly maintain and care for the Items, keep them safely and securely stored and locked when not in use, and return the Rented Items to us on time at the end of the Term, complete (with all original batteries, cords, attachments and peripherals), clean, free of contamination (including without limitation, asbestos, beryllium, silica and pathogens), in good order, condition and repair, properly serviced and maintained, and if applicable, fully charged and/or full of the appropriate fuel, fluids and lubricants. If you fail to do so, in addition to any other amounts specified on P.1, you will promptly pay to CER Rent at our highest incremental rate(s) until all such Item(s) have been returned or replaced as required, and all costs and expenses we may incur in connection with such failure. **You shall not**, nor shall you permit anyone else to: (i) **use any handheld communication device while operating any rented item(s)**; (ii) use any rented item while under the influence of any intoxicant(s) (including without limitation, cannabis, cannabinoids, and alcohol, whether or not legal); (iii) abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any rented item(s); (iv) violate any instruction, insurance policy or warranty; (v) expose Items to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (vi) disable, misuse or circumvent any safety equipment or device(s) in, on or with any item(s); or (vii) take possession of or exercise control over any rented item(s), without our prior written consent (which may be granted, conditioned, or withheld in our sole and absolute discretion).

11. You agree to maintain all insurance we may require, including: (A) liability insurance with minimum limits of \$1,000,000 per occurrence; (B) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; (C) workers' compensation insurance; and (D) for all vehicles and trailers included with or in the Rented Item(s): (i) hired auto liability insurance with minimum limits of \$1,000,000; (ii) hired auto physical damage insurance for actual cash value; and (iii) replacement cost contents insurance for all contents thereof. Such policies shall, whenever possible: (A) name CER as an additional insured and loss payee; (B) waive subrogation against us; (C) be primary and non-contributory; and (D) include a severability of interests clause and such other provisions (including deductibles) as we may require. You irrevocably appoint CER as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.

12. **Statutory Damage Waiver Notice: This contract offers an optional loss damage waiver for an additional charge to cover your responsibility for loss of or damage to the heavy equipment. You do not have to purchase this coverage. Before deciding whether to purchase this loss damage waiver, you may consider whether your insurance policies afford you coverage for loss of or damage to the heavy equipment rented and the amount of the deductible you would pay under your policies.**

13. If and only if, we have offered, and you have paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for the first \$5,000 of repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (B) theft, mysterious disappearance, or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning, and overloading); (ii) GPS and telematics systems, data, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs and hoses; and (b) all repair/replacement costs exceeding \$5,000 in the aggregate across all Covered Item(s). **You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 11. Your insurance will continue to apply and will remain primary. LDW IS NOT INSURANCE OR A WARRANTY.**

14. There are no third-party beneficiaries hereto other than the applicable Indemnitees. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other Items you obtain from us at any time (except only as we may otherwise agree). The terms of this Contract are severable. To the extent it is deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract, and any pictures, videos and/or addenda we provide, each of which is incorporated herein, represent(s) the entire agreement between you and CER, superseding all other agreements and representations (including our website and advertising) and cannot otherwise be amended or extended except in a writing signed by CER.

15. If legal action is commenced in connection herewith, we will be entitled to recover our associated costs and expenses (including without limitation, attorneys' fees) from you if we prevail. To the maximum extent permitted under applicable law, you grant to CER a lien on all real and personal property placed in, on, and/or improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS systems) Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be CER's property. If any performance required of CER shall be delayed, impaired or made more costly as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of force majeure (including fire, flood, storm, earthquake, tsunami, slide, subsidence, collapse, riot, war, violence, threat, theft, terrorism, cyber-attack, supplier delay, strike, shutdown, power surge or outage, epidemic, pandemic, and governmental and regulatory actions) or other events, facts or circumstances beyond our reasonable control, we will be excused from such performance. You waive all statutes of limitations regarding our rights and remedies. Any Item(s) sold to you ("Sale Items"), as provided on P.1 are provided **"AS-IS"** and **"WITH ALL FAULTS,"** and are subject to the terms of this Contract (modified to address sales); provided that our obligations under §7 shall expire and terminate 3 days after the date of purchase. All item(s) not specifically identified as Sale Items on P.1 will be deemed to be "Rented Item(s)."

16. This is a "net" rental. Your duties hereunder are unconditional. If you or any Guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, except to the extent covered by LDW per § 13, damaged, you will be in **DEFAULT** under this Contract, whereupon, CER may with or without legal process or notice (and without liability to you or any Guarantor), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict and/or disable any Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage, including without limitation, any and all damage to crops, flora and/or fauna (for which you will indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any Guarantor our associated damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available in connection (therewith, all of which shall be cumulative. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies. Time is of the essence. This Contract: (i) is a true operating lease, and not a financing; (ii) is fair and reasonable; and (iii) shall bind and be enforceable by you, CER, the other Indemnitees, and their respective insurers, subrogees, successors and permitted assigns.

17. This Contract shall be governed by and enforceable under the laws of Texas (unless waived by lessor). Disputes arising in connection with this Contract shall, at CER's option, be submitted to binding **ARBITRATION** in accordance with the Rules of the American Arbitration Association before a single arbitrator and in a location selected by CER. Judgment on the arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely and exclusively in the federal, state, and local courts located in or nearest to Fort Bend County, TX. You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **YOU HEREBY WAIVE: (A) YOUR RIGHTS; IF ANY, TO PARTICIPATE IN ANY CLASS, COLLECTIVE OR OTHER JOINT ACTION AGAINST CER; AND (B) YOUR RIGHT TO TRIAL BY JURY.** Digital, electronic, photocopied, and facsimiled signatures and initials appearing on this Contract will be deemed originals.

18. **Warning:** Obtaining property available only for rent with the intent to avoid payment, and/or failing to timely return such property may be DEEMED THEFT, RESULTING IN CIVIL PENALTY(IES) AND/OR CRIMINAL PROSECUTION. See Texas Penal Code §31.04 et seq.

LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

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TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

For good and valuable consideration, you, and Contender Services LLC, a Texas limited liability company, d/b/a "Contender Equipment Rentals" (also referred to herein as "CER," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) provided (rented or if specifically set forth on P.1, sold) to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section [or "§"] 5 below); "Site" means the address set forth on P.1 where the Item(s) is/are to be delivered and/or used; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer," "Lessee" and/or "Guarantor" (as applicable) identified on P.1.

2. You agree to rent from CER the Rented Item(s) for the period(s) specified on P.1 (the "Term"), to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all loss, theft, injuries and damages of, to, or associated with such Item(s), until all Item(s) is/are returned to and accepted by CER in the return condition required under this Contract. Unless otherwise specifically agreed by CER, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period (zero hours for any and all uncharged-for periods), and in accordance with the terms of this Contract. Additional Rent at our highest incremental rate will be charged for late returns and overuse. Lessee agrees to pay all taxes, fines, fees, assessments, and other charges as applicable (including a 6.25% Texas state sales tax, a Heavy-Duty Diesel Equipment Surcharge (TERP), and any unit property tax). You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder to account for time in transit, Act(s) of God, event(s) of *force majeure* or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed by CER in writing, you agree: (a) to pay us the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"), and all other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount(s) you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; and (iv) all Prepayments are **NON-REFUNDABLE**. All amounts due hereunder but not timely paid will bear interest at the lesser of 18% per annum or the highest rate permitted under applicable law. You authorize us to charge all amounts coming due hereunder to any debit and/or credit card(s) you provide (up to 150% of the new replacement cost of the Item(s)). You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you and received by us hereunder for the Item(s) identified on P.1.

3. If we deliver and/or retrieve any Item(s), you agree to: (a) ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Item(s); (b) pay our regular charge(s) therefor, and for all waiting time; (c) be present at the Site at the agreed time(s); and (d) ensure our personnel have full access to the Site. We will not be responsible for delay(s) caused by any acts or omissions of/by you, your agents, employees or contractors, or any other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless CER, its agents, employees, and contractors. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives and/or delivery personnel regarding the same (including status, condition, quality, utility, defects, and quantities of or with respect to the Item(s) and the Site). Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.

4. Except with respect to Rented Items CER rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), CER owns and will retain title to all Rented Items at all times. **You will have exclusive control over the Rented Item(s) during the Term, subject to** your obligation to always fully and timely comply with this Contract. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) **loan, share, transfer, sublease, store, surrender or assign any Rented Item(s) or this Contract, without our prior written consent (in our sole and absolute discretion)**. CER may, substitute Rented Item(s) and/or sell or assign all or any part of its interests in one or more Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of CER or any TPO.

5. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s), unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair, fully charged and/or fueled (as applicable); (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and fully understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, UL, ASSP, DOT, FMCSA, IFTA, ANSI and other standards, applicable to the Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Ventilation, charging, fueling, cleaning, voltage, AWP Training and Familiarization, and site assessment requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices (including RESPIRATORY AND FALL PROTECTION); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (Call 811 and go to www.texas811.org at least 2 business days in advance); and (vi) will ensure that all others comply with this Contract. You agree to notify the authorities and CER in the event of any theft or accident involving any Rented Item(s), and CER if any of the above requirements is/are breached or proven incorrect.

6. **NO WARRANTIES. CER IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "AS-IS." NEITHER CER, NOR ANY TPO, MAKE ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY AND ALL WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, or any warranty(ies) arising from course of dealing, performance and/or usage of trade) regarding any Item(s) or Service(s) provided by or at the direction of CER or any TPO. CER, and any TPO, make no warranty against INTERFERENCE OR INFRINGEMENT, all of which warranties you hereby waive. NO DESCRIPTIONS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY CER OR ANY TPO. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

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8. **WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS. YOU AGREE TO ENSURE THAT RENTED ITEMS ARE FUELED, CHARGED, SERVICED, MAINTAINED, REPAIRED, AND USED WITH EXTREME CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND LICENSED, ADULT USERS, OPERATORS AND OCCUPANTS, AND YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL SUCH PARTIES.** You will also ensure that each such Item is operated and occupied safely and only within its rated capacity and, unless otherwise specifically agreed by CER, at the Site, and in full compliance with this Contract, the Instructions and all applicable warranties and insurance policies, at all times.

9. **INDEMNITY. To the maximum extent permitted under applicable law, you: (A) ASSUME ALL RISK of personal and bodily injury, electric shock, illness, products liability, loss, theft, damage, and contamination of, to, and/or arising in connection with, the item(s) and/or service(s) referenced in this contract, including all liabilities, claims, damages, losses, costs and expenses arising from and/or in connection with the selection, provision, inspection, design, manufacture, fueling, charging, use, loading, unloading, transportation, demonstration, installation, cleaning, storage, servicing, maintenance, repair, delivery and/or retrieval of such item(s) and/or service(s), whether or not your fault (collectively, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, CER, EACH TPO, their respective**

parents, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses arising from and/or in connection with the Item(s), this Contract, our negligence, and/or your breach of any one or more of the terms hereof (and except only as provided in § 7), **(C) WAIVE** all rights, remedies and defenses available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each Indemnitee.

10. You agree to protect, properly maintain and care for the Items, keep them safely and securely stored and locked when not in use, and return the Rented Items to us on time at the end of the Term, complete (with all original batteries, cords, attachments and peripherals), clean, free of contamination (including without limitation, asbestos, beryllium, silica and pathogens), in good order, condition and repair, properly serviced and maintained, and if applicable, fully charged and/or full of the appropriate fuel, fluids and lubricants. If you fail to do so, in addition to any other amounts specified on P.1, you will promptly pay to CER Rent at our highest incremental rate(s) until all such Item(s) have been returned or replaced as required, and all costs and expenses we may incur in connection with such failure. **You shall not**, nor shall you permit anyone else to: (i) **use any handheld communication device while operating any rented item(s)**; (ii) use any rented item while under the influence of any intoxicant(s) **(including without limitation, cannabis, cannabinoids, and alcohol, whether or not legal)**; (iii) abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any rented item(s); (iv) violate any instruction, insurance policy or warranty; (v) expose Items to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (vi) disable, misuse or circumvent any safety equipment or device(s) in, on or with any item(s); or (vii) take possession of or exercise control over any rented item(s), without our prior written consent (which may be granted, conditioned, or withheld in our sole and absolute discretion).

11. You agree to maintain all insurance we may require, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; (c) workers' compensation insurance; and (d) for all vehicles and trailers included with or in the Rented Item(s): (i) hired auto liability insurance with minimum limits of \$1,000,000; (ii) hired auto physical damage insurance for actual cash value; and (iii) replacement cost contents insurance for all contents thereof. Such policies shall, whenever possible: (A) name CER as an additional insured and loss payee; (B) waive subrogation against us; (C) be primary and non-contributory; and (D) include a severability of interests clause and such other provisions (including deductibles) as we may require. You irrevocably appoint CER as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.

12. Statutory Damage Waiver Notice: This contract offers an optional loss damage waiver for an additional charge to cover your responsibility for loss of or damage to the heavy equipment. You do not have to purchase this coverage. Before deciding whether to purchase this loss damage waiver, you may consider whether your insurance policies afford you coverage for loss of or damage to the heavy equipment rented and the amount of the deductible you would pay under your policies.

13. If and only if, we have offered, and you have paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for the first \$5,000 of repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (B) theft, mysterious disappearance, or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning, and overloading); (ii) GPS and telematics systems, data, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs and hoses; and (b) all repair/replacement costs exceeding \$5,000 in the aggregate across all Covered Item(s). **You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 11.** Your insurance will continue to apply and will remain primary. **LDW IS NOT INSURANCE OR A WARRANTY.**

14. There are no third-party beneficiaries hereto other than the applicable Indemnitees. These Terms and Conditions apply to all Item(s) identified on P.1, and to **all other Items** you obtain from us at any time (except only as we may otherwise agree). The terms of this Contract are severable. To the extent it is deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remainder of this Contract will remain valid

and in full force and effect. This Contract, and any pictures, videos and/or addenda we provide, each of which is incorporated herein, represent(s) the entire agreement between you and CER, superseding all other agreements and representations (including our website and advertising) and cannot otherwise be amended or extended except in a writing signed by CER.

15. If legal action is commenced in connection herewith, we will be entitled to recover our associated costs and expenses (including without limitation, attorneys' fees) from you if we prevail. To the maximum extent permitted under applicable law, you grant to CER a lien on all real and personal property placed in, on, and/or improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS systems) Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be CER's property. If any performance required of CER shall be delayed, impaired or made more costly as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of *force majeure* (including fire, flood, storm, earthquake, tsunami, slide, subsidence, collapse, riot, war, violence, threat, theft, terrorism, cyber-attack, supplier delay, strike, shutdown, power surge or outage, epidemic, pandemic, and governmental and regulatory actions) or other events, facts or circumstances beyond our reasonable control, we will be excused from such performance. You waive all statutes of limitations regarding our rights and remedies. Any item(s) sold to you ("Sale Items"), as provided on P.1 are provided "**AS-IS**" and "**WITH ALL FAULTS**," and are subject to the terms of this Contract (modified to address sales); provided that our obligations under §7 shall expire and terminate 3 days after the date of purchase. All item(s) not specifically identified as Sale Items on P.1 will be deemed to be "Rented Item(s)."

16. This is a "net" rental. Your duties hereunder are unconditional. If you or any Guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, except to the extent covered by LDW per § 13, damaged, you will be in **DEFAULT** under this Contract, whereupon, CER may with or without legal process or notice (and without liability to you or any Guarantor), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict and/or disable any Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage, including without limitation, any and all damage to crops, flora and/or fauna (for which you will indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any Guarantor our associated damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available in connection (t)herewith, all of which shall be cumulative. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies. Time is of the essence. This Contract: (i) is a true operating lease, and not a financing; (ii) is fair and reasonable; and (iii) shall bind and be enforceable by you, CER, the other Indemnitees, and their respective insurers, subrogees, successors and permitted assigns.

17. This Contract shall be governed by and enforceable under the laws of Texas (unless waived by lessor). Disputes arising in connection with this Contract shall, at CER's option, be submitted to binding **ARBITRATION** in accordance with the Rules of the American Arbitration Association before a single arbitrator and in a location selected by CER. Judgment on the arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely and exclusively in the federal, state, and local courts located in or nearest to Fort Bend County, TX. You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **YOU HEREBY WAIVE: (A) YOUR RIGHT(S), IF ANY, TO PARTICIPATE IN ANY CLASS, COLLECTIVE OR OTHER JOINT ACTION AGAINST CER; AND (B) YOUR RIGHT TO TRIAL BY JURY.** Digital, electronic, photocopied, and facsimiled signatures and initials appearing on this Contract will be deemed originals.

18. Warning: Obtaining property available only for rent with the intent to avoid payment, and/or failing to timely return such property may be DEEMED THEFT, RESULTING IN CIVIL PENALTY(IES) AND/OR CRIMINAL PROSECUTION. See Texas Penal Code §31.04 et seq.

NOTE 1: Our formatting is provided below for reference purposes only. It is not necessary to use our formatting (we merely want to provide you with the proper verbiage in a manner that makes its purpose clear). We have provided the below signature block in word so that you can modify the information to your liking (

IMPORTANT: The Limited Damage Waiver ("LDW") fee, if any, should be included as a separate line item whenever the customer is charged for it.

IMPORTANT: Property Taxes (if any) must be stated as a separate line item on the front of the contract. Please consult your Accountant for more guidance on Taxes.

IMPORTANT: Fuel Charges are becoming a more important issue in many states as charging a "per gallon" or "per Unit" price may trigger hefty fines if a rental operator doesn't have a certified fuel dispenser. We have included verbiage below to be printed on the contract if a rental operator doesn't have a certified fuel dispenser.

IMPORTANT: The information for overuse, fuel, cleaning, trailers and pickup/delivery fees is provided as a courtesy and is optional for you to include on your invoice. You may modify this to fit your business. The remaining information, including the Limited Damage Waiver, Statutory Damage Waiver Notice, and the signature block MUST be included on the invoice.

200% OF HOURLY RENT WILL BE CHARGED FOR OVERUSE OF EQUIPMENT

Service charge for fuel not replaced upon return to CER: ~~3x~~ the current unit rate for fuel, or where use of a per-unit-of-fuel charge is prohibited: (a) 10 cents per cc for engines of up to 200 cc; (b) 15 cents per cc up to 2500 cc; and (c) 50 cents per cc for engines over 2500 cc.

Cleaning Charge: \$75.00 refundable deposit; \$75.00 Per. Hr. for Item(s) returned unclean.

With respect to rented trailers, you agree to: (a) carefully inspect all coupling mechanisms, chains, tongue jacks, doors, latches, tires, brakes, lights, signals, pins and tie-downs before each use; (b) secure, protect and routinely inspect all contents of, and refrain from overloading, such trailers; (c) exclude all illegal and/or hazardous substance(s); (d) comply with all DOT requirements and connect all lights and turn signals; and (e) avoid confiscation, seizure, impounding and/or booting; (f) timely pay all tolls, taxes, fees, fines, and other charges; (g) maintain them in roadworthy condition; and (h) waive all claims against Lessor for damage to motor vehicle(s) (including bumpers, hitches and mirrors). CUSTOMER INITIALS

Our Limited Damage Waiver ("LDW") is NON-REFUNDABLE AND OPTIONAL AND MAY BE DECLINED BELOW ONLY IF YOU PROVIDE INSURANCE AS REQUIRED BY CER. **IMPORTANT:** If you decline LDW, or if you fail to pay the LDW Fee prior to commencement of the Rental Term, you will be responsible for all damage to the Rented Item(s), at the full (new) replacement cost thereof. Otherwise, you will be charged for LDW.

TEXAS STATUTORY DAMAGE WAIVER NOTICE: This contract offers an optional loss damage waiver/Limited Damage Waiver for an additional charge to cover your responsibility for loss of or damage to the heavy equipment. You do not have to purchase this coverage. Before deciding whether to purchase this loss damage waiver, you may consider whether your insurance policies afford you coverage for loss of or damage to the heavy equipment rented and the amount of the deductible you would pay under your policies.

Current Damage Waiver Fee: XX %

Lessor, Contender Services LLC, a Texas limited liability company, d/b/a "Contender Equipment Rentals" (also referred to herein as "CER," "Lessor," "we," "us" and "our") hereby rents to you, the undersigned "Customer/Lessee" the item(s) referred to herein as the "Rented Item(s)" on the terms set forth in this Rental Contract ("Contract"). All charges due and coming due under this Contract are subject to FINAL AUDIT by CER. By signing below, you authorize CER to charge all amounts due and coming due under this Rental Contract to any and all debit or credit card(s) you provide. **IMPORTANT:** You, for yourself and for the "Customer / Lessee / Guarantor" acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth on this invoice and the "Terms and Conditions of Rental Contract" that you have received a complete and legible copy of this Contract, and that you PERSONALLY GUARANTEE the prompt payment and performance of all obligations of the Customer/Lessee arising hereunder and/or in connection herewith.

SIGNATURE OF/FOR Contender Services LLC, d/b/a "Contender Equipment Rentals"

X_____

Name (Printed): _____

SIGNATURE OF/FOR CUSTOMER / LESSEE / GUARANTOR

X_____

Name (Printed): _____

Company Name: _____

AERIAL EQUIPMENT (MEWP) ADDENDUM

You, the "Customer" or "Lessee," have rented or purchased one or more "aerial work platform(s)," "mobile elevating work platform(s)," "lift(s) and/or scaffolds" (a/k/a: "Rented Item(s)" or "Item(s)") from Contender Services LLC, a Texas limited liability company, d/b/a "Contender Equipment Rentals" (also referred to herein as "Lessor," or "CER"), under the terms of the Rental (or other) Contract you have executed with CER (the "Contract") identified on Page 1 of this Addendum (capitalized terms used but not defined herein having the meanings assigned thereto in such Contract). **You acknowledge and agree that**, under applicable guidelines, including ISO 16368, and: (a) in the United States, Occupational Safety & Health Administration ("OSHA") guidelines (including CFR Title 29, Parts 1910 and 1926, and ANSI/SAIA A92.2-92.9, 92.22 and 92.24); (b) in Canada, CSA B354; and (c) in Europe, the European Machinery Directive and EN280 (and their respective successor(s), as applicable), **USERS, OPERATORS AND OCCUPANTS OF CERTAIN ITEM(S), INCLUDING BOOM LIFTS, MAY BE REQUIRED TO USE OR WEAR FALL ARREST, PROTECTION, AND/OR RESTRAINT EQUIPMENT ("FPE")**, and all employers are responsible for ensuring that their employees and all others who come into contact with the Item(s): (i) use or wear FPE when operating such Item(s); and (ii) receive training and familiarization enabling such employees to properly use, inspect and maintain the Items and any required FPE. Accordingly, you acknowledge and agree as follows with respect to all Item(s) listed in the Contract (and with respect to any and all future rentals and/or purchases from CER, you will ensure the following):

- (1) that any and all applicable FPE has been made available to you on reasonable terms (whether by CER or by one or more other party(ies)) (or you already have your own FPE);
- (2) that you have elected to Accept, Decline and/or Use such FPE, as set forth on Page 1, with full knowledge of the potential hazards associated with using the Item(s), as well as the hazards associated with failing to use FPE;
- (3) that you have personally selected, inspected, examined, tested and approved each Item as well as any and all such FPE prior to attempting to use it/them or making it/them available for use by any other party(ies) at any time;
- (4) that CER has offered to you, on reasonable terms, any and all applicable training with respect to the Item(s);
- (5) that you have received and understand all applicable familiarization with respect to each Item;
- (6) that a site risk assessment is performed to identify hazards, and control measures are developed, in order to limit or eliminate hazards at each worksite;
- (7) that only fully and properly trained, authorized and supervised personnel shall be allowed to use, operate, occupy or otherwise deal with the Rented Item(s) at any/all time(s);
- (8) that a trained and qualified supervisor will remain present to monitor performance of the work performed using any Rented Item(s) and ensure compliance with the above standards;
- (9) that all required inspections and maintenance shall be timely and properly performed on all Rented Item(s) (unless otherwise agreed in writing by CER), and that all inspection, maintenance and repair personnel shall have been trained by a qualified person to inspect, maintain and repair such Item(s) in accordance with the manufacturer's instructions; and
- (10) that you have: (a) received, carefully reviewed, and fully understand all applicable instructions and warnings, including without limitation international (including ISO 16368), U.S. (including EPA, NFPA, ASTM, SAIA, SSFI, ASSP, ASME, IEEE, OSHA [including OSHA 1910 and 1926, and the OSHA Fact Sheet available at: <https://www.osha.gov/Publications/aerial-lifts-factsheet.pdf>], ANSI/SAIA [including ANSI/SAIA A92, and ANSI/SAIA A92.5, A92.6, A92.22 and A92.24], Canadian (CSA B354), European (Machinery Directive and EN280) and other applicable standards (and their respective successor provision(s), if any) (collectively, "Instructions and Warnings"); and (b) been afforded a reasonable opportunity to ask, and have received satisfactory answers to, any questions you had regarding the same.

You further understand and agree to comply fully and at all times with: (a) the foregoing requirements, including without limitation, all applicable Instructions and Warnings; and (b) the Safety Rules appearing below; and you understand and agree to advise each of your employees and contractors of the same and that:

WORKING AT HEIGHTS IS INHERENTLY DANGEROUS

ACCORDINGLY, IN ADDITION TO YOUR OBLIGATIONS UNDER EACH RENTAL, SALE AND/OR OTHER APPLICABLE CONTRACT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU, FOR YOURSELF AND FOR THE "CUSTOMER," "RENTER" OR "LESSEE" IDENTIFIED IN THE ABOVE REFERENCED CONTRACT, HEREBY WAIVE AND RELINQUISH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CONTENDER SERVICES LLC, EACH OF THE "INDEMNITEES" IDENTIFIED IN THE APPLICABLE CONTRACT(S) AND THEIR RESPECTIVE INSURERS, SUCCESSORS AND ASSIGNS (REFERRED TO COLLECTIVELY HEREIN AS THE "INDEMNITEES"), FOR, FROM AND AGAINST, ANY AND ALL PERSONAL AND/OR BODILY INJURIES (INCLUDING DEATH), PROPERTY DAMAGE, LIABILITIES, CLAIMS, DAMAGES, FINES, FEES, PENALTIES, LOSSES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS") ARISING FROM OR ASSOCIATED WITH ANY ONE OR MORE ITEM(S), INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS ARISING FROM AND/OR IN CONNECTION WITH THE USE, OPERATION, OCCUPANCY, MISUSE, TRANSPORTATION, MOVEMENT, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S), ANY REFUSAL AND/OR FAILURE TO PROPERLY USE FPE IN CONNECTION THEREWITH, AND/OR ANY BREACH OF ANY ONE OR MORE OF THE ABOVE, WHETHER BY YOU OR BY ANY ONE OR MORE OTHER PERSON(S).

Following is a summary of some important safety rules for use of MEWPs, ladders and scaffolds. You are directed to review the applicable OSHA Guidelines, ANSI Standards (including ANSI/SAIA A92.2-92.9, 92.22, 92.24, and their respective successor provision(s)), SAIA/SSFI Code of Safe Practices, ASSE Standards, manufacturer(s)' use and safety instructions, and state and local laws, rules and regulations, including the laws of Texas (collectively, "Applicable Safety Standards"). The following rules are included for informational purposes only, and are NOT intended to: (a) serve as a comprehensive list of safety measures; or (b) supplant any Applicable Safety Standards (to which the Lessee is directed for further information):

1. POST THESE SAFETY RULES IN A CONSPICUOUS PLACE, COMMUNICATE, and ensure that all users, operators and occupants of the Item(s) are aware of them;
2. SELECT AND USE THE PROPER MACHINE FOR THE JOB, and never use machines rated "indoor only" outside or in areas that may be exposed to external wind forces;
3. CAREFULLY INSPECT ALL ITEMS AND FPE (**TEST THE EMERGENCY DESCENT SYSTEM AND ENSURE YOU HAVE ENOUGH FUEL**) REGULARLY AND BEFORE EACH USE: **Never use any Item(s) or FPE that is/are malfunctioning, defective, damaged, deteriorated or low on fuel**;
4. **SURVEY THE JOB SITE**, perform a **SITE RISK ASSESSMENT**, make certain it is reasonably flat, stable, dry, properly and sufficiently compacted and free of obstacles, identify and eliminate potential hazards associated with the use of the Item(s), and **WATCH OUT FOR GROUND HAZARDS AND OVERHEAD OBJECTS**;
5. **DO NOT ATTEMPT TO USE ANY ITEM IN SEVERE WEATHER OR IN WINDS WHICH EXCEED THE LESSER OF (A) 20 mph; OR (B) THE ITEM'S APPLICABLE WIND RATING (SEE ANSI 92.20 FOR APPLICABLE WIND RATING)**, on steep or unstable terrain, on or near unblocked rights-of-way or vehicular traffic areas (unless a spotter and/or safety cones are properly used/deployed), near power line(s) or other electrocution hazards and/or without proper fall protection;
6. SECURELY FASTEN ALL BRACES, AND **CAREFULLY PLACE AND MAINTAIN ANCHORS, OUTRIGGERS AND OTHER STABILIZING DEVICES** on level and stable surfaces;
7. WHEN APPROACHING A STRUCTURE, FEATHER CONTROLS AND REDUCE CONTROL SPEEDS;
8. KEEP ALL ITEMS AND FPE IN GOOD CONDITION AND REPAIR, and CAREFULLY INSTALL ALL ACCESSORIES in accordance with the manufacturers' instructions;
9. DO NOT USE, OR PERMIT ANYONE ELSE TO USE, ANY ITEM(S) IF YOU/THEY ARE UNDER THE INFLUENCE OF ANY INTOXICANT(S) (**INCLUDING CANNABIS AND CANNABINOIDS, EVEN IF LEGALIZED, AS WELL AS ALCOHOL**), OR IF YOU/THEY ARE FEELING WEAK, DIZZY, DROWSY OR OTHERWISE IMPAIRED;
10. DO NOT JUMP ONTO OR OFF OF PLATFORMS OR PLANKS, and DO NOT CLIMB on or outside of any Item(s) unless specifically designed for climbing;
11. **DO NOT ATTEMPT TO MODIFY, ALTER, DISCONNECT, CIRCUMVENT, DISMANTLE OR REPAIR ANY ITEM(S), SAFETY DEVICE(S) (INCLUDING WITHOUT LIMITATION, LOAD, TERRAIN AND TILT SENSORS), OR FPE**;
12. **ASSUME THAT THE ITEM(S) ARE NOT EQUIPPED WITH LOAD AND/OR TILT SENSORS UNLESS THEY ARE CLEARLY MARKED OTHERWISE**;
13. **NEVER EXIT A MEWP**, unless: (a) it is in the stowed position and the platform is at ground level; or (b) in strict compliance with the manufacturer's written authorization (and in any event, if at height: (i) a properly fitted and attached full body harness and lanyard **MUST** be used; (ii) winds cannot exceed 20 mph; and (iii) the platform cannot be more than 12 inches from the exit surface);
14. **NEVER EXCEED HEIGHT OR WEIGHT LIMITS, OR RATED CAPACITY(IES)** OF ANY ITEM(S) (including number of occupants, load dimensions, size and/or weight);
15. IF ANY ITEM APPEARS DEFECTIVE OR IN NEED OF MAINTENANCE OR REPAIR, **IMMEDIATELY**: (A) CEASE USING SUCH ITEM; (B) TAKE REASONABLE STEPS TO ENSURE THAT NO ONE ELSE ATTEMPTS OR IS ABLE TO USE IT; AND (C) **NOTIFY CER**;
16. PROVIDE A GUARDRAIL SYSTEM, FALL PROTECTION AND TOEBOARDS WHERE REQUIRED;
17. **DO NOT ERECT ITEM(S) NEAR ELECTRICAL POWER LINES**; POWER LINES POSE ELECTROCUTION HAZARDS. **THE ITEM(S) ARE NOT ELECTRICALLY INSULATED**;
18. NEVER ATTEMPT TO REPOSITION (MOVE) AN AWP, MEWP, LIFT, LADDER OR SCAFFOLD WHILE OCCUPIED, unless the Item is specifically designed for doing so;
19. **DO NOT PLACE STEPS, LADDERS OR OTHER DEVICES IN OR ON ANY ITEM(S)** FOR ANY REASON (including without limitation, in an effort to increase height); and
20. ESTABLISH, MAINTAIN AND POST AN ANSI / OSHA-COMPLIANT **SAFE USE PROGRAM AND AN EMERGENCY RESCUE PLAN** per 29 CFR 1926 (For more information, go to: <https://www.ipaf.org/sites/default/files/2018-04/IPAF%20Toolbox%20Talks%20A4%20TE-449-0917-1-en-GB.pdf>).

In the U.S., you shall carefully review and **post in a conspicuous place all applicable OSHA Guidelines (including those contained in 29 CFR Parts 1910 and 1926), ANSI/SAIA 92.2-92.9, 92.22, 92.24, and the Code of Safe Practices (and their respective successor provision(s), as applicable)**, and ensure that all persons who erect, dismantle or use any of the Item(s) are made aware of, and comply with, such guidelines as well as the foregoing Safety Rules at all times. **YOU AGREE TO ENSURE THAT ONLY PROPERLY TRAINED, INSTRUCTED, FAMILIARIZED AND SUPERVISED ADULTS ARE PERMITTED TO USE, OPERATE, OCCUPY OR DEAL WITH THE ITEM(S) AT ANY/ALL TIME(S)**.

This Addendum supplements and shall be deemed incorporated into the above referenced Rental Contract, any contract of sale, and each other rental or sale contract for the same type(s) of Item(s) you enter into with CER now or in the future, and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of CER under such contract(s), at law or in equity. Neither this Addendum nor the above referenced Contract(s) may be otherwise modified, unless authorized in writing by CER. Customer's handwritten, digital, electronic, photocopied and/or facsimiled signature on Page 1 will be enforceable as an original with respect to each of Pages 1 and 2 of this Addendum.