

TERMS AND CONDITIONS OF RENTAL CONTRACT- NORTH MOUNTAIN EQUIPMENT RENTAL – NO DAMAGE WAIVER

For good and valuable consideration, you and North Mountain Equipment Rental LLC, a Pennsylvania limited liability company (also referred to herein as "NMER," "Lessor," "we," "us" and "our") agree as follows:

1. Definitions: 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; "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. Term: You agree to rent from NMER 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 injuries and damages arising from or associated with such Item(s), until all Rented Item(s) is/are returned to and accepted by NMER in the return condition required under this Contract (including § 7). Unless otherwise specifically agreed by NMER, 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 otherwise in accordance with the terms of this Contract. Additional Rent at our highest incremental rate will be charged for late returns and overuse. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder 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 NMER in writing, you agree: (a) to pay us: (i) the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"); and (ii) all other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount 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**. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.

3. Title and Limitations: NMER 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 however** to your obligation to fully and timely comply with this Contract at all times. 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 discretion)**. NMER may, from time to time, 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 NMER.

4. Instructions: 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; (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, AWP/MEWP, training and familiarization, cleaning, 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.call811.com at least 3 business days prior to excavation); (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract at all times. You agree to notify: (A) the police and NMER in the event of any theft or accident involving any Rented Item(s); and (B) NMER if any of the other requirements of this § 4 shall be breached or proven incorrect or misleading.

5. Services: If we agree to provide any services, including delivery, installation, maintenance, service, repairs and/or retrieval of any Item(s), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) 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 providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless NMER, its agents, employees, and contractors. If you are not present upon provision thereof, you agree to accept the statements of our agents and representatives regarding the same (including status, condition, quality, utility, defects, and quantities of or with respect to the Item(s) and the Site).

6. Malfunctions: In the event of a Malfunction (as defined in § 4), you will immediately notify NMER, and provided such Malfunction did not result from or in connection with: (a) any wrongful or negligent act or omission of/by you or anyone you permit to use or otherwise deal with any Rented Item; or (b) your breach of any provision of this Contract, NMER may, at its sole option: (i) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE. North Mountain Equipment Rental LLC shall have no other obligation(s) regarding Malfunctions, all of which you hereby waive.**

7. Return Condition: You will ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Item(s), protect, properly maintain and care for each Item at all times, keep each such Item safely and securely stored and locked when not in use, and return each such Item to NMER on time at the end of the Term, complete, clean and free of contamination (including asbestos, beryllium, silica and pathogens), and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, 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 NMER: (a) Rent at our highest incremental rate(s) until all such Item(s) have been returned or replaced as required; and (b) 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 Rented Item while under the influence of any intoxicant(s) (including without limitation **CANNABIS, CANNABINOIDS, AND ALCOHOL, WHETHER OR NOT LEGAL**); or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item(s); (ii) violate any Instruction, insurance policy or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (iv) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Rented Item(s); or (v) take possession of or exercise control over any Rented Item(s), without our prior consent (in our sole and absolute discretion).

8. WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS AND SHOULD BE SERVICED, MAINTAINED, REPAIRED AND USED WITH EXTREME CARE, ONLY FOR ITS/THEIR INTENDED PURPOSE(S), AND ONLY BY COMPETENT AND PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND IF APPLICABLE, LICENSED, ADULT USERS, OPERATORS AND OCCUPANTS. YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL SUCH PARTIES, and ensure that each such Item is used, operated and occupied safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by NMER, at the Site; and (d) in full compliance with this Contract (including this § 8) and the Instructions, at all times.

9. INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, 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 (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, INSTALLATION, 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, NMER**, its 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 (including attorneys' fees) arising from and/or in connection with the Rented 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 § 6, **(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 and every Indemnitee.

10. Insurance: You agree to maintain all insurance we may require, including: (a) liability insurance (\$1 million per occurrence / \$2 million aggregate); (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 (A) liability insurance (\$1 million per occurrence / \$2 million aggregate); and (B) physical damage insurance for actual cash value; and (iii) replacement cost contents insurance for all contents thereof. Such policies shall, whenever possible: (A) name NMER as an additional insured and loss payee; (B) waive subrogation against us; (C) be primary and non-contributory; and (D) include such other provisions (including deductibles) as we may require. You irrevocably appoint NMER as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.

11. NO WARRANTIES. NMER IS NOT THE MANUFACTURER OR DESIGNER of any of the Rented Item(s), all of which are provided "AS-IS". NMER MAKES NO 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, as well as any warranty(ies) arising from course of dealing, course of performance and/or usage of trade) regarding any Item(s) or Service(s) provided by or at the direction of NMER, nor does NMER make any warranties against INTERFERENCE OR INFRINGEMENT, all of which warranties you hereby waive. NO DESCRIPTIONS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY NMER.

12. Miscellaneous: You shall fully and timely pay all taxes (including sales, use, transfer, personal property, gross receipts, and other taxes), tolls, fines, fees, assessments, and other charges related to each Item. If legal action is commenced in connection herewith, we will be entitled to recover our associated costs and expenses (including attorneys' fees) from you if we prevail. To the maximum extent permitted under applicable law, you grant to NMER a lien on all real and personal property placed in or 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) any Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be NMER's property. If any performance required of us is 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 or threat thereof, theft, terrorism, cyber-attack, supplier or transportation delay, strike, shutdown, power surge/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. All amounts due hereunder but not timely paid will bear interest at the lesser of: (i) 18% per annum; or (ii) the highest rate permitted under applicable law until paid. 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. 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. There are no third-party beneficiaries hereto other than the Indemnitees. The terms of this Contract are severable. If any provision (t)hereof is deemed invalid or unenforceable by any court or arbitrator of competent jurisdiction, such provision will be deleted, and the remainder (t)hereof will remain valid and enforceable. This Contract, and any addenda we provide, each of which shall be deemed incorporated herein, represent(s) the entire agreement between you and NMER, **superseding** all other agreements and representations (including our website and advertising) and cannot otherwise be amended or extended except in a writing signed by NMER. 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. You acknowledge that 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, North Mountain Equipment Rental LLC, the other Indemnitees, and their respective insurers, subrogees, successors and permitted assigns. Digital, electronic, photocopied, and facsimiled signatures appearing on this Contract will be deemed originals.

13. Default: 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 damaged, you will be in **DEFAULT** under this Contract, whereupon, NMER 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. **LESSEE IRREVOCABLY: (A) WAIVES PERSONAL SERVICE OF PROCESS AND AGREES TO ACCEPT SERVICE BY MAIL; AND (B) AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST LESSEE UPON ANY DEFAULT OR BREACH BY LESSEE OF ANY OBLIGATION UNDER THIS LEASE OR ANY OTHER CONTRACT WITH NMER, TOGETHER WITH INTEREST ON ALL UNPAID AND OVERDUE AMOUNTS, PLUS ATTORNEY'S FEES AND COSTS, AND LESSEE HEREBY WAIVES ALL APPRAISEMENT, STAY OR EXEMPTION LAWS THEN IN FORCE.**

14. Arbitration: This Contract shall be governed by and enforceable under the laws of Pennsylvania, unless otherwise directed by NMER. Disputes arising in connection with this Contract and/or its subject matter, shall, at NMER'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 NMER. 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 courts located in or nearest to, Sullivan County, PA (unless waived by NMER). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **YOU UNCONDITIONALLY WAIVE: (A) THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE OR OTHER JOINT ACTION WITH RESPECT HERETO; AND (B) YOUR RIGHT TO TRIAL BY JURY.**

15. Sales: Item(s), if any, 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 we will have no obligations under § 6. All item(s) not specifically identified as Sale Items on P.1 will be deemed "Rented Item(s)".

16. Warning: Wrongfully obtaining property or services of another by deception, threat, or other means to avoid payment, the provision of false or misleading information in order to obtain rented property, and/or dealing with rented property as your own may be deemed theft resulting in CIVIL LIABILITY and/or CRIMINAL PROSECUTION. See 18 Pa.C.S. §§3926 and 3932, et seq. for details.

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 North Mountain Equipment Rental LLC, a Pennsylvania limited liability company (also referred to herein as "NMER," "Lessor," "we," "us" and "our") agree as follows:

1. Definitions: 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; "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. Term: You agree to rent from NMER 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 injuries and damages arising from or associated with such Item(s), until all Rented Item(s) is/are returned to and accepted by NMER in the return condition required under this Contract (including § 7). Unless otherwise specifically agreed by NMER, 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 otherwise in accordance with the terms of this Contract. Additional Rent at our highest incremental rate will be charged for late returns and overuse. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder 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 NMER in writing, you agree: (a) to pay us: (i) the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"); and (ii) all other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount 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**. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.

3. Title and Limitations: NMER 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 however** to your obligation to fully and timely comply with this Contract at all times. 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 discretion)**. NMER may, from time to time, 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 NMER.

4. Instructions: 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; (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, AWP/MEWP, training and familiarization, cleaning, 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.call811.com at least 3 business days prior to excavation**); (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract at all times. You agree to notify: (A) the police and NMER in the event of any theft or accident involving any Rented Item(s); and (B) NMER if any of the other requirements of this § 4 shall be breached or proven incorrect or misleading.

5. Services: If we agree to provide any services, including delivery, installation, maintenance, service, repairs and/or retrieval of any Item(s), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) 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 providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless NMER, its agents, employees, and contractors. If you are not present upon provision thereof, you agree to accept the statements of our agents and representatives regarding the same (including status, condition, quality, utility, defects, and quantities of or with respect to the Item(s) and the Site).

6. Malfunctions: In the event of a Malfunction (as defined in § 4), you will immediately notify NMER, and provided such Malfunction did not result from or in connection with: (a) any wrongful or negligent act or omission of/by you or anyone you permit to use or otherwise deal with any Rented Item; or (b) your breach of any provision of this Contract, NMER may, at its sole option: (i) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE. North Mountain Equipment Rental LLC shall have no other obligation(s) regarding Malfunctions, all of which you hereby waive.**

7. Return Condition: You will ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Item(s), protect, properly maintain and care for each Item at all times, keep each such Item safely and securely stored and locked when not in use, and return each such Item to NMER on time at the end of the Term, complete, clean and free of contamination (including asbestos, beryllium, silica and pathogens), and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, 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 NMER: (a) Rent at our highest incremental rate(s) until all such Item(s) have been returned or replaced as required; and (b) 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 Rented Item while under the influence of any intoxicant(s) (including without limitation, **CANNABIS, CANNABINOIDS, AND ALCOHOL, WHETHER OR NOT LEGAL**) or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item(s); (ii) violate any Instruction, insurance policy or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (iv) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Rented Item(s); or (v) take possession of or exercise control over any Rented Item(s), without our prior consent (in our sole and absolute discretion).

8. WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS AND SHOULD BE SERVICED, MAINTAINED, REPAIRED AND USED WITH EXTREME CARE, ONLY FOR ITS/THEIR INTENDED PURPOSE(S), AND ONLY BY COMPETENT AND PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND IF APPLICABLE, LICENSED, ADULT USERS, OPERATORS AND OCCUPANTS. YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL SUCH PARTIES, and ensure that each such Item is used, operated and occupied safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by NMER, at the Site; and (d) in full compliance with this Contract (including this § 8) and the Instructions, at all times.

9. INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, 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 (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, INSTALLATION,

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, NMER**, its 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 (including attorneys' fees) arising from and/or in connection with the Rented 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 § 6, **(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 and every Indemnitee.

10. Insurance: You agree to maintain all insurance we may require, including: (a) liability insurance (\$1 million per occurrence / \$2 million aggregate); (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 (A) liability insurance (\$1 million per occurrence / \$2 million aggregate); and (B) physical damage insurance for actual cash value; and (iii) replacement cost contents insurance for all contents thereof. Such policies shall, whenever possible: (A) name NMER as an additional insured and loss payee; (B) waive subrogation against us; (C) be primary and non-contributory; and (D) include such other provisions (including deductibles) as we may require. You irrevocably appoint NMER as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.

11. NO WARRANTIES. **NMER IS NOT THE MANUFACTURER OR DESIGNER of any of the Rented Item(s), all of which are provided "AS-IS". NMER MAKES NO 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,** as well as any warranty(ies) arising from course of dealing, course of performance and/or usage of trade) regarding any Item(s) or Service(s) provided by or at the direction of NMER, nor does NMER make any warranties against **INTERFERENCE OR INFRINGEMENT**, all of which warranties you hereby waive. **NO DESCRIPTIONS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY NMER.**

12. Miscellaneous: You shall fully and timely pay all taxes (including sales, use, transfer, personal property, gross receipts, and other taxes), tolls, fines, fees, assessments, and other charges related to each Item. If legal action is commenced in connection herewith, we will be entitled to recover our associated costs and expenses (including attorneys' fees) from you if we prevail. To the maximum extent permitted under applicable law, you grant to NMER a lien on all real and personal property placed in or 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) any Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be NMER's property. If any performance required of us is 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 or threat thereof, theft, terrorism, cyber-attack, supplier or transportation delay, strike, shutdown, power surge/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. All amounts due hereunder but not timely paid will bear interest at the lesser of: (i) 18% per annum; or (ii) the highest rate permitted under applicable law until paid. **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.** 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. There are no third-party beneficiaries hereto other than the Indemnitees. The terms of this Contract are severable. If any provision (t) hereof is deemed invalid or unenforceable by any

court or arbitrator of competent jurisdiction, such provision will be deleted, and the remainder (t)hereof will remain valid and enforceable. This Contract, and any addenda we provide, each of which shall be deemed incorporated herein, represent(s) the entire agreement between you and NMER, superseding all other agreements and representations (including our website and advertising) and cannot otherwise be amended or extended except in a writing signed by NMER. 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. You acknowledge that 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, North Mountain Equipment Rental LLC, the other Indemnitees, and their respective insurers, subrogees, successors and permitted assigns. Digital, electronic, photocopied, and facsimiled signatures appearing on this Contract will be deemed originals.

13. Default: 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 damaged, you will be in **DEFAULT** under this Contract, whereupon, NMER 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 Indemnatee); (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. **LESSEE IRREVOCABLY: (A) WAIVES PERSONAL SERVICE OF PROCESS AND AGREES TO ACCEPT SERVICE BY MAIL; AND (B) AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST LESSEE UPON ANY DEFAULT OR BREACH BY LESSEE OF ANY OBLIGATION UNDER THIS LEASE OR ANY OTHER CONTRACT WITH NMER, TOGETHER WITH INTEREST ON ALL UNPAID AND OVERDUE AMOUNTS, PLUS ATTORNEY’S FEES AND COSTS, AND LESSEE HEREBY WAIVES ALL APPRAISEMENT, STAY OR EXEMPTION LAWS THEN IN FORCE.**

14. Arbitration: This Contract shall be governed by and enforceable under the laws of Pennsylvania, unless otherwise directed by NMER. Disputes arising in connection with this Contract and/or its subject matter, shall, at NMER’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 NMER. 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 courts located in or nearest to, Sullivan County, PA (unless waived by NMER). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. YOU UNCONDITIONALLY **WAIVE: (A) THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE OR OTHER JOINT ACTION** WITH RESPECT HERETO; AND **(B) YOUR RIGHT TO TRIAL BY JURY.**

15. Sales: Item(s), if any, 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 we will have no obligations under § 6. All item(s) not specifically identified as Sale Items on P.1 will be deemed “Rented Item(s)”.

16. Warning: Wrongfully obtaining property or services of another by deception, threat, or other means to avoid payment, the provision of false or misleading information in order to obtain rented property, and/or dealing with rented property as your own may be deemed theft resulting in CIVIL LIABILITY and/or CRIMINAL PROSECUTION. See 18 Pa.C.S. §§3926 and 3932, et seq. for details.