

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

For good and valuable consideration, you and Lake Oconee Rental, Inc., a Georgia corporation (also referred to in this Contract as "LOR," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" means your reservation or order (even if more than one page); "Contract" means P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" provided per Section [or "\$"] 3 of this Contract); "Site" means the location where the Item(s) is/are to be delivered and/or used (if applicable), as set forth on P.1; and "Customer," and "Lessee," "you" and "your" mean the customer, renter or lessee identified on P.1 (and as applicable, each and every permitted borrower, sublessee, successor and/or assign of such Lessee per § 6).

2. You agree to rent from LOR the Rented Item(s) for the period(s) specified on P.1 (the "Term"), at the end of which, your rights to use and possess the Rented Item(s) shall expire and terminate. You agree to pay us the applicable rental rate(s) set forth on P.1 (the "Rent") and all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all injuries and property damage, for the entire Term and until all Rented Item(s) is/are returned to and accepted by LOR in the return condition required under this Contract (including § 9). Unless otherwise specifically agreed by LOR, all rental rates are for normal use of the Rented Item(s) on: (a) a single-event basis for party and event Item(s); and (b) a single-shift basis for all other Items, including without limitation, equipment and tools, not exceeding the least of: 8 hours per 24 hour period for which Rent is charged hereunder (each, a "Rental Day"); 40 hours per 7-Rental Day period; and/or 160 hours per 28-Rental Day period (zero hours for uncharged-for periods), and otherwise in accordance with the terms of this Contract. Additional Rent at our maximum periodic rate will be due for overuse and late returns. You will not be entitled to any cancellation right or reduction of Rent for time in transit, Act(s) of God, *force majeure* or other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless we otherwise agree in writing, you: (i) will pay us: (A) the Estimated Rent, together with any deposit specified on P.1 in advance (together, the "Prepayment"); and (B) all other amounts coming due hereunder upon demand; and (ii) agree that: (A) we may deduct any amount you owe us from any Prepayment; (B) no interest will accrue on any Prepayment; (C) no Prepayment will be deemed a limit of your liability to us; and (D) all Prepayments are NON-REFUNDABLE. Anything remaining with, in or on any Rented Item(s) upon return will be deemed abandoned.

3. 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 understand all laws, rules, regulations, training, manuals, instructions, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, IBC, IFC, IEEE, UL, ASSP, DOT, FMCSA, ANSI and other applicable standards (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Aerial Equipment/MEWP, cleaning and ventilation 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 conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (call 811 or 800-752-6007 and go to www.Georgia811.org at least 2 full business days in advance); (vi) will immediately cease using any Item that is contaminated, damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract.

4. In the event of a Malfunction as defined in § 3, you agree to immediately notify and return the Malfunctioning Item to, LOR, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use or otherwise deal with any Rented Item(s), we may, at our option: (a) 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. We will have no other obligation(s) regarding Malfunctions, all of which you waive (including without limitation, all direct, indirect, incidental and consequential damages).

5. You will ensure the Site is clean, safe, secure and fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery and/or retrieval), you agree to: (a) pay our regular charge(s) for the

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

same, 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 at all times. We will not be responsible for mishaps or delay(s) caused by you, your agents or employees or any other parties, including providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless LOR. If you are not present upon our delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality and quantities of the Item(s) and the Site).

6. Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), LOR 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 such Item; or (b) **loan, transfer, sublease, repair, store, surrender or assign any Rented Item or this Contract without our prior written consent**. If we consent to any of the same, you will: (i) **remain primarily responsible** for the prompt payment and performance of all obligations of the Lessee arising under this Contract; and (ii) continue to ensure that each end-user of the Rented Item(s) fully and timely complies with each and every term of this Contract at all times. If we assign or transfer this Contract or any Item(s), you will attorn to the recipient, who will not be responsible for our pre-existing obligations or liabilities.

7. **SAFETY WARNINGS AND PRECAUTIONS:** THE RENTED ITEM(S) CAN BE **DANGEROUS**, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CAUSE ALL OTHERS TO EXERCISE, **EXTREME CARE** WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S); (C) ensure that each Rented Item is used reasonably, safely and only: (i) **for its intended purpose(s)**; (ii) within its rated capacity; (iii) at the Site; (iv) **BY PROPERLY TRAINED, QUALIFIED, CERTIFIED, FAMILIARIZED AND/OR LICENSED (AS APPLICABLE) ADULTS**; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times. Accordingly, you will not, nor will you permit anyone else to use any Rented Item while under the influence of any intoxicant(s) (including without limitation, **CANNABIS AND ALCOHOL**) or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item. **IMPORTANT:** Chairs typically have a capacity limit of **250 lbs. DO NOT ALLOW ANY PERSON WHO WEIGHS MORE THAN 250 POUNDS TO OCCUPY ANY CHAIR PROVIDED BY LOR**. You also agree to: (a) ensure that all **children** in, on or near any Rented Items(s) are supervised by a competent adult at all times; and (b) evacuate, and permit LOR to delay delivery, installation and/or use of, or dismantle and/or retrieve any Rented Item(s), without obligating LOR to do so, if any hazard (including without limitation, severe weather and/or contamination) occurs or threatens. You shall not expose any Rented Item(s) to any flammable, explosive, harmful, hazardous or illegal substance(s) or circumstance(s).

8. **NO WARRANTIES:** LOR IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "**AS-IS**". NEITHER LOR NOR ANY TPO, MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF **MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE**, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS OR CONTAMINATION, AND GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES LOR OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. **NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY LOR OR ANY TPO. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.**

9. You agree to protect, properly clean, maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time at the end of the Term, complete, clean, free of contamination, burns, cuts, stains, discoloration and debris, and in good condition, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids and lubricants. If you fail to do so, then in addition to your other obligations arising under this Contract, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure (including without limitation, cleaning, refueling and/or, if applicable, the full new

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

replacement cost of the Rented Item(s)). Certain Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING, OR PACKING ITEMS THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**

10. INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, ALL RISK(S) OF PERSONAL AND BODILY INJURY, ILLNESS, LOSS, PROPERTY DAMAGE, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS 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, FUELING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, CLEANING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, LOR, EACH TPO, and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee" and collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, sublessees, successors and/or assigns; and except only as provided in § 4, (C) WAIVE all rights and remedies 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.

11. You agree to maintain all insurance required under applicable law, as well as any and all other policy(ies) of insurance LOR 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 Lake Oconee Rental, Inc. 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 LOR may require. You irrevocably appoint LOR as your agent and attorney-in-fact for purposes of submitting and negotiating claims on all of the above referenced policies.

12. 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 80% of the first \$5,000 of repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will, remain fully liable for: (a) intentional damage as well as 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 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); (iii) GPS and telematics systems, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs, fittings and hoses; (b) 20% of the first \$5,000 of repair/replacement costs for Covered Item(s); and (c) all repair and 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. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

13. This Contract shall be: (a) governed by and enforced under the laws of Georgia; and (b) bind and be enforceable by and against you, Lake Oconee Rental, Inc., the other Indemnitees and their respective insurers, subrogees, successors and permitted assigns (there being no other third-party beneficiaries hereto). All dispute(s) arising in connection with this Contract and/or its subject matter shall, at LOR's option, be submitted to binding **arbitration** before a single arbitrator selected by LOR at the offices of the American Arbitration Association located in or nearest to Putnam County, GA. Such arbitrator(s) decision(s) 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

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

connection herewith shall lie solely in the federal, state and local courts located in or nearest to Putnam County, GA (unless waived by LOR). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY.

14. 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 bankrupt; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, unless covered by LDW per § 12, damaged, you will be in default under this Contract, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or this Contract (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to 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 direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which are cumulative.

15. To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property placed in or on, affixed to, and/or improved with, any Rented Item(s). We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via the use of GPS, Electronic Logging Devices and/or telematics) any Rented Item(s) at any time, and all information thereby obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s), any "Act of God", force majeure event, or any other event, fact or circumstance beyond our reasonable control, we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide, and 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 Rent we actually receive from you hereunder. You agree to pay all sales, use and other taxes, tolls, assessments, fines, fees and other charges related to the Item(s) and/or this Contract. If any legal action is commenced in connection herewith, we will be entitled to recover our associated attorneys' fees, costs and expenses from you if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies. This Contract, and any "Addenda" we may provide (including our Temporary Structures Addendum), each of which is incorporated herein, constitute(s) the entire agreement between you and LOR, superseding all other agreements and representations (including our website and advertising). The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. 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 (unless we otherwise agree in writing). Digital, electronic, photocopied and facsimiled signatures and initials on this Contract and/or any Addenda will be deemed originals.

16. WARNING: Unlawfully appropriating the property of another with the intention of depriving him or her of the property, and/or obtaining use of personal property available only for compensation by deception and with the intent to avoid payment, may be deemed THEFT, resulting in CRIMINAL PROSECUTION AND/OR CIVIL PENALTY(IES). See OCGA, §16-8-2, *et seq.* for details