TERMS AND CONDITIONS OF RENTAL CONTRACT – FAR WEST RENTS & READY MIX, INC.

For good and valuable consideration, you and Far West Rents & Ready Mix, Inc., a California Corporation, (also referred to herein as "FWR," "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) rented to you as identified on P.1 (including any "Instructions" 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 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 FWR the Item(s) for the period(s) specified on P.1 (the "Term"), to pay us our stated rental rate(s) (the "Rent"), and 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* FWR in the return condition required under this Contract. Unless otherwise agreed by FWR, 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, or 160 hours per 28-Rental Day period (zero hours are permitted for all uncharged-for periods). 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 to account for time in transit, Act(s) of God, event(s) of *force majeure* or any other period(s) of nonuse. Rent is estimated based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed by FWR in writing, you agree: (a) to pay us the Estimated Rent and any deposit 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 amounts you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will limit your liability to us; and (iv) all Prepayments are **NON-REFUNDABLE**. You agree to fully and timely pay all taxes (including all sales, Personal Property Reimbursement, use, fuel, and other taxes), tolls, fines, fees, assessments, and other charges related to each Item allowable or required under California law. All amounts due hereunder but not timely paid will bear interest at the lesser of 18% per annum or the highest rate legally permitted. You authorize us to charge all amounts coming due hereunder to any debit 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 fee for any check you write that is returned unpaid.

3. You will ensure the Site is reasonably clean, safe, secure, and fit for delivery and use of the Item(s). If we agree to provide any services, you will: (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 always 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 FWR, our agents, employees, and contractors. If you are not present upon delivery or retrieval, you agree to accept the statements of our representatives regarding the Item(s) (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 Item(s) upon return will, at our option, be deemed abandoned.

4. Except with respect to Rented Items FWR rents from one or more third parties (each, a "Third Party Owner" or "TPO") and then re-rents to you ("Re-Rented Items"), FWR owns and retains title to all Rented Items. **You will have exclusive control over the Item(s) during the Term;** *subject to* your obligation to always fully and timely comply with this Contract. You **SHALL NOT, nor allow anyone else to**: (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 Item(s); or (c) **loan, share, transfer, sublease, store, surrender or assign any Item(s) or this Contract, without our prior written consent (in our sole discretion)**. FWR may substitute Rented Item(s) and/or sell or assign all or any of its interests in any Rented Item(s) 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 FWR.

5. Upon the earlier of your receipt, or our delivery to the Site, of the Item(s) unless you immediately 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 FWR) carefully examined, counted, inspected and tested by you or your agent(s); and (b) you: (i) have received, carefully reviewed and understand all laws, rules and regulations (including, without limitation all applicable environmental and solid waste disposal regulations and rules provided by the Department of Resources Recycling and Recovery), trainings, instructions, user manuals, maintenance requirements, and other information, including all applicable EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, UL, ASSP, DOT, FMCSA, IFTA, ANSI, Cal/OSHA (including CCR tit. 8, §§ 3441 and 3700, *et seq.*), and other applicable Standards (collectively, "Instructions"); (ii) will fully comply therewith (*including Tier 4, Silica Dust, Ventilation, AWP training and familiarization, charging, fueling, cleaning, voltage, and site assessment requirements*); (iii) are aware of the need to use all applicable personal protective equipment and safety devices (including without limitation, **FALL AND RESPIRATORY PROTECTION DEVICES**); (iv) will use each Item only for ***its intended purpose***, in a reasonable and safe manner; (v) will timely give any and all applicable notices 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 properly marked before disturbing the ground surface **(Call 811 and go to www.california811.org at least 3 full business days in advance);** (vi) will ensure that all others always comply with this Contract; (vii) will promptly notify the authorities and FWR in the event of theft or accident involving any Item(s); and (viii) agree to notify FWR if any of the above requirements is/are breached, incorrect, or misleading.

6. You agree to always protect, properly maintain and care for all Rented Item(s), keep Item(s) safely stored and locked when not in use, and return the Item(s) 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 comply, you will promptly pay FWR, in addition to the amounts specified on P.1: (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 incur in connection with such failure. **You shall not**, nor shall you permit anyone else to: (i) **text, email or otherwise 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 or medicinal**); (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 any Rented Item(s) 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.

7. You agree to immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"). If a Malfunction occurs, you will immediately notify and return the Malfunctioning Item to, FWR. 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 deal with the Item, or your breach of this Contract, FWR 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**. **FWR shall not have any other obligations regarding malfunctions, all of which you waive, together with all incidental, consequential, special, exemplary, and punitive damages.**

8. The Item(s) can be **DANGEROUS** and should be fueled, charged, maintained, and used with **EXTREME CARE**, **ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND LICENSED, ADULT USERS AND OPERATORS.** You agree to provide all applicable familiarization, training, instructions and warnings to all such parties and ensure that each Item is fueled, charged, used, operated and occupied safely and only: (a) **for its intended purpose(s)**; (b) within its rated capacity; (c) ***at the Site*** (unless otherwise specifically agreed by FWR); (d) by properly trained, familiarized, qualified, certified and licensed adults; and (e) always in full compliance with this Contract, the Instructions, and all applicable warranties and insurance policies. **Do not use light towers indoors, near power lines, fire, or gas, and never climb on light towers without proper fall protection.**

9. **NO WARRANTIES:** FWR IS NOT THE MANUFACTURER OR DESIGNER OF ANY ITEM(S), ALL OF WHICH ARE PROVIDED "**AS-IS**." **NEITHER FWR NOR ANY TPO MAKES 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,** AS WELL AS ANY WARRANTY(IES) ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF FWR OR ANY TPO, NOR DOES FWR OR ANY TPO MAKE ANY WARRANTY AGAINST **INTERFERENCE OR INFRINGEMENT**, ALL OF WHICH WARRANTIES **YOU HEREBY WAIVE**. NO DESCRIPTIONS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY FWR OR ANY TPO. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

10. **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, FWR, 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 (C) except only as provided in § 7, **WAIVE** all rights, remedies and defenses available under the UCC, as well as all **DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, GENERAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES**, against each Indemnitee. Our maximum liability in connection herewith is limited to the amount paid by you and received by us for the Item(s) identified on P.1.

11. You agree to maintain all insurance we may require, including: (a) liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 in 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 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, when possible: (A) name FWR 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 FWR as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such 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 the first $2,500 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 or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors or assigns; (B) theft or other failure to timely return Covered Item(s); or (C) negligence, misuse or abuse of Covered Item(s) (including submerging, overturning and overloading); (iii) GPS and telematics systems, data, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains and hoses; and (b) all repair and replacement costs exceeding $2,500 in the aggregate across *all* Covered Item(s).**You may decline LDW ONLY if you provide the property/physical damage/inland marine insurance referenced in § 11**. Your insurance will remain primary, and you agree to assist us in recovering thereunder. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY**.

13. In California, any off-road diesel vehicle may be subject to Cal. Code Regs. tit. 13, § 2449 (Off-Road Diesel-Fueled Vehicles) and 13, § 2449(d)(2) (Idling Limits for ALL In-Use Off-Road Diesel-Fueled vehicles).**No vehicle or engines subject to this regulation may idle for more than five consecutive minutes. Idling of any Item(s) is your responsibility, and you agree to comply with these requirements. You acknowledge that it is a violation of (and assume all potential liability under) the California Public Resources Code to use or operate an internal combustion engine on any forest, brush, or grass-covered land unless the Item is equipped with a spark arrester and constructed, equipped, and maintained for the prevention of fire.** You acknowledge and agree to follow all Regional Notification Center System excavation requirements provided by CA Govt Code § 4216 *et seq*. **Prop 65: ⚠ WARNING**: The Item(s) can *EXPOSE YOU TO* chemicals known to California to cause **Cancer and Reproductive Harm** (See www.P65Warnings.ca.gov).You agree to comply with the Fugitive Dust Rules established by your Local Air Pollution Control District and take "every reasonable precaution to minimize emissions". **PERP Program**: If any Item is registered under the CARB Portable Equipment Registration Program, you agree to always keep the registration and provided written log with such Item(s). Upon returning the Item(s), you agree to return the registration and the completed log.

14. To the maximum extent legally permitted, you grant FWR a lien on all real and personal property placed in, on, or improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person or electronically (including via Telematics/GPS systems), the Item(s) at any time. You consent thereto and agree that all information thereby obtained will be our property. If any performance required of us 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 without limitation, 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 or circumstances beyond our reasonable control, we will be excused from such performance.

15. This is a "net" rental. Accordingly, your duties hereunder are *unconditional* and shall not be subject to any reduction, setoff, or counterclaim. 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 § 12, damaged, you will be in **DEFAULT** under this Contract, whereupon, FWR may with or without legal process or notice (and without liability to you or any Guarantor), to the maximum extent legally permitted: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the 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, damage to crops, flora 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, repossession costs, collection costs and if civil fraud has occurred, punitive damages for civil fraud); and/or (vii) pursue any other rights and remedies available in connection (t)herewith, all of which shall be cumulative. You acknowledge that in the event of default, the damages provided in this Contract are reasonable in light of the anticipated harm that would result from your breach. You waive all statutes of limitations regarding our rights and remedies. Neither our exercise, nor our failure or delay in the exercise, of any of our rights or remedies will constitute an election of remedies or a waiver of any of our rights or remedies.

16. This Contract shall be governed by and enforceable under California law (unless waived by FWR). At FWR's option, disputes arising hereunder shall be submitted to binding **ARBITRATION** in accordance with the American Arbitration Association's Rules before a single arbitrator and in a location, (both) selected by FWR. Judgment on the arbitrator's award shall be final, binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions shall lie solely and exclusively in the federal, state, and local courts nearest to Placer County, CA. You consent thereto and waive all claims of inconvenient forum. The terms of this Contract are severable. To the extent any provision is deemed invalid or unenforceable by any court or arbitrator of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. If legal action is commenced in connection herewith, the prevailing party will be entitled to recover its costs and expenses (including reasonable attorneys' fees) from the non-prevailing party.

17. There are no third-party beneficiaries hereto other than the 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 otherwise agreed by FWR). 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 FWR, superseding all other agreements and representations (including our website and advertising) and cannot be amended or extended except in a writing signed by FWR. **Time is of the essence**. This Contract is a true operating lease and not a financing, is fair and reasonable, and shall bind and be enforceable by you, FWR and the other Indemnitees. Digital, photocopied, and facsimiled signatures and initials appearing on this Contract are deemed originals.

18. Wrongfully obtaining property or services of another or failing to timely return the Item(s) may be deemed **THEFT resulting in CRIMINAL PROSECUTION AND/OR CIVIL PENALTY(IES).** See CA Penal Code, § 484, *et seq*., and its/their successor(s), if any, for details.

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

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For good and valuable consideration, you and Far West Rents & Ready Mix, Inc., a California Corporation, (also referred to herein as "FWR," "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) rented to you as identified on P.1 (including any "Instructions" 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 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 FWR the Item(s) for the period(s) specified on P.1 (the "Term"), to pay us our stated rental rate(s) (the "Rent"), and 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* FWR in the return condition required under this Contract. Unless otherwise agreed by FWR, 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, or 160 hours per 28-Rental Day period (zero hours are permitted for all uncharged-for periods). 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 to account for time in transit, Act(s) of God, event(s) of *force majeure* or any other period(s) of nonuse. Rent is estimated based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed by FWR in writing, you agree: (a) to pay us the Estimated Rent and any deposit 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 amounts you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will limit your liability to us; and (iv) all Prepayments are **NON-REFUNDABLE**. You agree to fully and timely pay all taxes (including all sales, Personal Property Reimbursement, use, fuel, and other taxes), tolls, fines, fees, assessments, and other charges related to each Item allowable or required under California law. All amounts due hereunder but not timely paid will bear interest at the lesser of 18% per annum or the highest rate legally permitted. You authorize us to charge all amounts coming due hereunder to any debit 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 fee for any check you write that is returned unpaid.

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4. Except with respect to Rented Items FWR rents from one or more third parties (each, a "Third Party Owner" or "TPO") and then re-rents to you ("Re-Rented Items"), FWR owns and retains title to all Rented Items. **You will have exclusive control over the Item(s) during the Term;** *subject to* your obligation to always fully and timely comply with this Contract. You **SHALL NOT, nor allow anyone else to**: (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 Item(s); or (c) **loan, share, transfer, sublease, store, surrender or assign any Item(s) or this Contract, without our prior written consent (in our sole discretion)**. FWR may substitute Rented Item(s) and/or sell or assign all or any of its interests in any Rented Item(s) 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 FWR.

5. Upon the earlier of your receipt, or our delivery to the Site, of the Item(s) unless you immediately 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 FWR) carefully examined, counted, inspected and tested by you or your agent(s); and (b) you: (i) have received, carefully reviewed and understand all laws, rules and regulations (including, without limitation all applicable environmental and solid waste disposal regulations and rules provided by the Department of Resources Recycling and Recovery), trainings, instructions, user manuals, maintenance requirements, and other information, including all applicable EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, UL, ASSP, DOT, FMCSA, IFTA, ANSI, Cal/OSHA (including CCR tit. 8, §§ 3441 and 3700, *et seq.*), and other applicable Standards (collectively, "Instructions"); (ii) will fully comply therewith (*including Tier 4, Silica Dust, Ventilation, AWP training and familiarization, charging, fueling, cleaning, voltage, and site assessment requirements*); (iii) are aware of the need to use all applicable personal protective equipment and safety devices (including without limitation, **FALL AND RESPIRATORY PROTECTION DEVICES**); (iv) will use each Item only for ***its intended purpose***, in a reasonable and safe manner; (v) will timely give any and all applicable notices 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 properly marked before disturbing the ground surface **(Call 811 and go to www.california811.org at least 3 full business days in advance);** (vi) will ensure that all others always comply with this Contract; (vii) will promptly notify the authorities and FWR in the event of theft or accident involving any Item(s); and (viii) agree to notify FWR if any of the above requirements is/are breached, incorrect, or misleading.

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applicable, fully charged and/or full of the appropriate fuel, fluids, and lubricants. If you fail to comply, you will promptly pay FWR, in addition to the amounts specified on P.1: (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 incur in connection with such failure. **You shall not**, nor shall you permit anyone else to: (i) **text, email or otherwise 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 or medicinal**); (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 any Rented Item(s) 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.

7. You agree to immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"). If a Malfunction occurs, you will immediately notify and return the Malfunctioning Item to, FWR. 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 deal with the Item, or your breach of this Contract, FWR 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**. **FWR shall not have any other obligations regarding malfunctions, all of which you waive, together with all incidental, consequential, special, exemplary, and punitive damages.**

8. The Item(s) can be **DANGEROUS** and should be fueled, charged, maintained, and used with **EXTREME CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND LICENSED, ADULT USERS AND OPERATORS.** You agree to provide all applicable familiarization, training, instructions and warnings to all such parties and ensure that each Item is fueled, charged, used, operated and occupied safely and only: (a) **for its intended purpose(s)**; (b) within its rated capacity; (c) ***at the Site*** (unless otherwise specifically agreed by FWR); (d) by properly trained, familiarized, qualified, certified and licensed adults; and (e) always in full compliance with this Contract, the Instructions, and all applicable warranties and insurance policies. **Do not use light towers indoors, near power lines, fire, or gas, and never climb on light towers without proper fall protection.**

9. NO WARRANTIES: FWR IS NOT THE MANUFACTURER OR DESIGNER OF ANY ITEM(S), ALL OF WHICH ARE PROVIDED "**AS-IS**." **NEITHER FWR NOR ANY TPO MAKES 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,** AS WELL AS ANY WARRANTY(IES) ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF FWR OR ANY TPO, NOR DOES FWR OR ANY TPO MAKE ANY WARRANTY AGAINST **INTERFERENCE OR INFRINGEMENT**, ALL OF WHICH WARRANTIES **YOU HEREBY WAIVE**. NO DESCRIPTIONS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY FWR OR ANY TPO. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

10. 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, FWR, 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 (C) except only as provided in § 7, **WAIVE** all rights, remedies and defenses available under the UCC, as well as all **DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, GENERAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES**, against each Indemnitee. Our maximum liability in connection herewith is limited to the amount paid by you and received by us for the Item(s) identified on P.1.

11. You agree to maintain all insurance we may require, including: (a) liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 in 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 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, when possible: (A) name FWR 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 FWR as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such 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 the first $2,500 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 or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors or assigns; (B) theft or other failure to timely return

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Covered Item(s); or (C) negligence, misuse or abuse of Covered Item(s) (including submerging, overturning and overloading); (iii) GPS and telematics systems, data, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains and hoses; and (b) all repair and replacement costs exceeding $2,500 in the aggregate across *all* Covered Item(s).**You may decline LDW ONLY if you provide the property/physical damage/inland marine insurance referenced in § 11**. Your insurance will remain primary, and you agree to assist us in recovering thereunder. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY**.

13. In California, any off-road diesel vehicle may be subject to Cal. Code Regs. tit. 13, § 2449 (Off-Road Diesel-Fueled Vehicles) and 13, § 2449(d)(2) (Idling Limits for ALL In-Use Off-Road Diesel-Fueled vehicles).**No vehicle or engines subject to this regulation may idle for more than five consecutive minutes. Idling of any Item(s) is your responsibility, and you agree to comply with these requirements. You acknowledge that it is a violation of (and assume all potential liability under) the California Public Resources Code to use or operate an internal combustion engine on any forest, brush, or grass-covered land unless the Item is equipped with a spark arrester and constructed, equipped, and maintained for the prevention of fire.** You acknowledge and agree to follow all Regional Notification Center System excavation requirements provided by CA Govt Code § 4216 *et seq*. **Prop 65:** ⚠ **WARNING**: The Item(s) can *EXPOSE YOU TO* chemicals known to California to cause **Cancer and Reproductive Harm** (See www.P65Warnings.ca.gov).You agree to comply with the Fugitive Dust Rules established by your Local Air Pollution Control District and take "every reasonable precaution to minimize emissions". **PERP Program**: If any Item is registered under the CARB Portable Equipment Registration Program, you agree to always keep the registration and provided written log with such Item(s). Upon returning the Item(s), you agree to return the registration and the completed log.

14. To the maximum extent legally permitted, you grant FWR a lien on all real and personal property placed in, on, or improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person or electronically (including via Telematics/GPS systems), the Item(s) at any time. You consent thereto and agree that all information thereby obtained will be our property. If any performance required of us 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 without limitation, 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 or circumstances beyond our reasonable control, we will be excused from such performance.

15. This is a "net" rental. Accordingly, your duties hereunder are *unconditional* and shall not be subject to any reduction, setoff, or counterclaim. 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 § 12, damaged, you will be in **DEFAULT** under this Contract, whereupon, FWR may with or without legal process or notice (and without liability to you or any Guarantor), to the maximum extent legally permitted: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the 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, damage to crops, flora 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, repossession costs, collection costs and if civil fraud has occurred, punitive damages for civil fraud); and/or (vii) pursue any other rights and remedies available in connection (t)herewith, all of which shall be cumulative. You acknowledge that in the event of default, the damages provided in this Contract are reasonable in light of the anticipated harm that would result from your breach. You waive all statutes of limitations regarding our rights and remedies. Neither our exercise, nor our failure or delay in the exercise, of any of our rights or remedies will constitute an election of remedies or a waiver of any of our rights or remedies.

16. This Contract shall be governed by and enforceable under California law (unless waived by FWR). At FWR's option, disputes arising hereunder shall be submitted to binding **ARBITRATION** in accordance with the American Arbitration Association's Rules before a single arbitrator and in a location, (both) selected by FWR. Judgment on the arbitrator's award shall be final, binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions shall lie solely and exclusively in the federal, state, and local courts nearest to Placer County, CA. You consent thereto and waive all claims of inconvenient forum. The terms of this Contract are severable. To the extent any provision is deemed invalid or unenforceable by any court or arbitrator of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. If legal action is commenced in connection herewith, the prevailing party will be entitled to recover its costs and expenses (including reasonable attorneys' fees) from the non-prevailing party.

17. There are no third-party beneficiaries hereto other than the 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 otherwise agreed by FWR). 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 FWR, superseding all other agreements and representations (including our website and advertising) and cannot be amended or extended except in a writing signed by FWR. **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, FWR and the other Indemnitees. Digital, photocopied, and facsimiled signatures and initials appearing on this Contract are deemed originals.

18. Wrongfully obtaining property or services of another or failing to timely return the Item(s) may be deemed **THEFT resulting in CRIMINAL PROSECUTION AND/OR CIVIL PENALTY(IES).** See CA Penal Code, § 484, *et seq*., and its/their successor(s), if any, for details.

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