

## FREEDOM EQUIPMENT RENTALS TERMS & CONDITIONS

- 1). **DEFINITIONS.** "Authorized Individuals" are those individuals that: Customer directly or indirectly allows to use the Equipment, are properly trained to use the Equipment and are not under the influences of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified on the front side hereof and includes any of its representatives, agents, officers, employees or anyone signing this Contract on its behalf. "Equipment" is the equipment and/or services identified on the front side thereof, together with replacements, repairs, additions, attachments and accessories and all future Equipment rented. "One Shift" means not more than 8 hours per day and 40 hours per week." Ordinary Wear & Tear" means normal deterioration considered reasonable in the equipment rental industry for "ONE SHIFT" use. "Pick-Up Number or Call Off Number" is the number Customer obtains from Freedom Equipment Rentals evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the store or picked up during normal business hours, provided Customer has otherwise complied with this Contract. "Damage Waiver" is the described below. "Site Address" is the location that the Customer represents the Equipment will be located during the Rental Period (identified on the front side).
- 2). **TERMS.** Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract and all its terms. Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. All the terms herein (including on the front side of this Contract) are incorporated into this and all past and future contracts between Freedom Equipment Rentals and Customer upon Customer's receipt under those contracts. Any reference is Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. Customer rents the Equipment from Freedom Equipment Rentals pursuant to this contract. Customer agrees to pay Freedom Equipment Rentals rental rates (including any minimum rental on the front side herein) and other charges described herein when due, return the Equipment to Freedom Equipment Rentals as required and otherwise comply with this contract. The Equipment (a) is and shall remain the personal property of Freedom Equipment Rentals and (b) shall not be affixed to any other property.
- 3). **PERMITTED & PROHIBITED USES.** Customer agrees that Freedom Equipment Rentals has no control over the way in which the Equipment is operated during the RENTAL PERIOD by Customer or third party that Customer implicitly permits. Customer warrants (a) prior to each use, Customer shall inspect to confirm that Equipment is in good working condition and all readable decals, safety instructions are suitable for Customer's use. (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Freedom Equipment Rentals to leave Equipment at site address without requirement of written receipt),(c) Customer shall immediately notify Freedom Equipment Rentals if Equipment is lost, damaged, unsafe, disabled, malfunctioning, or if an Incident occurs. (d) Customer has received from Freedom Equipment Rentals all information needed or requested regarding the operation of the Equipment, (e) Freedom is not responsible for providing operator or other training unless Customer requests to have training. (Customer is responsible to obtain all training that Customer desires prior to the Equipment's use). (f) Only Authorized Individuals shall use and operate the Equipment. (g) Equipment's use shall be in a careful manner, in compliance with all operating and safety instructions provided on, in or with the Equipment.
- Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety equipment or instructions. (b) assign its rights under this Contract;(c) move Equipment from site address without Freedom Equipment Rentals acknowledgement (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner. (e) allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).
- 4). **CONDITION OF EQUIPMENT.** Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement if Customer does not notify Freedom Equipment Rentals within 48 hours of delivery of the Equipment. If during Customer's possession of the Equipment it is found by Customer not to be in good mechanical condition as a result of conditions not the responsibility of customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Freedom Equipment Rentals will then , at its option and without any other liability or responsibility by Freedom Equipment Rentals to Customer (a) repair or suitably replace the Equipment within a reasonable time during normal working hours or (b) remove the Equipment and terminate this agreement and refund payments up to the time of the Equipment being "DOWN". Customer agrees to provide full access to the Equipment to Freedom Equipment Rentals so as to enable to meet its responsibilities to either repair or exchange Equipment to what is deemed suitably at time.
- 5). **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oils levels, grease, cooling systems, water, batteries and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by Freedom Equipment Rentals or its agents. Freedom Equipment Rentals has the right during the Rental Period to determine that repairs to the Equipment are needed, other than Ordinary Wear & Tear, Customer shall pay the full repair charges AND the rental of the Equipment until the repairs are completed. Customer has the authority to grants Freedom Equipment Rentals and its agents the right to enter the location of the Equipment for the purpose set forth herein. Freedom Equipment Rentals shall be responsible for repairs needed because of Ordinary Wear and Tear.
- 6). **CUSTOMER LIABILITY/RISK. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING & UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Freedom Equipment Rentals, the authorities (if necessary) and Customer's insurance carriers;(b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such incident until Freedom Equipment Rentals or agents investigate.(c) Customer must submit all copies of any police or other third party reports to Freedom Equipment Rentals and (d) as applicable pay Freedom Equipment Rentals in addition to other sums due herein the rental rate for the Equipment until the repairs are completed or Equipment is replaced.
- 7). **NO WARRANTIES.** FREEDOM EQUIPMENT RENTALS DISCLAIMS ALL REPRESENTATION AND WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT ITS DURABILITY, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE OR THAT IT IS FREE FROM DEFECTS. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST FREEDOM EQUIPMENT RENTALS.CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES FREEDOM EQUIPMENT RENTALS FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFIT, PERSONAL INJURY AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATIONS OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF FREEDOM EQUIPMENT RENTALS OBLIGATIONS HEREIN.
- 8). **HOLD HARMLESS/INDEMNITY.** Customer assumes all risk associated with the possession, use, transportation and storage of the Equipment. ACCORDINGLY, CUSTOMER HEREBY WAIVES ANY AND ALL LIENS AND CLAIMS ARISING FROM OR ASSOCIATED WITH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS FREEDOM EQUIPMENT RENTALS FROM AND AGAINST, ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES, CLAIMS FOR BODILY INJURY(IES) INCLUDING DEATH, PROPERTY DAMAGE, LOSS OF TIME AND/OR INCONVENIENCE. RESULTING FROM OR ARISING IN CONNECTION WITH SUCH POSSESSION, USE, TRANSPORTATION AND/OR STORAGE REGARDLESS OF THE CAUSE AND INCLUDING ANY INJURIES AND/OR DAMAGES SUFFERED BY CUSTOMER. CUSTOMERS EMPLOYEES AND/OR ANY THIRD PARTY(IES) EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM FREEDOM EQUIPMENT RENTALS INTENTIONAL MISCONDUCT.
- 9). **ASSIGNMENT AND SUBLETTING AND LOANS OF EQUIPMENT.** Freedom Equipment Rentals has the sole option assign all or any portion of rights and/or remedies under this Contract without Customer's consent. CUSTOMER MAY NOT ASSIGN CUSTOMER'S RIGHTS OR REMEDIES UNDER THIS CONTRACT NOR MAY CUSTOMER SUBLEASE OR LOAN ANY OF THE EQUIPMENT TO ANY THIRD PARTY WITHOUT FREEDOM EQUIPMENT RENTALS PRIOR ACKNOWLEDGEMENT. ANY SUCH ATTEMPTED ASSIGNMENT OR SUBLEASE BY CUSTOMER WILL AT FREEDOM EQUIPMENT RENTALS OPTION BE DEEMED VOID. FREEDOM EQUIPMENT RENTALS MAY ASSIGN HIS/HER RIGHTS UNDER THIS CONTRACT WITH CUSTOMER'S CONSENT BUT WILL REMAIN BOUND BY ALL AND ANY OBLIGATIONS HEREIN. CUSTOMER MAY NOT SUBLEASE OR LOAN/LEND THE EQUIPMENT WITHOUT FREEDOM EQUIPMENT RENTALS PRIOR ACKNOWLEDGEMENT OR WRITTEN PERMISSION. ANY PURPORTED ASSIGNMENT BY CUSTOMER IS VOID.
- 10). **RENTAL RATES.** The total charges based on the front side of this Contract are (a) estimated based upon the Customer's estimated Rental Period, (rental rates beyond the estimated rental period may change) and other information conveyed by Customer to Freedom Equipment Rentals, and (b) for the Equipment's use for ONE SHIFT, unless otherwise noted. Daily, Weekly and 4-week rental rates shall not be prorated. The rental rates do not include, and Customer is responsible for, in addition to all rental rates and other charges shown in this Contract, all consumables, lost key fees, fuel charges, cleaning fees, damages and repairs. Also including additional fees for more than ONE SHIFT use of Equipment, delivery/pickup fees and any requested freight transportation of equipment movement requested by Customer.
- 11). **PAYMENT.** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Freedom Equipment Rentals approves Customer's executed credit application (CREDIT CUSTOMERS MUST PAY, UPON RECEIPT OF FREEDOM EQUIPMENT RENTALS INVOICE) Customer must notify of any disputed amounts, including credit card charges or discrepancies within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts, until paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment Customer authorizes Freedom equipment Rentals to charge the credit card all amounts shown on this contract and charges subsequently incurred by Customer including but not limited to loss, of or damage to the Equipment and extension of the Rental Period. At Freedom Equipment Rentals discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required, and the Equipment may be picked up without notice.
- 12). **DEFAULT.** Customer shall be in default if Freedom Equipment Rentals deems itself insecure or if Customer (a) fails to pay sums when due; (b) breaches any Section of this contract ;(c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors, ceases to carry on business or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Freedom Equipment Rentals demand; or (f) is in default under any other contract with Freedom Equipment Rentals. If a Customer default occurs Freedom Equipment Rentals shall have, in addition to all rights/remedies by law or in equity the right to repossess the Equipment without judicial process or prior notice. CUSTOMER SHALL PAY ALL OF FREEDOM EQUIPMENT RENTALS COSTS, INCLUDING REASONABLE COSTS/FEES OF COLLECTION, COURT COSTS, ATTORNEY AND LEGAL FEES. Use of false identification to obtain Equipment or failure to return Equipment by the end of Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted and pursuant to applicable laws.
- CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST FREEDOM EQUIPMENT RENTALS FOR SUCH REPOSSESSION.
- 13). **PURCHASES.** If this contract identifies any Equipment, materials or other items that is to be purchased by Customer, Freedom Equipment Rentals sells and delivers all such items to the Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than what the manufacturer supplies for warranties) in consideration for the Customer's payment to Freedom Equipment Rentals of the full purchase pricing for the items, Freedom Equipment Rentals will retain title to the item until Customer has paid in full.
- 14). **RETURN OF EQUIPMENT.** Freedom Equipment Rentals may at any time terminate this Contract, for any reason. At the end of the Customers rental period the Equipment shall be returned in the same condition as it was received, less Ordinary Wear and Tear. Customer will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required. If Freedom Equipment Rentals delivered the Equipment to Customer, Customer must notify Freedom Equipment Rentals that the Equipment is ready to be picked up from Site Location and Customer will be given a CALL OFF number, which Customer will keep a proof of call off of Equipment; Customer remains liable for any loss, theft, damages to Equipment and Freedom Equipment Rentals until Equipment is confirmed that the Equipment is returned in the same condition required herein. If Equipment was picked up by Customer at store location Freedom Equipment Rentals will confirm on return condition of Equipment of no damages, hours and fuel levels. Customer will not be charged the rental after the date the call off NUMBER is given, NO pickups occur on SUNDAYS, or statutory HOLIDAYS. IF THE EQUIPMENT IS NOT RETURNED BY THE ESTIMATED END OF CUSTOMERS RENTAL PERIOD NOTED ON FRONT OF CONTRACT, CUSTOMER AGREES TO PAY THE APPLICABLE RENTAL RATE FOR THE EQUIPMENT UNTIL THE END OF RENTAL PERIOD.
- 15). **FUEL.** All Freedom Equipment Rentals equipment (must all) either picked up by Customer or delivered to Customer site location will be full of FUEL (Diesel, Gas or Propane). Any Equipment with gas/diesel/propane engines must returned full of fuel or Customer will be charged at the current rate from Freedom Equipment Rentals. If equipment is returned full of fuel NO charges will be assessed. The fuel cost of Customer refueling the Equipment itself is generally lower than Freedom Equipment Rentals charging upon return if fuel is added.
- 16). **NOTICE OF LOSS OR ACCIDENT.** In the event of an accident, loss of, theft of, or damage to the Equipment, Customer agrees to notify Freedom Equipment Rentals as soon as possible to immediately report all necessary information relating to loss or accident.