

This contract is made between Denali LLC, its subsidiaries and/or assigns (hereafter DEALER) and the undersigned, hereafter CUSTOMER. Governing state for any/all legal disputes is Illinois.

1. RENTAL CHARGES: The Customer agrees to pay DEALER all rental, mileage and other charges and costs as set forth in this agreement, or if not set forth herein, at the rates, schedules and charges on file with DEALER and acknowledged and verified by the CUSTOMER in accordance with delivery acceptance.
2. INSPECTION: CUSTOMER acknowledges that he/she has had an opportunity to personally inspect the equipment, or will do so before accepting delivery or taking possession of the aforementioned equipment, and finds it suitable for his/her needs and in good condition, and that he/she understands its proper use. CUSTOMER further acknowledges his/her duty to inspect the equipment prior to use and notify the DEALER of any defects. The CUSTOMER further agrees to carefully inspect the equipment periodically.
3. REPLACEMENT OF MALFUNCTIONING EQUIPMENT: If the equipment becomes unsafe or in disrepair as a result of normal use, CUSTOMER agrees to discontinue use immediately and notify DEALER immediately, who will replace the equipment with similar equipment in good working order, if available. DEALER is not responsible for any incidental or consequential damages caused by delays or otherwise.
4. POSSESSION/TITLE: DEALER owns the Equipment, and title in and to all of it will remain DEALER's at all times. CUSTOMER is entitled only to use and possess the Equipment for the Rental Period; subject to the terms of this Contract. If CUSTOMER retains any of the Equipment beyond the agreed Term without DEALER's express written consent, CUSTOMER will be deemed to have materially breached this Contract. CUSTOMER will not take, grant or permit the taking of any (and CUSTOMER hereby waives any and all) liens or other similar claims on any portion of the Equipment and CUSTOMER will take such actions as may be necessary, at CUSTOMER's sole cost and expense, to ensure that any and all such liens are released as soon as possible.
5. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED: There is no warranty that the equipment is suited for CUSTOMER's intended use, or that it is free from defects.
6. HOLD HARMLESS AGREEMENT: CUSTOMER agrees to assume the risks of, and hold DEALER harmless for, property damage caused by the equipment and/or arising out of DEALER's negligence.
7. ASSUMPTION OF RISK: CUSTOMER acknowledges that the possession, use, transportation and/or storage of the Equipment may give rise to the risk of personal injury and/or property damage.

CUSTOMER VOLUNTARILY ASSUMES ALL SUCH RISK AND RELEASES AND DISCHARGES DEALER AND THE EQUIPMENT FROM ANY AND ALL LIENS, LIABILITIES AND CLAIMS ARISING IN CONNECTION WITH THE SAME, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH DEALER'S NEGLIGENCE (OTHER THAN DEALER'S INTENTIONAL MISCONDUCT)

8. PROHIBITED USES: Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract:
 - a. Use for illegal purposes or in an illegal manner.
 - b. Use when the equipment is in bad repair or is unsafe.
 - c. Improper, unintended use or misuse.
 - d. Use by anyone other than CUSTOMER or his/her employees without DEALER's written permission.
 - e. Use at any location other than the address furnished to DEALER without DEALER's written permission (Does not apply to mobile equipment)
 - f. Use by CUSTOMER while under the influence of alcohol or drugs.
 - g. Use of a rental vehicle by an unlicensed driver.
9. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT: DEALER may assign his rights under his contract without CUSTOMER's consent, but will remain bound by all obligations herein. CUSTOMER may not sublease or loan the equipment without DEALER's written permission. Any purported assignment by CUSTOMER will void this agreement.
10. TIME OF PAYMENT: Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.
11. TIME OF RETURN: CUSTOMER's right to possession of the equipment terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.
12. LATE RETURN: CUSTOMER agrees to return the rented equipment during DEALER's regular store hours, upon termination of the rental period. If not timely returned, CUSTOMER shall pay an additional charge for each hour the equipment is retained beyond the expiration of the rental period.
13. DIRTY, DAMAGED, OR LOST EQUIPMENT: Except as set forth below in paragraph 11, CUSTOMER agrees to pay for any damages to loss of the equipment, as an insurer, regardless of cause, except reasonable wear and tear, but including acts of God, while the equipment is out of the possession of the DEALER. CUSTOMER agrees to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost or repair of damaged or lost equipment. Equipment damaged beyond repair will be

paid for at its replacement Cost when rented. The cost of repairs will be borne by CUSTOMER, whether performed by DEALER, or at DEALER's option, by others.

14. DAMAGE AND LOSS PROVISION: CUSTOMER assumes the entire risk of loss with respect to the equipment from damage, theft or mysterious disappearance, whether or not due to fault of CUSTOMER and shall pay the DEALER for said loss immediately upon receipt of invoice.
15. COLLECTION COSTS: CUSTOMER agrees to pay all reasonable collection, attorneys and court fees and other expenses involved in the collection of the charges of enforcement of DEALER's right under this contract whether or not suit is commenced.
16. REPOSSESSION: Upon a failure to pay rent or other breach of this contract. DEALER may terminate this contract and take possession of and remove the equipment from wherever they are, without prejudice to any other remedies or claims which DEALER might otherwise possess by law or pursuant to this rental equipment, for rental charges payable, damages or loss charges, and collection charges including court costs and attorney's fees, and DEALER and his agents shall not be liable for any claims for damages or trespass arising out of the removal of the equipment.
17. UNAUTHORIZED USE: Use by anyone other than the following is prohibited: CUSTOMER, his employer or employees, or persons residing permanently in CUSTOMER's household. No persons under 21 years of age may operate the vehicle or trailer and any operator must possess a valid driver's license. CUSTOMER further agrees not to use the rented trailer with any vehicle other than the one specified in this contract.
18. WAIVER OF CLAIMS: CUSTOMER waives all claims for personal injuries, property damages to the transported goods, loss of time or inconvenience arising out of the use of the rented equipment, vehicle or trailer, or any accident or breakdown.
19. DAMAGE TO PROPERTY TRANSPORTED: CUSTOMER waives all claims for loss or damage to property transported in the rental vehicle or trailer.
20. UNDERGROUND FACILITIES: It is the sole responsibility of the CUSTOMER to ensure that any underground facilities or utilities are clearly identified and protected. You should call 811 before you start any project that involves digging, or visit clickbeforeyoudig.com to see if an online locate request is available. Liability created from failing to do so is the sole responsibility of the CUSTOMER - see part seven of this document, **Assumption of Risk**.
21. ACCIDENT NOTIFICATION: CUSTOMER will immediately notify DEALER in the event of any accident.

22. **DAMAGE TO VEHICLE:** CUSTOMER is responsible for all overhead damage, tire repairs, moving parking and overload violations, traffic tolls, permits and gasoline.
23. **SECURITY INTEREST:** For the purpose of satisfying CUSTOMER's obligations under this contract, CUSTOMER grants DEALER a security interest in all goods placed in the vehicle and/or trailer.
24. **DUTY CARE OF VEHICLE:** CUSTOMER agrees not to operate the vehicle in a careless or negligent manner, or to operate the vehicle at excessive speed, or while intoxicated, or under the influence of any drugs.
25. **DISCLAIMER OF AGENCY:** CUSTOMER acknowledges that he is not the agent of DEALER for any purpose.
26. **DISCLAIMER OF MANUFACTURE:** CUSTOMER agrees that DEALER is neither the manufacturer of equipment nor the agent of the agent of the manufacturer.
27. **OPERATION OF EQUIPMENT:** CUSTOMER agrees that all rented equipment shall be used and operated only by persons competent in its operation and further agrees to operate and maintain the equipment in accordance with instructions provided by DEALER. CUSTOMER further agrees not to operate the equipment in a careless or negligent manner.
28. **SEVERABILITY:** The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of the provisions shall not affect the remaining provisions.
29. **INDEMNITY:** CUSTOMER agrees to indemnify and reimburse DEALER for all liabilities to CUSTOMER, his agents or third parties, arising out of the use of the equipment or a breach of this contract by CUSTOMER.
30. **MILEAGE:** CUSTOMER agrees not to tamper with the meter/odometer on rental vehicles, and in such event agrees to pay lessor at the rate in effect at the time of rental, on the basis of 40 miles for each hour said vehicle was in CUSTOMER's possession.
31. **PRESUMPTION THAT RENTAL PROPERTY IS STOLEN:** If CUSTOMER fails to return rental property to lessor at the agreed contract termination time, then lessor may consider said rental property stolen and may issue theft notices and take necessary steps to recover the same.
32. **VENUE:** in the event of a dispute resulting in litigation the CUSTOMER consents to the exclusive jurisdiction of the circuit court of Madison County, Illinois.

33. **LOADING AND UNLOADING EQUIPMENT:** CUSTOMER is responsible for loading and unloading equipment. If DEALER's employees assist in loading or unloading the equipment, CUSTOMER agrees to assume the risk of, and hold the DEALER and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of DEALER.
34. **INSPECTION OF TRAILER HITCH:** CUSTOMER agrees to inspect the trailer coupling mechanism and safety chain before leaving DEALER's premises. CUSTOMER also agrees to inspect the equipment periodically (every 100 miles) and to maintain the coupling and chain in a safe and secure condition.
35. **FUEL SURCHARGE:** Equipment with gas/diesel engines must be returned full of fuel or CUSTOMER will be charged at the current DEALER's rate plus 3% for processing fees.
36. **SITE PREPARATION:** If DEALER has agreed to deliver any Equipment, CUSTOMER agrees to have the site clean and ready for the delivery and installation or dismantling and retrieval and CUSTOMER agrees to pay an additional charge for any delay incurred or additional labor performed by DEALER resulting from the CUSTOMER's failure to timely do so.
37. **PROPERTY DAMAGE:** DEALER is not responsible for any damage whatsoever as a result of the on-the-job deliveries or pick up by DEALER.
38. **SURRENDER/ABANDONMENT:** CUSTOMER agrees that anything left behind, both in or on a piece of rental equipment, may be deemed abandoned and surrendered by CUSTOMER. The determination of "Surrendered/Abandoned" is at the sole discretion of DEALER and anything deemed surrendered or abandoned is agreed to be the property of the DEALER.
39. **INSURANCE:** If any of the Equipment is to be used for a commercial purpose or is otherwise designated as "Consumer Insured", CUSTOMER agrees to maintain (a) property damage and casualty insurance on an "all risks" basis for the full replacement cost of the Equipment (including without limitation, all risks of loss or damage covered by the standard extended coverage endorsement) with such deductibles, if any as may be acceptable to DEALER in DEALER's discretion; and (b) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence. Such insurance shall cover all operations and contractual obligations, as well as any and all damage or liability arising in connection with the handling, transportation, maintenance, operation, use or possession of the equipment during the term, and shall name DEALER as an additional insured and loss payee on a "closed clause" basis. ALI such insurance shall be primary, without any self-insured retention, and shall waive subrogation against DEALER. CUSTOMER agrees to provide to DEALER copies of the proper endorsements for the above coverages

specifying that they will not be canceled during the term. Any insurance DEALER carries will be deemed to be in excess of CUSTOMER's insurance.

40. LENGTH OF RENTAL: Hourly rental are provided for the hours show on the invoice, daily rentals are for 24 hour period, and monthly rentals are for 28 consecutive days.

INDEMNIFICATION: Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, directors, successors, and assigns from and against, costs and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs, and expenses, including attorneys fees, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by lessee or lessor), operation, ownership, selection, delivery, leasing or return of the equipment, regardless of where, how and by whom operated, or any failure on the part of the lessee to perform or comply with the conditions of this lease. The parties agree that the lessor shall only be liable or responsible for actions of sole negligence or willful misconduct.

Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such action is commenced naming lessor as a party, lessor may, in his sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessor for all costs, expenses, and attorneys fees incurred by lessor in such defense.

The indemnities and assumption of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

Purpose of this Clause: It is understood and agreed by the parties that the purpose of this clause is to completely shift the risk of all claims relating to or arising out of the lease of the equipment to lessee hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of the lessor.