

THIS AGREEMENT IS A SUPPLEMENT TO THE RENTAL AGREEMENT. ACCEPTANCE OF THE BELOW TERMS AND CONDITIONS IS AN EXPRESS CONDITION TO RENTING EQUIPMENT FROM RKC EQUIPMENT, LLC.

EQUIPMENT RENTAL TERMS AND CONDITIONS

1. **DEFINITIONS:** RKC Equipment, LLC (referred to herein as: "RKC Equipment, LLC") or any of its corporate subsidiaries or affiliates identified or not on the preceding webpages from whom the Customer has rented the equipment. "Equipment" means any one or more of the items identified and selected on the preceding webpages, and shall include any accessories, attachments or other similar items delivered to the customer. "Customer" means the person or entity, including any representative, agent, officer or employee of the Customer who has authorized the equipment rental and agrees to these Terms and Conditions.
2. **RENTAL PERIOD:** Customer hereby rents from RKC Equipment, LLC the Equipment for the Term as determined by the Time Out (defined as the period between the Date Out and the Date the equipment is returned to RKC Equipment, LLC), and agree to pay RKC Equipment, LLC the Rent for all Time Out, but in any event, not less than the "Minimum Rent," if any, specified on the preceding webpages and cart. RKC Equipment, LLC charges Rent for all Time Out, including Sundays, and Statutory holidays.
3. **POSSESSION/TITLE:** RKC Equipment, LLC owns the Equipment, and title in and to all of it will remain RKC Equipment, LLCs at all times. Customer are entitled only to use and possess the Equipment for the Rental Period, subject to the terms of this Contract. If Customer retain any of the Equipment beyond the agreed Term without RKC Equipment, LLC's express written consent, Customer will be deemed to have materially breached this Contract. Further, the failure to return the Equipment without written consent to extension will be considered theft.
4. **WARRANTY WAIVER:** THE EQUIPMENT IS PROVIDED "AS-IS" AND "WITH ALL FAULTS." RKC EQUIPMENT, LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OR SUITABILITY, MERCHANTABILITY, AND/OR FITNESS FOR ANY PARTICULAR PURPOSE) , NOR DOES RKC EQUIPMENT, LLC MAKE ANY WARRANTY AGAINST INTERFERENCE, INFRINGEMENT, THAT THE EQUIPMENT IS FIT FOR CUSTOMER'S INTENDED USE, APPLICATION OR ENVIRONMENT, OR THAT IT IS FREE FROM DEFECTS (LATENT OR PATENT). NO WARRANTIES SHALL BE DEEMED TO EXIST WITH RESPECT TO THE EQUIPMENT, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT. ACCORDINGLY, CUSTOMER HEREBY WAIVE ANY AND ALL IMPLIED WARRANTIES. RKC EQUIPMENT, LLC WILL NOT BE RESPONSIBLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LIABILITIES, CLAIMS, INJURIES, LOSSES, COSTS OR DAMAGES ARISING FROM OR ASSOCIATED WITH THE USE OR ANY FAILURE OF, OR ANY UNKNOWN DEFECT IN OR WITH RESPECT TO, ANY OF THE EQUIPMENT. CUSTOMER'S SOLE REMEDY FOR ANY FAILURE OF OR DEFECT IN OR WITH RESPECT TO ANY OF THE EQUIPMENT IS TERMINATION OF THE ACCRUAL OF RENTAL CHARGES AT THE TIME OF FAILURE.
5. **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, DISCHARGES AND INDEMNIFIES RKC EQUIPMENT, LLC 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 RKC EQUIPMENT, LLC'S NEGLIGENCE (OTHER THAN INTENTIONAL MISCONDUCT).
6. **RECEIPT/INSPECTION OF EQUIPMENT:** Customer acknowledges that Customer has received, inspected, examined and accepted the Equipment, and that, as delivered to Customer, it is safe and in good operating condition and repair and otherwise in all ways acceptable to Customer. Customer have selected the Equipment based on Customer's determination that it is appropriate for Customer's purposes, use, application and environment, and not based on any recommendation by RKC Equipment, LLC.
7. **LOADING AND UNLOADING:** RKC Equipment, LLC shall be responsible for the loading and unloading of Equipment. If RKC Equipment, LLC's employees or agents assist in loading or unloading the Equipment, CUSTOMER AGREES TO ASSUME THE RISK OF DAMAGE OR INJURY OCCASIONED THEREBY AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS RKC EQUIPMENT, LLC FROM AND AGAINST ANY LOSS, COST OR EXPENSE (INCLUDING ATTORNEY'S FEES AND EXPENSES) ARISING FROM OR RELATED TO THE SAME, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR ASSIGNS.
8. **EQUIPMENT FAILURE:** In the event any of the Equipment fails to start, breaks, malfunctions, become unsafe or is in need of maintenance or repair, Customer agrees to immediately discontinue use, notify RKC Equipment, LLC. Customer further agrees Customer will not repair or have anyone else repair the Equipment. Failure to timely notify RKC Equipment, LLC will not result in any relief from being charged for all Time Out.
9. **REPLACEMENT BY RKC EQUIPMENT, LLC:** If the Equipment proves inoperable or defective, malfunctions, becomes unsafe or otherwise fails to function in accordance with the manufacturer's specifications, and is immediately returned to RKC Equipment, LLC, RKC Equipment, LLC will, at its option: (a) promptly repair the Equipment; (b) provide Customer with reasonably similar replacement Equipment, if available; (c) make similar Equipment available to Customer as soon as it becomes reasonably available to RKC Equipment, LLC; or (d) cancel this Contract; and adjust

the Rental Charge. Customer agrees that the foregoing will constitute Customer's exclusive remedy for Equipment malfunctions, and that RKC Equipment, LLC will have no obligation other than as set forth in this Paragraph with respect to any Rented Item that fails to function properly. CUSTOMER SHALL NOT BE ENTITLED TO COLLECT FROM RKC EQUIPMENT, LLC, AND EXPRESSLY WAIVES ANY AND ALL CLAIMS AGAINST RKC EQUIPMENT, LLC FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF THE FAILURE OR MALFUNCTION OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOST TIME, LOST PROFITS, COST OF COVER (OBTAINING REPLACEMENT EQUIPMENT AND/OR PERFORMANCE FROM ANOTHER SOURCE), INCIDENTAL, CONSEQUENTIAL, SPECIAL AND/OR PUNITIVE DAMAGES.

10. **USE OF EQUIPMENT:** The Equipment is authorized for use only by Customer and Customer's agents and employees (each of whom must be skilled, experienced, trained and authorized in its operation), at the location given as the "Address" on the preceding webpages and Rental Agreement (the "Site"). The Equipment is authorized for use only for its ordinary purpose. Customer agrees to not, and to ensure that Customer's agents and employees do not: (a) use the Equipment or any portion thereof for any other purpose; (b) use it for any illegal purpose; (c) use it without first ensuring that it has been properly maintained and that all oil, pressure and fluid levels are within the limits specified by RKC Equipment, LLC, the OEM and the applicable operation and/or maintenance manuals(s); (e) use it in any unsafe condition or manner; (f) permit its use by any person other than Customer or those of Customer's agent or employees who are fully trained and competent in its use; (g) attempt to repair it without RKC Equipment, LLC's prior specific written approval; (h) abuse, misuse, overuse, commit waste of, or otherwise permit any damage to or destruction of the Equipment; or (i) surrender possession of it to any other person, except a licensed common carrier that Customer retain to return it to RKC Equipment, LLC with RKC Equipment, LLC's prior written approval.
11. **ASSIGNMENT AND SUBLETTING:** RKC Equipment, LLC may, at RKC Equipment, LLC's sole option, assign all or any portion of RKC Equipment, LLC's rights and/or remedies under this Contract without Customer 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 RKC EQUIPMENT, LLC'S PRIOR WRITTEN CONSENT.
12. **CARE OF EQUIPMENT:** Customer must protect the Equipment against misuse, exposure to adverse conditions and any other abuse or neglect, ensure that it remains in good operating condition and is returned to RKC Equipment, LLC as the end of the Term in the condition required in Clause (14) "Return of Equipment" Customer will provide a qualified operator for the Equipment, pay all costs of its operation, and provide all necessary fuel, lubricants, accessories and supplies. Customer is the insurer of the Equipment during the Term. As such, Customer bears all risk of loss, theft, damage or destruction to the Equipment, regardless of cause (Ordinary Wear and Tear excepted). If Customer fail to return the Equipment to RKC Equipment, LLC in the condition required, Customer agrees to pay all costs associated with returning it to such condition (which may include, if RKC Equipment, LLC reasonably deem it necessary, its full current replacement cost, including without limitation, all packing, shipping and handling charges). Rent will apply during the time it takes to repair or replace the Equipment.
13. **RETURN OF EQUIPMENT:** Customer shall never transport the Equipment and shall only utilize the equipment at the drop off location. Customer agrees to place the Equipment in the same or similar location as delivered by RKC Equipment, LLC for pickup by RKC Equipment, LLC upon expiration of the term as defined in the Rental Agreement. Nonetheless, RKC EQUIPMENT, LLC MAY TERMINATE THIS RENTAL FOR CAUSE AT ANY TIME BY WRITTEN NOTICE TO CUSTOMER AND/OR BY RETAKING POSSESSION OR CONTROL OF THE EQUIPMENT. Rent will continue to accrue until RKC Equipment, LLC retrieves the Equipment, and the Customer's only right with respect to the Equipment is to use it during the Term in compliance with the Contract. Customer agrees to ensure that, upon return to RKC Equipment, LLC, the Equipment will be clean, free of all regulated or hazardous substances (including without limitation, substances Identified as "Hazardous Materials" under any federal, provincial or local laws, rules and/or regulations purporting to deal with toxic or hazardous substances), rental-ready, and otherwise in substantially the same order, condition and repair as at the Time Out "Ordinary Wear and Tear" (as defined In Clause (14)) excepted. Customer agrees to pay a reasonable charge for Equipment returned in any other condition.
14. **ORDINARY WEAR AND TEAR:** "Ordinary Wear and Tear", meaning normal deterioration resulting from the proper and intended use of the Equipment in accordance with the terms of this Contract, will not be considered damage. Damage which is not "Ordinary Wear and Tear" (and for which Customer will be solely responsible) includes without limitation, theft, mysterious disappearance, damage due to overloading or exceeding rated capacities, nonstandard use, overturning, tire damage, and transportation or operation without required or recommended coolants, lubricants, hydraulic fluid, air pressure levels, supports, and/or safety equipment, improper use, misuse, abuse, neglect, accidents and intentional damage.
15. **FUEL SURCHARGE:** Equipment with gas/diesel engines must be returned full of fuel or Customer will be charged at the rate set forth on the front of this Contract (or if none, at two (2) times the then-current market rate for the necessary fuel)
16. **ENVIRONMENT SURCHARGE:** RKC Equipment, LLC reserves the right to charge an environmental surcharge in respect of Equipment containing an internal combustion engine, hydraulic oils or similar components, to a maximum of \$150 to compensate RKC Equipment, LLC for the costs of handling, managing and disposing of hazardous materials. This is not a government mandated fee.
17. **INSURANCE.** Customer shall maintain and pay for Inland Marine/Equipment Floater/Leased or Rental Equipment Insurance that provides coverage against all risks of direct physical loss, theft or damage of or to the Equipment (including flood, earthquake and weight of load), for not less than the full replacement value of the Equipment, coinsurance waived. If Customer fails to provide RKC Equipment, LLC with a certificate of insurance for

such coverage within ten (10) days of this Agreement, Customer shall be automatically enrolled in and responsible to pay for the RPP. Customer shall also maintain and pay for Commercial General Liability Insurance against personal injury (including death) and property damage with limits equal to at least \$1,000,000 per occurrence and \$2,000,000 general aggregate (including per job/per location general aggregate). For all insurance that Customer obtain (1) the insurance company shall have an AM Best rating of A- or better and be approved to do business in the state where the Equipment may be located, (2) RKC Equipment, LLC shall be named as an additional insured and loss payee, (3) a waiver of subrogation shall apply in favor of RKC Equipment, LLC, (4) the policy limits shall apply on a primary and non-contributory basis, (5) any maximum limit per item and applicable deductible shall be noted on the certificate(s) of insurance, (6) the policy's cancellation clause shall require that RKC Equipment, LLC receive at least 30 days written notice of any cancellation or modification (15 days for non-payment of premium), and (7) Customer shall provide RKC Equipment, LLC with an original policy or certificate evidencing such insurance. Customer does hereby appoint RKC Equipment, LLC as Customer's attorney-in-fact with power and authority to do all things required under any such policy, including but not limited to making claims, receiving payments and executing and endorsing all documents, checks or drafts.

18. **RENTAL PROTECTION PLAN.** In lieu of providing insurance for damage or loss to the Equipment, Customer may participate in RKC Equipment, LLC's Rental Protection Plan ("RPP"). The RPP is a waiver of claims by the RKC Equipment, LLC for perils covered by the RPP to the Equipment and is not "insurance" for the Lessee. **COVERAGE:** Up to [\$500,000] per occurrence. If Customer participate in the RPP, Customer will have no liability to the RKC Equipment, LLC for physical damage to the applicable Equipment up to the covered amount, except that Customer will remain liable to the RKC Equipment, LLC in all events for: (a) damage or loss caused in whole or in part by: (i) Customer's breach of any provision of this Agreement; (ii) failure to return Equipment; (iii) violation of manufacturers' specifications; (iv) use of any Equipment in violation of any policy of insurance; (v) civil authority/war/terrorism; (vi) contamination including mold, mildew, rust, rot and other contaminants, except due to a covered peril; (vii) deterioration/wear and tear; (viii) pollutants or environmental hazards; (ix) nuclear hazard; (x) temperature/humidity; (xi) criminal/fraudulent/dishonest/illegal acts; (xii) intentional misuse or reckless conduct; (xiii) mechanical breakdown; and (b) damage to tires, unless caused by a covered peril. **DEDUCTIBLE:** In the event of a claim, Customer will be responsible for the deductible in the amount of \$2,500 [per occurrence]. **COST:** If Customer elect to participate in the RPP, Customer agree to pay RKC Equipment, LLC 15% of the rental contract value to cover rented equipment. **COVERED PERILS:** All risk coverage including, but not limited to, (a) accidental damages; (b) collisions; (c) overturns/rollovers, (d) falling objects; (e) fire; (f) theft; (g) vandalism; (h) flood; (i) earthquake; (j) hail; (k) wind; (l) tornado; (m) other non-excluded perils. **SUBROGATION:** RKC Equipment, LLC will not subrogate for perils covered under the RPP.
19. **FAILURE TO TIMELY RETURN:** If Customer fails to make the Equipment available for retrieval by RKC Equipment, LLC on the return day and time, and any time thereafter, Customer agrees to pay (a) an additional charge equal to the full rental amount(s), and (b) all costs and expenses (including without limitation, attorneys' fees) RKC Equipment, LLC incur arising from or in connection with any: (i) collection and/or repossession activities RKC Equipment, LLC elect to pursue; (ii) loss of or damage to any Equipment; and/or (iii) injuries or damages to persons or property, directly or indirectly resulting therefrom.
20. **INTEREST ON UNPAID AMOUNT:** All amounts due and coming due under this Contract will bear interest at Twenty-Four (24%) per annum until paid in full.
21. **DEFAULT/REMEDIES:** If Customer fails to comply with any provision of this in a timely manner, if Customer seek bankruptcy protection or if an involuntary proceeding in bankruptcy is commenced against Customer, the same will be deemed an immediate and material breach of, and an event of default under, this Contract, whereupon RKC Equipment, LLC may, at RKC Equipment, LLC's option, exercise any or all of the following remedies: (a) terminate the Customer's right to possess and use the Equipment, enter upon any premises where the Equipment may be located WITHOUT NOTICE and retake possession of, immobilize and/or render unusable the Equipment, WITH OR WITHOUT PROCESS OF LAW; (b) If Customer default deprives RKC Equipment, LLC of the use of any item of Equipment, RKC Equipment, LLC may purchase other replacement Equipment and recover the cost of the replacement Equipment, together with any associated costs (e.g., packing, transportation, storage, delivery and taxes) from the Customer; (c) RKC Equipment, LLC may declare all Rent due and coming due under this Agreement, together with interest and late fees, if any, as well as attorneys' fees, immediately due and payable; (d) RKC Equipment, LLC may seek immediate relief from any automatic stay in bankruptcy; and/or (e) RKC Equipment, LLC may pursue any other remedy available to RKC Equipment, LLC under this Agreement or under applicable law. RKC Equipment, LLC's exercise of any one of these remedies will not constitute an election of remedies or a waiver of any other remedy RKC Equipment, LLC may have, it being understood that all such rights and remedies shall be cumulative.
22. **ENTIRE AGREEMENT:** This Contract represent the complete and final agreement between Customer and RKC Equipment, LLC and cannot be modified by oral agreement. There are no oral or other representations, warranties or agreements not included in this Contract. Customer acknowledges that this Contract may be amended only in writing signed by both parties.
23. **SIGNATURES:** This Contract may be signed in multiple counterparts, each of which will be deemed valid and enforceable, so long as they are identical (if not, the version signed by RKC Equipment, LLC will control) for this purpose, facsimile and electronic signatures will be deemed the equivalents of originals.
24. **ORDER OF PRECEDENCE:** These terms and conditions, and the RENTAL AGREEMENT shall control over any conflicting pre-printed terms and conditions contained in the Customer's purchase order or similar document.

25. **OTHER PROVISIONS:** (a) Any failure of RKC Equipment, LLC to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of the Company's right to demand strict compliance. (b) Customer agrees to pay all reasonable costs of collection, courts, attorneys' fees and other expenses incurred by the Company in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms.
26. **CRIMINAL WARNING:** The use of false identification to obtain equipment or the failure to return the equipment by the end of the rental period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.
27. **CREDIT CARD AUTHORIZATION:** Subject to such limitations as may be set forth in applicable law, Customer irrevocably and unconditionally authorize RKC Equipment, LLC to immediately submit for payment on the credit card (if any). Customer have provided RKC Equipment, LLC all estimated charges coming due under this Contract, and Customer agrees to indemnify, defend and hold harmless RKC Equipment, LLC with respect to the same. Customer shall provide details of a replacement credit card where the credit card provided expires during the Term, prior to the expiration of the credit card. The credit card used for payment may be retained for 12 months. The Customer accepts any and all charges as determined solely by RKC Equipment, LLC. **Customer further acknowledges that the cost of any fees incurred by RKC Equipment, LLC resulting from the use of a credit card will be included in Customer's final cost.**