

USP&E RENTAL TERMS AND CONDITIONS SUPPLEMENT

USP&E Rental dba USP&E Construction, hereinafter called "LEASSOR," hereby rents and leases to the undersigned, hereinafter called "LEASSEE," and Lessee hereby rents and leases from the Leassor the following personal property equipment and articles, hereinafter collectively referred to as "EQUIPMENT," which is subject to the following terms and conditions:

- a. That the above listed equipment (see Equipment Schedule) has been received by Lessee or Lessee's designated contractors.
- b. Lessee agrees that he has been afforded the opportunity to carefully inspect and test the equipment being rented. Lessee additionally acknowledges that he has been given the right to further inspect and test said equipment prior to leaving the Leassor's premises. Upon Lessee's removing the equipment from the premises of the Leassor, it shall be conclusively presumed that the Lessee has, in fact, examined the equipment and has found it to be in good working order and accepts said equipment in an "as in" condition. Lessee waives the right of an inspection if Leassor is hired to delivery said equipment.
- c. That upon termination of this agreement, the Lessee, shall immediate return the rented equipment and all accessories and parts belonging thereto, to the place of business of said Leassor, USP&E Rental, in the same condition as received, ordinary wear and depreciation excepted, and Lessee further agrees to pay for any damage resulting from said equipment while same is in Lessee's possession or under Lessee's control, actual or otherwise.
- d. It is understood and agreed that said equipment is leased to Lessee by Leassor and will be used by the Lessee at the designated address for the stated period and solely for the purpose for which said equipment was manufactured and intended. It is further understood and agreed that the said equipment will not be removed from the address herein listed for use at any other address without the express consent of the Leassor;
- e. In the event that the Lessee desires to extend this lease beyond the expiration date originally agreed upon, it is understood and agreed that the Lessee shall immediately notify the Leassor of said desire and obtain Leassor's express approval for said extension. Lessee agrees that if any of said equipment is lost, stolen, or accidentally destroyed, Lessee will immediately notify Leassor via phone, email and in writing and will furnish Leassor with proper affidavits, satisfactory to Leassor, covering the facts of such loss, theft, or accidental destruction. The Lessee agrees that he shall be responsible for and pay the rental rate provided for herein for any such loss, stolen or accidentally destroyed equipment, from the date of occurrence of said loss, theft or accidental destruction, until Leassor is reimbursed by Lessee or Lessee's insurance carrier in full for said loss at reasonable market value of equipment to be determined solely by Leassor. Lessee understands and agrees that rental period will not terminate until said equipment, or equivalent value transferred via wire funds transfer, is furnished by Lessee and also understands that rental fees will not be applied to said equipment rental. Lessee also agrees to secure the necessary loss and liability insurance appropriate for said equipment.
- f. **WARNING!** Failure to return said equipment can, in certain circumstances, be considered theft, resulting in criminal prosecution. Your attention is directed to applicable state statutes related to failure to return equipment on demand may an act of theft and may be prosecuted whether or not equipment is subsequently recovered.
- g. In the event of any such breach of this Lease by Lessee, or failure of Lessee to pay any rental or any other charge when due, or insolvency, or bankruptcy of Lessee, or failure of Lessee to perform any promise, agreement, covenant, or condition on the Lessee's part, Leassor or his agent shall be permitted, and they are hereby authorized, to go to Lessee's or any other person's property and repossess the leased equipment without giving Lessee notice and without legal process. Lessee does hereby grant unto Leassor or Leassor's agents permission to come onto any property wherein said equipment is located for the purpose of repossessing it and Lessee agrees to reimburse Leassor for all costs and expenses incurred by the Leassor in process of repossessing said equipment from any party at any location.
- h. The exact manner in which this equipment will be used in the trade or occupation of the user and the qualifications or lack of qualifications of the user and the equipment or lack of equipment of the user are beyond the control of the Leassor. Leassor, therefore, expressly disclaims my responsibility for Lessee's compliance or failure to comply with O. S. H. A. or any other governmental safety or health regulations or standards.
- i. The operation of any leased equipment by anyone less than 21 years of age is strictly prohibited.
- j. Lessee agrees to pay interest at the highest rate permitted by law or at the rate of eighteen percent (18%) per annum, whichever is greater, upon all applicable delinquent account, and further agree to pay upon demand, all reasonable collection costs and attorney fees incurred in collection of this account.
- k. The rental rate starts when equipment leaves the Leassor's facility and stops when it is returned to such facility. No allowance is made for Saturdays, Sundays, holidays, or time in transit or for any period of time said equipment is not in use while in the Lessee's possession, unless otherwise stated in writing by management. Minimum rental period is one month (30 days).

- l. Rates on those items that have time clocks (hour meters) are based on three eight hour shifts in a twenty-four hour period. All applicable charges will be accrued and charged to Leassor's account upon a monthly basis only and will not be prorated for early returns.
- m. Leassor's failure, at any time, to require strict performance by Lessee on any of the provisions hereof shall not waive or diminish Leassor's right thereafter or with any other provisions. Leassor's rights hereunder are cumulative and are not alternative. No representations, warranties, promises, guarantees or agreements, oral or written, expressed or implied have been made by Leassor with respect to this lease of equipment, except as expressly provided herein. This lease represents the entire agreement between the parties hereto and may not be amended except by the express consent of the Lessee and Leassor or their representatives.
- n. If any clause, provision of paragraph of this agreement is found to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the remainder of this agreement and this agreement shall be governed by the laws of the State of Texas.
- o. By signing this contract, Lessee is aware of and agrees that Lessee's credit card may be charged for applicable rental fees and charges at any time Leassor deems necessary during the rental period (i.e. At outset of rental period, at one month billing increments for long-term rentals, for damages not covered by the Limited Damage Waiver, etc). All billing will be accrued and must be paid according to the standard USP&E Terms and Conditions.
- p. Rental fees will never be applied to the purchase of rental equipment unless expressly approved by US Power & Environment, LLC in writing, and signed by said owner. All rates are subject to change as of January 1 of any given year, possibly affecting existing rental contracts.
- q. **Disclaimer of Warranties:** Leassor makes no warranties, express or implies, as to the equipment's merchantability or fitness for any particular purpose. Lessee's sole remedy for any failure of or defect in equipment, shall be the hiring of a professional technician to repair or service said equipment, at Lessee's expense. Leassor shall not be responsible to Lessee or any agent or employee of Lessee or to any other party for any loss, damage or injury of any and every nature whatsoever, including any special or consequential damages caused by, resulting from, or in any way connected with the rental of said equipment, the operation or use of said equipment or any defect in or failure of said equipment. Lessee hereby agrees to indemnify and defend Leassor against any and all costs, expenses, claims or judgments, including reasonable attorney fees, investigation costs, defense expenses, and court costs for or on account of any personal injuries or property damage sustained by anyone while Lessee has possession, custody, or control of the leased equipment, arising out of the misuse of the equipment herein leased or arising out of any defect in the design or manufacture of said equipment or arising out of the Leassor's negligence or failure to warn or from any other cause or contributing cause. Rental time is based on time out, not time used. In the case of a mechanical failure, the Lessee, Lessee's employee, and/or agent must call Leassor's office within 30 minutes (888) 515-8773 or (214) 930-4908. Failure to notify Leassor in a timely fashion may result in extra repair charges being applied, regardless of mechanical failures or usefulness of equipment. It is understood and agreed by and between the said Lessee and Leassor that Lessee will immediately discontinue the use of any said equipment should said equipment, at any time, while in the Lessee's possession or under the Lessee's control, become unsafe or in a state of disrepair, and will immediately notify Leassor of said facts.
- r. Lessee is responsible to perform final check and secure the connection of any equipment of trailer attached to Lessee's vehicle. Lessee indemnifies Leassor of all responsibility should hitch not be properly attached to trailer and Lessee accepts responsibility for any damage to equipment, Lessee's vehicle or Lessee's self or passengers.

By signing below, Lessee and Leassor agree that Lessee takes full responsibility for equipment while rented and waives any claim against Leassor for direct physical loss or damage due to mechanical failure to the leased equipment including items as follows:

- a) Loss or damage resulting from overloading or exceeding the rated capacity of the equipment
- b) Loss or damage to motors or other electrical appliances or devices caused by artificial electrical current
- c) Damage to tires and/or tubes caused by blowout, bruises, cuts, punctures or other causes inherent in use of equipment
- d) Loss or damage resulting from lack of lubrication or other normal servicing of equipment
- e) Loss due to mysterious disappearance or shortage disclosed to inventory
- f) Loss or damage caused by infidelity or misuse of Lessee, his employee or person to who the equipment is entrusted
- g) Loss or damage caused by unqualified operator or operation
- h) Loss or damage of any kind during loading, unloading or transportation of equipment
- i) Use of the equipment in violation of any of the terms of this agreement or standard operating practices of said equipment