

RENTAL CONTRACT TERMS AND CONDITIONS

The Renter hereby rents to the Customer, identified by his/her signature on this Contract, the property described, subject in all terms and conditions of the Rental Contract. The Customer acknowledges and agrees as follows.

AUTHORITY TO SIGN. Any individual signing this Rental Contract represents and warrants that he/she is of legal age and has the authority/power to sign this Rental Contract on their own behalf or for the Customer.

RECEIPT AND INSPECTION OF EQUIPMENT. Customer acknowledges that Customer has inspected, or has had an opportunity to inspect, the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer is familiar with the proper operation and use of each item of Equipment, Customer has inspected, or will inspect, all hitches, bolts, safety chains, hauling tongues, and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Renter is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors.

LOADING AND UNLOADING EQUIPMENT. If Renter's employees assist in loading or unloading the Equipment, Customer agrees to assume the risk of, and shall hold the Renter harmless, any property damage or personal injuries, including damage or injuries attributable to the negligence of the Renter or its employees.

DEPOSIT. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guaranty by Customer of full and complete performance of each and all terms, covenants, and agreements to be performed by Customer, and in the event of any breach by Customer the deposit will be credited against any damages, cost or expense incurred by Renter as a result of the breach.

DISCLAIMER OF WARRANTIES. Customer accepts and rents the Equipment on an "as is" basis. RENTER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. The Renter does not guarantee that this equipment is appropriate or suited for Customer's intended use or that it is free from defects. It is understood between the parties that the Renter is not the manufacturer of said Equipment, not the agent of the manufacturer of the equipment herein rented and that no warranty against patent or latent defects in material, workmanship, or capacity is given, nor that said equipment will meet the requirements of any law, rules, ordinances, specifications, or contracts which provide for specific machinery or apparatus or special methods other than the specifications of the original manufacturer of said equipment and as set forth in the manufacturer's catalogues and representations wherein said machinery and equipment is listed and described. EXCEPT AS MAY BE SET FORTH HEREIN, RENTER DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.

WAIVER OF CLAIMS. The Customer waives all claims for personal injury, property, damage to the transported equipment, loss of time/inconvenience from use of the Equipment, or any accident or breakdown.

USE OF EQUIPMENT AND MALFUNCTIONING EQUIPMENT. Customer agrees to check filters, oil, fluid levels, and tire pressure, to clean and visually inspect the Equipment daily and to immediately notify Renter when Equipment needs repair or maintenance. Customer acknowledges Renter has no responsibility to inspect the Equipment while it is in Customer's possession. Should the Equipment become unsafe, malfunction, or require repair, Customer shall immediately cease using the Equipment and immediately notify Renter. Renter has no obligation to replace rented equipment rendered inoperable by misuse, abuse, or neglect. Customer must contact Renter immediately upon learning of defect or inoperability of the Equipment to make arrangements with Renter to replace or terminate rental charges. The Renter will replace the Equipment with similar Equipment in good working order if available. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure.

TAXES. Customer agrees to pay all taxes, license fees, or permit fees arising out of the hiring and use of Equipment. Customer agrees to pay said taxes/fees whether said taxes appear as part of the fact of this contract or whether said taxes are later claimed by the governmental authority in the event of a claim by any governmental authority for taxes arising out of the transaction. Customer agrees to pay to Renter upon demand.

PERMITTED AREA OF USE OF EQUIPMENT, NOTICE OF LOCATION, AND INSPECTION BY RENTER. Without Renter's written consent, Customer shall not remove the Equipment from the county in which it is rented. The Customer also agrees, whenever requested by Renter, to give Renter the exact location of all the machinery and equipment covered by this Rental Contract and further agrees to give Renter immediate notice of any levy attempted upon said Equipment or if said Equipment from any cause becomes liable to seizure. The Renter shall have the privilege at all times of entering any job, building, or location where the above property is being used, for the purpose of inspection, and Renter reserves the privilege of removing said machinery and equipment on twenty-four (24) hours notice if it is being overloaded or taxed beyond its capacity or in any manner being abused or neglected.

REASONABLE WEAR AND TEAR. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift, eight (8) hours per day, forty (40) hours per week, basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) except where Renter expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining, and misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; (f) damage done by acts of God, including, but not limited to, severe and unexpected wind, rainstorms, blizzards, overexposure to sun, etc.; and (g) any other damage to the Equipment not considered ordinary and reasonable in the equipment rental industry.

DAMAGED OR LOST EQUIPMENT AND REPAIRS. The Customer agrees to pay or insure for any damage to or loss of Equipment, regardless of cause, except the reasonable wear and tear, while Equipment is out of the possession of the Renter. Customer is deemed to be in possession of Equipment once off the Renter's premises. Accrued rental charges cannot be applied against the purchase or cost or repair of damaged or lost equipment. Repairs to the Equipment shall be made to the reasonable satisfaction of Renter and in a manner which will not adversely affect the operation, manufacturer's design, or value of the Equipment. Equipment damage beyond repair will be paid for by Customer at its replacement cost when rented.

TIRE/TUBE REPAIR OR REPLACEMENT. Repair or replacement of tires and tubes is the responsibility of the Customer, and is not included in the rental rate.

TITLE TO EQUIPMENT REMAINS WITH RENTER. The title to the Equipment herein and to all replacements thereof and substitutions thereof is and shall remain with Renter, and said machinery and equipment shall not become a part of any building, by being placed therein or by being annexed thereto.

All accounts are due and payable thirty (30) days following the closed (In) date on the Invoice. Past due amounts will be assessed a FINANCE CHARGE of one and one half percent (1 1/2 %) PER MONTH on the UNPAID BALANCE.

ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT. The Renter may assign its rights under this contract without the Customer's consent, but will remain bound by all obligations herein. The customer may not sublease or loan the Equipment without the Renter's express written permission. Any purported or alleged assignment by Customer without consent of Renter is void.

LATE RETURN/THEFT WARNING. Failure to return Equipment upon the expiration of due date will be considered a theft of the Equipment, resulting in reporting of such to the proper law enforcement authorities. In addition to the rental rates set forth herein, Customer agrees to pay contracted rental rate for the Equipment if retained beyond the expiration of the rental period. Renter retains the discretion to waive or access a lower fee for late return of equipment. Any extension of the Agreement must be mutually agreed upon in writing.

THEFT OF EQUIPMENT. The Customer agrees to pay for Equipment (at its replacement cost when rented) for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.

HOLD HARMLESS AGREEMENT/INDEMNIFICATION OF RENTER BY CUSTOMER. The Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment by Customer, and will take all precautions necessary to protect all persons and property from injury or damage from the Equipment. Renter shall not be responsible to Customer or any other party for, and the Customer shall hold the Renter harmless from, and agrees to defend and indemnify Renter from, any claims of third parties for loss, injury, and damages (including any attorney's fees, loss of profits, business interruption, or other special or consequential damages) to persons and property arising out of the Customer's possession, use, maintenance, instruction, operation, ownership, rental, defect in equipment, or return of equipment, however caused.

COLLECTION COSTS. Customer agrees to pay Renter all collection costs, including, but not limited to, attorney's fees, court costs and other expenses in the collection of charges or enforcement of this Contract.

CUSTOMER INSURANCE COVERAGE. Customer agrees to maintain and carry at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement, to cover any damage or liability arising from the handling, transportation, maintenance, operation, possession or use of the Equipment during the entire Rental Period. When requested, Customer shall supply to Renter proof of such insurance by Certificate of Insurance clearly setting forth the insurance coverage for the Equipment and naming Renter as loss payee and additional insured: such insurance and evidence thereof to be in amounts and form satisfactory to Renter. The Certificates of Insurance and policy shall provide that Renter shall receive not less than thirty (30) days notice prior to any cancellation of the insurance required hereunder.

TERMINATION OF AGREEMENT. Renter shall have the option at any time to terminate this Rental Contract by giving to Customer at least thirty (30) days prior written notice of termination. Should any of the provisions of this Agreement be violated by the Customer, the rental for the entire period shall become forthwith due and payable, and the Renter or its agents may, without notice, enter the premises occupied by Customer without being a trespasser thereon and take possession of and remove said Equipment with or without process of law. In the event any action as previously set forth becomes necessary, the Customer agrees to pay. In addition to other charges specified herein, all costs of removal of said machinery from the possession of the Customer and all freight, demurrage, storage, labor, or other charges on or against said property incurred during or by the removal, shipping, and return onto the possession of the Renter.

GOVERNING LAW. This Contract shall be governed in accordance with the laws of the State of Iowa.

EXCLUSIVE JURISDICTION. The Iowa District Court in and for Black Hawk County shall retain exclusive jurisdiction to enforce the terms of this Agreement and decide any claims or disputes which may arise from, result from, or be connected with this Agreement, any breach or default hereunder, or the transactions contemplated hereby. Any and all claims, action, causes of action suits and proceedings related to the foregoing shall be filed and maintained only in the Iowa district Court in and for Black Hawk County, and the parties hereby consent to and submit to the jurisdiction of the Iowa District Court in and for Black Hawk County.

COMPLIANCE WITH LAWS. Customer acknowledges that Renter has no control over the use of Equipment by Customer, and Customer agrees, at his/her own expense, to comply with all municipal, county, state, and federal laws, ordinances, and regulation, including the Occupational Safety and Health Administration Act (OSHA) which may affect the Equipment while it is in the possession of and use by the Customer. Customer shall not permit any person who is not legally qualified to use the Equipment.

OTHER PROVISIONS. (a) Any failure of Renter to insist upon strict performance by Customer of any terms and conditions of this Rental Contract shall not be construed as a waiver of Renter's right to demand strict compliance; (b) Customer has carefully reviewed this Rental Contract and waives any principle of law which would construe any provision hereof against Renter as the draftsman of this Rental Contract; (c) Should any provision of this Contract be deemed invalid or void, that section alone shall be stricken from the Rental Contract and the remaining portions of the Contract shall be deemed valid and shall be construed against both parties; (d) The Renter reserves the right without penalty or obligation to suspend shipments of equipment or materials covered by this Agreement in the event of strikes, labor or transportation interruption, accident to plant or equipment, fire, floods, acts of God, or other contingencies beyond the control of the Renter.

ENTIRE AGREEMENT. This Rental Contract represents the entire agreement between the Customer and Renter with respect to the Equipment and the rental of the Equipment. There are no oral or other representations or agreements not included herein. The Rental Contract supersedes any purchase order or other Customer provisions or forms whether sent to or received prior, or subsequent to the Rental Contract.

BINDING EFFECT. This Agreement shall be binding upon each of the parties hereto and their successors and assigns. In performance of each part of this Agreement, time is of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

RENTAL PROTECTION PLAN/DAMAGE WAIVER. (THIS PLAN IS NOT INSURANCE). The Rental Protection Plan/Damage Waiver ("Waiver") fee is 7% of the contracted rental rate for the Equipment. If the Customer elects and pays for the Waiver, Customer is not responsible for repair/replacement of any part of Equipment that needs repair/replacement when damage results from proper use of the Equipment in a manner consistent with the terms and conditions of this Rental Contract. Renter (i.e. Black Hawk Management, Inc.) shall not waive a claim, and Customer shall be responsible for 100% of loss/damage resulting from misuse of Equipment, and resulting from use of Equipment in any manner inconsistent with the terms and conditions of this Rental Contract, including but not limited to the following: overloading/exceeding the rated capacity of the equipment; loss/damage to motors, electrical appliances, electronic components, or other devices caused by artificial electric current; damage to tires and/or tubes caused by blowout, bruises, cuts, road hazards, or other causes inherent in the use of Equipment; loss/damage from lack of lubrication or other required fluids or service upon Equipment or Equipment's hydraulic cylinders; loss/damage due to theft, mysterious disappearance, or shortage disclosed on inventory; loss/damage caused by infidelity of Customer, Customer's employees, or other persons to whom use of the Equipment is entrusted; or any other use of the Equipment in violation of any of the terms and conditions of this Rental Contract.