

TERMS AND CONDITIONS OF RENTAL CONTRACT – ALL SEASONS RENT-ALL

For good and valuable consideration, you and Sare Enterprises, Inc., a Colorado corporation, d/b/a "All Seasons Rent-All" (also referred to in this Contract as "ASR," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) provided (rented or if specifically set forth on P.1, sold) to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section [or §] 6 below); "Site" means the address set forth on P.1 where the Item(s) is/are to be delivered and/or used; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer," "Lessee" and/or "Guarantor" (as applicable) identified on P.1.

2. You agree to rent from ASR the Item(s) for the period(s) specified on P.1 (the "Term"), to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all loss, theft (at the full new replacement cost), injuries and damages of, to, or associated with such Item(s), until all Rented Item(s) is/are returned to and accepted by ASR in the return condition required under this Contract (including § 11). Unless otherwise specifically agreed by ASR, all rental rates are for normal use of the Rented Item(s) on: (a) a single-event basis for party/event-related items; and (b) a single-shift basis for all other items (including equipment and tools), not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period, and otherwise in accordance with the terms hereof. Additional Rent at our highest incremental rate(s) will be due for overuse and late returns. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder for time in transit, Act(s) of God, event(s) of *force majeure* or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Except only as may otherwise be agreed in writing by ASR, you: (i) will pay us: (A) the Estimated Rent, together with any deposit(s) and/or other prepayment(s) specified on P.1 in advance (together, the "Prepayment"); and (B) all other amounts coming due hereunder upon demand; and (ii) agree that: (A) we may deduct any amount you owe us from any Prepayment; (B) no interest will accrue thereon; (C) no Prepayment will be deemed a limit of your liability to us; and (D) all Prepayments are NON-REFUNDABLE. Anything remaining with, in or on any Rented Item(s) upon return will be deemed surrendered and abandoned.

3. If we agree to deliver and/or retrieve any Item(s), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for delay(s) caused by any acts or omissions of/by you, your agents, employees or contractors, or any other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless ASR, its agents, employees, and contractors. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives and/or delivery personnel regarding the same (including status, condition, quality, utility, defects, and quantities of or with respect to the Item(s) and the Site).

4. You will ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Item(s), protect, properly maintain and care for each Item at all times, keep each Item safely and securely stored and locked when not in use, and return each Item to ASR on time at the end of the Term, complete (with all original batteries, cords, attachments and peripherals), clean, free of contamination (including asbestos, beryllium, silica and pathogens), burns, cuts, stains, discoloration and debris, and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, fully charged and/or full of the appropriate fuel, fluids and lubricants. If you fail to do so, in addition to any other amounts specified on P.1, you will promptly pay to ASR, Rent at our highest incremental rate(s) until all such Item(s) have been returned or replaced as required, and all costs and expenses we may incur in connection with such failure. You shall not, nor permit anyone else to: (i) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, **CANNABIS, CANNABINOIDS, AND ALCOHOL, WHETHER OR NOT MEDICINAL OR LEGAL**) or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Item(s); (ii) violate any Instruction, insurance policy or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (iv) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Item(s); or (v) take possession of or exercise control over any Rented Item(s), without our prior written consent (in our sole and absolute discretion). Certain Items may be delivered on pallets, or in crates, cartons, or boxes, and may be stacked, bagged, racked, folded, rolled, and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY, IMPROPER PACKING, OR PACKING ITEMS THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.

5. Except with respect to Rented Items ASR rents from one or more third parties (each, a "Third Party Owner" or "TPO") and then re-rents to you ("Re-Rented Items"), ASR owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligation to always fully and timely comply with this Contract. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) loan, share, transfer, sublease, store, surrender or assign any Rented Item(s) or this Contract, without our prior written consent (in our sole and absolute discretion). ASR may, from time to time, substitute Rented Item(s) and/or sell or assign all or any part of its interests in one or more Rented Item(s) and/or this Contract, in which event, you will attain to the assignee, who will not be responsible for any pre-existing obligations or liabilities of ASR or any TPO.

6. Upon the earlier of your receipt, or our delivery to the Site, of the Rented Item(s) unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete, free of defects, and in good order, condition and repair, fully charged and/or fueled; (ii) is appropriate for your purposes and acceptable to you; and (iii) was selected (not based on any recommendation by ASR), carefully examined and tested by you or your agent(s); and (b) you: (i) have reviewed and understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all **EPA, OSHA, MSHA, ASME, IBC, IFCC, IEEE, UL, ASSE, DOT, FMCSA and/or ANSI Standards** applicable to the Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Ventilation, AWP/MEWP training and familiarization, charging, fueling, cleaning, and site assessment requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices (including RESPIRATORY and FALL PROTECTION); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; and (v) will timely give any and all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to dig or disturb the ground surface (**Call 811 at and go to www.Colorado811.org at least 3 full business days in advance**); and (vi) will ensure that all others comply with this Contract at all times. You agree to immediately notify the authorities and ASR in the event of any theft or accident involving any Rented Item(s), and ASR if any of the other requirements of this § 6 shall be breached or proven incorrect or misleading at any time.

7. You agree to immediately cease using any Rented Item that is damaged, breaks down, or proves defective (a "Malfunction"), in which event you will immediately notify, and return the Malfunctioning Item to, ASR. Provided that such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use or otherwise deal with any Rented Item(s), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) with respect solely to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligation(s) regarding Malfunctions, all of which you waive, together with any and all direct, indirect, incidental, consequential, and special damages.

8. **SAFETY WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS AND SHOULD BE, FUELED, CHARGED, SERVICED, MAINTAINED, REPAIRED AND USED WITH EXTREME CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND LICENSED, ADULT (OVER 18 YEARS OLD) USERS, OPERATORS AND OCCUPANTS. YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL SUCH PARTIES, and ensure that each such Item is fueled, charged, used, operated and occupied safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by ASR, at the Site; (d) BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED AND/OR LICENSED ADULTS; and (e) otherwise in full compliance with this Contract, the Instructions and all applicable warranties and insurance policies, at all times. IMPORTANT: CHAIRS TYPICALLY HAVE A STATIC CAPACITY LIMIT OF 250 LBS.; DO NOT STAND OR JUMP ON CHAIRS, AND DO NOT PLACE OR ALLOW MORE THAN 250 POUNDS ON ANY CHAIR PROVIDED BY ASR.**

9. You agree to maintain all insurance ASR may require, including: (a) public and host liquor liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof; (c) workers' compensation and employer's liability insurance; and (d) if applicable (e.g., for vehicles and/or trailers) hired auto liability (with minimum limits of \$1,000,000) and physical damage (for actual cash value) insurance. All such policies shall, to the maximum extent possible: (i) name ASR as an additional insured and loss payee; (ii) waive subrogation against the Indemnitees; (iii) be primary and non-contributory; and (iv) include a severability of interests clause and such other provisions as we may require. You irrevocably appoint ASR as your agent and attorney-in-fact for purposes of submitting and negotiating claims on all such policies.

10. If and only if, we have offered, and you have paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for the first \$2500 of repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning and overloading); (iii) GPS and telematics systems, data, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs and hoses; and (b) all repair and replacement costs exceeding \$2500 in the aggregate across all Covered Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 9. Your insurance, if any, will continue to apply and will remain primary. **LDW IS NOT INSURANCE. NOR IS IT A WARRANTY.**

11. **NO WARRANTIES:** ASR is not the manufacturer or designer of any of the item(s) referenced herein, all of which are provided "as-is." Neither ASR nor any TPO, makes any warranty(ies), express or implied (including any warranty(ies) of merchantability, suitability, fitness for a particular purpose, function, design, quality, capacity, freedom from defects and/or contamination, good and workmanlike performance, as well as any warranty(ies) arising from or in connection with any course of dealing, course of performance or usage of trade) regarding any item(s) or service(s) referenced in this contract, nor does ASR or any TPO make any warranty(ies) against interference or infringement, all of which you hereby waive. No descriptions, specifications, depictions or advertisements constitute representations or warranties by ASR or any TPO. There are no warranties that extend beyond the face of this contract.

12. **INDEMNITY:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **YOU HEREBY: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, ELECTRIC SHOCK, ILLNESS, LOSS, THEFT, DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, FUELING, CHARGING, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, INSTALLATION STORAGE, CLEANING, DISINFECTION, SERVICING, REPAIR, MAINTENANCE, DELIVERY AND/OR RETRIEVAL OF THE SAME, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, ASR, EACH TPO,** and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, negligence (yours or ours) and any breach of this Contract by you, your agents and/or your employees; and **(C) WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.

13. To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property placed in, on, affixed to, or improved with, any Rented Item(s). We may, without notice or liability to you, inspect and/or monitor (in person or electronically) any Rented Item(s) at any time, and all information thereby obtained will be our property. If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of *force majeure*, or other fact(s) or circumstance(s) beyond our reasonable control, we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide, if you choose to use a credit card to complete this purchase, then you agree to pay the applicable credit card surcharge in its entirety. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you and received by us hereunder for the Item(s) identified on P.1. You agree to pay all sales, use and other taxes, and all tolls, fines, fees, assessments, and other charges related to the Rented Item(s) and this Contract. If legal action is commenced in connection herewith, we will be entitled to recover from you our associated attorneys' fees, costs, and expenses if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies.

14. This is a "net" rental. Your duties hereunder are unconditional. If you or any Guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, except to the extent covered by LDW, damaged, you will be in **DEFAULT** under this Contract, whereupon, ASR may with or without legal process or notice (and without liability to you or any Guarantor), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict and/or disable any Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage, including without limitation, all damage to crops, flora and/or fauna (for which you will indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s) at the full new replacement cost; (vi) recover from you and/or any Guarantor our associated damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available in connection (therewith, all of which shall be cumulative. Any item(s) sold to you ("Sale Items"), as provided on P.1 are provided "**AS-IS**" and "**WITH ALL FAULTS**," and are subject to the terms of this Contract (modified to address sales); provided that our obligations under § 7 shall expire and terminate 3 days after the date of purchase. All item(s) not specifically identified as Sale Items on P.1 will be deemed to be "Rented Item(s)."

15. This Contract shall be governed by and enforceable under the laws of Colorado, unless waived by ASR. Disputes arising in connection with this Contract and/or its subject matter, shall, at our option, be submitted to binding **ARBITRATION** in accordance with the rules of the American Arbitration Association before a single arbitrator, in a location selected by ASR. The arbitrator's decision shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions in connection herewith shall lie solely in the federal, state, and local courts located in or nearest to, Arapahoe County, CO (unless waived by ASR). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **YOU HEREBY WAIVE YOUR RIGHT TO TRIAL BY JURY.** This Contract, and any Addenda we provide, each of which is incorporated herein, constitute(s) the entire agreement between you and ASR superseding all other agreements and representations (including our website and advertising). If any provision of this Contract is deemed invalid or unenforceable by any court or arbitral body of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. There are no third-party beneficiaries hereto, other than the applicable Indemnitee(s). These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from ASR at any time. This Contract shall bind and be enforceable by you, All Seasons Rent-All, the other Indemnitees, and such parties' respective insurers, subrogees, successors and permitted assigns. Digital, electronic, photocopied, and facsimiled signatures and initials included hereon and/or on any Addenda will be deemed originals.

16. **THEFT WARNING:** retaining, retaining, or exercising control over anything of value of another without authorization or by means of threat or deception, or without the consent of the Lessor, or failing to return rented equipment more than 72 hours after the agreed upon time of return provided in this agreement may be deemed **THEFT** resulting in CRIMINAL PROSECUTION AND/OR CIVIL PENALTY(IES). See Colo. Rev. Stat. Ann. § 18-4-401 et seq. for details.

LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

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TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

For good and valuable consideration, you and Sare Enterprises, Inc., a Colorado corporation, d/b/a "All Seasons Rent-All" (also referred to in this Contract as "ASR," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) provided (rented or if specifically set forth on P.1, sold) to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section [or "§"] 6 below); "Site" means the address set forth on P.1 where the Item(s) is/are to be delivered and/or used; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer," "Lessee" and/or "Guarantor" (as applicable) identified on P.1.

2. You agree to rent from ASR the Item(s) for the period(s) specified on P.1 (the "Term"), to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all loss, theft (at the full new replacement cost), injuries and damages of, to, or associated with such Item(s), until all Rented Item(s) is/are returned to and accepted by ASR in the return condition required under this Contract (including § 11). Unless otherwise specifically agreed by ASR, all rental rates are for normal use of the Rented Item(s) on: (a) a single-event basis for party/event-related Items; and (b) a single-shift basis for all other Items (including equipment and tools), not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period, and otherwise in accordance with the terms hereof. Additional Rent at our highest incremental rate(s) will be due for overuse and late returns. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder for time in transit, Act(s) of God, event(s) of *force majeure* or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Except only as may otherwise be agreed in writing by ASR, you: (i) will pay us: (A) the Estimated Rent, together with any deposit(s) and/or other prepayment(s) specified on P.1 in advance (together, the "Prepayment"); and (B) all other amounts coming due hereunder upon demand; and (ii) agree that: (A) we may deduct any amount you owe us from any Prepayment; (B) no interest will accrue thereon; (C) no Prepayment will be deemed a limit of your liability to us; and (D) all Prepayments are NON-REFUNDABLE. Anything remaining with, in or on any Rented Item(s) upon return will be deemed surrendered and abandoned.

3. If we agree to deliver and/or retrieve any Item(s), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for delay(s) caused by any acts or omissions of/by you, your agents, employees or contractors, or any other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless ASR, its agents, employees, and contractors. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives and/or delivery personnel regarding the same (including status, condition, quality, utility, defects, and quantities of or with respect to the Item(s) and the Site).

4. You will ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Item(s), protect, properly maintain and care for each Item at all times, keep each Item safely and securely stored and locked when not in use, and return each Item to ASR on time at the end of the Term, complete (with all original batteries, cords, attachments and peripherals), clean, free of contamination (including asbestos, beryllium, silica and pathogens), burns, cuts, stains, discoloration and debris, and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, fully charged and/or full of the appropriate fuel, fluids and lubricants. If you fail to do so, in addition to any other amounts specified on P.1, you will promptly pay to ASR, Rent at our highest incremental rate(s) until all such Item(s) have been returned or replaced as required, and all costs and expenses we may incur in connection with such failure. **You shall not**, nor permit anyone else to: (i) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, **CANNABIS, CANNABINOIDS, AND ALCOHOL, WHETHER OR NOT MEDICINAL OR LEGAL**) or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Item(s); (ii) violate any Instruction, insurance policy or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (iv) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Item(s); or (v) take possession of or exercise control over any Rented Item(s), without our prior written consent (in our sole and absolute discretion). Certain Items may be delivered on pallets, or in crates, cartons, or boxes, and may be stacked, bagged, racked, folded, rolled, and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING, OR PACKING ITEMS**

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THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.

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6. Upon the earlier of your receipt, or our delivery to the Site, of the Rented Item(s) unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete, free of defects, and in good order, condition and repair, fully charged and/or fueled; (ii) is appropriate for your purposes and acceptable to you; and (iii) was selected (not based on any recommendation by ASR), carefully examined and tested by you or your agent(s); and (b) you: (i) have reviewed and understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, UL, ASSE, DOT, FMCSA and/or ANSI Standards applicable to the Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Ventilation, AWP/MEWP training and familiarization, charging, fueling, cleaning, and site assessment requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices (**including RESPIRATORY and FALL PROTECTION**); (iv) will use each Item only for **its intended purpose**, in a reasonable and safe manner; (v) will timely give any and all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to dig or disturb the ground surface (**Call 811 at and go to www.Colorado811.org at least 3 full business days in advance**); and (vi) will ensure that all others comply with this Contract at all times. You agree to immediately notify the authorities and ASR in the event of any theft or accident involving any Rented Item(s), and ASR if any of the other requirements of this § 6 shall be breached or proven incorrect or misleading at any time.

7. You agree to immediately cease using any Rented Item that is damaged, breaks down, or proves defective (a "Malfunction"), in which event you will immediately notify, and return the Malfunctioning Item to, ASR. Provided that such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use or otherwise deal with any Rented Item(s), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) with respect solely to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligation(s) regarding Malfunctions, all of which you waive, together with any and all direct, indirect, incidental, consequential, and special damages.

8. **SAFETY WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS AND SHOULD BE, FUELED, CHARGED, SERVICED, MAINTAINED, REPAIRED AND USED WITH EXTREME CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND LICENSED, ADULT (OVER 18 YEARS OLD) USERS, OPERATORS AND OCCUPANTS. YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL SUCH PARTIES, and ensure that each such Item is fueled, charged, used, operated and occupied safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by ASR, *at the Site*; (d) BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED AND/OR LICENSED ADULTS; and (e) otherwise in full compliance with this Contract, the Instructions and all applicable warranties and insurance policies, at all times. IMPORTANT: CHAIRS TYPICALLY HAVE A STATIC CAPACITY LIMIT OF 250 LBS.; DO NOT STAND OR JUMP ON CHAIRS, AND DO NOT PLACE OR ALLOW MORE THAN 250 POUNDS ON ANY CHAIR PROVIDED BY ASR.**

9. You agree to maintain all insurance ASR may require, including: (a) public and host liquor liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented

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Items for the full (new) replacement cost thereof; (c) workers' compensation and employer's liability insurance; and (d) if applicable (e.g., for vehicles and/or trailers) hired auto liability (with minimum limits of \$1,000,000) and physical damage (for actual cash value) insurance. All such policies shall, to the maximum extent possible: (i) name ASR as an additional insured and loss payee; (ii) waive subrogation against the Indemnitees; (iii) be primary and non-contributory; and (iv) include a severability of interests clause and such other provisions as we may require. You irrevocably appoint ASR as your agent and attorney-in-fact for purposes of submitting and negotiating claims on all such policies.

10. If and only if, we have offered, and you have paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for the first \$2500 of repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning and overloading); (iii) GPS and telematics systems, data, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs and hoses; and (b) all repair and replacement costs exceeding \$2500 in the aggregate across all Covered Item(s). **You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 9.** Your insurance, if any, will continue to apply and will remain primary. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

11. NO WARRANTIES: ASR is not the manufacturer or designer of any of the item(s) referenced herein, all of which are provided "as-is." Neither ASR nor any TPO, makes any warranty(ies), express or implied (including any warranty(ies) of merchantability, suitability, fitness for a particular purpose, function, design, quality, capacity, freedom from defects and/or contamination, good and workmanlike performance, as well as any warranty(ies) arising from or in connection with any course of dealing, course of performance or usage of trade) regarding any item(s) or service(s) referenced in this contract, nor does ASR or any TPO make any warranty(ies) against interference or infringement, all of which you hereby waive. **No descriptions, specifications, depictions or advertisements constitute representations or warranties by ASR or any TPO.** There are no warranties that extend beyond the face of this contract.

12. INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **YOU HEREBY: (A) ASSUME ALL RISK** OF PERSONAL AND BODILY INJURY, ELECTRIC SHOCK, ILLNESS, LOSS, THEFT, DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, FUELING, CHARGING, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, INSTALLATION, STORAGE, CLEANING, DISINFECTION, SERVICING, REPAIR, MAINTENANCE, DELIVERY AND/OR RETRIEVAL OF THE SAME, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); **(B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, ASR, EACH TPO,** and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, negligence (yours or ours) and any breach of this Contract by you, your agents and/or your employees; and **(C) WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.

13. To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property placed in, on, affixed to, or improved with, any Rented Item(s). We may, without notice or liability to you, inspect and/or monitor (in person or electronically) any Rented Item(s) at any time, and all information thereby obtained will be our property. If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of *force majeure*, or other fact(s) or circumstance(s) beyond our reasonable control, we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to

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any debit or credit card(s) you provide. If you choose to use a credit card to complete this purchase, then you agree to pay the applicable credit card surcharge in its entirety. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you and received by us hereunder for the Item(s) identified on P.1. You agree to pay all sales, use and other taxes, and all tolls, fines, fees, assessments, and other charges related to the Rented Item(s) and this Contract. If legal action is commenced in connection herewith, we will be entitled to recover from you our associated attorneys' fees, costs, and expenses if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies.

14. This is a "net" rental. Your duties hereunder are unconditional. If you or any Guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, except to the extent covered by LDW, damaged, you will be in **DEFAULT** under this Contract, whereupon, ASR may with or without legal process or notice (and without liability to you or any Guarantor), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict and/or disable any Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage, including without limitation, all damage to crops, flora and/or fauna (for which you will indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s) at the full new replacement cost; (vi) recover from you and/or any Guarantor our associated damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available in connection (t)herewith, all of which shall be cumulative. Any item(s) sold to you ("Sale Items"), as provided on P.1 are provided "**AS-IS**" and "**WITH ALL FAULTS**," and are subject to the terms of this Contract (modified to address sales); provided that our obligations under § 7 shall expire and terminate 3 days after the date of purchase. All item(s) not specifically identified as Sale Items on P.1 will be deemed to be "Rented Item(s)."

15. This Contract shall be governed by and enforceable under the laws of Colorado, unless waived by ASR. Disputes arising in connection with this Contract and/or its subject matter, shall, at our option, be submitted to binding **ARBITRATION** in accordance with the rules of the American Arbitration Association before a single arbitrator, in a location selected by ASR. The arbitrator's decision shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions in connection herewith shall lie solely in the federal, state, and local courts located in or nearest to, Arapahoe County, CO (unless waived by ASR). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **YOU HEREBY WAIVE YOUR RIGHT TO TRIAL BY JURY.** This Contract, and any Addenda we provide, each of which is incorporated herein, constitute(s) the entire agreement between you and ASR superseding all other agreements and representations (including our website and advertising). If any provision of this Contract is deemed invalid or unenforceable by any court or arbitral body of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. There are no third-party beneficiaries hereto, other than the applicable Indemnitee(s). These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from ASR at any time. This Contract shall bind and be enforceable by you, All Seasons Rent-All, the other Indemnitees, and such parties' respective insurers, subrogees, successors and permitted assigns. Digital, electronic, photocopied, and facsimiled signatures and initials included hereon and/or on any Addenda will be deemed originals.

16. THEFT WARNING: Obtaining, retaining, or exercising control over anything of value of another without authorization or by means of threat or deception, or without the consent of the Lessor, or failing to return rented equipment more than 72 hours after the agreed upon time of return provided in this agreement may be deemed THEFT resulting in CRIMINAL PROSECUTION AND/OR CIVIL PENALTY(IES). See Colo. Rev. Stat. Ann. § 18-4-401 et seq. for details.