

Pine Belt Rentals LLC

Terms and Conditions

1. DEFINITIONS. “Authorized Individuals” are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. “Customer” is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. “Environmental Services Charge” is the charge described in Section 17. “Equipment” is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. “Incident” is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. “Lost” means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. “FMV” is the Equipment’s fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. “One Shift” means not more than 8 hours per day, 10 hours per weekend and 40 hours per week on Equipment with hour meters. “Ordinary Wear and Tear” means normal deterioration considered reasonable in the equipment rental industry for One Shift use. “Party” means Pine Belt Rentals LLC or Customer and together both are the “Parties”. “Pick-Up Number” is the number Customer obtains from Pine Belt Rentals LLC evidencing the Customer’s call to pick up Equipment. “Rental Period” commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Pine Belt Rentals LLC during normal business hours, provided Customer has otherwise complied with this Contract. “Site Address” is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. “Store” is the Pine Belt Rentals LLC location identified earlier. “Pine Belt Rentals LLC” is Pine Belt Rentals LLC and its affiliated companies, their respective officers, directors, employees and agents. “Telematics Data” is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. “Transportation Surcharge” is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2. TERMS. Customer’s execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Pine Belt Rentals LLC and Customer upon Customer’s receipt of Pine Belt Rental LLC’s Equipment under those contracts. Customer rents the Equipment from Pine Belt Rentals LLC pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Pine Belt Rental LLC and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3. PERMITTED USE. Customer agrees and warrants that (a) Pine Belt Rentals LLC has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use

and its return to Pine Belt Rentals LLC, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Pine Belt Rentals LLC to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Pine Belt Rentals LLC if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Pine Belt Rentals LLC all information needed or requested regarding the operation of the Equipment; (g) Pine Belt Rentals LLC is not responsible for providing operator or other training unless Customer specifically requests in writing and Pine Belt Rentals LLC agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Pine Belt Rentals LLC is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Pine Belt Rentals LLC with accurate and complete information, which Pine Belt Rentals LLC relies upon to provide the appropriate Equipment to Customer.

4. PROHIBITED USE. Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Pine Belt Rental's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5. MAINTENANCE. Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Pine Belt Rentals LLC or its agents, but Pine Belt Rentals LLC has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Pine Belt Rentals LLC determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Pine Belt Rentals LLC has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Pine

Belt Rentals LLC and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Pine Belt Rentals LLC shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Pine Belt Rentals LLC's breach of this Section. Notwithstanding Pine Belt Rentals LLC's service commitment, if Customer breaches this Contract, Pine Belt Rentals LLC shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6. CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify Pine Belt Rentals LLC, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Pine Belt Rentals LLC or its agents investigate; (c) immediately submit copies of all police or other third party reports to Pine Belt Rentals LLC; and (d) as applicable, pay Pine Belt Rentals LLC, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Pine Belt Rentals LLC shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7. NO WARRANTIES. PINE BELT RENTALS LLC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST PINE BELT RENTALS LLC ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES PINE BELT RENTALS LLC ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF PINE BELT RENTALS LLC'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH PINE BELT RENTALS LLC RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.

8. RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS PINE BELT RENTALS LLC ENTITIES HARMLESS AND AT PINE BELT RENTALS LLC'S REQUEST, DEFENDS PINE BELT RENTALS LLC ENTITIES (WITH COUNSEL APPROVED BY PINE BELT RENTALS LLC), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING

ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

9. INSURANCE. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Pine Belt Rentals LLC and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Pine Belt Rentals LLC to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Pine Belt Rentals LLC with certificates of insurance to pinebeltrentals@yahoo.com evidencing the coverages required above prior to any rental and any time upon Pine Belt Rentals LLC's request. To the extent Pine Belt Rentals LLC Entities carry any insurance, Pine Belt Rentals LLC Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise. An optional damage insurance is available for purchase from Pine Belt Rentals upon request or offer from Pine Belt Rentals but is NOT required.

10. RENTAL RATES. The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Pine Belt Rentals LLC; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but

not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge. The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Pine Belt Rentals LLC collects these fees as revenue and uses them at its discretion.

11. PAYMENT. Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Pine Belt Rentals LLC approves Customer's executed commercial credit application. Commercial customers who are approved for Pine Belt Rentals LLC's extended payment terms must pay, in arrears, upon receipt of Pine Belt Rentals LLC's invoice, either by cash, check or ACH. Customer must notify Pine Belt Rentals LLC in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Pine Belt Rentals LLC's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Pine Belt Rentals LLC for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Pine Belt Rentals LLC for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. **CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES PINE BELT RENTALS LLC TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.** Pine Belt Rentals LLC may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Pine Belt Rentals LLC's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

12. RETURN OF EQUIPMENT. Pine Belt Rentals LLC may terminate this Contract at any time, for any reason. The Equipment shall be returned to Pine Belt Rentals LLC (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants.) Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Pine Belt Rentals LLC delivered the Equipment to Customer, Customer shall notify Pine Belt Rentals LLC that the Equipment is ready to be picked up at the Site Address and obtain and Pick-Up number, which Pick-Up Number Customer should keep

as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Pine Belt Rentals LLC confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours unless otherwise stated by and agreed to by Customer and Pine Belt Rentals LLC. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

13. PURCHASES. If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Pine Belt Rentals LLC sells and delivers such items to Customer on an **"AS IS, WHERE IS"** basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Pine Belt Rentals LLC of the full purchase price of the item, Pine Belt Rentals LLC retains title to the item until Customer has paid in full.

14. DEFAULT. Customer shall be in default if Pine Belt Rentals LLC deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Pine Belt Rentals LLC's demand; or (f) is in default under any other contract with Pine Belt Rentals LLC. If a Customer default occurs, Pine Belt Rentals LLC shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Pine Belt Rentals LLC's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Pine Belt Rentals LLC shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST PINE BELT RENTALS LLC ENTITIES FOR SUCH REPOSSESSION.**

15. CRIMINAL WARNING. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

16. ENVIRONMENTAL SERVICES CHARGE. To promote a clean and sustainable environment, Pine Belt Rentals LLC takes various measures to comply with applicable environmental regulations, as well as with Pine Belts Rentals LLC's own policies. Pine Belt Rentals LLC also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Pine Belt Rentals LLC assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Pine Belt Rentals LLC collects as revenue and uses at its discretion.

17. FUEL. For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a “convenience charge” will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Full Option – if Customer returns the Equipment with at least as much fuel as when it was received (most Pine Belt Rentals LLC Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

18. ACCOUNT SUSPENSION/TERMINATION/BLOCKING: Pine Belt Rentals LLC reserves the right to suspend, terminate, and/or block customer accounts for any reason, including, but not limited to, suspicious/malicious activity or the account being compromised in any way.

19. LIMITATION OF PINE BELT RENTALS LLC'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT PINE BELT RENTALS LLC'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM PINE BELT RENTALS LLC'S, PINE BELT RENTALS LLC ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

20. JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND PINE BELT RENTALS LLC HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

21. ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR PINE BELT RENTALS LLC, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

23. COMPLIANCE WITH EXPORT AND IMPORT LAWS. Removal of the Equipment from the United States (“U.S.”) is prohibited under this Contract. If Customer desires or causes the

transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Pine Belt Rentals LLC's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur.

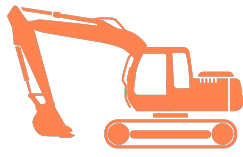
24. COLLECTION OF DATA. Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Pine Belt Rentals LLC, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.pinebeltrentals.com/privacypolicy.

25. GOVERNING LAW. The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

26. FORCE MAJEURE. Pine Belt Rentals LLC shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Pine Belt Rentals LLC's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Pine Belt Rentals LLC.

27. MISCELLANEOUS. This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Pine Belt Rentals LLC's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Pine Belt Rentals LLC to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver

and perform this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.



Pine Belt Rentals

Equipment Rentals

OPTIONAL DAMAGE INSURANCE

****CALL BEFORE YOU DIG *811**

Insurance is optional up until a 7 day rental period is exceeded. After the rental exceeds 7 days the insurance will become mandatory. Under the Pine Belt Rental's Rental Agreement, the customer renting the equipment is responsible to Pine Belt Rentals, LLC for any loss or damage to the equipment and for its return in the same condition in which received, except for normal wear and tear.

If the customer chooses to purchase damage insurance from Pine Belt Rentals, they are not purchasing FULL COVERAGE insurance of any or all equipment rented. The damage insurance provided by Pine Belt Rentals is to cover any items in or on equipment found to be faulty or caused by everyday use or acts of God, such as, hail, flood, lightning, or any natural disaster. The purchase amount of this damage insurance is on average 15% of the rental price and is not to exceed \$250.00 and is NON-REFUNDABLE.

Customer is responsible for inspecting equipment for any damage at the beginning of the rental period. If damage is to be found prior to any use by the customer while equipment is in the possession of Pine Belt Rentals, the customer must immediately report damage to Pine Belt Rentals and is not to use equipment until damage is acknowledged, repaired, or replaced. Any use of equipment by customer is acknowledgment of current condition and acceptance of said equipment.

This insurance policy does NOT cover gross misuse, neglect, theft, total loss, fire, acts of terror, use of equipment in a manner not intended for its purpose or ability, or destruction. Any damage is to be inspected by Pine Belt Rentals and determined whether gross misuse, neglect, theft, total loss, fire, acts of terror, destruction, or any damage has occurred and therefore customer will be responsible for such damage. If any damage that exceeds 40% of the fair market value of the equipment the customer is responsible for 100% of the FMV of equipment prior to the damage.

This policy covers items on equipment that are found to be faulty or worn due to NORMAL use of equipment. Equipment parts, hoses, pins, or any necessary items for basic operational use of equipment are the only items eligible for coverage of this policy. Items such as radios, air conditioning, sound alarms, or any items not absolutely required for basic operation of equipment is not eligible for coverage under this policy.

Purchase of this damage insurance in addition to acceptance of Rental Agreement is acceptance of the terms herein.



Fees & Optional Charges

PINE BELT RENTALS ENVIRONMENTAL FEE

In order to meet the equipment needs of our valued customers, Pine Belt Rentals handles potentially hazardous materials like fuel, oil, cleaners, batteries, and sediment every day. Proper management of these materials and their by-products is expensive, but we are committed to protecting the environment and our communities. As a result, Pine Belt Rentals invests in solutions intended to minimize impacts to our environment and comply with Federal, State/Provincial, and local regulations, such as containing our potentially hazardous materials, treating our wash bay run-off/waste, and proper disposal or recycling of oil, filters, fluids, tires, batteries, and shop waste.

The Pine Belt Rentals Environmental Fee is not a government mandated tax or fee. This fee helps offset a wide-range of environmental-related risks and expenses (direct and indirect) incurred through activity of our rental fleet, such as:

- Waste disposal
- Oil recycling
- Fuel and fluid handling
- Construction and operation of cleaning facilities
- Treating our wash bay run-off / waste
- Investment in low emission rental assets (i.e. Tier IV)
- Governmental reporting
- Administrative costs

This fee is not intended for any particular purpose or placed in an escrow account. It becomes part of Pine Belt Rentals revenue and is used at our discretion. This fee is intended to be added to each piece of rental equipment identified as having a potential for environmental impact, and in accordance with the groupings set forth in the following chart:

Tier	What does each tier represent?	How is the fee calculated?	What is the rate of the fee?*	What is the minimum charged?
1	Equipment requires no cleaning	No charge	0.00%	N/A
2	Equipment requires general cleaning	% of rental rate	1.25%	\$1.00 USD or CAD
3	Equipment contains propane, kerosene, battery, hydraulic fluid, or natural gas	% of rental rate	1.50%	\$1.00 USD or CAD
4	Equipment contains a combustion engine	% of rental rate	1.95%	\$1.00 USD or CAD

*Percentage charged against the total rental amount

Any errors or omissions from the groupings above are not intentional and will be corrected once identified. Cleaning requirements deemed excessive may be invoiced through a specific line item charge and are not collected through or reflected in any environmental charge.

FUEL PAYMENT OPTIONS

Pine Belt Rentals allows you to choose how you want to replace the fuel used before returning your equipment. For fuel replacement, Pine Belt Rentals provides two options: Pay for fuel used on return or return full.

PAY ON RETURN OPTION

With this option, you can pay the full-service fuel price per quarter tank of fuel used. This is an easy, timesaving option where you only pay for the fuel you use. Please ask a Pine Belt Rentals staff member for the price of fuel per quarter tank as each piece of equipment differs in price.

RETURN FULL OPTION

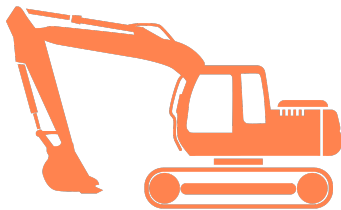
This option is returning the equipment full of fuel. You will not be charged for any fuel at the time of return assuming the tank and meter reads full.

EQUIPMENT RUN TIME

Every rental “day” is a 24 hour period however, every equipment item is allowed 8 hours of run time per “day”. If customer exceeds the 8 hour allotment, a charge per hour will be incurred and hourly rate will be based on which equipment item is rented. Hour charges will be compiled until 6 hours of overage hours are reached and after 6 hours, a standard “day” rate will replace the hourly charges. Please ask a Pine Belt Rentals staff member for the price of overage hours as each piece of equipment differs in price.

www.pinebeltrent.com

601-516-1168



Pine Belt Rentals
Equipment Rentals