

TERMS AND CONDITIONS

EZ Equipment Rentals LLC, (Lessor) agrees to rent to the equipment identified in the Rental Agreement to Renter, who agrees to these terms:

1. Lessor rents to the firm or person executing the reverse side (Renter) the equipment and accessories described on the face of this Agreement (Equipment).

2. Renter agrees: (a) That the Equipment is the property of the Lessor; (b) That Renter has inspected the Equipment in the presence of the Lessor and that it is received by Renter in good condition mechanically and otherwise; (c) That no repairs, adjustments, or replacement of any parts will be made without Lessor's written authorization; (d) That the Equipment will be operated under Renter's exclusive control and only in connection with Renter's business; (e) That any subletting or reletting of the Equipment is prohibited and will render this Agreement void; (f) That these terms apply equally to any substituted Equipment; (g) To pay all Equipment rental charges and costs in this Agreement.

3. Renter agrees that the Equipment shall not be used, transported, or operated: (a) In violation of any law, ordinance, rule or regulation of any government agency or body; (b) By any person except the Renter, his employer, or any person regularly employed by such Renter; (c) By any person under the influence of intoxicants or drugs, or suffering from any incapacity affecting the ability to drive; (d) Outside the scope of the driver's employment and the usual course of business of the Renter; (e) To transport Hazardous Materials, as defined by the Department of Transportation in 49 CFR Part 172; or Hazardous Waste as defined by the EPA in 40 CFR Part 261.

4. Renter agrees, at its own cost and expense, to insure the Equipment against burglary, theft, fire, and vandalism in the amount of the equipment's value (\$40,000) and procure and maintain general liability insurance with minimum limits of \$1 million per occurrence / \$2 million aggregate for bodily injury and \$1 million for property damage in a form and with insurance companies that are satisfactory to Lessor. All insurance policies shall name both Renter and Lessor as insured, and copies of the policies and receipts for the payment of premiums shall be furnished to Lessor. Each damage policy shall provide for payment of all losses directly to the Lessor. Each liability policy shall provide that all losses be paid on behalf of Renter and Lessor as their respective interests appear. Each insurance company shall agree that it will give Lessor 30 days prior written notice of any alternation or cancellation of any policy.

5. Renter agrees to defend, indemnify, and hold harmless Lessor against, and release Lessor regarding: (a) Any claim or cause of action for death or injury to persons or loss or damage to property over the limits of liability insurance provided for herein, arising out of or caused by the use of the Equipment rented, and any such claims or causes of action which Lessor would not otherwise under the terms, be required to pay; (b) Any claim or cause of action for death to persons or loss or damage to property, whether or not covered by insurance, arising out of or caused by Renter's use of the Equipment; (c) All loss, damage, cost, and expense resulting from Renter's violation of any terms of this agreement or breach of Renter's warranties as expressed herein; (d) All loss or damage to the Equipment during the rental period; (e) The value of all tires, tools, and accessories lost or stolen from the Equipment; (f) All costs of repossessing the Equipment, including but not restricted to attorney's fees and court costs incurred in connection therewith; (g) the rental charges for and as long as the Equipment is out of service due to accident or misuse of Equipment besides all insurance charges mentioned here on; (h) Any fines or penalties including forfeiture of seizure resulting from use of the Equipment.

6. Renter agrees to report/notify any accident, loss or damage to the Equipment to the Lessor immediately and in writing within 24 hours after such accident, loss or damage at the location wherein the Equipment was first delivered to the Renter and must immediately deliver to Lessor at that location or to the insurer every legal process, pleading or paper of any kind relating to any claim, demand, suit or proceeding received by Renter. Renter agrees to cooperate with Lessor and the insurer in the investigation and defense of any claim or suit.

7. Lessor may invoice Renter on a calendar monthly basis, weekly basis, or every seven days. Renter agrees to pay Lessor upon receipt of any invoice: (a) rental charges computed at the rates specified on the reverse side for the period until the Equipment is returned to Lessor; (b) Any other amounts or charges due; (c) All costs of collection including actual attorney's fees incurred in connection with the collection of any amounts payable by Renter to Lessor under the provisions of this Agreement through an attorney or collection agency whether collected by suit or otherwise; (d) Renter agrees to pay a 1-1/2% per month late charge on all past due balances, or the maximum allowable interest charge under state law.

8. Renter agrees to return the Equipment to the location from which the Equipment was delivered, empty and ready for use again. Renter shall return the Equipment at the time designated on page 1. If no time is designated on page 1 for the return of the Equipment, Renter agrees to return the Equipment within seven (7) days after Equipment is rented which is the date inserted in the Time Out section of page 1 unless both parties agree otherwise.

9. Lessor reserves the right to inspect the Equipment at any time during the term of this rental wherever the Equipment may be located. If a violation occurs or default by the Renter regarding the terms of this Agreement Lessor may recover the Equipment wherever it may be located and terminate this contract.

10. If Renter fails to return the Equipment to the place specified in this Agreement, and within three days after Lessor sent a written demand, such failure shall constitute an unauthorized taking, use, and operation of the Equipment, and the Lessor may thereafter consider such Equipment stolen and take steps which Lessor deems reasonable and necessary to recover the Equipment.

11. Upon default in the payment of any invoice, or upon a breach of any other term of this Agreement, or if during the term of this Agreement bankruptcy or insolvency proceedings are commenced by or against Renter, a receiver is appointed for the business of Renter, or Renter discontinues business, Lessor shall have the right without notice or demand to terminate this Agreement, but termination shall not release Renter from paying any unpaid invoices or other damages sustained by Lessor. If upon any termination of this lease Remitter fails or refuses to return the Equipment to Lessor, Lessor shall have the right to enter upon Renter's premises and take possession of and remove the Equipment without legal process. Renter releases any claim or right of action for trespass or damages caused by the entry and removal. Lessor can pursue any other remedies it has for unpaid rent or other damages or breach of any other terms of this lease. Renter shall pay all expenses, including actual attorney fees and costs, that Lessor pays or incurs to enforce the terms of this Agreement.

12. Lessor may assign the lease without Lessee's consent. This Agreement contains the entire agreement between the parties, cannot be modified except in writing and signed by Lessor and Lessee, shall be binding upon the parties and their legal representatives, heirs, successors, and assigns, can be specifically enforced, and shall be governed by Michigan law.

Renter Initials