

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

For good and valuable consideration, you and HHR Services, LLC, a Louisiana limited liability company (hereinafter, "Lessor," "HHR," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" means P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section ["§"] 5 below); "Site" means the agreed (by HHR) location where the Rented Item(s) is/are to be used; and "Lessee," "you" and "your" mean the "Lessee" identified on P.1.

2. You agree to rent from HHR and HHR agrees to rent to you the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay us our stated Rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by HHR in the proper return condition as required under § 7. Unless otherwise specifically agreed by HHR, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per calendar day, 40 hours per 7-day period, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" described in § 5. Additional prorated Rent will be charged for late returns and overuse. If you fail to return the Rented Item(s) on the scheduled return date set forth on P.1, this Contract may, at the sole option of HHR, be considered tacitly reconducted until such time that all Rented Item(s) are returned and accepted by HHR. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay HHR: (i) any deposit, together with the Estimated Rent, specified on P.1 in advance of the Term (the "Prepayment"); and (ii) any other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; and (iii) no Prepayment will be deemed a limit of your liability to HHR. Unless otherwise agreed in writing by HHR: (A) no allowance will be made for any period(s) of nonuse; and (B) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in or on any Item(s) upon return to HHR will, at our option, be deemed abandoned.

3. Except with respect to Items that HHR rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), HHR owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including Re-Rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. **You SHALL NOT loan, transfer, sublease or assign any Rented Item or this Contract without the prior written consent of HHR** (a transfer of over 50% of the equity or voting control of Lessee will be deemed a "transfer"). HHR may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of HHR.

4. You agree to ensure the Site is reasonably safe, secure and fit for use of the Rented Item(s). If we agree to provide any service(s) (including delivery, setup and/or retrieval) you will: (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. HHR will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend and hold harmless HHR. If you are not present upon our delivery or retrieval of any Item(s), you agree to accept: (i) full responsibility for such Item(s) upon such delivery; and (ii) the statements of our representatives regarding the Item(s) (including status, condition, quality and quantities).

5. 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 and in good order, repair and operating condition; (ii) is appropriate for your purposes and is in all ways acceptable to you; and (iii) was

selected (not based on any recommendation by HHR), examined and inspected by you or your agent(s); and (b) you: (i) have received, read and understood all training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable EPA, OSHA, NFPA, IFC, IBC, ASME, ASSE, IEEE, DOT, FMCSA and/or ANSI Standards pertaining to such Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (**including Tier 4, silica dust and electronic logging device requirements**); (iii) have been advised of the need to use all recommended/required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give any required notice(s) to, and obtain all necessary licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies, and the Site's owner, and you will ensure 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 and go to www.laonecall.com**) at least 3 full business days in advance; (vi) will immediately cease using any Item that is damaged, breaks down, malfunctions or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract. You will notify us immediately if any of the above statements is/are or becomes untrue or misleading.

6. In the event of a Malfunction, you will immediately notify, and return the Malfunctioning Item to, HHR, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of any provision of this Contract by, you or anyone you permit to use or deal with such Item(s), we will, at our option: (a) repair the subject Item; (b) provide you with a comparable Item; or (c) return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE.** HHR will have no other obligation(s) or liability(ies) regarding Malfunctions, all of which you waive.

7. **WARNINGS: POWERED TOOLS AND EQUIPMENT CAN BE DANGEROUS** AND SHOULD BE SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE, **ONLY FOR ITS/THEIR INTENDED PURPOSE(S)**, AND ONLY BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, INSTRUCTED, AND IF APPLICABLE, **LICENSED**, ADULTS. Accordingly, you agree to protect and properly service and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay us: (a) Rent for each succeeding full rental period until all Item(s) have been returned or replaced as required; and (b) all costs and expenses we may incur in connection with such failure. Please refer to Louisiana Civil Code article 2692 for lessee liability for the rental of movables: The lessee is bound to repair damage to the thing caused by his fault or that of persons who, with his consent, are on the premises or use the thing, and to repair any deterioration resulting from his or their use to the extent it exceeds the normal or agreed use of the thing.

8. YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S), and ensure that each such Item is used safely and only: (a) **for its intended purpose(s)**; (b) within its rated capacity; (c) at the Site; (d) **BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED AND/OR LICENSED (AS APPLICABLE) ADULTS;** and (e) otherwise in full compliance with this Contract, the Instructions and all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any applicable law, policy of insurance or warranty; (iii) expose any Rented Item(s) to any explosive, caustic, corrosive, radioactive or otherwise harmful or hazardous substance(s) or circumstance(s); or (iv) without our prior consent (which may be granted, conditioned or withheld in our sole and absolute discretion), take possession of or exercise control over any Rented Item. **You are not permitted to alter, modify or make changes, material or otherwise, to any Rented Item(s) during the Term.**

9. You agree to maintain all insurance HHR deems necessary, which may include without limitation: (a) liability insurance with minimum limits of up to \$1,000,000 per occurrence; and (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement value thereof. Such policies shall, as applicable: (i) name HHR and, if requested by HHR, each TPO, as an additional insured and loss payee; (ii) waive subrogation against

them; (iii) be primary and non-contributory (HHR's insurance will be excess); and (iv) include such other provisions (including deductibles) as HHR may require.

10. HHR IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "AS-IS". NEITHER HHR NOR ANY TPO MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) regarding any Item(s) or Service(s) provided hereunder, nor does HHR or any TPO make any warranty against INTERFERENCE OR INFRINGEMENT, all of which you waive. No depictions, models, samples, descriptions, specifications, recommendations or advertisements shall be deemed representations or warranties by HHR or any TPO. To the maximum extent permitted under Louisiana Civil Code 2699, by signing herein, you hereby expressly waive any Lessor's warranty provided under Louisiana law.

11. INDEMNITY/HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY(IES), LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, ALL RENTED ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE HHR AND EACH TPO FROM, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS HHR AND EACH TPO, AND THEIR RESPECTIVE MANAGERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES"), FOR, FROM AND AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH: (I) THE RENTED ITEM(S); (II) EACH OF THE ABOVE REFERENCED RISKS; AND/OR (III) YOUR BREACH OF ANY ONE OR MORE OF THE TERMS OF THIS CONTRACT; AND (C) WAIVE all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, however arising, against HHR and each TPO.

12. If and *only if*, we have offered, and you have elected to purchase the OPTIONAL LIMITED DAMAGE WAIVER ("LDW") and paid the non-refundable LDW fee set forth on P.1 prior to commencement of the Term, then with respect *solely* to the Item(s) covered by LDW ("Covered Items"), you will have no liability to HHR for 80% of the cost to repair or replace such Covered Items if they suffer physical damage during the Term; provided however, that **you will remain fully liable to HHR for:** (a) all Item(s) not covered by LDW; (b) a deductible equal to 20% of all repair/replacement costs for Covered Items; (c) all damage to and/or loss of Covered Item(s) caused in whole or in part by: (i) your breach of this Contract; (ii) theft or any other failure to return Covered Item(s); (iii) gross negligence, recklessness, misuse and/or abuse (including without limitation, overturning, overloading and improper fueling); (iv) use of alcohol or drugs; and/or (v) use of any Rented Item in violation of any applicable law, policy of insurance or warranty; (d) all damage to batteries, tires, tubes, belts, tracks, booms, chains, knobs and hoses; and (e) all cleanup costs. You may decline LDW if you comply fully with § 9 (See P.1). **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

13. Your duties hereunder are unconditional. If you or any guarantor: (a) fail to fully and timely comply with, any provision of this Contract; (b) provide any incorrect or misleading information to HHR; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or damaged (except to the extent covered by LDW), you will be in default, whereupon, HHR may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from any

automatic stay; (iii) recover, lock, empty and/or disable the Rented Item(s) without being guilty of trespass or liable for personal injuries or property damage (for which you agree to indemnify, defend and hold harmless HHR); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor (as joint and several obligors) our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the remainder of the Term, interest and attorneys' fees, which shall be at least 25% on all open accounts per La.R.S. § 9:2781); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

14. To the maximum extent permitted under applicable law, you hereby grant to HHR: (a) a lien on all real property improved with and/or on which may be located or used, any Rented Item(s); and (b) the right to claim on any bond posted in connection therewith. We may, without notice or liability to you, monitor (in person, electronically and/or via telematics) and/or inspect any Rented Item(s) at any time, and all information thereby obtained will be the sole and exclusive property of HHR. If any performance required of HHR is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize HHR to submit for payment on any debit or credit card you provide all amounts due and coming due hereunder. You agree to pay HHR the maximum lawful charge for any check you write which is returned unpaid. **HHR's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the subject matter of this Contract, and that allocation is reflected in a reduced Rent. You agree to pay all taxes (including all sales, use and other taxes), fines, fees, assessments and other charges related to each Item. Should any legal action be commenced in connection with this Contract, HHR will be entitled to recover its costs and expenses associated therewith (including without limitation, attorneys' fees) from you if HHR prevails. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any right or remedy HHR may have, all of which are cumulative.

15. You acknowledge that this Contract: (a) constitutes a true operating lease and not a disguised financing; (b) is fair and reasonable under the circumstances; and (c) shall be interpreted under the laws of the State of Louisiana, with proper venue for any and all associated civil legal proceedings lying solely and exclusively in the federal, state and local courts located in or nearest to Natchitoches Parish, LA (unless waived by HHR). You consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. This Contract represents the entire agreement between you and HHR, superseding all other agreements and representations, including our website and advertising. The terms of this Contract are severable. If any provision of this Contract shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract cannot otherwise be amended or extended except in a writing signed by HHR. Time is of the essence. There are no third-party beneficiaries hereto other than the TPO(s), if any (each of whom will be deemed an intended third-party beneficiary of your promises and obligations hereunder). **These Terms and Conditions will be deemed to apply not only to all Item(s) identified on P.1, but also to all other Items you obtain from HHR** (except only as otherwise agreed by HHR). Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract and/or any applicable Addenda(um) shall be deemed originals.

16. **Warning:** Obtaining by false pretenses and/or failing to timely return or surrender leased movables may be deemed **THEFT**, resulting in **CRIMINAL PROSECUTION AND/OR CIVIL PENALTY(IES)**. See Louisiana Revised Statutes, §§14.220.1 and 14:67, *et seq.*, as well as Louisiana Civil Code, Article 2315, *et seq.*, and their respective successor provision(s) for details.