

EQUIPMENT RENTAL AGREEMENT TERMS & CONDITIONS

Lessor Camas Creek Enterprises, LLC, an Idaho limited liability company (“Lessor”), hereby agrees to lease to the above-referenced Lessee (“Lessee”), and Lessee hereby agrees to lease from Lessor, the equipment (the “Equipment”) described in the invoice provided concurrently herewith, which is incorporated herein by reference (the “Invoice”), subject to the terms and conditions of this rental agreement (the “Agreement”) set forth below.

1. Rental Term; Return of Equipment. The rental term is identified in the Invoice. At the end of the rental term, or upon the earlier termination of this Agreement in accordance herewith, Lessee shall return the Equipment to Lessor at Lessor’s address listed in the Invoice during regular business hours in the same condition as when it was received, subject only to reasonable wear and tear; provided, however, that Lessor may elect, in its sole and absolute discretion, to retrieve the Equipment from Lessee during regular business hours, in which case Lessee shall return the Equipment to Lessor in that location at the end of the rental term. Lessee's right to possess the Equipment terminates at the end of the rental term. Retaining possession of the Equipment after the rental term constitutes a material breach of this Agreement.

2. Rent.

a). Payment. Unless the Invoice or a written instrument executed by Lessor and Lessee indicates otherwise, Lessee shall prepay the full Invoice total to Lessor in advance upon execution of this Agreement if the rental term is equal to or less than one week. If the rental term is greater than one week, Lessee shall prepay to Lessor the first rent installment upon execution of this Agreement, which shall be a sum equal to the weekly rate or monthly rate set forth in the Invoice, after which the remaining rent installments, without any prior demand and without any deductions or setoff, shall be due and payable to Lessor in advance, on or before the first day of each subsequent week (if the rental term is less than or equal to one month), or the first day of each subsequent month (if the rental term is greater than one month). If the rental term is greater than one month, rent for any partial month shall be prorated based upon the actual number of days that this Agreement is in effect for such month. All payments shall be applied to the oldest charges first.

b). Form of Payment. Lessee agrees to pay rent in the form of electronic payment, non-prepaid credit card, cash, cashier’s check, or money order made payable to Lessor at Lessor’s address listed in the Invoice.

3. Security Deposit. Upon execution of this Agreement, Lessee shall pay to Lessor the full amount of any Security Deposit set forth in the Invoice. Subject to Section 4 of this Agreement, Lessor may withhold from the Security Deposit such future amounts as are necessary to cover any damages, costs, or expenses incurred by Lessor arising out of any of the following:

a). Any loss of or damage to the Equipment when the Equipment is out of Lessor’s possession;

b). Lessee's failure to timely return the Equipment to Lessor during regular business hours in the same condition as when it was received, subject only to reasonable wear and tear;

c). Lessee's failure to return any keys to the Equipment, or expenses incurred by Lessor in changing any locks as a result of Lessee's failure to return keys;

d). Lessee's failure to pay all amounts of rent or other amounts coming due under this Agreement when due; or

f). Lessor's damages and costs, including attorney fees and costs, incurred as a result of any of the foregoing or any other breach of this Agreement by Lessee.

Upon returning the Equipment to Lessor, Lessee shall provide Lessor with a written mailing address for return of the Security Deposit, if any. Within thirty (30) days following Lessee's return of the Equipment, Lessor shall provide Tenant with a written accounting of the disposition of such deposit funds, together with any remaining funds, at the address provided. Lessee waives and releases any claims against Lessor in connection with Lessee's failure to timely receive such accounting and/or deposit refund arising out of Lessee's failure to provide an accurate forwarding address to Lessor upon return of the Equipment. Under no circumstances is said Security Deposit to be construed as an advance payment of rent, and Lessee shall not be entitled to any interest on such deposit. In the event there are charges in excess of the Security Deposit, Lessee agrees to pay such amounts upon written demand.

4. Damage.

a). Damage Waiver Fee. In addition to any Security Deposit required under Section 3 of this Agreement, Lessor may require Lessee to pay a non-refundable damage waiver fee equal to 15% of the total rent amount upon execution of this Agreement. The damage waiver fee is neither insurance nor a warranty. If Lessee submits a damage waiver fee pursuant to Lessor's request in accordance with this subsection 4(a), Lessor hereby waives its right to recover direct costs associated with any loss of or damage to the Equipment while the Equipment is in the possession of Lessee, subject to the following exclusions for loss of or damage to the Equipment as a result of:

- i). Negligence of Lessee or Lessee's agent(s);
- ii). Vandalism, theft, malicious injury to property, conversion, or mysterious disappearance;
- iii). Loss of or damage to accessory equipment, such as electric cords, hoses, points, chisels, floor polisher brushes, etc.;
- iv). Overloading, exceeding rated capacity, misuse, abuse, or improper servicing;

- v). Blowouts, bruises, cuts, or other causes inherent in the use of tires or tubes; or
- vi). Any loss of or damage to the Equipment caused by any third party not associated with or related to Lessee.

b). Loss or Damage to Equipment. Subject to Section 4(a) of this Agreement, Lessee shall be solely liable for any loss of or damage to the Equipment when the Equipment is out of Lessor's possession or arising out of Lessee's failure to timely return the Equipment to Lessor during regular business hours in the same condition as when it was received, subject only to reasonable wear and tear. If any Equipment is damaged beyond repair, Lessee shall pay to Lessor a sum equal to the replacement cost of the Equipment as of the execution of this Agreement.

5. Preliminary Inspection of Equipment. Lessee acknowledges and agrees that Lessee has been given sufficient opportunity to thoroughly inspect the Equipment prior to signing this Agreement and, except for any existing defects identified in writing to Lessor, that the Equipment is in satisfactory condition and suitable for Lessee's needs. Lessee acknowledges that Lessor has relied upon the fact that that Lessee has been given sufficient opportunity to thoroughly inspect the Equipment or waived its right to inspect the Equipment. Lessee acknowledges and agrees that Lessor is neither a manufacturer nor any agent of any manufacturer of the Equipment.

6. Maintenance: Regular Inspections. Throughout the term of this Agreement, Lessee shall maintain the Equipment in the same condition as when it was received, subject only to reasonable wear and tear, and subject to Section 10 of this Agreement. LESSEE SHALL REGULARLY INSPECT THE EQUIPMENT, INCLUDING WITHOUT LIMITATION THE COUPLING MECHANISM AND SAFETY CHAIN OF ANY TRAILER, AT LEAST EVERY 100 MILES, AND IMMEDIATELY NOTIFY LESSOR OF ANY DAMAGE OR SAFETY ISSUES.

7. Required Insurance Coverage. Throughout the term of this Agreement, Lessee shall:

- following:
- a). Maintain and carry, at Lessee's sole cost and expense, each of the
 - i). Comprehensive or Commercial Form General Liability Insurance including, but not limited to, coverage for any property damage, bodily injury, personal injury, death, and contractual liability with a minimum limit of liability of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate;
 - ii). Automobile Liability Insurance if Lessee will be using Lessee's own vehicle or trailer to transport the Equipment on any public highway or byway, including without limitation underinsured and uninsured motorist coverage, with a minimum combined single

limit of liability of \$1,000,000.00 per occurrence for bodily injury, personal injury, death and/or property damage; and

iii). Property Insurance with a minimum limit of liability of \$100,000.00 per occurrence for damage or losses to equipment.

b). Each insurance policy of Lessee hereunder shall contain, or be endorsed with, the following provisions:

- i). General liability and automobile liability insurance policies shall list Lessor and its members, managers, officers, directors, employees, agents, representatives, and assigns as additional insureds on the general liability and automobile liability insurance policies and as loss payees on the property insurance policy;
- ii). Property insurance policies shall list Lessor and its members, managers, officers, directors, employees, agents, representatives, and assigns as loss payees;
- iii). Waiver of rights of recovery and subrogation against Lessor and Lessor's insurers; and
- iv). Provision that Lessee shall provide Lessor with at least thirty (30) days' written notice prior to any cancellation or change in Lessee's coverage.

Lessor shall exercise all rights available under any insurance policies required by this Section 7 and take all actions necessary to process and pursue any insurance claim against those policies in force during the term of this Agreement or at the time of any loss of or damage to the Equipment. Lessor reserves the right to require Lessee to submit certificates of insurance and/or letters of endorsement verifying Lessee's compliance with the foregoing requirements.

8. NO WARRANTIES. LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION NO IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT.

9. Prohibited Uses. Lessee shall not (a) abandon the Equipment, (b) use the Equipment for any illegal purpose, (c) permit any person other than Lessee or Lessee's authorized agents to possess or operate the Equipment, or (d) move the Equipment (except trailers) to any location other than the physical addresses identified in this Agreement without the prior, written consent of Lessor.

10. Notification of Accidents and Repair; No Alterations or Repair by Lessee. If the Equipment is involved in an accident, malfunctions, or otherwise requires repair, Lessee shall immediately discontinue use, notify Lessor of the same in writing, and proceed as specifically directed by Lessor. To the fullest extent permitted by law, Lessee hereby waives any and all right

to claim or seek direct, consequential, incidental, or punitive damages as a result of any such accident, malfunction, or resulting delay. Lessee shall not make any alteration to or repair of the Equipment without the prior, express written consent of Lessor, which consent may be withheld, conditioned, or delayed in Lessor's sole and absolute discretion. Upon returning the Equipment, (i) any approved alteration or repair shall remain with the Equipment and Lessee shall not be reimbursed for the same, and (ii) in Lessor's sole and absolute discretion, Lessee shall remove any unapproved alteration or repair at Lessee's sole cost and expense.

11. No Transfer, Sublease, Loan, or Assignment. Lessee shall make no transfer, sublease, loan, or assignment of the Equipment without the prior, express written consent of Lessor. Any transfer, sublease, loan, or assignment of the Equipment made by Lessee without the prior, express written consent of Lessor shall be null and void.

12. Limitation on Liability; Indemnification.

a). Limitation on Liability. Lessor shall not be liable for any personal injuries or property damage arising out of (i) Lessee's possession, use, maintenance, or return of the Equipment (including without limitation damage to any vehicle, equipment, or bumpers of Lessee caused by detachable hitches), (ii) negligence of any party (other than the gross negligence of Lessor, for which Lessor shall be responsible) or (iii) fire, flood, leaks, theft, rain, hail, ice, snow, smoke, structural problems, explosions, or acts of God.

b). Indemnification. Lessee shall indemnify, defend, protect, and hold harmless Lessor, its members, officers, agents, and employees (collectively, the "Lessor Indemnified Parties") from and against any lien, encumbrance, claim, cost, expense, action, damage, or other loss, including without limitation attorney fees and costs, arising out of Lessee's (i) possession, use, maintenance, or return of the Equipment, (ii) negligence or willful misconduct, or (iii) breach of any obligation, warranty, or covenant set forth in this Agreement.

13. Breach by Lessee. The occurrence of any of the following shall constitute a breach of this Agreement:

a). Lessee fails to pay rent when due;

b). Lessee makes any transfer, sublease, loan, or assignment of the Equipment without the prior, express written consent of Lessor;

c). Lessee (i) abandons the Equipment, (ii) uses the Equipment for any illegal purpose, (iii) permits any person other than Lessee or Lessee's authorized agents to possess or operate the Equipment, or (iv) moves the Equipment (except trailers) to any location other than the physical addresses identified in this Agreement without the prior, written consent of Lessor;

d). Lessee's failure to timely return the Equipment to Lessor during regular business hours in the same condition as when it was received, subject only to reasonable wear and tear;

e). An assignment by Lessee for the benefit of creditors; or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee as bankrupt, or for extending time for payment, adjustment, or satisfaction of Lessee's liabilities; or the reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency of Lessee; or

f). Lessee fails to perform any other obligation, warranty, or covenant of this Agreement.

14. Remedies. Upon the occurrence of any event of default under this Agreement by Lessee, Lessor may, in its sole discretion, (a) enter and repossess the Equipment immediately to the fullest extent permitted by law, (b) accelerate all future rents under this Agreement such that they become immediately due and payable, (c) terminate this Agreement and all rights of Lessee hereunder, and/or (d) exercise any other rights or remedies provided by law or equity. The parties acknowledge and agree that upon any such breach, Lessor's damages shall include without limitation lost rent, the cost of recovering possession, necessary repairs, attorney fees, and expenses and costs incidental to re-letting the Equipment (including without limitation leasing agent costs and advertising expenses). Any and all rights and remedies which either party may have under this Agreement or by operation of law or equity, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other.

15. Miscellaneous.

a). Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding between Lessor and Lessee with respect to the subject matter hereof and supersedes all prior and current understandings and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by Lessor and Lessee.

b). Counterparts. This Agreement may be executed in any number of counterparts by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one instrument.

c). Severability. Should any clause or provision of this Agreement be held illegal, invalid, or unenforceable under present or future laws, then such clause or provision shall be severed from this Agreement and this Agreement shall be enforced to the fullest extent permitted by law in a manner that is consistent with the intentions of the parties hereto.

d). Authority; Execution. Each party to this Agreement represents and warrants that it has all necessary power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby and that this Agreement has been duly executed by such Party and constitutes the legal, valid, and binding obligation of such party and is enforceable against such party in accordance with its terms. Each person signing on behalf of a party further represents and warrants that such person has all necessary legal authority (whether by resolution, consent, vote, power of attorney, or otherwise) to sign the same on behalf of such party.

e). Heirs, Successors, and Assigns. This Agreement shall be binding upon each of the parties and their respective heirs, successors, and assigns, and shall inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

f). Exercise of Rights and Remedies. No delay of, or omission in, the exercise of any right, power, or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

g). Governing Law. This Agreement shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of Idaho.

h). Litigation; Attorney Fees. Should any litigation be commenced between the parties concerning this Agreement, or with respect to the rights or duties of the parties relating thereto, venue for such litigation shall be in Camas County, Idaho. The prevailing party in any such litigation shall be entitled to recover, in addition to any other relief awarded, attorney fees and costs incurred in connection with such litigation. Additionally, Lessor shall be entitled to recover attorney fees or costs incurred in connection with any breach of this Agreement by Lessee, whether or not litigation is actually commenced, which attorney fees and costs may be assessed to Lessee as additional rent hereunder.

i). Joint and Several Liability; Service of Process. In the event that Lessee consists of more than one person or entities, the liabilities of Lessee hereunder shall be joint and several among each such person or entity comprising Lessee.

j). Time of Essence. Time is of the essence with respect to the terms of this Agreement.