

Terms and Conditions

DEFINITIONS

“Authorized Individuals” are those individuals that Customer directly or indirectly allows to use the Equipment, who are properly trained to use the Equipment and are not under the influence of any drugs, alcohol, substances or otherwise impaired.

“Customer” means the person or entity identified as such in the Rental Reservation details or any representative, agent, officer or employee of Customer or anyone signing this contract on its behalf.

“Environmental Fee” is the charge described in Section 16.

“Equipment” is the equipment and/or services identified in the [insert reservation document title], 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. Equipment is considered “Lost” when it is either stolen, its location is unknown or Customer is unable to recover it for a period of 30 days. “MSLP” is the Equipment manufacturer’s suggested list price on or about the date of the Incident relating to the Equipment.

“One Shift,” means not more than 8 hours per day and 40 hours per week.

“Ordinary Wear and Tear” means normal deterioration considered reasonable in the equipment rental industry for One Shift use.

“Order Number” is the number Customer obtains from Clink evidencing the Customer’s confirmation to pick up Equipment.

“Rental Period” commences when the Equipment is delivered to Customer or the Site Address or the Customer picks up the Equipment from a Clink location, and continues until the Equipment is returned to the Store or picked up by Clink during normal business hours, provided Customer has otherwise complied with this Contract. “RPP” is the rental protection plan described in Section 10.

“Site Address” is the location that Customer represents the Equipment will be located during the Rental Period identified on the Rental Reservation document.

“Store” is the Clink location identified in the Rental Reservation document.

“Clink” is Clink, Inc., their respective officers, directors, employees and agents.

TERMS

Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms contained herein. All of the terms herein are incorporated into this and all past and future contracts between Clink and Customer upon Customer's receipt of Clink's Equipment under those contracts. Any reference in Customer's Rental Reservation or other Customer document to other terms that shall control this transaction shall be void. Customer rents the Equipment from Clink pursuant to this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Clink and (b) shall not be affixed to any other property.

PERMITTED USE

Customer agrees that Clink 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. Customer warrants that: (a) prior to each use, Customer shall inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety equipment or instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Clink to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Clink if the Equipment is Lost, damaged, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from Clink all information needed or requested regarding the operation of the Equipment; (e) Clink is not responsible for providing operator or other training unless Customer specifically requests in writing and Clink agrees to provide such training (Customer is responsible for obtaining all desired training prior to the Equipment's use); (f) only Authorized Individuals shall use and operate the Equipment; (g) the Equipment's use shall be in a careful manner, in compliance with 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, as revised; and (h) the Equipment shall be kept in a secure location.

PROHIBITED USE

Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operating or safety equipment or instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Clink's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic) or portray the Equipment as property of Customer in any manner ; or (e) allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

MAINTENANCE

Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs

may only be performed by Clink or its agents, but Clink has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call (and pays an additional service call fee). If Clink determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges and rental of the Equipment until the repairs are completed. Clink has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Clink and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Clink 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 Clink's breach of this Section. Notwithstanding Clink's service commitment, Clink shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

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 Clink, 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 Clink or its agents investigate; (c) immediately submit copies of all police or other third party reports to Clink; and (d) as applicable, pay Clink, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the MSLP or (ii) the full charges of repairs of damaged Equipment.

Accrued rental charges shall not be applied against these amounts. Clink shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

NO WARRANTIES

Clink does not design or manufacture the Equipment and is not the agent of those that do. CLINK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, 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 CLINK. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES CLINK FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF CLINK'S OBLIGATIONS HEREIN. RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS CLINK HARMLESS AND AT CLINK'S REQUEST, DEFENDS CLINK ENTITIES (WITH COUNSEL APPROVED BY CLINK), 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) USE, POSSESSION OR CONTROL OF 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.

INSURANCE

During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) 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) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof, unless RPP is elected and paid for at the time of rental; (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 Clink and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Clink 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 Clink with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Clink's request. To the extent Clink carries any insurance, Clink's 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.

RENTAL PROTECTION PLAN

Customer's repair or replacement responsibility in Sections 5 and 6 is modified by the RPP and Clink shall limit the amount Clink collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment: (a) 10% of the MSLP for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Clink or Lost Equipment is being replaced; provided however, the foregoing RPP

liability reduction only applies if the Conditions are satisfied and an Exclusion does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Clink or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.

All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Clink for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Clink); (C) due to floods, wind, storms, earthquakes or other Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee. THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THE CONTRACT AS PART OF CUSTOMERS ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING OR MADE OTHER CONTRACTUAL ARRANGEMENTS. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Clink retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Clink shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Clink all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Clink whatever documents are required and take all other necessary steps to secure in Clink such rights, at Customer's expense.

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 Clink; 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 and RPP; (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) a Environmental Fee

(need to determine a dollar amount or formula for calculating this fee) and (ix) Transportation Surcharge (need to determine a dollar amount or fee schedule). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Clink collects these fees as revenue and uses them at its discretion.

PAYMENT

Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Clink approves of another payment arrangement in writing. Customer must notify Clink 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.. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Clink for its overhead for processing the insufficient payment. Deposits will only be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes Clink to charge the credit 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.

RETURN OF EQUIPMENT

Clink may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Clink or Owner in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer 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 Clink or Owner delivered the Equipment to Customer, Customer shall notify Clink or Owner that the Equipment is ready to be picked up at the Site Address and obtain a 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 Clink or Owner 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. If Customer picked up Equipment, Customer shall return Equipment to the same Location during that Owners 's preferred and specified time. 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.

PURCHASES

If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Clink 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 Clink of the full purchase price of the item, Clink retains title to the item until Customer has paid in full.

DEFAULT

Customer shall be in default if Clink 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 Clink's demand; or (f) is in default under any other contract with Clink. If a Customer default occurs, Clink 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 Clink's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. 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. Clink shall not be liable due to seizure of Equipment by order of governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST CLINK FOR SUCH REPOSSESSION.

ENVIRONMENTAL FEE

To promote a clean and sustainable environment, Clink takes various measures to comply with applicable environmental regulations, as well as with Clink's own policies. Clink 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 defray these and other costs, Clink assesses an Environmental Fee, plus applicable taxes thereon in connection with certain rentals. The Environmental Fee 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 Clink collects as revenue and uses at its discretion. LIMITATION OF CLINK'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT CLINK'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM CLINK'S, 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. JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND CLINK HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT. ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR CLINK, 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. 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 Clink’s consent prior to taking such action, 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 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. Refer to www.bis.doc.gov for information.

GOVERNING LAW

The parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of Florida, 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.

MISCELLANEOUS

This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. Customer’s obligations hereunder shall survive the termination of this Contract. 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 Clink’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 Clink 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 represent that: (a) 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.

POSSIBLE ADDITION

Customer consents to the collection, use, and disclosure of his or her personal identification and financial information as described herein. Customer’s personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information includes, for example, Customer’s name, billing address, ZIP code, telephone number, date of birth, driver’s license number, and email address. Financial information

includes, for example, information related to any balances or invoices related to the Contract. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with Clink, and for Clink to evaluate and improve its products and services and/ or develop new products or services. Customer's personal identification information and/or financial information may be disclosed to contractors, service providers, and other third parties that support Clink's business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.