

TERMS AND CONDITIONS OF RENTAL CONTRACT – RUGGED RENTALS

For good and valuable consideration, you, and Big Mountain Enterprises LLC, a Montana limited liability company, d/b/a "Rugged Rentals," (also referred to herein as "RR," "Rugged," "Lessor," "we," "us" and "our") agree as follows:

- Definitions:** As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the Items rented to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section [or "§16 below]; "Site" means the address set forth on P.1 where the Item(s) is/are to be delivered and/or used; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer," "Lessee" and/or "Guarantor" (as applicable) identified on P.1.
- Terms:** You agree to rent from RR the Rented Item(s) for the period(s) specified on P.1 (the "Term"), to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all loss, theft, injuries and damages of, to, or associated with such Item(s), until all Item(s) is/are returned to and accepted by RR in the return condition required under this Contract. Unless otherwise specifically agreed by RR in writing, 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 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period (zero hours for any and all uncharged-for periods), and in accordance with the terms of this Contract. Late returns and overuse will incur additional rent at 2X our daily rate. Lessee agrees to pay all fines, fees, assessments and other charges related to each Item and/or the transactions contemplated in this Contract allowable or required under Montana law. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder to account for time in transit, Act(s) of God, event(s) of *force majeure* or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed by Rugged in writing, you agree: (a) not to take Items further than 50 miles from the rental store location OR outside of Montana; (b) to pay us the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"), and all other amounts coming due hereunder upon demand; and (c) that: (i) we may deduct any amount(s) you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; and (iv) all Prepayments are **NON-REFUNDABLE**. All amounts due hereunder but not timely paid will bear interest at the lesser of 18% per annum or the highest rate permitted under applicable law. You authorize us to charge all amounts coming due hereunder to any debit and/or credit card(s) you provide (up to 150% of the new replacement cost of the Item(s)). You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you and received by us hereunder for the Item(s) identified on P.1.
- Delivery and Retrieval:** If we agree to deliver and/or retrieve any Item(s), you shall: (a) ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Item(s); (b) pay our regular charge(s) therefor and for all waiting time; (c) be present at the Site at the agreed time(s); and (d) ensure our personnel have full access to the Site at all times. We will not be responsible for delay(s) caused by any acts or omissions of/by you, your agents, employees or contractors, or any other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless RR, its agents, employees, and contractors. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives and/or delivery personnel regarding the same (including status, condition, quality, utility, defects, and quantities of or with respect to the Item(s) and the Site). Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.
- Equipment Return:** You agree to protect, properly maintain and care for the Items, keep them safely and securely stored and locked when not in use, and return the Rented Items to us on time at the end of the Term, complete (with all original batteries, cords, attachments and peripherals), clean, free of contamination (including without limitation, asbestos, beryllium, silica and pathogens), in good order, condition and repair, properly serviced and maintained, and if applicable, fully charged and/or full of the appropriate fuel, fluids and lubricants. If you fail to do so, in addition to any other amounts specified on P.1, you will promptly pay to RR, Rent at our highest incremental rate(s) until all such Item(s) have been returned or replaced as required, and all costs and expenses we may incur in connection with such failure.
- Title:** Except with respect to Rented Items RR rents from one or more third parties (each, a "Third Party Owner," or "TPO") and then re-rents to you ("Re-Rented Items"), RR owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term, subject to your obligation to always fully and timely comply with this Contract. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) loan, share, transfer, sublease, store, surrender or assign any Rented Item(s) or this Contract, without our prior written consent (in our sole and absolute discretion). RR may, substitute Rented Item(s) and/or sell or assign all or any part of its interests in one or more Rented Item(s) and/or this Contract, in which event, you will attend to the assignee, who will not be responsible for any pre-existing obligations or liabilities of RR or any TPO.
- Instructions:** Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s), unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair, fully charged and/or fueled (as applicable); (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and fully understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, UL, ASSP, DOT, FMCSA, IFTA, ANSI and other standards, applicable to the Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Ventilation, charging, fueling, cleaning, voltage, and site assessment requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices (including RESPIRATORY PROTECTION); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including (without limitation) governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (Call 811 and go to www.Montana811.com at least 2 full business days in advance); and (vi) will ensure that all others comply with this Contract at all times. You shall not, nor shall you permit anyone else to: (i) use any handheld communication device while operating any Rented Item(s); (ii) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, cannabis, cannabinoids, and alcohol, whether or not legal or medicinal); (iii) abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item(s); (iv) violate any instruction, insurance policy or warranty; (v) expose Items to any flammable, explosive, harmful or hazardous substances/circumstances; (vi) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Item(s); or (vii) take possession of or exercise control over any Rented Item(s) without our prior written consent (granted, conditioned, or withheld in our sole discretion). With respect to any trailers, you agree to: (a) carefully inspect all coupling mechanisms, chains, tongue jacks, doors, latches, tires, brakes, lights, signals, pins and tie-downs before each use; (b) secure, protect and routinely inspect all contents of, and refrain from overloading such trailers; (c) exclude all illegal and/or hazardous substance(s); (d) properly connect all lights and turn signals and ensure each of the same is working properly at all times; (e) avoid confiscation, seizure, impounding and/or "booting"; (f) timely pay all tolls, taxes, fees, fines, traffic and parking tickets, and other charges; (g) maintain them in roadworthy condition; and (h) waive all claims against us for damage to its/their contents, as well as any and all motor vehicle(s) (including bumpers, hitches and mirrors) to which any such trailer(s) may be attached at any time. You agree to promptly notify the authorities and RR in the event of any theft or accident involving any Rented Item(s), and RR if any of the above requirements is/are breached or proven incorrect.
- NO WARRANTIES: RR IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S). ALL OF WHICH ARE PROVIDED "AS-IS." NEITHER RR, NOR ANY TPO, MAKE ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ALL WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, or any warranty(ies) arising from course of dealing, performance and/or usage of trade) regarding any Item(s) or Service(s) provided by or at the direction of RR or any TPO. Neither RR nor any TPO, make any warranty against INTERFERENCE OR INFRINGEMENT, all of which warranties you hereby waive. No descriptions, specifications or advertisements constitute representations or warranties by RR or any TPO. There are no warranties which extend beyond the description on the face hereof.**
- Malfunctions:** You agree to immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"), in which event, you will immediately notify, and return the Malfunctioning Item(s) to, Rugged. Provided that the Malfunction did not result from or in connection with any wrongful or negligent act or omission of/by you or anyone you permit to use or otherwise deal with any Rented Item(s), and/or your breach of any provision of this Contract, RR will, at its option: (i) repair the Malfunctioning Item; (ii) provide you with a

comparable Item; or (iii) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE.** Neither RR nor any TPO shall have any other obligation(s) regarding Malfunctions, all of which you waive, together with all incidental, consequential, special, exemplary, and punitive damages.

9. WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS, AND SHOULD BE FUELED, CHARGED, SERVICED, MAINTAINED, REPAIRED, AND USED WITH EXTREME CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND (IF APPLICABLE) LICENSED, ADULT USERS, OPERATORS AND OCCUPANTS, AND YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL SUCH PARTIES. You will also ensure that each such Item is operated and occupied safely and only within its rated capacity and, unless otherwise specifically agreed by RR, at the Site, and in full compliance with this Contract, the Instructions and all applicable warranties and insurance policies, at all times.

10. INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, ELECTRIC SHOCK, ILLNESS, PRODUCTS LIABILITY, LOSS, THEFT, DAMAGE, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, including all liabilities, claims, damages, losses, costs and expenses arising from and/or in connection with the selection, provision, inspection, design, manufacture, fueling, charging, use, loading, unloading, transportation, demonstration, installation, cleaning, storage, servicing, maintenance, repair, delivery and/or retrieval of such item(s) and/or service(s), whether or not your fault (collectively, "risks"); (b) release and discharge, and agree to indemnify, defend and hold harmless, RR, each TPO, their respective parents, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses arising from and/or in connection with the Item(s), this Contract, our negligence, and/or your breach of any one or more of the terms hereof (and except only as provided in § 8). (C) WAIVE all rights, remedies and defenses available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each Indemnitee.

11. Insurance: You agree to maintain all insurance we may require, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; (c) workers' compensation insurance; and (d) for all vehicles and trailers included with or in the Rented Item(s): (i) hired auto liability insurance with minimum limits of \$1,000,000; (ii) hired auto physical damage insurance for actual cash value; and (iii) replacement cost contents insurance for all contents thereof. Such policies shall, whenever possible: (A) name RR as an additional insured and loss payee; (B) waive subrogation against us; (C) be primary and non-contributory; and (D) include a severability of interests clause and such other provisions (including deductibles) as we may require. You irrevocably appoint RR as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.

12. Limited Damage Waiver: If and only if, we have offered, and you have paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for 75% of the first \$10,000 of repair/replacement costs for physical damage in the aggregate to Item(s) covered by LDW ("Covered Item(s)"); provided that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (B) theft, mysterious disappearance, or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning, striking overhead objects, overuse, and overloading); (ii) GPS and telematics systems, data, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs and hoses; (iii) a deductible equal to 25% of the first \$10,000 of accidental physical damage to Covered Item(s); and (iv) all repair replacement costs exceeding \$10,000 in the aggregate across all covered items. You may decline LDW ONLY if you provide the property/physical damage/inland marine insurance referenced in § 11. Your insurance (if any) will continue to apply and will remain primary. LDW IS NOT INSURANCE OR A WARRANTY.

13. Miscellaneous: There are no third-party beneficiaries hereto other than the applicable Indemnitees. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other Items you obtain from us at any time (except only as we may otherwise agree). The terms of this Contract are severable. To the extent it is deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract, and any pictures, videos and/or addenda we provide, each of which is incorporated herein, represent(s) the entire agreement between you and RR, superseding all other agreements and representations (including our website and advertising) and cannot otherwise be amended or extended except in a writing signed by RR.

14. Force Majeure: To the maximum extent permitted under applicable law, you grant to RR a lien on all real and personal property placed in, on, and/or improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS systems) Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be RR's property. If any performance required of RR shall be delayed, impaired or made more costly as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of *force majeure* (including without limitation, fire, flood, storm, earthquake, tsunami, slide, subsidence, collapse, riot, war, violence, threat, theft, terrorism, cyber-attack, supplier delay, strike, shutdown, power surge or outage, epidemic, pandemic, and governmental and regulatory actions) or other events, facts or circumstances beyond our reasonable control, we will be excused from such performance. You waive all statutes of limitations regarding our rights and remedies.

15. Defaults and Remedies: This is a "net" rental. Your duties hereunder are unconditional. If you or any Guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, except to the extent covered by LDW per § 12, damaged, you will be in **DEFAULT** under this Contract, whereupon, RR may with or without legal process or notice (and without liability to you or any Guarantor), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict and/or disable any Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage, including without limitation, any and all damage to crops, flora and/or fauna (for which you will indemnify, defend and hold harmless each Indemnitee); (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 our associated damages, losses, costs and expenses (including without limitation, Rent for the balance of the scheduled Term, overtime, the cost of replacement Item(s), loss of use, interest, collection costs, and if civil fraud has occurred, punitive damages for civil fraud; and/or pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative. See MT ST 30-2A-504 and its successor(s), if any, for details. Lessee acknowledges that in case of default by Lessee, the damages provided in this Contract are reasonable in light of the anticipated harm that would result from Lessee's breach. Time is of the essence. This Contract: (i) is a true operating lease, and not a financing; (ii) is fair and reasonable; and (iii) shall bind and be enforceable by you, RR, the other Indemnitees, and their respective insurers, subrogees, successors and permitted assigns.

16. Venue and Arbitration: This Contract shall be governed by and enforceable under the laws of Montana (unless waived by lessor). Disputes arising in connection with this Contract shall, at RR's option, be submitted to binding **ARBITRATION** in accordance with the Rules of the American Arbitration Association before a single arbitrator and in a location selected by RR. Judgment on the arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely and exclusively in the federal, state, and local courts located in or nearest to Missoula County, MT. You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. If legal action is commenced in connection herewith, the prevailing party will be entitled to recover its costs and expenses (including reasonable attorneys' fees) from the non-prevailing party. **YOU HEREBY WAIVE: (A) YOUR RIGHT(S), IF ANY, TO PARTICIPATE IN ANY CLASS, COLLECTIVE OR OTHER JOINT ACTION AGAINST RR; AND (B) YOUR RIGHT TO TRIAL BY JURY.** Digital, electronic, photocopied, and facsimiled signatures and initials appearing on this Contract will be deemed originals.

17. THEFT WARNING: Obtaining temporary use of property available only for hire by means of threat, or deception, or knowing that the use is without the consent of the provider, or failing to timely return rented property on the scheduled return date may result in **CIVIL LIABILITY AND/OR CRIMINAL PROSECUTION**. See § 45-6-305 and 309, MCA, *et seq.*, and their respective successor provision(s), if any, for details.

LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

Copyright ©, JWL International. All rights reserved. Unauthorized reproduction and/or distribution expressly prohibited.

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

For good and valuable consideration, you, and Big Mountain Enterprises LLC, a Montana limited liability company, d/b/a "Rugged Rentals," (also referred to herein as "RR," "Rugged," "Lessor," "we," "us" and "our") agree as follows:

1. Definitions: As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the Items rented to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section [or "\$"] 6 below); "Site" means the address set forth on P.1 where the Item(s) is/are to be delivered and/or used; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer," "Lessee" and/or "Guarantor" (as applicable) identified on P.1.

2. Terms: You agree to rent from RR the Rented Item(s) for the period(s) specified on P.1 (the "Term"), to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all loss, theft, injuries and damages of, to, or associated with such Item(s), until all Item(s) is/are returned to and accepted by RR in the return condition required under this Contract. Unless otherwise specifically agreed by RR in writing, 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 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period (zero hours for any and all uncharged-for periods), and in accordance with the terms of this Contract. Late returns and overuse will incur additional rent at 2X our daily rate. Lessee agrees to pay all fines, fees, assessments and other charges related to each Item and/or the transactions contemplated in this Contract allowable or required under Montana law. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder to account for time in transit, Act(s) of God, event(s) of *force majeure* or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed by Rugged in writing, you agree: (a) not to take Items further than 50 miles from the rental store location OR outside of Montana; (b) to pay us the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"), and all other amounts coming due hereunder upon demand; and (c) that: (i) we may deduct any amount(s) you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; and (iv) all Prepayments are **NON-REFUNDABLE**. All amounts due hereunder but not timely paid will bear interest at the lesser of 18% per annum or the highest rate permitted under applicable law. You authorize us to charge all amounts coming due hereunder to any debit and/or credit card(s) you provide (up to 150% of the new replacement cost of the Item(s)). You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you and received by us hereunder for the Item(s) identified on P.1.

3. Delivery and Retrieval: If we agree to deliver and/or retrieve any Item(s), you shall: (a) ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Item(s); (b) pay our regular charge(s) therefor, and for all waiting time; (c) be present at the Site at the agreed time(s); and (d) ensure our personnel have full access to the Site at all times. We will not be responsible for delay(s) caused by any acts or omissions of/by you, your agents, employees or contractors, or any other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless RR, its agents, employees, and contractors. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives and/or delivery personnel regarding the same (including status, condition, quality, utility, defects, and quantities of or with respect to the Item(s) and the Site). Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.

4. Equipment Return: You agree to protect, properly maintain and care for the Items, keep them safely and securely stored and locked when not in use, and return the Rented Items to us **on time** at the end of the Term, complete (with all original batteries, cords, attachments and peripherals), clean, free of contamination (including without limitation, asbestos, beryllium, silica and pathogens), in good order, condition and repair, properly serviced and maintained, and if applicable, fully charged and/or full of the appropriate fuel, fluids and lubricants. If you fail to do so, in addition to any other amounts specified on P.1, you will promptly pay to RR, Rent at our highest incremental rate(s) until all such Item(s) have been returned or replaced as required, and all costs and expenses we may incur in connection with such failure

5. Title: Except with respect to Rented Items RR rents from one or more third parties (each, a "Third Party Owner," or "TPO") and then re-rents to you ("Re-Rented Items"), RR owns and will retain title to all Rented Items at all times. **You will have exclusive control over the Rented Item(s) during the Term, subject to your obligation to always fully and timely comply with this Contract. You SHALL NOT:** (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) **loan, share, transfer, sublease, store, surrender or assign any Rented Item(s) or this Contract, without our prior written consent (in our sole and absolute discretion).** RR may, substitute Rented Item(s) and/or sell or assign all or any part of its interests in one or more 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 RR or any TPO.

6. Instructions: Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s, unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair, fully charged and/or fueled (as applicable); (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and fully understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, UL, ASSP, DOT, FMCSA, IFTA, ANSI and other standards, applicable to the Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Ventilation, charging, fueling, cleaning, voltage, and site assessment requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices (including RESPIRATORY PROTECTION); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including (without limitation) governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (Call 811 and go to www.Montana811.com at least 2 full business days in advance); and (vi) will ensure that all others comply with this Contract at all times. **You shall not**, nor shall you permit anyone else to: (i) **use any handheld communication device while operating any Rented Item(s)**; (ii) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, cannabis, cannabinoids, and alcohol, whether or not legal or medicinal); (iii) abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item(s); (iv) violate any instruction, insurance policy or warranty; (v) expose Items to any flammable, explosive, harmful or hazardous substances/circumstances; (vi) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Item(s); or (vii) take possession of or exercise control over any Rented Item(s) without our prior written consent (granted, conditioned, or withheld in our sole discretion). With respect to any trailers, you agree to: (a) carefully inspect all coupling mechanisms, chains, tongue jacks, doors, latches, tires, brakes, lights, signals, pins and tie-downs before each use; (b) secure, protect and routinely inspect all contents of, and refrain from overloading such trailers; (c) exclude all illegal and/or hazardous substance(s); (d) properly connect all lights and turn signals and ensure each of the same is working properly at all times; (e) avoid confiscation, seizure, impounding and/or "booting"; (f) timely pay all tolls, taxes, fees, fines, traffic and parking tickets, and other charges; (g) maintain them in roadworthy condition; and (h) waive all claims against us for damage to its/their contents, as well as any and all motor vehicle(s) (including bumpers, hitches and mirrors) to which any such trailer(s) may be attached at any time. You agree to promptly notify the authorities and RR in the event of any theft or accident involving any Rented Item(s), and RR if any of the above requirements is/are breached or proven incorrect.

7. NO WARRANTIES: RR IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "AS-IS." NEITHER RR, NOR ANY TPO, MAKE ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ALL WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, or any warranty(ies) arising from course of dealing, performance and/or usage of trade) regarding any Item(s) or Service(s) provided by or at the direction of RR or any TPO. Neither RR nor any TPO, make any warranty against **INTERFERENCE OR INFRINGEMENT**, all of which warranties you hereby waive. **No descriptions, specifications or advertisements constitute representations or warranties by RR or any TPO. There are no warranties which extend beyond the description on the face hereof.**

8. Malfunctions: You agree to immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"), in which event, you will immediately notify, and return the Malfunctioning Item(s) to, Rugged. Provided that the Malfunction did not result from or in connection with any wrongful or negligent act or omission of/by you or

anyone you permit to use or otherwise deal with any Rented Item(s), and/or your breach of any provision of this Contract, RR will, at its option: (i) repair the Malfunctioning Item; (ii) provide you with a comparable Item; or (iii) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE.** Neither RR nor any TPO shall have any other obligation(s) regarding Malfunctions, all of which you waive, together with all incidental, consequential, special, exemplary, and punitive damages.

9. WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS, AND SHOULD BE FUELED, CHARGED, SERVICED, MAINTAINED, REPAIRED, AND USED WITH EXTREME CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND (IF APPLICABLE) LICENSED, ADULT USERS, OPERATORS AND OCCUPANTS, AND YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL SUCH PARTIES. You will also ensure that each such Item is operated and occupied safely and only within its rated capacity and, unless otherwise specifically agreed by RR, at the Site, and in full compliance with this Contract, the Instructions and all applicable warranties and insurance policies, at all times.

10. INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, ELECTRIC SHOCK, ILLNESS, PRODUCTS LIABILITY, LOSS, THEFT, DAMAGE, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, including all liabilities, claims, damages, losses, costs and expenses arising from and/or in connection with the selection, provision, inspection, design, manufacture, fueling, charging, use, loading, unloading, transportation, demonstration, installation, cleaning, storage, servicing, maintenance, repair, delivery and/or retrieval of such item(s) and/or service(s), whether or not your fault (collectively, "risks"); (b) release and discharge, and agree to indemnify, defend and hold harmless, RR, each TPO, their respective parents, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses arising from and/or in connection with the Item(s), this Contract, our negligence, and/or your breach of any one or more of the terms hereof (and except only as provided in § 8), **(C) WAIVE** all rights, remedies and defenses available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each Indemnitee.

11. Insurance: You agree to maintain all insurance we may require, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; (c) workers' compensation insurance; and (d) for all vehicles and trailers included with or in the Rented Item(s): (i) hired auto liability insurance with minimum limits of \$1,000,000; (ii) hired auto physical damage insurance for actual cash value; and (iii) replacement cost contents insurance for all contents thereof. Such policies shall, whenever possible: (A) name RR as an additional insured and loss payee; (B) waive subrogation against us; (C) be primary and non-contributory; and (D) include a severability of interests clause and such other provisions (including deductibles) as we may require. You irrevocably appoint RR as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.

12. Limited Damage Waiver: If and only if, we have offered, and you have paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for 75% of the first \$10,000 of repair/replacement costs for physical damage in the aggregate to Item(s) covered by LDW ("Covered Item(s)"); provided that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (B) theft, mysterious disappearance, or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning, striking overhead objects, overuse, and overloading); (ii) GPS and telematics systems, data, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs and hoses; (iii) a deductible equal to 25% of the first \$10,000 of accidental physical damage to Covered Item(s); and (iv) all repair replacement costs exceeding \$10,000 in the aggregate across all covered items. **You may decline LDW ONLY if you provide the property/physical damage/inland marine insurance referenced in § 11. Your insurance (if any) will continue to apply and will remain primary. LDW IS NOT INSURANCE OR A WARRANTY.**

13. Miscellaneous: There are no third-party beneficiaries hereto other than the applicable Indemnitees. These Terms and Conditions apply to all Item(s) identified on P.1, and to **all other Items** you obtain from us at any time

(except only as we may otherwise agree). The terms of this Contract are severable. To the extent it is deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract, and any pictures, videos and/or addenda we provide, each of which is incorporated herein, represent(s) the entire agreement between you and RR, superseding all other agreements and representations (including our website and advertising) and cannot otherwise be amended or extended except in a writing signed by RR.

14. Force Majeure: To the maximum extent permitted under applicable law, you grant to RR a lien on all real and personal property placed in, on, and/or improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS systems) Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be RR's property. If any performance required of RR shall be delayed, impaired or made more costly as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of *force majeure* (including without limitation, fire, flood, storm, earthquake, tsunami, slide, subsidence, collapse, riot, war, violence, threat, theft, terrorism, cyber-attack, supplier delay, strike, shutdown, power surge or outage, epidemic, pandemic, and governmental and regulatory actions) or other events, facts or circumstances beyond our reasonable control, we will be excused from such performance. You waive all statutes of limitations regarding our rights and remedies.

15. Defaults and Remedies: This is a "net" rental. Your duties hereunder are unconditional. If you or any Guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, except to the extent covered by LDW per § 12, damaged, you will be in **DEFAULT** under this Contract, whereupon, RR may with or without legal process or notice (and without liability to you or any Guarantor), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict and/or disable any Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage, including without limitation, any and all damage to crops, flora and/or fauna (for which you will indemnify, defend and hold harmless each Indemnitee); (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 our associated damages, losses, costs and expenses (including without limitation, Rent for the balance of the scheduled Term, overtime, the cost of replacement Item(s), loss of use, interest, collection costs, and if civil fraud has occurred, punitive damages for civil fraud; and/or pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative. See MT ST 30-2A-504 and its successor(s), if any, for details. Lessee acknowledges that in case of default by Lessee, the damages provided in this Contract are reasonable in light of the anticipated harm that would result from Lessee's breach. Time is of the essence. This Contract: (i) is a true operating lease, and not a financing; (ii) is fair and reasonable; and (iii) shall bind and be enforceable by you, RR, the other Indemnitees, and their respective insurers, subrogees, successors and permitted assigns.

16. Venue and Arbitration: This Contract shall be governed by and enforceable under the laws of Montana (unless waived by lessor). Disputes arising in connection with this Contract shall, at RR's option, be submitted to binding **ARBITRATION** in accordance with the Rules of the American Arbitration Association before a single arbitrator and in a location selected by RR. Judgment on the arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely and exclusively in the federal, state, and local courts located in or nearest to Missoula County, MT. You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. If legal action is commenced in connection herewith, the prevailing party will be entitled to recover its costs and expenses (including reasonable attorneys' fees) from the non-prevailing party. **YOU HEREBY WAIVE: (A) YOUR RIGHT(S), IF ANY, TO PARTICIPATE IN ANY CLASS, COLLECTIVE OR OTHER JOINT ACTION AGAINST RR; AND (B) YOUR RIGHT TO TRIAL BY JURY.** Digital, electronic, photocopied, and facsimiled signatures and initials appearing on this Contract will be deemed originals.

17. THEFT WARNING: Obtaining temporary use of property available only for hire by means of threat, or deception, or knowing that the use is without the consent of the provider, or failing to timely return rented property on the scheduled return date may result in CIVIL LIABILITY AND/OR CRIMINAL PROSECUTION. See § 45-6-305 and 309, MCA, *et seq.*, and their respective successor provision(s), if any, for details.