

**DURANTE RENTALS, LLC**  
**TERMS AND CONDITIONS OF RENTAL CONTRACT**

This Agreement ("Agreement") is for the rental of the equipment described on the other side of this page ("Front"), including all parts of and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Durante Rentals, LLC ("DR") doing business under its own name or under a D/B/A (including the D/B/A Iron Source, LLC). Both parties acknowledge that this Agreement consists of the terms written or printed on both sides of this page.

**1. NATURE OF THIS AGREEMENT.** This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. The Equipment is owned by DR. Customer acknowledges that no one other than DR may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Additional Operators (as defined below) are agents of DR. No one may repair or alter the Equipment without DR's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify and hold DR harmless from any and all loss, liability, and expense by reason thereof.

**2. DEPOSIT.** If the Front requires Customer to make a deposit in connection with Customer's rental of the Equipment, Customer acknowledges and agrees that one of the purposes and intent of the deposit is to secure and guarantee complete performance of Customer's obligations under this Agreement.

**3. WHO MAY OPERATE THE EQUIPMENT.** Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employee's regular employment, or persons approved by DR in writing. Customer and all Authorized Operators must be properly qualified to operate the Equipment and have a valid operator's license or certification with respect to the Equipment where required by law. Customer is responsible for any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.

**4. RENTAL CHARGES.** Customer will pay DR on demand by the date specified in the applicable invoice, all rental, time, mileage, service, transportation, refueling service (at DR's then current prevailing rate), waiting time, set up fees, delivery/pickup fees, environmental fees, surcharges and other charges and sums in accordance with this Agreement, all sales and use taxes or tax reimbursement imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees incurred in collecting same. DR reserves the right to charge a 3% credit card fee. The basic daily, weekly and 4-week rental rates will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be charged at the applicable rate, plus applicable taxes; provided, however, that, in the event that you do not obtain DR's prior approval of such overuse, DR has the option to increase the additional rent by up to 15% (as a premium and not as a penalty) for the applicable period of overuse. All charges are subject to final audit by DR. Rentals are F.O.B. DR's premises unless otherwise specified. Credit card rental payments shall be made in advance, by way of example, rentals lasting more than 3 to 4 days shall be charged the weekly rate, and rentals lasting more than approximately 17 days shall be charged at the monthly rate, as determined by DR. Shipping charges from DR's premises to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on thirty (30) days' notice in writing to the Customer with respect to any portion of the rental period then remaining. By accepting the Equipment pursuant to Section 14 hereof the Customer accepts and agrees to pay all rental and other charges specified herein and on the Front hereof. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. DR may require Customer's obligations under this Agreement to be personally guaranteed by a representative of Customer, in which case DR shall provide a form of personal guarantee to be executed if not set forth on the Front hereof.

**5. LIEN GRANTS.** To the extent permitted under applicable law, in order to secure payment and performance of Customer's obligations arising hereunder, Customer hereby grants DR (a) a continuing security interest in (i) any and all personal property owned by Customer and located at the job site or place of business in which the equipment is being used by Customer, and (ii) all personal property placed in any and all vehicle(s) and trailer(s) rented from DR (and this agreement shall operate as a security agreement for such purposes, vesting in DR all rights available under the Uniform Commercial Code, as adopted in the state(s) in which DR's business operations are conducted), and (b) a mechanic's lien on the job site or place of business in which the equipment is being used by Customer and all improvements constructed therein or thereon. You further (i) authorize DR to file this agreement of public record, as a financing statement (with respect to any and all goods that are or are to become fixtures) or otherwise, in DR's sole discretion and, if elected by DR, (ii) to reimburse DR for all costs and expenses incurred by DR in connection with the registration or enforcement of the security interest granted pursuant to this Section, including,

without limitation, in connection with the filing of any such financing statement or the retaking or repossession of the Equipment.

**6. CUSTOMER'S RESPONSIBILITIES.** Customer is responsible to DR for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear and tear resulting from the proper intended use of the Equipment in accordance with the terms hereof. Damage to the equipment which is not "ordinary wear and tear" (and for which Customer will be solely responsible) includes without limitation, theft, mysterious disappearance, damage due to overloading or exceeding rated capacities, nonstandard use, overturning, tire damage and transportation or operation without required or recommended coolants, lubricants, hydraulic fluid, air pressure levels, supports and/or safety equipment, improper use, misuse, abuse, neglect, accidents and intentional damage. Customer's responsibility to DR for loss or damage to the equipment shall be limited to an amount (the "Full Value") equal to the greater of (x) the cost incurred by DR to replace the Equipment and (y) the full value of the Equipment as of the start of the Rental Term (as set forth on the Front), less, in each case, its salvage value (to the extent DR is able to recover such salvage value), plus any fees or expenses (including administrative fees and DR's related expenses, such as loss of use, appraisal fees and/or recovery costs) incurred by DR in connection with any loss or damage to, or replacement by DR of, the Equipment. The Equipment must be returned to DR at the renting DR's premises by the Due Date specified on the Front, or sooner if demanded by DR, and must be accepted by one of DR's representatives. Customer acknowledges that it must confirm return receipt of the Equipment by DR at the expiration or earlier termination of the rental. Until such time as DR receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. Additional rent at DR's applicable rate (plus applicable taxes) will be charged for late returns; provided, however, that, in the event that you do not obtain DR's prior approval of a late return, DR has the option to increase the additional rent by up to 15% (as a premium and not as a penalty) for the applicable late period. Customer will not be entitled to any cancellation right or reduction of rent for time in transit, event(s) of force majeure or any other period(s) of nonuse. The Equipment will be used solely in Customer's business and kept only at Customer's place of business or the job site at which the Equipment is used, and will not be moved without the prior written consent of DR. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify DR. Customer will record and supply to DR at expiration or earlier termination of this Agreement, fuel receipts and driver trip records containing mileage breakdown by state. Customer acknowledges that DR shall only be obligated to pick-up the Equipment once Customer has notified DR of the date and time that Customer requests that the Equipment be picked-up and obtains a valid pick-up number from DR. DR shall use commercially reasonable efforts to pick-up the Equipment on the date and time requested by Customer but shall have no liability if, in good faith, it is unable to do so. Customer acknowledges and agrees that the Equipment may be delivered or picked up to or at locations where there is no agent of Customer available for signature. In such case, Customer agrees that DR may deliver the Equipment to a location deemed acceptable by DR. Customer agrees to ensure the site on which the Equipment located is reasonably safe, secure and fit for use of the Equipment, to protect, properly maintain and care for the Equipment at all times, to keep the Equipment safely and securely stored and locked when not in use. Customer acknowledges and agrees that the use of false or fictitious identification to obtain the Equipment or the failure to return the Equipment upon the expiration of this Agreement may be considered a theft, resulting in criminal prosecution.

**7. RISK OF LOSS.** All loss of or damage to the Equipment from any cause whatsoever while on rental or in Customer's or Authorized Operator's care, custody or control, whether exclusive or not, and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to DR promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment. The cost of labor for repairs will be either DR's then prevailing hourly rate for labor, or the repairer's hourly rate for labor charged to DR for repairs as the case may be. Parts will be charged at DR's cost plus a retail markup. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.

**8. EVENTS OF DEFAULT.** Customer shall be in default of this Agreement if Customer fails to pay any rent when due or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and DR. Customer will further be deemed to be in default if the Equipment is obtained from DR through fraud or misrepresentation or is used: (A) in violation of any law or ordinance; (B) in a reckless, negligent or abusive manner, or is intentionally damaged by Customer or with Customer's permission; (C) in violation of Paragraph 4 above, or (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacture's rated capacity for the Equipment.

**9. REMEDIES OF DR.** In case of default by Customer, or if DR deems itself insecure in its sole discretion, DR may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice or liability to Customer. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for DR recovering the Equipment. Customer agrees to permit such entry and action by DR. In such case DR may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which DR might otherwise have for rent, expense of retaking, court costs and reasonable attorneys' fees. Customer will remain liable for the Equipment or for any loss or damage to the Equipment, notwithstanding such termination. DR shall have the right to issue and circulate theft notices, cause warrants to be issued and take any other steps which DR may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front (unless such date is extended by mutual written agreement) or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of DR are not exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

**10. EQUIPMENT PROTECTION PLAN.** NOTE: The "Equipment Protection Plan" option ("EPP") is not insurance; it is an option that DR offers Customer to limit Customer's liability for loss or damage to the Equipment that Customer has rented from DR. EPP is optional, and Customer need not accept it if DR offers it. To the extent DR does not offer EPP to Customer, or Customer does not accept EPP, Customer must maintain the insurance coverage required by paragraph 9(b) and pay to DR the Full Value of the Equipment at the time it is lost or damaged. If Customer elects to maintain insurance coverage and the certificate of insurance Customer provides to DR to evidence Customer's insurance coverage is unacceptable to DR or the applicable policies expire, Customer agrees that DR may charge EPP for Customer's rentals until such time as Customer provides an acceptable and valid certificate of insurance and such matters are corrected to DR's reasonable satisfaction. The benefit from this EPP excludes the specific conditions or events referred to in subparagraph (b).

(a) If Customer complies with this Agreement, including the provisions of paragraphs 2 and 3, and if DR in its discretion has offered to Customer, and Customer has accepted, EPP, then DR agrees to waive, to the extent specified in this paragraph 8, Customer's responsibility for damage to the Equipment up to a maximum of \$5,000. Customer can only accept EPP at or prior to the beginning of the Rental Term.

(b) NOTWITHSTANDING CUSTOMER'S ACCEPTANCE OF EPP, CUSTOMER'S RESPONSIBILITY FOR LOSS OR DAMAGE WILL NOT BE LIMITED BY SUBPARAGRAPH (a) TO THE EXTENT SUCH LOSS OR DAMAGE RESULTS FROM AN AUTHORIZED OPERATOR'S OR ANY PERSON'S NEGLIGENCE OR FROM ANY OF THE SPECIFIC CONDITIONS OR EVENTS REFERRED TO IN THE TERMS AND CONDITIONS SET FORTH ON DR'S WEBSITE AT [HTTPS://DURANTERENTALS.COM/DOWNLOAD-RENTAL-FORMS/](https://duranterentals.com/download-rental-forms/).

(c) In the event of loss or damage to the Equipment, You are required to cooperate with DR's investigation of any incident involving the Equipment, and complete an EPP Incident Report.

**11. INSURANCE.**

(a) Liability Insurance for Injury/Damage to Third Parties - Customer will, at its own expense and at all times during the term of this Agreement, maintain in force applicable liability insurance policies as described below, which shall include, at a minimum, limits of liability written on a combined single limit basis of not less than \$1,000,000 per occurrence for Equipment on a Commercial General Liability Insurance Policy which must include contractual liability coverage. Such protection will conform to the basic requirements of the applicable No Fault law, BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, DR AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state noted above.

(b) Property Insurance/Physical Damage Insurance (DR Equipment) - If EPP is not offered by DR to Customer, or Customer does not accept EPP, Customer will, at their own expense and at all times during the term of this Agreement, maintain in force Property Insurance/Physical Damage Insurance in an amount adequate to cover at least up to the Full Value in connection with any damage to, or loss of, the Equipment being rented under this Agreement. Customer policies must expressly provide coverage for non-owned Equipment, including motor vehicles (if applicable), while in their care, custody and control. Such insurance shall cover all operations and contractual obligations hereunder, as well as any and all damage or liability arising in connection with the handling, transportation, maintenance, operation, use or possession of the Equipment during the rental term, and shall name DR as an additional insured and loss payee on a "closed clause" basis. All such insurance shall be primary, without any self-insured retention, and shall waive subrogation against DR.

(c) Evidence of Coverage - Customer will, on demand, furnish DR with a Certificate of Insurance evidencing the applicable coverages more fully described in subparagraphs (a) and (b) just above. Such certificate(s) shall be endorsed to provide that the applicable insurance policies may not be canceled or materially modified except on

thirty (30) days prior written notice to DR at the DR branch identified on the Front.

**12. INDEMNIFICATION.** For and in additional consideration of providing the Equipment herein, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS DR, ITS SUBSIDIARIES, PARENT COMPANY AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL LOSS, LIABILITY, CLAIM, ACTION OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER, AS A RESULT OF THE MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT, EVEN IF SUCH LIABILITY RESULTS IN ANY PART FROM THE ORDINARY NEGLIGENCE OF DR, ITS OFFICERS, AGENTS OR EMPLOYEES. CUSTOMER WILL, AT ITS EXPENSE, COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION, ERECTION, DESIGN AND TRANSPORTATION, INCLUDING WITHOUT LIMITATION, LICENSING AND BUILDING CODE REQUIREMENTS AND WILL DEFEND, INDEMNIFY AND HOLD DR HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS.

**13. NOTICE OF LOSS OR ACCIDENT.** In the event of an accident, loss of, theft of, or damage to the Equipment, Customer agrees to notify DR as soon as possible by telephone and, thereafter, to immediately report in writing to DR and to the public authorities (where required by law or by DR) all necessary information relating to the loss or accident. In no event shall Accrued rent or other fees or amounts payable hereunder be applied against the purchase or replacement by DR of lost, stolen, damaged or destroyed Equipment.

**14. CONDITION OF THE EQUIPMENT.** Customer acknowledges having inspected, examined and accepted the Equipment upon its delivery to Customer and that, as delivered to Customer, the Equipment is safe and in good operating condition and repair and is otherwise acceptable to Customer. Customer acknowledges and agrees that Customer has selected the Equipment based on Customer's determination that the Equipment is appropriate for the Customer's purposes, use, application and environment, and not based on any recommendation by DR. The Equipment is provided to Customer by DR AS IS, WHERE IS and without any warranty by DR as to its condition or appropriateness for the Customer's purpose. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement if Customer does not notify DR in writing within 48 hours of delivery of the Equipment of any problem with the Equipment. If, during Customer's possession of the Equipment, it is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify DR, whereupon DR will then, at its option and without any other liability or responsibility by DR to Customer: (a) repair or suitably replace the Equipment within a reasonable time during DR's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due DR for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to DR's representatives so as to enable DR to meet its responsibilities hereunder.

THE FOREGOING IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND OF (ii) ALL OBLIGATIONS OR LIABILITIES ON THE PART OF DR TO CUSTOMER FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RENTING, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

**15. LIMITATION OF LIABILITY.** Notwithstanding anything set forth herein to the contrary, in no event shall DR's aggregate liability with respect to this Agreement exceed the amount of rent paid by Customer to DR hereunder. In no event shall DR be liable for any lost profits or other incidental, special or consequential damages for any of its acts or omissions whatsoever, whether or not apprised of the possibility or likelihood of such damages or lost profits. Customer agrees that Customer may not assert any claim in connection with this Agreement unless Customer has given DR written notice of the claim within one (1) year after it first knew, or in the exercise of reasonable prudence should have known, of the facts giving rise to such claim.

**16. LATE PAYMENT FEE.** Should Customer fail to pay any invoice to DR in accordance with the terms of such invoice, Customer will pay a late payment fee to DR on such delinquent payment until fully paid, at the maximum rate allowed by the laws of the jurisdiction in which the DR location specified on the Front is located. Customer authorizes DR to charge all amounts coming due hereunder to any debit and/or credit card(s) Customer provides up

to 100% of the new replacement cost of the Equipment plus all transaction and administrative costs.

**17.FUELING SERVICE CHARGE.** DR agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s), properly serviced and maintained, and if applicable, full of the appropriate fluids and lubricants. If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to DR a sum equal to DR' s then applicable refueling service charge posted at DR' s location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

**18.MISCELLANEOUS.** This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against DR unless same is in writing and signed by a duly authorized officer of DR. Customer' s acceptance of the Equipment in accordance with Section 14 hereof shall constitute Customer' s acceptance of all of the terms and conditions contained herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer' s documents that conflict with or limit in any way any of the terms and conditions contained herein. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the state and federal courts within the State of New York (the "New York Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the New York Courts. In the event that DR takes any action to enforce the terms of this Agreement and prevails, DR shall be entitled to recover from Customer all of its related costs and expenses, including, without limitation, reasonable attorneys' fees. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.