

EQUIPMENT RENTAL AGREEMENT

I. THE PARTIES. This Equipment Rental Agreement ("Agreement") is made between:

Lessor: JA Equipment Rentals LLC ("Lessor"), a business entity.

Lessee: The individual renting the equipment ("Lessee").

Lessor and Lessee are each referred to herein as a "Party" and collectively as the "Parties."

Definitions

- **"Casualty Value"** means the market value of the Equipment at the end of the Lease Term or, in the case of a Total Loss, the market value it would have had at the end of the Term but for the loss. The Casualty Value shall not exceed the original purchase price of the Equipment.
- **"Equipment"** means the rental equipment selected and confirmed by the Lessee at the time of booking, with a value determined and documented by the Lessor.
- **"Total Loss"** means any loss or damage that is not repairable or would cost more to repair than the Equipment's market value.

II. EQUIPMENT DESCRIPTION

Lessor agrees to lease to Lessee equipment as selected from JA Equipment Rentals LLC's available inventory and specified in the rental invoice or confirmation email.

VII. SECURITY DEPOSIT. Prior to taking possession of the Equipment, the Lessee shall be required to pay a deposit in the amount of \$150.00 ("Security Deposit") for the performance by the Lessee under this Agreement for damages caused by the Lessee or Lessee's agents to the Equipment during the Lease Term. In addition, the Security Deposit may be applied to any amount owed by the Lessee to the Lessor. After the rental is over it is the renter's responsibility to initiate the refund process by contacting the equipment rental business. Renters should verify that they have returned the equipment in good condition and that there are no outstanding balances.

VIII. DELIVERY OF EQUIPMENT. The delivery of the Equipment to the Lessee at the start of the Lease Term and returning to the Lessor at the end of the Lease Term shall be the responsibility of the Lessee.

IX. OPTION TO PURCHASE. During the Lease Term, the Lessee shall not have the option to purchase the Equipment. If the Parties do come to an Agreement to purchase, it shall be in a separate agreement.

X. REPAIRS AND MAINTENANCE. If for any reason the Equipment shall need repairs or maintenance due to wear-and-tear, the Lessee shall be responsible. The Lessee shall maintain, at the Lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items. If the Equipment is not in good repair, appearance and condition when it is returned to the Lessor, the Lessor may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessor will make the said

repairs within a reasonable time of taking possession of the Equipment and will give the Lessee written notice of and invoices for the said repairs. Upon receipt of such invoices, the Lessee will immediately reimburse the Lessor for the actual expense of those repairs. The Lessee may, but is not obligated to, enforce any warranty that the Lessor has against the supplier or manufacturer of the Equipment. The Lessee will enforce such warranty or indemnity in its own name and at its own expense.

XII. ACCEPTANCE OF EQUIPMENT. The Lessee shall inspect each item and part of the Equipment upon delivery and pursuant to this Agreement. The Lessee shall have one (1) hours from the delivery date to inform the Lessor of any discrepancies. The Lessee shall inspect each item of equipment delivered pursuant to this Lease. The Lessee shall immediately notify the Lessor of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Lessee fails to provide such notice before accepting delivery of the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule.

XIII. NO WARRANTY. The Lessor makes no warranties, express or implied, as to the equipment leased. The Lessee assumes responsibility for the condition of the Equipment.

XIV. RISK OF LOSS OR DAMAGE. The Lessee assumes all risk of loss or damage to the Equipment from any cause and agrees to return it to the Lessor in the condition received, with the exception of wear and tear, unless otherwise provided in this Agreement.

a.) Damaged or Lost Equipment. Unless otherwise provided in this Agreement, if the equipment is damaged or lost, the Lessor shall have the option of requiring the lessee to either repair the Equipment to a state of good working order or to replace the Equipment with like-equipment and in equal condition. The final decision for approval of any lost or damaged Equipment will be ultimately up to the Lessor. To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause. If the Equipment is lost or damaged, the Lessee will continue paying Rent, will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition. In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor all unpaid Rent for the Term plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Lessee.

Lessee will be reasonable for risk of loss, theft, damage or destruction to the Equipment from any and every cause. Includes tire, engine, chassis, seat control, hand control, and carriage due to misuse or negligence

Loss and Damage/ Customer Responsibilities

If the Equipment is lost or damaged, the Lessee will continue paying Rent, and will provide the Lessor with prompt written notice of such loss or damage and will pay to the Lessor all unpaid Rent for the Term plus the Casualty Value of the Equipment. 10. In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor all unpaid Rent for the Term plus the Casualty Value of the Equipment.

XV. TAXES AND FEES. During the Lease Term, the Lessee shall be responsible and be required to pay any applicable taxes, assessments, license, registration, or any other fees associated with the handling and operation of the Equipment.

XVI. DEFAULT. The occurrence of any of the following shall constitute a default under this Agreement:

- a.) Failure of Payment. The failure of the Lessee to make a required payment under this Agreement;
- b.) Violation of Agreement. The violation of any provision of this Agreement that is not corrected within five (1) days after written notice has been received;
- c.) Bankruptcy. The insolvency or bankruptcy of the Lessee; and
- d.) Seizure. The subjection of any of the Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or government agency.

REMEDIES. On the occurrence of an Event of Default, the Lessor will be entitled to pursue any one or more of the following remedies (the "Remedies"):

- Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Lessee.
- Apply the Deposit toward any amount owing to the Lessor.
- Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
- Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee waives any and all damage occasioned by such taking of possession.
- Terminate this Agreement immediately upon written notice to the Lessee.
- Pursue any other remedy available in law or equity.

XVII. RIGHTS UNDER DEFAULT. If the Lessee shall default under this Agreement, and without notice to or demand on the Lessee, the Lessor may take possession of the Equipment as provided by law with the right to deduct the costs of recovery, including any attorney's fees and legal costs, in addition to any repair or other costs to obtain the Equipment and bring to the same condition as the Lessee received upon initial delivery and hold the Lessee responsible for any deficiency. The rights and remedies of the Lessor provided by law and this Agreement shall be cumulative in nature. The Lessor shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.

XVIII. ASSIGNMENT. The Lessee is strictly prohibited from assigning or subletting the Equipment in any manner unless written consent is given by the Lessor. In addition, the Equipment may not be used by any person or associate other than the Lessee and their agents, employees, and subcontractors.

ALTERATIONS. Lessee shall make no alterations to the equipment without the prior written consent of the Lessor. All alterations shall be the property of the Lessor and subject to the terms of this Lease.

MAINTENANCE AND REPAIR. The Lessee shall maintain, at the Lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items.

LESSOR'S RIGHT OF INSPECTION. The Lessor shall have the right to inspect the equipment during Lessee's normal business hours.

RETURN OF EQUIPMENT. At the end of the Lease term, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's expense.

OPTION TO RENEW. If the Lessee is not in default upon the expiration of this lease, the Lessee shall have the option to renew this Lease for a similar term on such terms as the parties may agree at the time of such renewal.

RISK OF LOSS OR DAMAGE. The Lessee assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear, unless otherwise provided in this Lease.

INDEMNITY OF LESSOR FOR LOSS OR DAMAGES. Unless otherwise provided in this Lease, if the equipment is damaged or lost, the Lessor shall have the option of requiring the Lessee to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Lessor and subject to this Lease.

The Lessee will indemnify and hold harmless the Lessor against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Lessee's use of the Equipment.

LIABILITY AND INDEMNITY. Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Lease is the obligation of the Lessee, and the Lessee shall indemnify and hold the Lessor harmless from and against all such liability.

The Renter acknowledges and agrees that the use of the rented equipment is at the Renter's sole risk and liability. In no event shall Company, its officers, directors, employees, agents, or affiliates be liable for any damages, claims, demands, or causes of action arising from or related to the rental or use of the equipment, including but not limited to personal injury or death, property damage, or damage to other equipment or property. The Renter assumes all risk of liability for any and all damages or injuries caused by or arising from the use or operation of the rented equipment, and agrees to indemnify and hold harmless Company from and against any and all such damages or claims.

CASUALTY INSURANCE. The Lessee shall insure the equipment in an amount sufficient to cover the replacement cost of the equipment.

Use of Equipment

- The Lessee will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.
- The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose.
- Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.
- **Surrender**
- At the end of the Term or upon earlier termination of this Agreement, the Lessee will return the Equipment at the Lessee's cost, expense and risk to the Lessor by delivering the Equipment to 2871 W 7180 S West Jordan UT 84084 United States, USA. If the Lessee fails to return the Equipment to the Lessor at the end of the Term or any earlier termination of this Agreement, the Lessee will pay to the Lessor any unpaid Rent for the Term plus the Casualty Value of the Equipment plus 10% of the Casualty Value, at which point ownership of the Equipment will pass to the Lessee.
- Use the equipment carefully and for its intended purpose. Comply with all manufacturer requirements/recommendations and with all applicable laws. Do not alter/modify the equipment without the permission of the owner. Equipment may not be moved from the specified job site. Equipment may not be driven on the road any distance that exceeds 1/2 mile.

XIX. SEVERABILITY. If any portion of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall constitute to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, that it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XX. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws located in the State where the Equipment is being rented.

XXI. ENTIRE AGREEMENT. This Agreement constitutes the full agreement between the Parties. No changes are valid unless made in writing and signed by both Parties.

XXII. EXECUTION. By signing below, both Parties agree to the terms of this Agreement.

FUEL. The rented equipment will be provided with a full tank of diesel fuel at the commencement of the rental period. The Renter agrees to return the equipment with a full tank of diesel fuel upon completion of the rental period. If the equipment is returned with less than a full tank of diesel fuel, the Renter will be charged for the cost of the missing fuel, plus a \$10 convenience fee. The fuel cost will be calculated based on the current market rate, and the Renter authorizes JA Equipment Rental to charge the Renter's credit card or other payment method on file for the fuel cost and convenience fee.

Lessee is required to

- Perform regular fluid checks and top off as necessary. To include coolant, fuel, hydraulic, engine, differential and axle.

- Maintain at least 1/4 tank fuel level. #2 Diesel only.
- Repair or replace hydraulic hoses and fittings as needed.
- Keep machine clean and free of mud and debris

Lessee is required to prevent

- Overloading of starter motor.
- Shock loading of driveline and transmission components • Critical discharge of battery.
- Damage to key switch.
- Tire slipping resulting in chunking or tearing of tread.
- Driving in mud or loose material beyond axle depth.
- Contacting overhead power lines.
- Machine tip over.
- Glass and vinyl cracking or breakage.
- Damage to machine controls and switches