

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

For good and valuable consideration, you and Chester Leasing, Inc., an Ohio corporation, d/b/a "CCM Rental" (hereinafter, "CCM," "Lessor," "we," "us" and "our") agree as follows:

1. **Definitions:** As used herein, "P.1" means the first page or "face" of this Contract; "Contract" means P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including the Instructions referenced in Section [or "§"] 5); "Site" means address where the Item(s) will be delivered and/or used, as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the customer or lessee identified on P.1.
2. **Rental:** You agree to rent from CCM the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay CCM the rent set forth on P.1 (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by CCM in the condition required under § 7. Unless otherwise specifically agreed by CCM, all rental rates are for normal use of the Rented Item(s) on: (a) a single-event basis for special events-related Items (including without limitation, tents, tables, chairs, linens, glassware, flatware, concession Items and audio-visual equipment); and (b) a single-shift basis for all other Items (including without limitation, vehicles, tools and equipment), not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (a "Rental Day"), 40 hours per 7-Rental Day period, and 160 hours per 28-Rental Day period, and otherwise in accordance with the terms of this Contract. Additional prorated Rent will be due for overuse and late returns. No allowance will be made for period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay us: (i) the amounts due immediately, as specified on P.1, prior to commencement of the Term (together, the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount 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 unless otherwise specifically agreed by CCM. Anything remaining with, in or on any Rented Item(s) upon return will be deemed surrendered and abandoned.
3. **Title:** Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), CCM owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including Re-Rented Item(s)) is to use it/them in compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. **You SHALL NOT loan, transfer, sublease or assign any Rented Item or this Contract without our prior written consent.** We may sell and/or assign all or any part of our interests in the 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 CCM.
4. **Site:** You will ensure the Site is reasonably clean, safe, secure and otherwise fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery and/or retrieval), you will: (a) pay our regular charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site at all times. We will not be responsible for delay(s) caused by other parties, including providers of other goods or services ("Other Providers") for which you hereby release, indemnify and hold harmless CCM. If you are not present upon our delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition and quantities of the Item(s) and the Site).

5. Instructions: Upon your receipt (or if earlier, our delivery to the Site) of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is complete, in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by CCM), examined and inspected solely by you or your agents; and (b) you: (i) have received, read and understand the training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable EPA, OSHA, NFPA, IBC, IFC, IEEE, ASSE, ASME, DOT and/or ANSI Standards) pertaining to the Rented Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica, and Electronic Logging Device requirements); (iii) have been made aware of the need to use all recommended and required safety equipment (**INCLUDING FALL AND RESPIRATORY PROTECTION DEVICES**); (iv) will give all required notice(s) to, and timely obtain all applicable licenses, authorizations, permits and approvals from, the appropriate governmental authorities, utilities, cable companies and the Site owner(s); (v) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (vi) will ensure that all others comply with this Contract at all times.

6. Dig Notices: O.R.C. § 3781.25-32 requires that anyone penetrating the surface of the earth must have the utilities marked on their property before the "dig." The Ohio Utilities Protection Service (OUPS) will arrange to have any **public** underground utilities marked on the Site. Please call them at **1-800-362-2764** up to 10 days prior to the installation date, but no later than 48 hours prior thereto. The Ohio Oil & Gas Producers Utilities Protection Service (OGPUPS) should also be called. They can be reached at **1-614-715-2984**. You will need to know your county, township, and township section number for your event location. Both services are **free**.

7. Duty of Care: You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. Certain Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING, OR PACKING ITEMS THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**

8. Malfunctions: In the event of a Malfunction, you will immediately notify CCM, and provided such Malfunction did not result from or in connection with your breach of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as reasonably possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. CCM will have no other obligation(s) regarding Malfunctions, all of which you hereby waive (including incidental and consequential damages).

9. **WARNINGS**: TENTS, INFLATABLES AND OTHER "TEMPORARY STRUCTURES," AS WELL AS LIFTS, SCAFFOLDS, GENERATORS, AND POWERED EQUIPMENT AND TOOLS (INCLUDING ITEMS USED FOR DIGGING, DRILLING, CUTTING, COMPACTING, BREAKING, BORING, LOADING, TOWING AND/OR HAULING), CAN BE **DANGEROUS**, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. EXERCISE **EXTREME CARE** WHEN DEALING WITH SUCH ITEM(S).

10. TRAINING: YOU AGREE TO PROVIDE ALL REQUIRED FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S), and ensure that each Rented Item is used reasonably, safely and only: (a) **for its intended purpose(s)**; (b) within its rated

capacity; (c) at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, CERTIFIED, FAMILIARIZED AND/OR LICENSED (AS APPLICABLE) ADULTS; and (e) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, conceal, modify or damage any Rented Item. YOU SHALL ALSO: (A) **ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES**; AND (B) POST IN A CONSPICUOUS PLACE, AN OSHA-COMPLIANT **EVACUATION PLAN** FOR ALL TEMPORARY STRUCTURES.

11. **NO WARRANTIES**: CCM IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S), ALL OF WHICH ARE PROVIDED **"AS-IS"**. NEITHER CCM NOR ANY TPO, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF **MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE**, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR GOOD AND WORK-MANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY ARISING FROM OR IN CONNECTION WITH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY CCM OR ANY TPO, NOR DOES CCM OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS, OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY CCM OR ANY TPO.

12. **ASSUMPTION OF RISK AND INDEMNITY**: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, INSTALLATION, STORAGE, SERVICING, REPAIR, MAINTENANCE, 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, CCM AND EACH TPO**, and their respective owners, shareholders, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising from and/or in connection with your breach of this Contract; and (C) **WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, special, exemplary and punitive damages, against each of the Indemnitees.

13. **Limited Damage Waiver**: If and *only if*, we have offered and you have paid the non-refundable fee for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, *if available*) in advance of the Term, your liability to CCM for physical damage to the Rented Item(s) will be limited as provided in our separate Damage Waiver Guide and Addendum, a copy of which you acknowledge receiving and carefully reviewing. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

14. **Other Rights and Obligations**: You agree to maintain any and all insurance we may require during the Term (including without limitation, liability insurance with minimum limits of \$1,000,000 per occurrence, and property damage / inland marine insurance for the full (new) replacement value of the Rented Item(s)). To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property placed in or on, affixed to, and/or improved with, any Rented Item(s). We may, without notice or liability to you, inspect and/or monitor (in person or electronically) any Rented Item(s) at any time, and all information thereby obtained will be our exclusive property. If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any

Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide. 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) we actually receive from you hereunder. You agree to pay all taxes, tolls, fines, fees, assessments and other charges related to each Item and/or this Contract. If any legal action is commenced in connection with this Contract, we will be entitled to recover from you our associated attorneys' fees, costs and expenses if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies.

15. Sale Terms: Any item(s) sold to you ("Sale Items"), as provided on P.1, are provided "**AS-IS**" and "**WITH ALL FAULTS,**" and are subject to the terms of this Contract (modified to address sales). All Items not specifically identified as Sale Items on P.1 will be deemed "Rented Item(s)."

16. Default: Your duties hereunder are unconditional. If you or any guarantor: (a) fail to fully and timely honor, pay or perform this Contract and/or any of your obligations hereunder; (b) provide any incorrect or misleading information to us; (c) become insolvent or declare bankruptcy; or (d) die or cease conducting business, or if any Item(s) shall be lost, damaged or destroyed (except to the extent covered by LDW as provided in § 13), you will be in default, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental(s); (ii) seek relief from stay; (iii) recover, empty, lock and/or disable any Item(s) without being guilty of breach or trespass or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless CCM and its agents); (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 Term and collection costs); and/or (vii) pursue any other rights and/or remedies available in connection herewith, all of which shall be cumulative.

17. Interpretation: This Contract, and any Addenda we provide (including as applicable, our Temporary Structures, Damage Waiver and Trailer Addenda), each of which is incorporated herein, constitute the entire agreement between you and CCM, superseding all other agreements and representations (including our website and advertising) and will be enforceable only by you, Chester Leasing, Inc., and our respective successors and permitted assigns. If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain in full force and effect. This Contract cannot otherwise be modified without our written consent. Time is of the essence. There are no third-party beneficiaries hereto, other than the TPO(s), if any, with respect to your obligations hereunder. 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 (unless we otherwise agree). This Contract shall be interpreted under the laws of Ohio. Proper venue for all civil legal actions commenced in connection with this Contract shall lie solely in the federal, state and local courts located in or nearest to the County in which the CCM location from which you obtained the Item(s) is located (unless waived by CCM). You consent and submit thereto, and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials included hereon and/or on any Addenda we provide will be deemed originals.

18. Warning: Under ORC, § 2913 (and specifically, §§ 2913.02, 41 and 72), if you fail to return or pay the amount(s) due for the Rented Item(s) at the agreed upon time(s), you may be subject to **CRIMINAL PROSECUTION** for theft and/or ordered to make restitution for the cost of repairing or replacing such Item(s) as well as any other losses (including loss of revenue) incurred by the Lessor.