

## EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement (this "Agreement") is entered into by and between SEIGE LLC, (hereinafter "Lessor") and Lessee (as named on the signature page hereto). Pursuant to this Agreement, Lessor will rent to Lessee the equipment described on the signature page hereto (the "Equipment") subject to the terms and conditions set forth herein. In consideration of the mutual covenants and agreements set forth herein, the parties to this Agreement hereby agree as follows:

**1. SIGNATURE PAGE:** The Equipment, rental rate (including all charges and fees but not including any surcharges that are incurred later), rental period, rental location, and the delivery method shall be as described on the signature page hereto.

**2. INSPECTION AND CONDITION OF EQUIPMENT:** Equipment shall be returned in the same or better condition as when it was rented out, with the same level of fuel, and shall be clean. If Equipment is not returned in the same or better condition, clean, and with same level of fuel Lessee shall pay associated fees. Lessee acknowledges (a) that Lessee has personally inspected the Equipment and finds it suitable for Lessee's needs and in good condition, (b) that Lessee understands its proper use and agrees to inspect the Equipment prior to use and notify Lessor of any defects.

**3. LOADING, UNLOADING, AND TRANSPORTING THE EQUIPMENT:**

a. If Lessor's employees assist in loading or unloading the Equipment, Lessee agrees to assume the risk of, and hold Lessor harmless from any property damage or personal injuries, including damage or injuries attributable to the negligence of Lessor and its employees.

b. Lessee agrees to inspect all trailer coupling mechanisms and safety chains before leaving Lessor's premises. Lessee agrees to inspect the Equipment at least every 100 miles and to maintain the coupling and chains in a safe and secure condition.

**4. USE OF THE EQUIPMENT:** Use of the Equipment in the following circumstances is prohibited and constitutes a breach of this Agreement:

a. Use for illegal purposes or in an illegal manner.

b. Improper use, unintended use, or misuse.

c. Use by anyone other than Lessee or Lessee's employees without Lessor's written consent.

d. Excluding trailers, use at any location other than the address(es) set forth on the signature page hereto without Lessor's written consent.

e. Use of attachments on any machine other than the machine attachments were rented out with without Lessor's written consent.

**5. REPLACEMENT OF THE EQUIPMENT:** If the Equipment becomes unsafe or in disrepair, Lessee agrees to discontinue use and notify Lessor who will, subject to availability, replace the Equipment with similar equipment in good working order. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise related to the replacement of Equipment.

**6. ASSIGNMENTS, SUBLEASES, AND LOANS OF THE EQUIPMENT:** Lessor may assign its rights under this Agreement without Lessee's consent. Lessee may not sublease or loan the Equipment without Lessor's written consent. Any purported assignment, sublease or loan of the Equipment by Lessee without Lessor's written consent shall be void.

**7. WARRANTIES:** THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESS OR IMPLIED. There is no warranty that the Equipment is suited for Lessee's intended use or that it is free from defects.

**8. OWNERSHIP AND TITLE:** The Equipment is, and shall at all times remain, the sole and exclusive property of the Lessor, and the Lessee shall have no right, title, or interest therein or thereto except as expressly set forth in this Agreement.

**9. ASSUMPTION OF RISK, DAMAGES, AND ALLOCATION OF FEES:**

a. Lessee assumes the risks of and holds Lessor harmless from any damages (to property or otherwise) or liability arising from personal injuries related to the use of the Equipment or arising from Lessor's negligence. Lessee shall indemnify and hold Lessor harmless from any claims made by third parties for loss, injury, or damage to their persons or property arising out of Lessee's possession, use, maintenance, or return of the Equipment, including legal costs incurred in defense of such claims.

b. Lessee will immediately notify Lessor in the event of any accident involving the Equipment.

c. Lessor is not liable for damage to Lessee's bumper or automobile done by detachable hitches.

d. Lessee agrees to pay for all damages to the Equipment, regardless of cause, except for reasonable wear and tear while the Equipment is out of the possession of Lessor. Equipment damaged beyond repair will be paid for by Lessee at its replacement cost when rented.

e. Lessee agrees to pay all reasonable collection, attorneys and court fees, and other expenses involved in the collection of the charges or enforcement of Lessor's rights under this contract.

**10. LESSEE REPRESENTATION:** Lessee represents to Lessor that Lessee is neither the manufacturer of the Equipment nor an agent of the manufacturer.

**11. LESSEE RESPONSIBILITIES:** The Lessee is responsible for all costs, including labor and parts, necessary to keep the Equipment in good repair and operating condition. Lessee shall maintain and operate the Equipment in accordance with all manufacturers' guidelines and instructions. Lessee shall comply with all applicable laws, regulations, and rules relating to the use, possession, or maintenance of the Equipment. Lessee shall promptly notify Lessor of any damage to the Equipment. Lessee shall not make any alterations, additions, or improvements to the Equipment without the prior written consent of Lessor.

**12. RETURN OF THE EQUIPMENT:**

a. Lessee's right to possession of the equipment terminates on the expiration of the rental period set forth on the signature page hereto. Retention of the Equipment after this time constitutes a material breach of this Agreement. Time is of the essence in this Agreement. Any

extension to the rental period must be mutually agreed upon in writing. Lessor may report as stolen all personal property not returned within the rental period.

b. Upon termination of the rental period, Lessee shall return the Equipment to Lessor's premises during Lessor's regular business hours in the same condition as the Equipment was rented, aside from reasonable wear and tear. Lessee shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Lessor's regular business hours.

**13. TERMINATION AND CANCELLATION:** Either party may terminate this Agreement for any reason upon providing written notice to the other party. If Lessee terminates this Agreement prior to the end of the rental period, Lessee agrees to pay any costs associated with the early termination, including, but not limited to, all rental charges up through the date of termination. Upon (a) Lessee's failure to pay the rental fees set forth on the signature page hereto or (b) Lessee's breach of any term in this Agreement, Lessor may terminate this Agreement immediately and demand the immediate return of the Equipment. Upon termination, Lessor is entitled to take possession of the Equipment, regardless of location, and Lessor and Lessor's agents shall not be liable for any damages arising from the removal of the Equipment.

**14. OVERDUE ACCOUNTS:** The rental fees set forth on the signature page hereto are due and payable at the termination of the rental period. A service charge may be assessed on all overdue accounts.

**15. INDEMNITY:** Lessee shall indemnify, defend and hold harmless Lessor from any and all claims, demands, actions lawsuits, and recoveries of any kind whatsoever for injury, liability, damages, death, compensation or otherwise brought by Lessee of anyone on Lessee's behalf, including attorney's fees and any related cost, if litigation arises pursuant to any claims made by Lessee or anyone else acting on Lessee's behalf. If Lessee incurs any of these types of expenses, Lessee agrees to reimburse Lessor.

**16. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.

**17. MEDIATOR:** Any disagreement involving the terms and conditions of this agreement shall be resolved by a 3<sup>rd</sup> party mediator. Both parties agree that the determination of the mediator shall be a final resolution to any dispute.

**18. SEVERABILITY:** Should the mediator find any provision to be unenforceable, the remaining provisions shall, nevertheless, be in full force and effect.

In witness whereof, the parties hereto have executed this Agreement as of the date on the signature page.

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(Lessee)

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(Date)