

NEWTOWN TOOL & EQUIPMENT EXCHANGE
RENTAL SERVICES AGREEMENT

Section 1. General. This Rental Services Agreement (this “Agreement”) is between Newtown Tool & Equipment Exchange, LLC. (“Company”) and the customer identified on the Confirmation of Rental Appointment (“Confirmation of Rental Appointment”), produced upon reservation and incorporated herein by reference, or otherwise on the signature page of this Agreement (“Renter”). Company will provide Renter the tools, large equipment, or vehicles (collectively, “Equipment”) described in the Confirmation of Rental Appointment or otherwise on the signature page of this Agreement and in accordance with the terms set forth in this Agreement. Company will provide the Equipment “as is” and in good working condition during the rental period (the “Rental Period”) and according to the initial rental subtotal price identified in the Confirmation of Rental Appointment or otherwise on the signature page of this Agreement (“Rental Price”). Renter agrees to return the Equipment in good working order prior to the expiration of the Rental Period, or to pay the additional rental fees described in Section 10.

Section 2. Payment. Renter is responsible for all charges due in full at the commencement of the Rental Period or upon Company’s request, using a payment method approved by Company. At Company’s discretion, Renter consents to the reservation of credit for estimated charges due, and authorizes Company to process all amounts due (including vehicle rental, traffic law violations and parking citations, and any applicable administrative charge). Renter must notify Company in writing of any disputed amounts, including credit card charges, within seven (7) business days after the receipt of Company rental contract/invoice, or Renter will be deemed to have irrevocably waived Renter’s right to dispute such amounts. Renter will also pay all direct costs of collection, including reasonable attorneys’ fees and expenses, and interest at the highest rate permitted by law on any past-due amounts.

Section 3. Permitted Use, Restrictions, and Maintenance. Renter agrees that Company has no control over the manner in which the Equipment is operated during the Rental Period. Renter warrants that:

- (a) Renter is at least eighteen (18) years of age, of sound mind, and possesses the full legal capacity to enter into and be bound by this Agreement;
- (b) Renter will inspect the Equipment to confirm that it is in good condition, without defects and is suitable for Renter’s intended use;
- (c) Renter has received all information requested regarding the operation of the Equipment;
- (d) Company is not responsible for providing operator or other training unless requested by Renter;
- (e) Renter will use the Equipment for its customary purpose, in compliance with all operating and safety instructions, immediately discontinue use of the Equipment if it

becomes unsafe or in a state of disrepair, and not use the Equipment in a negligent, unauthorized, or abusive manner;

- (f) The Equipment will be kept in a secure location;
- (g) Renter will maintain possession of the Equipment and will not sublease, sell the Equipment, or assign this Agreement;
- (h) Renter will keep the Equipment free and clear of all liens, charges and encumbrances;
- (i) Renter will use the Equipment in compliance with all applicable laws and regulations;
- (j) Renter will not alter or cover up any decal or insignia on the Equipment or remove any operational or safety instructions;
- (k) Renter will not aid in the vandalism or theft of the Equipment;
- (l) Renter will not rent the Equipment upon the basis of false or misleading information;
- (m) Renter will not operate the Equipment while intoxicated, under the influence of any substance, or affected by any other condition that impairs Renter's ability to operate the Equipment; and
- (n) Renter will not remove, operate, or utilize the Equipment outside of the Pennsylvania without the prior written consent of Company.

Section 4. For Tool and Large Equipment Rentals Only. Renter is required to maintain proper fuel, oil or lubrication levels in the tool and large equipment. Renter further agrees to perform routine inspections on the Equipment, including inspections on leaks, cooling systems, water batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications.

Section 5. For Vehicle Rentals Only. The rented vehicle includes tires, loading ramps, if applicable, a trailer, customary vehicle accessories, and documents ("Vehicle").

- (a) **Use Restrictions.** The following restrictions apply to the use of the Vehicle:
 - i. The Vehicle will not be operated by anyone except Renter;
 - ii. All occupants in the Vehicle must comply with seat-belt and child-restraint laws;
 - iii. The number of passengers in the Vehicle will not exceed the number of seat-belts and child-restraints;
 - iv. Renter will only operate the Vehicle on regularly maintained roadways;
 - v. Renter will ensure that keys are not left in the Vehicle and will close and lock all doors and windows upon exiting the Vehicle;
 - vi. Renter will not (i) transport people or property for hire; (ii) tow anything (with the exception of an attached trailer if rented pursuant to this Agreement); (iii) carry or transport hazardous or explosive substances; (iv)

engage in a speed contest; or (v) load the Vehicle or transport weight exceeding the Vehicle's maximum capacity;

- vii. Renter will not engage in reckless misconduct which causes the Vehicle damages or causes personal injury or property damage; and Renter will not use the Vehicle for the commission of a felony or for the transportation of illegal drugs or contraband.

(b) **Fuel**. Renter will return the Vehicle with the same level of fuel that the Vehicle contained when rented ("Original Fuel Level"). Vehicles returned with less than the Original Fuel Level are subject to a fuel replacement charge.

(c) **Repossession of Vehicle**. The Vehicle may be repossessed, without notice and at Renter's expense, if the Vehicle (i) is not returned to Company at the expiration of the Rental Period; (ii) is illegally parked; (iii) is used in violation of law or this Agreement; (iv) is sold or transferred in violation of this Agreement; or (v) appears to be abandoned.

(d) **Property Placed, Transported or Left in Vehicle or at Company**. Renter is solely responsible for all loss of and damage to any property placed, transported or left in the Vehicle, or at the Company. Renter will pay all costs associated with the disposal of any such property.

(e) **Parking Citations**. Renter will pay all fines for parking citations issued during the Rental Period. In the event Company is required to respond to authorities concerning any citations, Company may charge Renter an administrative fee. Company may provide information about this Agreement to those authorities.

(f) **Toll Fees**. Renter will pay all toll fees accrued during the Rental Period and in the event Company is required to pay toll charges, Company may charge Renter an administrative fee plus the cost of the toll fee(s) after the Rental Period has concluded. Renter agrees that additional charges may occur up to 12 months after the rental period has concluded.

Section 6. Equipment Return. On or before the date and time specified in the Agreement, Renter will return the Equipment to Company in the same condition as when rented. Moreover, if the Equipment is not returned as specified in this Section, a cleaning charge, a drop charge or a rate change may apply (in addition to any remedies set forth below). If the Equipment is not returned at the expiration of the Rental Period or if Company determines that the Equipment is no longer in Renter's possession, Renter will be deemed unlawfully in possession of the Equipment, and Company may, among other remedies, seek the issuance of a warrant for the arrest of Renter or any other person in possession of the Equipment.

Section 7. Tracking. The Equipment may be equipped with a tracking device that enables Company to monitor the use and location of the Equipment. The tracking device may be used to collect the Equipment's location (determined by GPS systems), fuel consumption, mileage, and systems status information. Company may use the information for various purposes, including, but not limited to: (i) locating lost or stolen Equipment; (ii) analyzing and improving Company's rental program; (iii) enforcing the terms of this Agreement; or (iv) providing Renter with support, assistance, or services. Company may share information collected with companies performing services for Company, and as deemed necessary by Company to comply with legal process or a request from a governmental entity, and to protect Company's rights and property.

Section 8. Investigations. All Renters will promptly complete incident reports, deliver to Company a copy of all related documents, and fully cooperate with Company's investigation of any vandalism, theft, accident, claim or lawsuit involving the Equipment. This obligation to cooperate does not create a duty of defense by Company.

Section 9. Equipment Damage. Regardless of fault, Renter is responsible for all loss of and damage to tools and large equipment (including loss or damage due to normal use and damage caused by theft, abuse, misuse, neglect, or intentional acts). Renter is responsible for Company's loss of use and an administrative charge for expenses associated with processing the loss and damage claim (collectively, "Administrative Charges"). Regardless of fault, Renter is responsible for all loss of and damage to the Vehicle (including loss or damage to the spare tire, jack, trailer (when applicable), and loading ramps), plus actual towing, storage, impound and other related expenses. Renter is responsible for Company's loss of use and Administrative Charges.

Section 10. Repairs. Renter agrees that an estimated "Repair Cost" will be charged for tools and large equipment that is returned with damage due to abuse, misuse, neglect, or intentional acts. The Repair Cost will not exceed the fair market value of the Equipment and applicable fees. Renter acknowledges and agrees to pay the Repair Cost and authorizes Company to charge the Repair Cost to Renter. All maintenance or repairs must be performed by Company. Renter will not repair or replace any part of the Equipment or otherwise alter the Equipment without the prior written consent of Company. In the event consent is not obtained, Renter will pay for all unauthorized repairs, replacement parts, and the cost of restoring any unauthorized alterations.

Section 11. Limitations of Liability. DURING THE RENTAL PERIOD, RENTER ASSUMES ALL RISKS ASSOCIATED WITH AND FULL RESPONSIBILITY FOR THE POSSESSION, CUSTODY AND OPERATION OF THE TOOLS AND LARGE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, RENTAL CHARGES, RENTER TRANSPORT,

LOADING AND UNLOADING, PROPERTY DAMAGES AND DESTRUCTION, LOSSES, PERSONAL INJURY, AND DEATH. RENTER EXPRESSLY ASSUMES ALL RISK OF DAMAGE TO THE EQUIPMENT. FAILURE TO RETURN THE EQUIPMENT COULD LEAD TO RENTER BEING PROSECUTED FOR A CRIME.

Section 12. No Warranties. Company does not design or manufacture the Equipment and is not the agent of the manufacturer or any other supplier of the Equipment. COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter acknowledges acceptance of the Equipment “as is” and on a “where is” basis, with “all faults” and without any recourse whatsoever against Company.

Section 13. Indemnification. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, RENTER HEREBY INDEMNIFIES, RELEASES, AND HOLDS COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES), LIABILITIES AND DAMAGES (INCLUDING PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) ARISING OUT OF: (I) ALL CLAIMS BY OR AGAINST COMPANY ARISING OUT OF RENTER’S OPERATION OF THE EQUIPMENT; AND (II) ALL CLAIMS BY OR AGAINST COMPANY ARISING OUT OF RENTER’S FAILURE TO COMPLY WITH ALL TERMS OF THIS AGREEMENT. RENTER’S INDEMNITY OBLIGATION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, RENTER AGREES THAT THIS CLAUSE WILL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT TO THE CONTRARY, COMPANY WILL NOT BE LIABLE TO RENTER, AND RENTER WAIVES ANY CLAIM AGAINST COMPANY FOR LOST USE, LOST PROFIT, LOST REVENUE, LOST SAVINGS, LOST REPUTATION, LOSS OF PRODUCTIVITY, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RELATED TO THE RENTAL, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT AND WHETHER OR NOT ANY LIMITATION OF REMEDY HEREUNDER IS DEEMED TO FAIL IN IT ESSENTIAL PURPOSE.

Section 14. Default. To extend the Rental Period, Renter must obtain Company’s written approval prior to the expiration of such Rental Period. Should Renter fail to return the Equipment prior to the expiration of the Rental Period or fail to return the Equipment in as good

order and condition as when received, Renter will be in default of this Agreement. In addition to remedies set forth in Section 6 (Equipment Return), if the Equipment is not returned prior to expiration of the Rental Period, Renter will be charged an additional rental fee (“Additional Rental Fees”) until the first to occur of the following: (i) the Equipment is returned; (ii) Company has received funds in the amount of the value of the Equipment based upon the condition of the Equipment at the beginning of the Rental Period (“Present Value”); or (iii) the 30th day after the Rental Period expires.

Section 15. Breach. In the event that Company determines Renter has violated any term or condition of this Agreement, Company may take all action necessary to secure either the return of the Equipment or funds equal to the Present Value. In the event Company must take actions pursuant to this Section or Section 6 (Equipment Return), Renter will reimburse Company for all costs incurred including, without limitation, reasonable attorney’s fees. Renter expressly agrees and hereby authorizes Company to charge to the Renter, all amounts described in the Confirmation of Rental Appointment or otherwise shown on the signature page of this Agreement, and all charges subsequently incurred by Renter under or related to this Agreement, including but not limited to: (i) extension of the Rental Period; (ii) any charges incurred in connection with the recovery of the Equipment; and (iii) any charges incurred for failure to return the Equipment, INCLUDING, WITHOUT LIMITATION, ADDITIONAL RENTAL FEES OR EQUIPMENT REPLACEMENT FEES (less any paid Additional Rental Fees). To the extent required by applicable payment card network rules, Company will obtain Renter’s additional authorization to charge Renter, if applicable, for any insurance costs related to Equipment loss, theft, or damage during the Rental Period.

Section 16. Notice. RENTER HEREBY AGREES THAT RENTER IS NOT ENTITLED TO NOTICE OF DEFAULT OR NOTICE OF ANY ACTION OF ENFORCEMENT BY COMPANY OTHER THAN WHAT IS EXPRESSLY PROVIDED FOR UNDER THIS AGREEMENT. Should Company fail to meet any of its obligations under this Agreement, Renter’s only remedy is repair or replacement of the Equipment or a rental charge adjustment at Company’s sole discretion. Company may elect to send any notices to Renter by any means determined by Company.

Section 17. Renter’s Independent Status. The relationship between the parties under the Agreement is that of independent contractors. Renter is not the agent or authorized representative of Company for any purpose.

Section 18. Governing Law and Dispute Resolution. This Agreement will be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to any Pennsylvania or other conflicts of laws principles. Any disputes arising from or relating to these terms shall be resolved exclusively in the state courts located Bucks County, Pennsylvania

or the federal courts located in Pennsylvania and Renter consents to the personal jurisdiction of such courts.

Section 19. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If any court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would be valid and enforceable, then such provision will be deemed to be written, construed, and enforce as so limited.

Section 20. Entire Agreement. This Agreement represents the entire agreement between Company and Renter. This Agreement may not be amended or modified except in writing signed by both parties. This Agreement supersedes any prior written or oral agreements between the parties. Renter acknowledges that there were no representations or warranties made to Renter concerning the Equipment or the rental that are not expressly set forth herein and Renter did not rely on any such representations except as expressly set forth herein.

Section 21. Statements of Understanding. Renter acknowledges that Renter is the only person authorized to operate the Equipment and is responsible for the following:

- (a) Ensuring Renter's vehicle is able to tow the Equipment;
- (b) Cost of injury to a person or any damage to the Equipment incurred during the transport or use of the Equipment, including tire damage/flat tires;
- (c) If the Equipment is returned dirty, a cleaning charge;
- (d) If the Equipment is returned without a key, a lost key fee;
- (e) If the Equipment is unavailable for pick up at contract specified time, a trip charge fee;
- (f) If Equipment tips over, Renter will immediately switch off the unit and call Company;
- (g) Replacing the fuel used during this rental;
- (h) Complying with all applicable laws, rules and regulations in the use and operation of the Equipment; and
- (i) Reviewing the operation and safety manual for the Equipment (Company may publish manuals on its website or can provide copies upon request).