Rental Terms and Conditions

This Agreement (Including both the front and back of this page) ("Agreement")
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is for the rental of the equipment described on the other side of this page ("Front"), including all parts and accessories to such equipment ("Equipment"). This Agreement is between the person or entity indicated on the Front of this page as the customer ("Customer") and Synergy Rents, LLC, Opifex, LLC, or Southeastern Trench Safety, LLC., DBA Opifex-Synergy ("Company"), or any affiliate or subsidiary of the Company.

1. OWNERSHIP AND OPERATION OF EQUIPMENT. The Equipment is and shall at all times remain, property of the Company; and Customer only has the right to use the Equipment pursuant to the conditions of this Agreement. This Agreement is not to be construed as a sale contract, or conditional sale contract. The intent of this Agreement is that the Customer is hereby renting and/or leasing only. The Equipment is, and at all times shall, be and remain personal property, notwithstanding that the Equipment or any part of it may become affixed or attached to real property or improvements. All additions or improvements to the Equipment of any kind or nature made by Customer shall become component parts of the Equipment and title shall immediately vest in the Company and shall be governed by the terms of this Agreement. 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 employees' regular employment, or persons approved by the Company in writing. Customer and all authorized Operators must: be at least twenty-one (21) years of age; be properly qualified to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Any person appearing to act under the direction of, or at the behest of, or under the authority of the Customer, shall be conclusively be presumed to be an agent of the Customer and hereby binds the Customer to all terms and conditions of this Agreement. Customer agrees not to sublet, loan, dispose of or assign the Equipment. Customer represents and warrants that any person who will use the Equipment is fully qualified to operate the Equipment in a safe manner. Customer shall not allow any person to use or operate the Equipment when it is in need of repair or when in an unsafe condition or situation; modify, misuse, harm or abuse the Equipment; or permit the repair to the Equipment without the Company written permission.

2. RENTAL AND REFUELING CHARGES. Customer will pay the Company, in advance or on demand, all rental, time, mileage, service, transportation, refueling service, cleaning, environmental agency fees or other charges and sums in accordance with this Agreement, all sales and use taxes or tax reimbursement imposed, license or registration fees levied based upon the rental of the Equipment or the use or operation thereof, and all expenses incurred by the Company in collecting the same, including reasonable attorney fees and costs at all trial and appellate levels, and in any bankruptcy proceedings. Customer is renting the Equipment described in this agreement for a specific period of time (shift), which is either daily, weekly or monthly. Customer shall be entitled to use the Equipment for a maximum of eight (8) hours per day. Any usage in excess of eight (8) hours per day shall be at additional charge to Customer at a rate which is proportionate to the effective hourly charge for each hour of the permitted eight (8) hour use. Should customer retain the Equipment for a period longer than the applicable shift, then Customer shall owe the Company for such retention at a daily rate which is proportionate to the effective daily shift rate established by the Company. All charges are subject to final audit by the Company. the Company will have a lien as allowed by law for charges incurred hereunder upon the real property and improvements upon which the Equipment is employed. Rental charges begin immediately upon delivery of the Equipment to the location directed by the Customer or upon Customer taking the Equipment from the Company, whichever occurs first. Rental charges end upon the return of the Equipment to the Company in an acceptable condition. If the Equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimal rental period. Rentals are F.O.B. at the Company at the address of the Company on the Front unless otherwise specified. Shipping charges from the Company to Customer's designation and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals are subject to change on thirty (30) days notice in writing to Customer with respect to any portion of the rental period then remaining. If the Company consents in writing, Customer may direct the Company to bill a third party for charges incurred under this Agreement. In such event, Customer and such third party shall be jointly and severally liable for all such charges. Customer represents having the authority to direct such charges to be billed to that person or entity. Should the Customer fail to pay any invoice to the Company in accordance with the terms of such invoice, Customer will pay interest on such delinquent payment until fully paid, at the maximum rate allowed by law in the State of Florida. Customer may also be charged a fee for any check used for payment hereunder that is returned unpaid. the Company agrees to provide the Equipment to Customer with full fuel tank(s). If the Equipment is not returned with full fuel tank(s), Customer agrees to pay the Company for refilling the tank(s) at the refueling service charge posted at the Company.

3. CUSTOMER'S RESPONSIBILITIES. General: Customer must return the Equipment to the Company in the same good and clean condition it is when Customer receives it, ordinary and wear and tear excepted. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary, reasonable and proper use of the Equipment on a one-shift basis. Damage which is not "ordinary wear and tear" include, but are not limited to, damage resulting from lack of fuel or lubrication; failure to maintain proper oil, water, hydraulic or air pressure levels; damage due to overturning or upsetting, overloading or exceeding rated capacities and proper use; abuse, lack of cleaning, tire, tube and wheel damage. Customer shall be responsible for all damage of whatever nature not caused by "ordinary wear and tear". The Equipment must be returned during regular business hours to the Company by the return date specified in the Agreement or sooner if demanded by the Company. Customer acknowledges that it must confirm return receipt of the Equipment by the Company at the expiration or earlier termination this Agreement. Until the Company receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be kept and used solely at Customer's business or on the job site at which the Equipment is used, and will not be moved without the Company prior written consent. The Equipment will be used only in accordance with the manufacturer's instructions, within its rated capacity. Customer will notify the Company immediately of any accident, damage, disabilities, failures, theft or like information involving the Equipment and promptly furnish the Company all information and assistance required within this Agreement. Maintenance: Customer will perform or will 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 Equipment before each shift, checking and maintaining crankcase, transmission, hydraulic, cooling and fluid systems and charging levels daily; checking tire pressure and battery fluid weekly, in addition to all other maintenance required to keep the Equipment in good working condition and in compliance with the safety instructions. Customer acknowledges that the Company has no responsibility to inspect the Equipment while it is in Customer's possession. If the Equipment becomes unsafe or requires repair, Customer shall discontinue using it and shall notify the Company immediately. Customer agrees to prohibit anyone other than the Company authorized personnel to repair the Equipment. In the event the Customer requires service at times other than the Company normal business hours, Customer agrees to pay the difference between the straight time and the overtime rate for mechanic's time. In all cases, flat tires and tire damage are the responsibility of the Customer. Customer is responsible for having the Equipment accessible and available, otherwise rental charges will continue until the Equipment is accessible and available. A separate pick-up charge will be made for each pick-up trip required. Customer shall provide the Company correct information necessary to file a Preliminary Notice according to state statutes. Customer also grants the Company permission to contact owners, contractors, financial institutions, and other persons necessary to obtain this information.

4. RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental or in Customer's care, custody or control, whether exclusive or not and whether or not due to the fault of the Customer, will be the sole responsibility of Customer (subject to the provisions and limitations of this Agreement) and will be paid to the Company promptly upon Customer's receipt of an invoice, therefor. Use of Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk. In the event any or all of the equipment is lost or stolen, the Customer shall be responsible for all rental charges until payment has been received in full for the full value of the lost or stolen equipment.

5. EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any rent when due 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 this or any other Agreement by and between Customer and the Company. Customer will further be deemed to be in default if the Equipment is used: (A), to carry persons for hire (8) to carry persons other than Authorized Operators or helpers employed by Customer (Unless authorized by the Company on Front), all of whom will ride only within the cab of the Equipment, and then only if such carriage is lawful; (C) to transport property for hire unless Customer obtains all necessary permits and licenses; (D) in violation of any law or ordinance: (E) in any race, test or contest; (F) for the carrying or hauling of explosives or other hazardous material in violation of applicable laws, rules, and regulations; (G) in violation of Paragraph

6. REMEDIES OF THE COMPANY. In case of default by Customer as specified in this Agreement or if the Company deems itself insecure, the Company may enter the premises where the Equipment is located and render it inoperative and or repossess the Equipment, Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for the Company recovering the Equipment. Customer agrees to permit such entry and action by the Company In such case the Company may also terminate the rental without notice to Customer or prejudice to any remedies of claims which the Company might otherwise have for rent, expense of retaking, court costs and reasonable attorney fees. In addition, Customer will pay to the Company a sum equal to the balance of the rent and other payments called for hereunder for the remainder of the rental term specified on the Front as liquidated damages and not as a penalty. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, notwithstanding such termination. the Company shall have the right to issue and circulate theft notices, cause warrants to be issued for the taking of custody of Customer, Customer's agents, partners or employees, or take any other steps which the Company reasonably deems necessary to recover the Equipment if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. the Company remedies provided herein in favor of the Company are not exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity. If the Equipment is used in any manner that would constitute a default under this Agreement, or in violation of this Agreement, or is obtained from the Company by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all such use of the Equipment is without the Company permission

7. CUSTOMER'S INSURANCE OBLIGATIONS. Physical damage to equipment: Customer must provide to the Company at the time the equipment is rented, a certificate of insurance naming the Company as a loss payee and/or additional insured evidencing coverage for physical damage to the equipment. Such physical damage insurance covering the equipment may not be canceled or materially modified except upon twenty (20) days prior written notice to the branch office identified in this agreement. Customer may not rent any equipment from the Company without insurance certificates on the premises of the branch identified in this agreement. Bodily injury /property damage: Responsibility to third parties: In addition to the foregoing physical damage insurance for the equipment, Customer will, at Customer´s expense, at all times during the term of this agreement maintain in force a commercial general liability insurance policy covering bodily injury/property damage liability on the equipment in an amount not less than one million dollars ($1,000,000) combined single limit. Such third party liability coverage shall be primary, and not excess or on a contributory basis, and shall provide coverage for liability for injuries and/or damages sustained by any person or persons, agents or employees of Customer, and Customer´s indemnity obligations herein. Customer agrees to abide by the terms and conditions of said insurance. In the event of a loss, Customer, its agents and employees will cooperate fully with the Company and Customers insurer in the investigation, prosecution and/or defense of any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. Customer agrees to continue to pay all rent on damaged or broken equipment until the machine is repaired to full working order. the Company does not waive any claims or rights hereunder. The aforesaid Customer insurance obligation in no way limits Customers ultimate liability hereunder. the Company does not provide, extend or afford any insurance coverage to Customer, any passenger, or any authorized operator of the equipment under this agreement. If there is other valid and collectible liability protection or insurance on any basis available to Customer or any other person, and such protection or insurance satisfies the financial responsibility laws, then no liability protection is afforded by the Company. However, if Customer is in compliance with the terms and conditions of this agreement, and if the Company is required by law to provide liability protection to any Customer or authorized operator, such liability protection shall be limited to the minimum financial responsibility limits of the State in which the equipment is operated. the Company´s financial responsibility is expressly limited to only those applicable provisions of the financial responsibility laws of the State in which the equipment is a operated if any such laws are applicable to the operation of the equipment. the Company´s financial responsibility, unless law requires, does not extend to: (a) injuries to the Customer, driver or passenger while riding in, alighting from, entering or on the equipment (b) liability imposed upon or assumed by anyone under any workers compensation act, plan or contract; (c) any property owned by or Rented by or in the care, custody or control of the Customer. Power of attorney: Customer hereby grants and appoints to the Company a limited power of attorney to present insurance claims for property damage to Customer´s insurance carrier if the equipment is damaged during the term of this Rental agreement and to endorse Customer's name on insurance payments for charges or damages.

8. LOSS AND DAMAGE WAIVER. (A) Except as otherwise provided herein below, Customer shall be solely responsible for all loss of or damage to equipment due to any cause whatsoever while on rental or in customer´s care, custody or control, whether or not due to fault or neglect of Customer, including, but not limited to fire, flood, theft, comprehensive losses, collision and upset, and acts of God. Prior to the inception of equipment rental, Customer shall provide the Company with proof of insurance coverage for rented equipment in the form of a Certificate of Insurance (COI) which names the Company as the certificate holder, and contains policy limits in an amount satisfactory to the Company, in its sole determination, which COI shall affirmatively state that there is no maximum amount of coverage "per item" of equipment less than the total coverage limits stated in the COI. If Customer rents equipment without providing a satisfactory COI to the Company, then Customer will be required to purchase from the Company a loss and damage waiver at the inception of the rental, at the Company´s customary rate. Subject to the exceptions and exclusions set forth in Section B hereinbelow, if Customer pays the Company´s fee for loss and damage waiver, Customer shall not be responsible for loss of or damage to equipment. Additionally, even if Customer pays for loss and damage waiver, it shall still remain responsible for that portion of the total loss or damage amount which is less than the greater of (a) $1,000.00 per item of equipment, or (b) 100% of three (3) times the 4 week rental rate then in effect, per item of equipment. Customer shall also be responsible to the Company for all rental charges which accrue during the time equipment is being repaired. Customer acknowledges that the loss and damage waiver is not intended to be, and does not constitute a policy of insurance.
(B) Notwithstanding that Customer has purchased the loss and damage waiver from the Company, Customer shall be liable for 100% of all loss of or damage to equipment if equipment is damaged due to: (i) excessive load exceeding rated capacity, or improperly secured or coupled load (ii) failure of customer to perform all normal periodic service, adjustments and/or lubrication of equipment (iii) abuse, storage or operation of equipment in a manner inconsistent with equipment manufacturer´s instructions, (iv) loss or damage occurring during and as a result of riot, strike, or civil unrest (v) negligent or abusive use, storage or operation of equipment, (vi) equipment striking overhead objects (vii) loss or damage occurring during the loading, unloading or transportation of equipment (viii) use or operation of equipment in a manner other than its intended purpose (ix) loss or damage by nuclear reaction, nuclear radiation, or radioactive contamination (x) disappearance, theft or conversion of equipment, or any part thereof, (xi) loss or damage associated with equipment upset or rollover, leaving keys on the equipment when not in use, exposure of equipment to corrosive materials, damage due to acts of God, such as floods, wind, storms or earthquakes, damage due to tires, tubes or tracks, damage due to operating equipment in or near fires, use of improper fluids, or (xii) loss or damage due to any other failure of customer to comply with this Agreement. In the event of loss due to theft, disappearance of equipment, or vandalism to equipment, Customer shall immediately file a report with law enforcement and provide the report and incident number generated by the law enforcement authority to the Company as soon as it is available.

9. CUSTOMER'S OBLIGATION TO INDEMNIFY. Customer will defend, indemnify and hold harmless the Company, its subsidiaries, parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorney's 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 maintenance, use, possession, operation, erection, dismantling, servicing or transportation of Equipment, or Customer's failure to comply with this Agreement, even if such liability results in any part from the ordinary negligence of the Company its agents or employees.

10. CUSTOMER'S COMPLIANCE WITH LAW. Customer will at its own 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 the Company harmless from all loss, liability or expense resulting from actual or alleged violations of any such laws, regulations, or requirements.

11. NOTICE OF DAMAGE, LOSS OR ACCIDENT. In the event of an accident, loss of, theft or damage to the Equipment, Customer agrees to notify the Company immediately by telephone, and thereafter to immediately to report in writing to the Company and the public authorities (where required by law or the Company) all information deemed relevant thereto including the names, addresses, phone numbers and other pertinent information from all parties involved and all witnesses, and to give the Company and the public authorities proper and full information, assistance and full cooperation in the investigation and prosecution of any matter resulting from such accident, loss, theft or damage.

12. CONDITION OF THE EQUIPMENT. Customer hires the Equipment on an "As Is" basis. Customer acknowledges that the Equipment is of a size, design, capacity and manufacturer selected by Customer and finds it suitable for its needs. Customer acknowledges receipt of all items listed on this Agreement, and that they are in good working order and repair. Customer declares it fully understands the Equipment's proper operation and use; and that the Equipment will only be used by persons who fully understand its proper and use. Customer acknowledges and declares having examined, or has had the opportunity and right to examine, the Equipment upon its delivery to Customer. Customer's acceptance or use of the Equipment without prompt notice to the Company that the Equipment is not in good mechanical condition constitutes Customer's acknowledgment that the Equipment is in good mechanical condition at that time. Customer acknowledges that he has had the opportunity to inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment in a secure and operative condition. 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 the Company, whereupon the Company will then, at its option and without any other liability or responsibility by the Company to Customer: (a) repair or suitably replace the Equipment within a reasonable time during the Company normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment for the period the Equipment is inoperative; 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 the Company for damages to or maintenance of Equipment which is the responsibility of Customer. Customer's sole remedy for any failure or defect in the Equipment shall be the termination of the rental charges at the time of failure provided Customer notifies the Company immediately of such failure and returns the Equipment to the Company within twelve (12) hours of such failure. Customer agrees to supply full access to the Equipment to the Company representatives so as to enable the Company to meet its responsibilities hereunder. Notwithstanding the foregoing provisions of this paragraph, Customer agrees to indemnify and hold harmless the Company, its subsidiaries, affiliated companies, parent company and its and their officers, agents and employees to the greatest extent provided by law and as may be provided for in this Agreement. THE FOREGOING IS IN LIEU OF (I) ALL WARRANTIES, EXPRESSED, 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 LIABILITY ON THE PART OF THE COMAPNY TO CUSTOMER FOR DAMAGES, INCLUDED BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RENTING, LEASING, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, ASSEMBLING, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

13. FORCE MAJEURE/ INFRINGEMENT. Any failure of performance by the Company due to causes beyond the Company reasonable control, Including but not limited to, acts of civil or military authority, Acts of God, labor difficulties, failure of transportation and delays of suppliers, will not be deemed to be a default by the Company. the Company will not be liable to Customer for Infringement of any type resulting from the rental, performance or use of the Equipment and services provided hereunder.

14. ATTORNEY'S FEES. In the event of any action to enforce this Agreement or to seek a declaration of rights or responsibilities hereunder, the prevailing party will be entitled to reasonable attorney's fees in addition to all other costs and expense allowed by law. It is further agreed that the exclusive venue for any action arising under this Agreement shall be in any county selected by the Company provided that an office is maintained within such county.

15. MERGER/ MODIFICATION/ SEVERABILITYWAIVER OF JURY TRIAL. This Agreement (front and back) together with the terms of the Credit Application executed by Customer, express the entire Agreement between the parties with respect to the subject matter hereof. No charge, modification or alteration of the terms hereof will be effective as against the Company unless same is in writing and signed by a duly authorized officer of the Company. By Customer's execution of this Agreement and acceptance of delivery of any part of the Equipment, Customer accepts all of the terms arid conditions contained herein, and waives any inconsistent terms and conditions otherwise stated by Customer or contained in any of Customer's documents. 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. The provisions of this Agreement are severable and if any provision In whole or in part, or the application thereof, is held invalid or unenforceable, the remainder of the Agreement shall not be affected. This Agreement shall be governed and constructed by the laws of the STATE of FLORIDA. CUSTOMER VOLUNTARILY AND INTENTIONALLY WAIVES FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, ANY RIGHTS WHICH CUSTOMER MIGHT HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION, ACTION, SUIT, OR PROCEEDING (WHETHER AT LAW OR IN EQUITY) BASED ON OR ARISING OUT OF THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSS CLAIM, COUNTER CLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE. NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH LITIGATION, ACTION, SUIT, OR PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED.

16. IDENTIFICATION OF EQUIPMENT. If at any time the Company supplies Customer labels, plates, or other markings stating that the Equipment is owned by the Company, Customer shall affix such labels, plates or other markings in a prominent place on the Equipment. Customer shall not alter, disfigure or cover up such markings of identification displayed on the Equipment.

17. REMOVAL FOR MISUSE. the Company reserves the right and privilege of entering Customer's premises, a job site or such other property where the Equipment, or any part thereof, is located, and without hindrance, directly or indirectly on the part of Customer, summarily and without legal notice or legal proceedings remove the Equipment if on inspection, the Company finds that the Equipment is being overloaded or burdened beyond its capacity or otherwise abused or neglected. the Company shall not be guilty of trespass or breach of the peace regarding its acts to recover the Equipment. Customer hereby agrees to indemnify, defend and hold the Company harmless from any and all claims and costs arising from such retaking.

18. INSOLVENCY AND BANKRUPTCY. Customer represents to the Company that it is not insolvent; and should Customer become insolvent, that it will return all Equipment to the Company immediately. In the event of Customer's bankruptcy or insolvency, or the appointment of a receiver of the assets of Customer, or the institution of any legal proceedings of any kind or character affecting possession of any of the Equipment, the Company, at the Company option, may immediately take possession of and remove the Equipment, or any part, wherever it may be found, summarily and without notice or without legal proceedings; and upon such retaking of possession of Equipment, this Agreement shall automatically terminate.

19. LIMIT OF LIABILITY. THE COMPANY WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY LOSS, DELAY, LOSS OF USE, REVENUE, PENALTIES, PROFIT OR DAMAGE SUFFERED BY CUSTOMER AS A RESULT OF THE COMPANY SUPPLY OR FAILURE TO SUPPLY THE EQUIPMENT UNDER THIS AGREEMENT; NOR SHALL THE COMPANY LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT EXCEED THE AMOUNT OF RENTAL CHARGES PAID BY CUSTOMER.

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