

Amerivet Contracting Terms and Conditions

1. RENTAL PERIOD AND ACCOUNTS: Amerivet Contracting, inc. ("Amerivet") hereby Rents Equipment to Customer for the period commencing when the Equipment leaves Amerivet's premises and ending upon its return to Amerivet's premises subject to charge for minimum rental period. Amerivet may terminate rental at any time by written notice to Customer and/or by retaking the Equipment. Rental Period is for a maximum of twenty-four (24) hours unless a longer term is specified in the Rental Agreement. Agreed Return date on the front of this Rental Agreement. Rental rates are based upon single shift usage (eight hours per day, five days per week). If Customer makes greater use of the equipment, it is agreed that the additional usage will be charged rental rates as follows: 1.5 times the rental rate for additional rental between 8-16 hours, and 2.0 times the rental rate for additional usage from 16 - 24 hours. Rental charges begin immediately upon equipment leaving Amerivet. Rental charges end upon return of the equipment to Amerivet in acceptable condition. No allowances will be made for Saturdays, Sundays or Holidays or time in transit, nor for any period of time the equipment may not be in actual use while in Customer's possession. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Amerivet may terminate rental at any time and retake the equipment without further notice in case of violation by Customer of any terms or conditions of this Rental Agreement. Customer agrees to pay a monthly service charge on all unpaid balances. Customer agrees to pay Amerivet a fee (which may go to Amerivet's general revenue and be utilized by Amerivet to pay its environmental expenses and costs of compliance with environmental laws) for environmental compliance. Customer agrees not to use equipment in violation of such laws. Any disputed invoice must be brought to the attention of Amerivet within fifteen (15) days of receipt of such invoice or is deemed correct and undisputed. At Amerivet's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required, and the Equipment may be picked up without notice. Customer agrees that if Amerivet refers this agreement to an agency or attorney for enforcement, Customer will pay Amerivet's reasonable agencies and attorney's fees and costs, including but not limited to lien preparation costs, whether a lawsuit is filed or not. Customer authorizes Amerivet to make whatever credit inquiries it deems necessary in connection with this Agreement. Bank and trade reference(s) can accept this authorization to disclose to Amerivet and/or other designees (and any assignee or potential assignee thereof) Customer information normally released to a prospective creditor including length of time the account has been active, average monthly balances, how the account has been handled, and details of any lending relationship. The individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents and authorizes the use of a customer credit report on the applicant by Amerivet, from time to time as may be needed, in the credit evaluation process.

2. PAYMENT TERMS: NET 15 days upon issuance of invoice (invoice date) unless otherwise agreed to by the Parties in writing signed by Amerivet. Finance Charges will generate at 60 days at the rate of 1.5% per month or, if such rate is unenforceable as a matter of law, at the maximum rate permitted by law on past due accounts. A. Customer agrees to pay Amerivet upon demand: 1) All rates, charges, taxes, fuel, delivery, pickup and reservation cancellation fees, and all other amounts incurred as a result of this Agreement. 2) Replacement costs for any loss or disappearance of the Equipment due to theft, conversion, or other dishonest acts on the part of any person or persons to whom the issued property is entrusted or any person or persons in the service or employment of the Customer whether or not occurring during the hours of such service or employment. Amerivet reserves the right to consider the property lost or stolen or converted if not returned within TEN DAYS of the date and time printed under the "TIME AND DATE IN" column on the contract. B. Credit Card - If Amerivet agrees to accept payment by credit card, Customer authorizes Amerivet to charge Customer's credit card at the time of reservation. Customer will be charged rental charges for the Equipment during the term of the rental plus any pickup and delivery fees, sales tax, fuel and EPA charges, if applicable. C. Payment Guarantee- If Customer has directed Amerivet and Amerivet has agreed to bill charges to another person or entity who fails to make payment promptly when due, Customer promises to pay Amerivet on demand. Customer represents that it is authorized to give Amerivet such direction. Customer understands that it remains individually responsible for all charges even if Customer directed Amerivet to bill another person or entity. D. Final Audit - CUSTOMER UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Customer authorizes any credits or additional charges that are made are to be paid by the method used at the time of reservation, rental, or return. E. Rental fees begin when the equipment is picked up from Amerivet or delivered to Customer and end when Customer returns the Equipment to Amerivet or requests the Equipment to be picked up.

3. OPERATORS: No Operators are furnished, directly or indirectly, with our equipment.

4. POSSESSION/TITLE: Time is of the essence of this Rental Agreement. Any extension of this Rental Agreement must be agreed upon in writing. Customer's right to possession of the equipment begins upon equipment leaving Amerivet and terminates on the Agreed Return Date indicated on the front of this Rental Agreement. Retention of possession after this date constitutes a material breach of this Rental Agreement. Title to the equipment is and shall at all times remain in Amerivet. Customer hereby agrees to indemnify, defend, and hold Amerivet harmless from any and all claims and costs arising from any retaking and or levy. If equipment is levied upon, Customer shall notify Amerivet immediately. Amerivet will utilize its reasonable efforts to deliver and retrieve rental items from locations determined solely by Customer, accordingly. Customer assumes sole risk and liability for any personal property damage occurring at such locations.

5. REPAIR OR REPLACEMENT: Customer acknowledges that repair and replacement of the Equipment is not included in the rental rate and agrees to pay for the repair (including labor) or the full replacement cost of any Equipment returned to Amerivet in a damaged condition regardless of the cause of the damage, reasonable wear and tear excluded.

6. RETURN OF EQUIPMENT: At the termination of this Agreement, Customer shall return all the Equipment to Amerivet premises during Amerivet's regular business hours or to make all Equipment available for pick up at Amerivet's discretion and direction, in the same condition as delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages (up to full replacement cost of the equipment and loss of rental revenue) to or loss of the equipment and/or liability incurred prior to equipment's return to Amerivet. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Amerivet's regular business hours or made readily available for pick up as directed by Amerivet. If Amerivet has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer, Customer shall be responsible for all loss or damage to the Equipment from the time of delivery until picked up by Amerivet.

7. HAZARDOUS MATERIALS: Customer represents and warrants that it shall return all Equipment, including all attachments, tools, and machinery, if any, received from Amerivet, free from all regulated substances including, but not limited to hazardous substances, hazardous materials, hazardous waste, toxic substances, or pesticides, as those terms are defined in applicable federal, state, and local environmental laws, regulations, and rules. Customer shall defend, indemnify, and hold Amerivet harmless from and against any and all liabilities, of whatsoever kind or nature, imposed on, incurred by, or served against Amerivet in any way relating to Customer's breach of the above warranty.

8. LOST OR DAMAGED EQUIPMENT: Customer is responsible for any and all damages, loss, or theft of the Equipment up to the fair market value of the Equipment. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Amerivet the reasonable cost to repair and pay rental on the Equipment at the regular rental rate until repairs have been completed. Amerivet shall be under no obligation to commence repair work until Customer has paid.

9. DISCLAIMER OR WARRANTIES AND WAIVER OF DAMAGES: Customer hires the equipment on an "as is, where is, with all faults" basis. Customer acknowledges that he has, or will, personally inspect the equipment prior to its use and finds it suitable for Customer's needs. Customer acknowledges receipt of all items listed in this

Rental Agreement and that the equipment is in good working order and repair and that Customer understands [without further instruction] its proper operation and use. 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 Amerivet is notified immediately, and the Equipment is returned to Amerivet within 24 hours or at a mutually agreeable time and place. Amerivet shall not be responsible for any loss, damage, or injury to Customer and Customer's property, including lost profits, incidental, special, or consequential damages, in any way connected with the operation, use of, defection, or failure of the Equipment. Amerivet MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE CONDITION OF THE EQUIPMENT RENTED NOR AS TO VISIBLE OR HIDDEN DEFECTS IN MATERIAL WORKMANSHIP, OR CAPACITY OF THE EQUIPMENT. CUSTOMER ACCEPTS THE EQUIPMENT "AS IS."

10. INDEMNITY AND HOLD HARMLESS: To the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless Amerivet, its officers, directors, members, managers, employees, shareholders, agents and affiliates, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and expert fees arising out of or resulting from the possession, use, maintenance or return of the Equipment, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the Customer, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Customer shall have no obligation to indemnify and hold harmless Amerivet for any claims subject to this provision for the sole negligence or willful misconduct of Amerivet. Customer shall notify Amerivet immediately if the Equipment is involved in, or part of, an accident, and shall furnish Amerivet with a complete report of any accident involving the Equipment, including names and addresses of all persons involved and all witnesses. Customer is responsible for all damage, injuries or loss arising from any accident or act of any and every nature whatsoever, relating to the possession or use of the Equipment, including any damage caused by any device or material used in installing or hitching the Equipment to a towing vehicle, regardless of whom furnished and hitched or installed it.

11. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY: Customer is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the equipment rented hereunder and hereby elects to voluntarily enter into this rental agreement and assume all of the above risks of injury or damage. Customer agrees to release and discharge Amerivet from any and all responsibility or liability from such injury or damage arising out of the use or operation of the equipment; and customer further agrees to waive, release and discharge any and all claims for injury or damage against Amerivet which Customer otherwise may be entitled to assert.

12. FAILURE TO DELIVER: Customer releases, waives, and discharges Amerivet from any and all liability or damages (including consequential and special damages) which might be caused by Amerivet's failure or inability to deliver any Equipment by any specified date, time, or location.

13. DAMAGE WAIVER (WHICH IS NOT INSURED): By Customer accepting DAMAGE WAIVER and paying the appropriate damage waiver fee, and provided Customer takes reasonable precautions to protect Equipment, Amerivet assumes, on a deductible basis, the risk of accidental damage to the Leased Equipment, except for the following risks assumed by Customer A. A deductible of: (1) \$250 for accidental damage to each piece of Equipment with a fair market value of less than \$5,000. (2) \$1,000 OR 20% of the repair cost of each piece of Equipment, whichever is higher., for accidental damage each piece of equipment with a fair market value of \$5,000 or greater. (3) \$1,000 of 20% of the fair market value of each piece of Equipment, whichever is higher for damage to any piece of Equipment as a result of vandalism or malicious mischief. B. Loss or damage from improper use, abuse, or negligence. C. Loss or damage resulting from overloading or exceeding the rated capacity of the Equipment. D. Loss due to disappearance or shortage disclosed on inventory. E. Loss or damage by conversion of Customer, his employees, or persons to whom the Equipment is entrusted. F. Use of the Equipment in violation of any of the terms of the agreement. G. Failure to file a police report. H. Loss or damage due to theft, burglary, intentional damage, or mysterious disappearance.

14. INSURANCE: Contractor's Liability Insurance Requirements: (a) General Liability: Customer agrees to obtain, maintain, and pay for commercial general liability Insurance. Policy limits will be at least \$1 million per occurrence, \$2 million general aggregate, and \$2 million products and completed operations aggregate. The general liability policy will provide a waiver of subrogation in favor of Amerivet, name Amerivet as Additional Insured for liability, and contain both Primary and Non-Contributory wording. (b) Workers Compensation: Customer agrees to obtain, maintain, and pay for such workers compensation and employer's liability as required by law. The employer's liability limit will be at least \$1,000,000 Policy Limit Accident/\$1,000,000 Policy Limit Disease/\$1,000,000 Each employee Disease. The policy must provide a waiver of subrogation and endorsement in favor of Amerivet. (c) Automobile: \$1,000,000 Combined Single Limit for automobile liability - Bodily injury and Property Damage, including the maintenance and use of "any auto" or "all owned, scheduled, hired, or non-owned autos including trailers." The policy must apply on a "Symbol 1" basis as defined by Amerivet. (d) Certificate of Insurance/30-day written notice of Cancellation: Customer shall provide Amerivet a certificate of insurance demonstrating that the required insurance is in effect prior to provision of services under this Agreement. This certificate will expressly entitle Amerivet to a 30-day written notice of cancellation or modification. (e) Subcontractor: Any subcontractor hired by Customer will be required to comply with these insurance requirements. (f) Such liability insurance shall specifically cover the contractual obligation of Customer under the indemnity provisions contained in the Agreement and shall also cover not only the services contemplated to be rendered hereunder, but shall also cover Customer's operation, management and conduct of all the business activities and any attendant facilities and services. (g) Customer waives its subrogation right against Amerivet with respect to any claims (including but not limited to claims for bodily injury and property damage) which are caused by or result from (i) risks insured against under any valid and collectable insurance contract or policy carried by Customer and in force at the time of any such injury and/or damage, and (ii) risks which would be covered under any insurance required to be obtained and maintained by Customer under this Agreement, even if such required insurance required to be obtained and maintained by Customer under this Agreement, even if such required insurance is not in fact obtained and maintained. Said waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in the Agreement with respect to any bodily injury or any loss or damage to property of the parties hereto. (h) Customer shall cause each insurance policy obtained by it with respect to this Agreement to provide that the insurer waives all rights or recovery by way of subrogation against Amerivet (and any officers of Amerivet) in connection with any claims for bodily injury or property damage covered by such policy, and such waiver shall be indicated in any insurance certificate to be provided pursuant to this Agreement. (i) All policies required herein shall be written by insurance companies with a rating of A.M. Bests of at least "A" and financial size category of at least VII. affect the applicability of coverage to another insured. Customer will be charged Damage Waiver for damage or theft of Equipment unless Customer provides evidence of insurance for rental equipment with the per item limit specified, and naming Amerivet as lost payee. Customer shall provide a certificate of insurance to Amerivet evidencing the above insurance coverages and specifying that coverage will not be cancelled without 30 days prior written notice to Amerivet. Any insurance maintained by Amerivet shall be excess of Customer's insurance.

15. SUBLETTING AND LOCATION: No item of rented Equipment shall be sublet, assigned, removed from the location at which the Customer represented it was intended to be used, or removed from the State of Amerivet's premises from where the Equipment was rented, except by written consent of Amerivet. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, and assigns.

16. RETAKING OF EQUIPMENT: If the Equipment is not returned at the termination of the rental or for any reason it becomes necessary for Amerivet to take the Equipment to protect it from loss or damage, Amerivet and its agents may enter Customer's property and retake the Equipment without notice and legal process, and Customer waives all rights to a prior judicial hearing. Amerivet and its agents may take all action reasonably necessary to retake the Equipment and Customer waives

for itself and its agents and employees all claims for the damages and losses, physical and pecuniary, caused by retaking by Amerivet. Customer agrees to pay all costs and expenses incurred by Amerivet in retaking the Equipment.

17. COMPLIANCE WITH LAW AND SAFETY REGULATIONS: As Amerivet has no control over the use of the Equipment by Customer, Customer agrees at its sole expense to comply with all laws and regulations, including Occupational Safety and Health Administration Act of 1970 (OSHA), and all other federal, state, and local laws, regulations, and ordinances, which may affect the Equipment while it is in the possession of Customer. Customer shall defend, indemnify, and hold harmless Amerivet from any liability or expense, including attorneys' fees, resulting from any actual or asserted violations of such laws, regulations, and ordinances.

18. USE OF EQUIPMENT: Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required to operate the equipment or use of the equipment. Customer shall not allow any person to use or operate the equipment when it needs repair or when it is in an unsafe condition or situation, modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without Amerivet's prior written permission; or, allow a lien to be placed upon the equipment. Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to immediately discontinue use and notify Amerivet when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that Amerivet has no responsibility to inspect the equipment while it is in Customer's possession. Customer further agrees to pay all licenses, fines, fees, permits, registrations, or taxes arising from his use of the equipment, including any subsequently determined to be due.

19. DEFAULT: Should Customer in any way fail to observe or comply with any provision of this Rental Agreement, Amerivet may, at its sole option, terminate this Rental Agreement, retake the equipment, declare any charges due and payable and initiate legal process to recover monies owed, and/or, pursue any other legal rights and remedies available to Amerivet. Exercise of any remedy available to Amerivet shall not constitute an election of remedies or a waiver of any additional remedies to which Amerivet may be entitled.

20. LEGAL FEES AND VENUE: If any party hereto files suit or takes other action to enforce any term or provision of this Agreement the prevailing party in such action shall be entitled to recover the reasonable attorneys' fees and expenses. This Agreement is to be construed under the laws of the State of California. The parties agree that venue for any litigation arising of or relating in any way to this Agreement shall be in San Diego County, California, provided that Amerivet reserves the right and Customer agrees to Amerivet's right to bring legal action in whatever jurisdiction where the Equipment was rented. Customer waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement.

21. TAXES AND FEES: Customer shall reimburse Amerivet for any fees, charges, or taxes sought to be imposed against Amerivet by any municipal or local subdivision related to the use of the Equipment by Customer or rental as provided herein.

22. ENTIRE AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of the parties and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be amended except by written agreement signed by both parties.

23. LIABILITY WAIVER: If Amerivet agrees to assist with the installation of any Equipment for Customer as part of the Agreement, Customer hereby waives and releases any and all claims for damages against Amerivet arising out of or related to such activities. Customer expressly acknowledges that Amerivet has no obligation to and is not responsible to investigate the worksite, conditions, perform any soils or other tests to determine the suitability of the soil conditions or for any other reason, or to make any calculations or recommendations regarding the proper Equipment, shoring supports, and specifications to be used.

24. TITLE: Amerivet shall, at all times, retain title to the Equipment and nothing contained in this Agreement shall be deemed to have the effect of conferring upon the Customer any right, title or interest whatsoever in or to the Equipment other than that of a Customer /Renter in strict accordance with the terms set forth herein. The Customer shall give Amerivet immediate notice in case any of the Equipment is levied upon or from any cause becomes liable to seizure.

25. LIENS: The Customer shall not at any time suffer or permit any charge or lien whether possessively or otherwise to exist against the Equipment and shall keep the Equipment free of all taxes (including Municipal taxes whether assessed in the name of the Amerivet or Customer) liens and encumbrances. If the Customer fails after demand of Amerivet to pay off any such lien charge or encumbrance, Amerivet may pay the same and recover the amount of any such payment with interest at 18% per annum from the Customer on demand. Amerivet will also complete a UCC-1 form in relation to the Equipment.

26. All services are optional.