

Equipment Rental Contract

1. For good and valuable consideration, you and Paw Paw Rentals Company, LLC., doing business as Paw Paw Rentals, a Michigan corporation (hereinafter, "PPR") agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Contract" refers to Page 1 together with these Terms and Conditions of Rental Contract, "Rented" Item(s) or "Item(s)" means the item(s) rented to you, as identified on Page 1 (including any "Instructions" and/or safety equipment provided per the terms of Section 5 below); "Site" means the delivery or use address set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "Lessor," "we," "us" and "our" mean PPR.
2. You agree to rent from PPR and PPR agrees to rent to you the Rented Item(s) for the period(s) specified on Page 1 (the "Term") on the terms set forth in this Contract. You agree to pay us our stated Rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rental item(s) is/are returned to and accepted by PPR in the proper return condition as required under Section 10.
3. PPR owns and will retain title to all Rented Items at all times. Your only right with respect to such item(s) is to use it/them in full compliance with this Contract during the Term.
4. Unless otherwise specifically agreed in writing by PPR, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per day, 40 hours per week, and 160 hours per 4-week period; and otherwise in accordance with the terms hereof and the "Instructions" described in Section 5. Additional prorated Rent will be charged for late returns and overuse. No allowance will be made for weekends, holidays, weather delays, time in transit or other 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 PPR: (i) any deposit and the Estimated Rent specified on Page 1 in advance of the Term (the "Prepayment"); and (ii) any other amounts coming due hereunder, which you agree: (i) that 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 PPR; and (iv) all Prepayments are NON-REFUNDABLE unless otherwise agreed by PPR. Anything remaining with, in or on any item(s) upon return will, at our option, be deemed surrendered and abandoned.
5. Upon the earlier of your receipt, or our delivery to the Site, of the Rented Item(s) unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendations by PPR), carefully examined and inspected by you or your agent(s); and (b) you: (i) have received, read and understood all training, instructions, user manuals, maintenance requirements, and other information, if any (including all familiarization and training) per applicable EPA, OSHA, NFPA, IBC, ASME, ASSE, and/or ANSI Standards regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including EPA Tier 4 regulations, as applicable); (iii) have been made aware of the need to use all recommended and required safety equipment (including fall protection and other safety equipment); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give any required notice(s) to, and obtain all necessary licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, local utilities and cable companies, and ensure all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to dig or disturb the ground surface (call 811 or go to www.missdig.org at least 3 full business days in advance); (vi) will immediately cease using any Item that is damaged, breaks down, malfunctions or proves defective (a "Malfunction"); and (vii) will ensure that all other users of any Item(s) comply herewith. You will notify PPR immediately if any of the above statements is/are or becomes incorrect.
6. YOU AGREE TO PROVIDE ANY AND ALL NECESSARY TRAINING, FAMILIARIZATION INSTRUCTIONS AND WARNINGS TO ALL USERS OF THE RENTED ITEM(S), and ensure that each

Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by PPR on a case-by-case basis, at the Site; (d) BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED AND/OR LICENSED (AS APPLICABLE OPERATORS); and (e) otherwise in full compliance with the Instructions as well as all applicable laws, rules and regulations, at all times.

7. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any applicable law, policy of insurance or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, noxious, caustic, poisonous, radioactive or otherwise harmful or hazardous substance(s), condition(s) or circumstance(s); or (iv) take possession of or exercise control over any Rented Item, without our prior consent (which may be granted, conditioned or withheld in our sole and absolute discretion).
8. 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 the prior written consent of PPR. PPR may sell and/or assign all or any part of its 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 PPR hereunder, at law or in equity.
9. If we agree to provide any service(s) (including delivery and/or retrieval of the Item(s)), you will: (a) pay our regular charge(s) therefor, 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. PPR will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend and hold harmless PPR. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of PPR's representatives regarding the same (including status, condition and quantities).
10. 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 PPR 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 to PPR: (a) Rent each succeeding full rental period until all Item(s) have been returned and replaced as required; and (b) all costs and expenses PPR may incur in connection with such failure.
11. You agree to maintain all insurance we deem necessary, including with limitation: (a) liability insurance with limits of not less than \$1,000,000 per occurrence; and (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement value thereof. Such policies must, as applicable: (i) name PPR as an additional insured and loss payee; (ii) waive subrogation against them; (iii) be primary and non-contributory (PPR's insurance will be excess); and (iv) include such other provisions (including deductibles, if any) as PPR may deem appropriate.
12. In the event of a Malfunction, you will immediately notify, and return the Malfunctioning Item(s) to, PPR, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of any provision of this Contract by, you or anyone you permit to use or deal with such Item(s) (for which you will indemnify and hold harmless PPR), we will, at our option: (a) repair the subject Item; (b) provide you with a comparable Item; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. PPR will have no other obligation(s) or liabilities regarding Malfunctions, all of which you hereby waive and relinquish.
13. WARNINGS: AERIAL LIFTS, AND POWERED TOOLS AND EQUIPMENT, INCLUDING EQUIPMENT USED FOR LIFTING, LOADING, CUTTING, GRINDING, CHIPPING, SCRAPING, DIGGING, SHREDDING, BREAKING, BORING, WELDING AND/OR TOWING CAN BE DANGEROUS AND SHOULD BE TRANSPORTED SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY

PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED, INSTRUCTED, AND IF APPLICABLE, LICENSED INDIVIDUALS.

14. PPR IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S), all of which are provided "AS-IS". PPR MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, WORKMANLIKE PERFORMANCE, OR ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) regarding any Item(s) or Service(s) provided hereunder, nor does PPR make any warranty against INTERFERENCE OR INFRINGEMENT, all of which you hereby waive. No depictions, models, samples, descriptions, specifications, recommendations or advertisements constitute representations or warranties by PPR.
15. INDEMNITY/HOLD HARMLESS. 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, ALL RENTED ITEM(S) AND SERVICES(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEMS(S) OR SERVICE(S) WHETHER OR NOT YOUR FAULT; AND (B) HEREBY RELEASE AND DISCHARGE PPR FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PPR, AND ITS SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL INJURIES, LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES. You waive all rights and remedies available under the Uniform Commercial Code as adopted in Michigan as well as incidental, consequential, special, exemplary and punitive damages against PPR.
16. If and only if, we have offered, and you have elected to purchase, the OPTIONAL DAMAGE WAIVER (set forth on Page 1 if available) and paid the Damage Waiver Fee referenced therein prior to commencement of the Term, you will have no liability to PPR for 80% of the cost to repair or replace the Item(s) covered by Damage Waiver ("Covered Item(s)") (up to \$10,000) which suffer physical damage during the Term; provided however, that you will remain fully liable for: (a) all damage to or loss of: (i) Item(s) not covered by Damage Waiver; (ii) Covered Item(s) lost or damaged as a result of: (A) your breach of this Contract; (B) theft or other failure to return such Item(s) to PPR; (C) gross negligence, misuse and/or abuse; (D) vandalism and/or malicious mischief, (E) use of alcohol or drugs; and/or (F) your violation of any applicable law or policy of insurance (iii) glass, tires, tracks, belts, chains, knobs and/or hoses; (b) 20% of all repair/replacement costs for each Covered Item; and (c) all repair/replacement costs for Covered Items exceeding \$10,000 in the aggregate across all Covered Items. You may decline Damage Waiver if you comply fully with this Contract. DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.
17. Your duties hereunder are unconditional. If you or any guarantor: (a) fail to timely pay or perform any of your obligations arising under this Contract; (b) otherwise fail to comply with any provision of this Contract; (c) provide any incorrect or misleading information to PPR; (d) become insolvent; or (e) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver, as provided in Section 16), you will be in default, whereupon, PPR 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; (ii) seek relief from any automatic stay; (iii) recover, lock or

disable any or all Rental Item(s) without being guilty of trespass or liable for personal injuries or property damage (for which you agree to indemnify, defend and hold harmless PPR); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the remainder of the Term and attorney's fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

18. To the maximum extent permitted under applicable law, you hereby grant to PPR a lien on all real and personal property (a) placed in or on; (b) improved with; and/or (c) on which may be located or used, any Rented Item(s). PPR may, without notice or liability to you, monitor (in person, electronically and/or via telematics) and/or inspect any Rented Item(s) at any time, and all information thereby obtained will be the sole and exclusive property of PPR. If any performance required of PPR is delayed or rendered impractical as a result of any act or omission of 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 any and all statutes of limitations regarding PPR's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum, or (b) the highest rate permitted under applicable law until paid. You authorize PPR to obtain and retain your credit information and history. You agree to pay PPR the maximum lawful charge for any check you write which is returned unpaid. PPR's maximum liability in connection with the Contract is limited to the amount(s) actually paid by you hereunder. This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the subject matter of this Contract, and that allocation is reflected in a reduced Rent. You agree to pay all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Item. In the event any legal action is commenced in connection with this Contract, if PPR prevails, PPR will be entitled to recover its costs and expenses associated herewith (including without limitation, attorneys' fees and expenses) from you. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any right or remedy we may have.
19. You acknowledge that this Contract (a) constitutes a true "operating lease" (and not a disguised financing); (b) is fair and reasonable under the circumstances; and (c) shall be interpreted under the laws of the State of Michigan, with proper venue for any and all associated civil lawsuits and legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to Van Buren County, Michigan (unless waived by PPR). You hereby consent and submit to such jurisdiction and venue and waive all claims that it constitutes an inconvenient forum. This Contract, and any Addenda provided by PPR, represent the entire agreement between you and PPR, superseding all other oral and written agreements and representations (including PPR's website and advertising). The terms of this Contract are severable. If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract cannot otherwise be amended or extended except in a writing signed by PPR. Time is of the essence hereof. There are no third-party beneficiaries hereto. These Terms and Conditions will be deemed to apply not only to all item(s) identified on Page 1, but also to all other Items you obtain from PPR at any time (except only as otherwise agreed by PPR). Digital, electronic, photocopies and facsimiled signatures and initials included on this Contract shall be deemed the equivalents of originals for all purposes.
20. Warning: A person who, with intent to defraud the lessor, refuses or neglects to return tangible rented property after expiration of the time stated in a written notice mailed by registered or certified mail to that person's last known address, is guilty of THEFT and may be subject to CRIMINAL PROSECUTION AND/OR CIVIL PENALTIES. See MCL 750.362a, et seq. for details.

Party and Event Rental Contract

Party Equipment Reservations

A reservation is confirmed when Paw Paw Rental receives a deposit for the event. For orders placed 21 days or more in advance of the event, a 50% deposit is required. The remaining balance must be paid no later than 14 business days prior to the event. For orders placed with less than 14 days remaining before the event, the entire balance of the order is due at the time of reservation.

Party Equipment Cancellations

Reservations canceled less than 7 days before the equipment is to be delivered by Paw Paw Rentals or is to be picked up by the customer, are subject to a cancellation fee equal to the full contract cost. Counts may be reduced by up to 20% of the dollar amount of the contract without penalty, a minimum of 7 days before the equipment is to be delivered or picked up. Linen items will be charged in full - no refunds. There are no refunds on any unused equipment. There are no refunds given for any orders canceled during the month of June. All other cancellations will be subject to a charge of \$50.00.

Tents & Canopies

The tent location must be prepared: grass cut, sprinkler system off, all lawn items removed. Trees adjacent to the tent installation area must have branches trimmed so that there is no interference with the tent. Tent installation will be as close as possible to the location that the customer desires. The tent must be installed on flat ground. (a slight slope is permissible) The tent must be installed on ground where rainwater will flow away from the tent, and where water will not collect under the tent. The tent installation area must be accessible to our trucks. Tents will not be installed or taken down during rainstorms. We can install a tent only once, so the customer must make sure of the desired location. If the customer wants the tent moved to a different location after installation, please call our office. Additional charges will apply. Fires of any kind are prohibited under tent. Do not staple, nail, or pin anything to the tent. Do not let bare light bulbs touch any part of the tent. A tent is a temporary structure, not meant to provide adequate protection from the elements. In the event of severe weather, people should leave the tent and take shelter in a building. Have an evacuation plan for your guests ahead of time.

Underground Utilities

Paw Paw Rental will not be liable for any damage to underground utilities, sprinkler systems, grass, bushes, or trees. The customer is responsible for marking underground utilities and sprinklers.

Delivery & Pickup

We can provide delivery and pickup to most areas, for an additional charge. Delivery and pickups are done during Paw Paw Rentals normal business hours, to street level or dock, unless otherwise arranged. Customer may request morning or afternoon for delivery or pickup. Customer is responsible to check the count of the items before the delivery people leave. Tables & chairs must be folded and stacked in the same location as delivered unless arrangements are made prior to the event.

Customer Pickup

As a courtesy, we will help the customer load and unload his/her own vehicle. However, the customer is responsible for providing an adequately-sized vehicle, and we are not responsible for any damages caused to the vehicle during the loading or unloading processes. Customer must check the count of the items before leaving the store. Items not returned on time will be charged the daily rental rate for each item returned late.