

TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) As used herein, "Page 1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Item(s)" means the items rented or sold to you, as identified on Page 1 (including any "Instructions" provided per the terms of Section (4) below); "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "STC," "Lessor," "we," "us" and "our" mean Able Tool Crib, Inc., d/b/a **Steffen's Tool Crib, Inc.**

(2) You agree to rent the Rented Item(s) from STC for the period(s) specified on Page 1 (the "Term"), and to pay STC our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by STC. Unless otherwise specifically agreed by STC, all rental rates are for normal use of the Rented Item(s) on the following bases: (a) a single-shift basis during the Term, not exceeding 8 hours per day, 40 hours per week, and/or 160 hours per 4-week period with respect to equipment and tools, and (b) a single-event basis with respect to party and special events-related items (e.g., tents, tables, chairs, fountains and dunk tanks). The Rent will be increased for overtime, overuse and late returns, as well as misuse. No allowance will be made for weekends, holidays, time in transit or any other period 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 STC: (i) the Estimated Rent, together with any deposit specified on Page 1 prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) STC 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 STC; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by STC in writing. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and will become the property of STC.

(3) If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for 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 and hold harmless STC. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of STC's representatives regarding the same (including status, condition and quantities).

(4) Upon your execution of this Contract (or upon later delivery of the Item(s)), unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, not based on any recommendation by STC; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under any and all applicable EPA, OSHA, NFPA 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); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals; (vii) will advise all local utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (to do so call 811 or 800-752-6007) at least 2 full business days in advance; (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (each, a "Malfunction"); (ix) will create, post in a conspicuous place, and enforce an effective EVACUATION PLAN for all rented tents; and (x) will ensure that all others comply with this Section (4).

(5) You will ensure that each Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); (d) by properly qualified, certified, and if required, licensed, operators; and (e) otherwise in full compliance with the Instructions, as well as all applicable laws, rules and regulations, at all times. 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 policy of insurance or warranty; or (iii) take possession of or exercise control over any Rented Item without our prior consent, granted, conditioned or withheld in our sole discretion.

(6) You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to STC 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 STC: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required above; and (b) any and all costs and expenses, both direct and indirect, STC may incur in connection with your failure to do so.

(7) Certain (typically special events) items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all such Rented Items are properly Packed, using the same packing materials. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.**

(8) In the event of a Malfunction (as defined in Section (4)), you will immediately notify STC, and we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is **EXCLUSIVE**. STC will have no other obligation(s) regarding Malfunctions, all of which you hereby waive (including any and all associated incidental, consequential and punitive damages).

(9) **WARNINGS: (A) LIFTS, SCAFFOLDS, VEHICLES, AND EQUIPMENT USED FOR EXCAVATING, LOADING, MOWING, AERATING, LIFTING, HAMMERING, CUTTING, GRINDING, COMPACTING, DIGGING, NAILING, WELDING, SPRAYING, BREAKING, BORING, AND/OR TOWING, IS/ARE INHERENTLY DANGEROUS AND SHOULD BE USED, MOVED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS; AND (B) TENTS AND OTHER TEMPORARY STRUCTURES MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., rain, snow, sleet, hail and high winds). If hazardous weather occurs or threatens, you will: (a) cause all persons to DISCONTINUE USING AND EVACUATE the Rented Item(s); (b) protect such Item(s); and (c) PERMIT US TO DELAY DELIVERY, INSTALLATION AND/OR USE OF OR DISMANTLE AND/OR RETRIEVE ANY OF SUCH ITEM(S) (without obligating STC to do so). YOU ASSUME ALL ASSOCIATED RISKS, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS STC FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING THEREFROM OR ASSOCIATED THEREWITH.**

(10) You will maintain all insurance we deem necessary, but in any event, at least: (a) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence; and (b) "all-risk" or inland marine insurance (or the equivalent), including coverage for property in transit, covering all loss of, and damage to, the Rented Item(s) for the full (new) replacement value thereof. All such policies shall name STC as an additional insured and loss payee, and waive subrogation against STC.

(11) If STC has offered, and you have paid for, its **OPTIONAL Damage Waiver** (set forth on Page 1, if available), we will waive 90% of your liability to us for physical damage to covered Item(s), subject to the exceptions and exclusions set forth in the attached Damage Waiver Addendum. **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

(12) Except with respect to Rented Items which STC rents from one or more third parties (each, an "Owner") and then re-rents to you ("re-rented items"), and as otherwise provided in Section (18), STC owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any Rented Item.

(13) **You may not transfer, sublease or assign any Rented Item** or this Contract without the prior written consent of STC, and if applicable, the Owner of any re-rented item(s). STC may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, the assignee shall not be responsible for, any pre-existing obligations or liabilities of STC.

(14) STC IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN. ALL SUCH ITEMS ARE PROVIDED **"AS-IS". NEITHER STC NOR ANY OWNER, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY STC OR ANY OWNER, NOR DOES STC OR ANY OWNER MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY STC OR ANY OWNER CONSTITUTE REPRESENTATIONS OR WARRANTIES.**

(15) **INDEMNITY/HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S), WHETHER OR NOT YOUR FAULT; AND (B) YOU HEREBY RELEASE AND DISCHARGE STC AND ALL OWNER(S) FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS STC AND SUCH OWNER(S), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL 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 any and all rights and remedies conferred upon you under the Uniform Commercial Code, as well as any and all incidental, consequential, special, and punitive damages, against STC and each Owner. Your duties hereunder are UNCONDITIONAL.**

(16) If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to STC; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (subject, however, to the terms of Section (11) during the Term, you will be in default, whereupon, STC may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass or other transgression; (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, costs and expenses (including without limitation, Rent for the remainder of the Term); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(17) This Contract, and any Addenda signed or provided by STC, represent the entire agreement between you and STC, superseding all other agreements and representations (including STC's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. There are no third-party beneficiaries hereto. STC may, without notice or liability to you, inspect any Rented Item(s) at any time. If any performance required of STC is rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond STC's reasonable control), STC will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding STC's rights and remedies. All amounts due from you hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize STC to submit all amounts coming due hereunder for payment on your debit or credit card and hereby waive all claims to the contrary. *Pristinum tabulae scribere abs etiam.* You agree to pay STC the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and STC. STC's maximum liability in connection with this 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 Item(s), and that allocation is reflected in a reduced Rent. This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from STC at any time in the future (except only as otherwise agreed by STC). You will pay: (a) STC's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales and use taxes), fines, fees, assessments and other charges related to each Item. Neither STC's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy STC may have. This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of Kentucky. Proper venue for any and all legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal and state courts located in or nearest to Kenton County, Kentucky, and you hereby consent and submit to such jurisdiction and venue. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

(18) Any Item(s) sold to you ("Sale Items"), as specifically identified on Page 1 are provided **"AS-IS"** and **"WITH ALL FAULTS,"** and are subject to the terms of Paragraphs (3), (4), (9), (12), (14), (15), (16), (17), and (19) hereof, *modified as appropriate.* Any and all Item(s) not specifically identified as Sale Items on Page 1 will be deemed to be "Rented Item(s)" for purposes of this Contract.

(19) **Warning: Intentionally obtaining services by deception, threat, false token or other means to avoid payment, may be deemed theft, resulting in CRIMINAL PROSECUTION AND/OR CIVIL PENALTY(IES).** See KRS § 514.060, et seq. for more details.

The undersigned has carefully read and understands these Terms and Conditions and **personally guarantees** the Customer's prompt performance of its obligations hereunder.

Signature: _____
Customer / Lessee / Authorized Signatory

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

**TERMS AND CONDITIONS OF RENTAL CONTRACT
(Enlarged Version)**

(1) The undersigned has carefully read and understands these Terms and Conditions and **personally** As used herein, "Page 1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Item(s)" means the items rented or sold to you, as identified on Page 1 (including any "Instructions" provided per the terms of Section (4) below); "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "STC," "Lessor," "we," "us" and "our" mean A Able Tool Crib, Inc., d/b/a "**Steffen's Tool Crib, Inc.**"

(2) You agree to rent the Rented Item(s) from STC for the period(s) specified on Page 1 (the "Term"), and to pay STC our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by STC. Unless otherwise specifically agreed by STC, all rental rates are for normal use of the Rented Item(s) on the following bases: (a) a single-shift basis during the Term, not exceeding 8 hours per day, 40 hours per week, and/or 160 hours per 4-week period with respect to equipment and tools, and (b) a single-event basis with respect to party and special events-related items (e.g., tents, tables, chairs, fountains and dunk tanks). The Rent will be increased for overtime, overuse and late returns, as well as misuse. No allowance will be made for weekends, holidays, time in transit or any other period 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 STC: (i) the Estimated Rent, together with any deposit specified on Page 1 prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) STC 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 STC; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by STC in writing. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and will become the property of STC.

(3) If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for 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 and hold harmless STC. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of STC's representatives regarding the same (including status, condition and quantities).

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(5) You will ensure that each Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); (d) by properly qualified, certified, and if required, licensed, operators; and (e) otherwise in full compliance with the Instructions, as well as all applicable laws, rules and

regulations, at all times. 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 policy of insurance or warranty; or (iii) take possession of or exercise control over any Rented Item without our prior consent, granted, conditioned or withheld in our sole discretion.

(6) You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to STC 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 STC: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required above; and (b) any and all costs and expenses, both direct and indirect, STC may incur in connection with your failure to do so.

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(10) You will maintain all insurance we deem necessary, but in any event, at least: (a) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence; and (b) "all-risk" or inland marine insurance (or the equivalent), including coverage for property in transit, covering all loss of, and damage to, the Rented Item(s) for the full (new) replacement value thereof. All such policies shall name STC as an additional insured and loss payee, and waive subrogation against STC.

(11) If STC has offered, and you have paid for, its **OPTIONAL Damage Waiver** (set forth on Page 1, if available), **we will waive 90% of your liability to us for physical damage to covered Item(s), subject to the exceptions and exclusions set forth in the attached Damage Waiver Addendum.** **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

(12) Except with respect to Rented Items which STC rents from one or more third parties (each, an "Owner") and then re-rents to you ("re-rented items"), and as otherwise provided in Section (18), STC owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented item(s)) is to use it/them in

full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any Rented Item.

(13) **You may not transfer, sublease or assign any Rented Item** or this Contract without the prior written consent of STC, and if applicable, the Owner of any re-rented item(s). STC may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, the assignee shall not be responsible for, any pre-existing obligations or liabilities of STC.

(14) STC IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN. ALL SUCH ITEMS ARE PROVIDED "**AS-IS**". **NEITHER STC NOR ANY OWNER, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY STC OR ANY OWNER, NOR DOES STC OR ANY OWNER MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY STC OR ANY OWNER CONSTITUTE REPRESENTATIONS OR WARRANTIES.**

(15) **INDEMNITY/HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S), WHETHER OR NOT YOUR FAULT; AND (B) YOU HEREBY RELEASE AND DISCHARGE STC AND ALL OWNER(S) FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS STC AND SUCH OWNER(S), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL 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 any and all rights and remedies conferred upon you under the Uniform Commercial Code, as well as any and all incidental, consequential, special, and punitive damages, against STC and each Owner. Your duties hereunder are UNCONDITIONAL.**

(16) If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to STC; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (subject, however, to the terms of Section (11) during the Term, you will be in default, whereupon, STC may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass or other transgression; (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, costs and expenses (including without limitation, Rent for the remainder of the Term); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(17) This Contract, and any Addenda signed or provided by STC, represent the entire agreement between you and STC, superseding all other agreements and representations (including STC's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. There are no third-party beneficiaries hereto. STC may, without notice or liability to you, inspect any Rented Item(s) at any time. If any performance required of STC is rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond STC's reasonable control), STC will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding STC's rights and remedies. All amounts due from you hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize STC to submit all

amounts coming due hereunder for payment on your debit or credit card and hereby waive all claims to the contrary. *Pristinum tabulae scribere abs etiaw.* You agree to pay STC the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and STC. STC's maximum liability in connection with this 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 Item(s), and that allocation is reflected in a reduced Rent. This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from STC at any time in the future (except only as otherwise agreed by STC). You will pay: (a) STC's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales and use taxes), fines, fees, assessments and other charges related to each Item. Neither STC's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy STC may have. This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of Kentucky. Proper venue for any and all legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal and state courts located in or nearest to Kenton County, Kentucky, and you hereby consent and submit to such jurisdiction and venue. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

(18) Any Item(s) sold to you ("Sale Items"), as specifically identified on Page 1 are provided "**AS-IS**" and "**WITH ALL FAULTS**," and are subject to the terms of Paragraphs (3), (4), (9), (12), (14), (15), (16), (17), and (19) hereof, *modified as appropriate.* Any and all Item(s) not specifically identified as Sale Items on Page 1 will be deemed to be "Rented Item(s)" for purposes of this Contract.

(19) **Warning: Intentionally obtaining services by deception, threat, false token or other means to avoid payment, may be deemed theft, resulting in CRIMINAL PROSECUTION AND/OR CIVIL PENALTY(IES).** See *KRS § 514.060, et seq. for more details.*

The undersigned has carefully read and understands these Terms and Conditions and **personally guarantees** the Customer's prompt performance of its obligations hereunder.

Signature: _____
Customer / Lessee / Authorized Signatory