

TERMS AND CONDITIONS

As used herein "Agreement" means the Rental Agreement as identified on the reverse side of this document and includes these Terms and Conditions and all exhibits and attachments referenced on the reverse side including any representative, agent, officer or employee thereof. "Equipment" means any one or more of the items identified as such on the reverse side hereof, and shall include any accessories, attachments or other similar items delivered to Customer, such as, but not limited to, air hoses, electric cords, blades, liquid fuel tanks, nozzles, and other incidental terms; "Northwest Barricade & Signs" means Northwest Barricade & Signs, LLC as identified on the reverse side hereof from whom the Customer has rented the Equipment; "Project Location" means the location of where the Equipment is to be used; "Rental Location" means the location identified on the reverse side from the Equipment is rented.

1. DISCLAIMER. NORTHWEST BARRICADE & SIGNS MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY FOR INTENDED USE, DESIGN, OR WORKMANSHIP OF THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THE EQUIPMENT IS BEING RENTED TO CUSTOMER ON AN 'AS IS' AND WITH 'ALL FAULTS' BASIS. WITHOUT ANY WARRANTIES EXPRESS OR IMPLIED, AS TO CONDITION AND WITHOUT ANY RECOURSE WHATSOEVER TO NORTHWEST BARRICADE & SIGNS. CUSTOMER ACKNOWLEDGES THAT IT IS RELYING SOLELY ON ITS OWN INSPECTION OF THE EQUIPMENT AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, FROM NORTHWEST BARRICADE & SIGNS. CUSTOMER HEREBY EXPRESSLY ASSUMES RISK OF, AND RELEASES AND WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE AGAINST NORTHWEST BARRICADE & SIGNS FOR, ANY AND ALL LIABILITY AND DAMAGE OR INJURY TO PERSONS OR PROPERTY OF ANY KIND OR NATURE, INCLUDING WRONGFUL DEATH AND INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES, CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE EQUIPMENT, THE OPERATION OR USE OF THE EQUIPMENT, ANY DEFECT IN OR FAILURE OF THE EQUIPMENT DURING THE RENTAL PERIOD OR WHILE THE EQUIPMENT IS IN THE POSSESSION, CARE, CUSTODY OR CONTROL OF THE CUSTOMER OR THE BREACH OF ANY PROVISION IN THIS AGREEMENT.

2. INDEMNIFICATION. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD NORTHWEST BARRICADE & SIGNS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ("INDEMNITEES" OR "INDEMNITEE") HARMLESS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, PROCEEDINGS, CLAIMS, JUDGEMENTS, DEMANDS, DAMAGES, LOSSES, FEES, COSTS, EXPENSES (INCLUDING ACTUAL ATTORNEY FEES AND EXPENSES) AND LIABILITIES WHATSOEVER IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF THE CUSTOMER'S POSSESSION, CARE, USE, MISUSE, MAINTENANCE (OR FAILURE TO PERFORM MAINTENANCE) OR CONTROL OF THE EQUIPMENT OR IN ANY WAY CONNECTED WITH THE EQUIPMENT DURING THE RENTAL PERIOD OR WHILE THE EQUIPMENT IS IN THE POSSESSION, CARE, CUSTODY OR CONTROL OF THE CUSTOMER OR BREACH OF ANY PROVISION OF THIS AGREEMENT. REGARDLESS OF THE CONTRIBUTORY NEGLIGENCE OR OTHER FAULT OF THE INDEMNITEES INCLUDING, WITHOUT LIMITATION, BODILY INJURY OR WRONGFUL DEATH OF EMPLOYEES OF CUSTOMER, PROPERTY DAMAGE AND/OR ANY OF THE FORGOING ARISING FROM OR IMPOSED UNDER THE DOCTRINE OF STRICT LIABILITY. CUSTOMER'S INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS SECTION TWO SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

3. RECEIPT & INSPECTION OF EQUIPMENT. Customer prior to removing Equipment from the Rental Location or taking delivery of the Equipment at a location other than the Rental Location, agrees to inspect the Equipment. By removing the Equipment from the Rental Location or taking delivery of it at a location other than the Rental Location, Customer is deemed to have determined that the Equipment is in good working order and repair, and suitable for Customer's needs. Customer has inspected or will inspect (prior to removal of the Equipment) and shall be responsible for the condition of all hitch, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Northwest Barricade & Signs is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors.

4. USE OF EQUIPMENT. Customer acknowledges that Northwest Barricade & Signs has no control over the use of the Equipment by Customer or Contractor's qualifications to use the Equipment. Customer shall use and operate the Equipment and assumes all responsibility to ensure that the Equipment is used only (i) at the Project Location (unless Customer obtains Northwest Barricade & Signs' permission to utilize the Equipment at a different address or location after notifying Northwest Barricade & Signs of such other address or location at which the Equipment is being used and the duration of intended use at such other address or location) and (ii) for the purposes for which the Equipment was intended. Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner, (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it (a qualified individual shall be defined as Customer or a person employed by Customer who has received the training necessary (provided or arranged by Customer) to operate the Equipment continuously in a correct and proper manner and in compliance with all legal requirements including all safety requirements - Customer shall be solely responsible for ensuring that the operator(s) of the Equipment are qualified as stated herein). Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal statutes, laws, rules, ordinances and regulations (including O.S.H.A.), which may apply to the use or operation of the Equipment. Customer, on a daily basis (or as otherwise required by good operating practices and procedures), shall be solely responsible for and agrees to check Equipment filters, oil, and other fluid levels (replacing or topping off as necessary), applying the proper lubricants and to check for proper pressure levels (including tire air pressure). Customer shall also be solely responsible for all fuel used, replacement of non-functioning light bulbs (or other light emitting devices), and tires or tubes that become flat or leak for any reason. Customer shall clean and visually inspect the Equipment daily and to immediately notify Northwest Barricade & Signs when Equipment requires repair or maintenance not otherwise the responsibility of Customer under the Agreement. Customer acknowledges that Northwest Barricade & Signs has no responsibility to inspect the Equipment during the Rental Term or while it is in Customer's possession, care, custody or control or until the Equipment is returned to the Rental Location.

5. MALFUNCTIONING EQUIPMENT. Should the Equipment become unsafe, malfunction or require repair, Customer shall immediately discontinue use of such Equipment and immediately notify Northwest Barricade & Signs. If such condition is the result of normal operation, Northwest Barricade & Signs will, within a reasonable period of time, repair or replace Equipment with similar Equipment in working order if such replacement Equipment is available. Northwest Barricade & Signs has no obligation to replace Equipment in inoperable by misuse, abuse, or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. The Equipment must be returned to the Rental Location within one (1) business day from the time of such failure or defect in order to terminate rental charges.

6. RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT. At the expiration of the Rental Term Customer will return the Equipment to the Rental Location during Northwest Barricade & Signs' regular business hours. The Equipment shall be returned in the same condition and repair as when delivered to the Customer, subject any reasonable wear and tear, as defined below. Customer shall be liable for all damages to or loss of the Equipment. Repairs, if any, made to the Equipment by Customer shall be made to the reasonable satisfaction of Northwest Barricade & Signs and in a manner that will not adversely affect the operation, manufacturer's design or value of the Equipment. In the event of loss or destruction of any Equipment, or inability or failure to return same to Northwest Barricade & Signs for any reason whatsoever, except as provided in Section 18, if applicable, Customer will pay Northwest Barricade & Signs the then full replacement list value together with the full rental rate as specified until such Equipment is replaced. If Northwest Barricade & Signs 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 to Customer until picked up by Northwest Barricade & Signs. If the Equipment is returned in an unclear, damaged or excessively worn condition, Customer shall pay Northwest Barricade & Signs reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Northwest Barricade & Signs shall be under no obligation to commence repair work until Customer has paid to Northwest Barricade & Signs the estimated cost therefore.

7. REASONABLE WEAR AND TEAR. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a single shift (eight (8) hours per day, forty (40) hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) except where Northwest Barricade & Signs expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining, and misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the Equipment which is no considered ordinary and reasonable in the equipment rental industry.

8. RENTAL PERIOD & CALCULATION OF CHARGES. Rental charges when the Equipment leaves the Rental Location and end when the Equipment is returned thereto (including Equipment that is delivered and/or picked up by Northwest Barricade & Signs). Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are based on an eight (8) hour day (which constitutes a shift), 40 hours per week and 160 hours per month. On power equipment, operation in excess of one shift (eight hours per day) may be subject to overtime charges at Northwest Barricade & Signs sole discretion. Customer will truthfully and accurately certify to Northwest Barricade & Signs the number of shifts the Equipment was operated. Customer's rights to possess the Equipment terminates on the expiration of the Rental Term set forth on the reverse side and retention of possession after this time is a material breach of this Agreement. Notwithstanding such breach, Customer continues to be responsible for compliance with the terms and conditions of this Agreement (including possession, care, custody and control

of the Equipment and rent and insurance) until such time as the Equipment is returned to the Rental Location (or removed from the Project Location by Northwest Barricade & Signs) in the condition provided for this Agreement. TIME IS OF THE ESSENCE in this Agreement.

9. DEPOSIT. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit paid by Customer shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms and conditions to be performed by Customer hereunder, and in the event of any breach by Customer thereof said deposit shall be credited against any damages, costs or expenses incurred by Northwest Barricade & Signs as a result of such breach.

10. PAYMENT. All rentals shall be payable in full upon return of the Equipment to Northwest Barricade & Signs or prior to 30 days following Northwest Barricade & Signs invoice to Customer, whichever comes first. Customer acknowledges that timely payment of rental charges is essential to Northwest Barricade & Signs business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Northwest Barricade & Signs agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 1.5% per month (18% per annum), or the maximum amount allowed by applicable law.

11. FAILURE TO DELIVER. Customer releases and discharges Northwest Barricade & Signs from any and all liability or damages (including consequential and special damages) which might be caused by Northwest Barricade & Signs failure or inability to deliver any Equipment by any specified date or time.

12. NO PURCHASE OPTION/NO LIENS. This Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Northwest Barricade & Signs. Customer has no option or right to purchase the Equipment. Customer shall not pledge or mortgage the Equipment, nor subject the Equipment, or allow it to be subjected to any lien, nor permit any charge against, or encumbrance on, the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

13. INSPECTION. Customer agrees that Northwest Barricade & Signs may inspect and examine the Equipment, observe Customer's use and operation of it and re-take the Equipment at any time if Northwest Barricade & Signs reasonably believes that Customer is not utilizing or operating the Equipment as contemplated or permitted under this Agreement or is otherwise in violation of any term or condition of this Agreement.

14. DELIVERY OF EQUIPMENT. Customer will provide a deliver/pick-up area and access to the delivery/pick-up area that is clear, level and dry. The delivery/pick-up area shall be located away from active construction areas and shall be of sufficient size to permit the safe and unimpeded delivery or pick-up of Equipment. The failure to provide an adequate deliver/pick-up area and access to the delivery/pick-up area shall not relieve Customer of its responsibility for delivery charges or any other obligations under this Agreement. Where the Customer fails to provide the required delivery/pick-up area and access, the Customer shall be responsible for providing an alternative delivery/pick-up area (and shall be responsible for an additional delivery/pick-up charge) and access or shall make its own arrangements for delivery of the Equipment.

15. DEFAULT. Should customer in any way fail to perform, observe or keep any provision of this Agreement, Northwest Barricade & Signs may at its option do any one or more of the following: (a) terminate this Agreement; (b) declare the entire rent immediately due and payable and commence legal action therefore; (c) retake possession of the Equipment, holding the Customer liable for all rental and other charges; and pursue any other remedies available by law.

16. REPOSSESSION OF EQUIPMENT. In the event of any actual or anticipatory breach by Customer, Northwest Barricade & Signs employees or agents may, enter the premises where the Equipment is located and take all action necessary to take control of and retake the Equipment, without prior notice to Customer and without process of law. Customer shall be solely responsible for and waives all claims for damages and losses, physical or pecuniary, caused thereby whether suffered by Customer or a third party, and shall pay all costs and expenses incurred by Northwest Barricade & Signs in retaking the Equipment.

17. CUSTOMER'S INSURANCE COVERAGE. Customer shall provide at its own expense, commercial general liability insurance including bodily injury and property damage liability coverage to insure both Customer and Northwest Barricade & Signs including their agents and assigns, in the amount of at least \$1,000,000.00 combines single limit covering bodily injury/death/property damage (other than the rental rate for the Equipment) per occurrence. In addition, if the Equipment is to be used on any roadway, Customer shall provide, at its own expense, automobile liability and physical damage insurance including comprehensive, collision and other standard coverage's for roadway vehicles that equals or exceeds \$1,000,000.00 combined single limit each occurrence bodily injury and property damage including owned, non-owned and hired vehicles and agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement costs of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement to cover any damage or liability arising from handling, transportation, maintenance, operation or use of the Equipment until such time as the Equipment is returned to the Rental Location or picked up by Northwest Barricade & Signs. Customer shall provide a Certificate of Insurance to Northwest Barricade & Signs evidencing such insurance coverage, which shall include a non-owned vehicle endorsement, waiting any right of subrogation against Northwest Barricade & Signs and shall cause Northwest Barricade & Signs to be named by endorsement as an additional insured to said insurance coverage. The general liability policy shall be endorsed to stipulate that the insurance afforded the additional insured shall apply as primary and that any other insurance carried by Northwest Barricade & Signs shall be in excess only and shall not be called upon to contribute with the insurance of Customer. The Certificate of Insurance shall provide for a thirty (30) day notice of cancellation of the insurance required hereunder. **LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS WILL NOT BE PROVIDED BY NORTHWEST BARRICADE & SIGNS UNDER ANY CIRCUMSTANCES.** When requested, Customer shall supply Northwest Barricade & Signs proof of such insurance by Certificate of Insurance clearly setting forth the coverage for the Equipment and naming Northwest Barricade & Signs as loss payee and additional insured; such insurance and evidence thereof to be in amounts and form satisfactory to Northwest Barricade & Signs. The Certificate of Insurance and policy shall provide that Northwest Barricade & Signs shall receive not less than thirty (30) days' notice prior to any cancellation of the insurance required hereunder.

18. WAIVER PLAN PROVISIONS. *The Waiver Plan is not insurance!*

- A.** If Customer elects to accept and pay for the Waiver Plan on the reverse side hereof, Customer's liability for loss or damage to the Equipment shall be modified as follows:
- (i)** Loss or Damage Resulting From Theft/ Vandalism - In the event the disappearance, loss or damage to the Equipment is caused by theft or vandalism resulting from a breaking and entry substantiated by a police report (which shall be furnished to Northwest Barricade & Signs within five (5) days of such disappearance, loss or damage) and Customer is in compliance with Section 4, Northwest Barricade & Signs shall limit its claim against Customer to one half (1/2) of the full replacement value of such Equipment. Breaking and entry includes forced entry into a building, enclosed area, or fencing in which the Equipment is located, or forced entry into the Equipment itself.
- (ii)** Loss or Damage Not Resulting From Theft/Vandalism - In the event the loss or damage to the Equipment is not caused by the theft of vandalism and is not a result of one or more of the causes set forth below, Northwest Barricade & Signs shall waive its claim against Customer for such loss and damage; provided Customer promptly reports such loss or damage to Northwest Barricade & Signs.
- B.** Notwithstanding the foregoing, Northwest Barricade & Signs will not waive a claim for disappearance, loss or damage under Section 18.A.(ii): (i) to Equipment resulting from overloading or exceeding the rated capacity of the Equipment; (ii) to motors, generators, drills or other electrical appliances or devices caused by portable electric current; unless the cause is a generator supplied by Northwest Barricade & Signs; (iii) to hydraulic cylinders; (iv) to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment; (v) resulting from lack of, or improper lubrication or servicing of the Equipment, or damage resulting from misuse, abuse, failure to maintain, cleanliness, proper fuel, hydraulic fluid, coolant or pressure levels as required of Customer under Section 4 hereof; (vi) due to theft of accessories, such as, but not limited to air hoses, electric cords, blades, welding cable, liquid fuel tanks, harnesses and lanyards and other similar items; (vii) due to use of Equipment in violation of any terms of the Agreement or use of or operation of the Equipment for any illegal purpose or in any illegal manner or in violation of any law or ordinance; (viii) to Equipment during Customer's loading, unloading or transportation of the Equipment; and (ix) caused by third parties or during unauthorized use of the Equipment.
- C.** If Customer has insurance covering any loss or damage to which this Section 18 relates, this Waiver and Protection Plan becomes secondary and shall only apply to the extent such damage is not covered by Customer's insurance. Customer shall exercise all rights available to Customer under said insurance and take all action necessary to process said claim. Customer further agrees to assign said claim and any and all proceeds from such insurance to Northwest Barricade & Signs. Upon request to Northwest Barricade & Signs, Customer shall fully cooperate with Northwest Barricade & Signs and furnish the name of Customer's insurance agent, insurance company, and information concerning Customer's insurance coverage.

19. ENTIRE AGREEMENT/ONLY AGREEMENT. This written Agreement represents the entire agreement between the Customer and Northwest Barricade & Signs. There are no oral or other representations or agreements not included herein. None of Northwest Barricade & Signs rights or Customer's rights may be changed and no extension of the terms of this Agreement may be made except in writing, signed by both Northwest Barricade & Signs and Customer. The use of Customer's purchase order number on this Agreement is for Customer's convenience only. The terms and conditions of this Agreement supersede any purchase order or other Customer provisions or forms whether sent to or received prior, during or subsequent to the Rental Term or the execution of this Agreement.

20. NO ASSIGNMENT, LENDING OR SUBLETTING. Customer shall not release, subrent, assign or loan the Equipment, and any such action by Customer shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the front page of this form unless Northwest Barricade & Signs approves otherwise in writing.

21. OTHER PROVISIONS. Any failure of Northwest Barricade & Signs to insist upon strict performance by Customer of any terms and conditions of this Agreement shall be constructed as a waiver of Northwest Barricade & Signs right to demand strict compliance. Customer has carefully reviewed this Agreement and waives any principle of law that would construe any provision hereof against Northwest Barricade & Signs as the drafter of this Agreement.

A. Customer agrees to pay all reasonable costs of collection, court, actual attorneys' fees and other expenses incurred by Northwest Barricade & Signs in the collection of any charges due under this Agreement or in connection with the enforcement of its terms.

B. Customer shall pay the rental charge without any offsets or deductions of claims.

C. The federal and state courts in the county in which the Rental Location is situated shall have exclusive jurisdiction over all matters relating to this Agreement. Trial by jury is waived. Northwest Barricade & Signs shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available at law or in equity.

D. Any individual signing this Agreement represents and warrants that he or she is over legal age, , and has the authority and power to sign this Agreement on behalf of Customer.

CRIMINAL WARNING: THE USE OF FALSE IDENTIFICATION TO OBTAIN EQUIPMENT OR THE FAILURE TO RETURN THE EQUIPMENT BY THE DATE DUE MAY BE CONSIDERED A THEFT SUBJECT TO CRIMINAL PROSECUTION PURSUANT TO APPLICABLE CRIMINAL OR PENAL CODE PROVISIONS.