

✓ Accurate Lien
6210 East Thomas Rd.
Suite 203
Scottsdale, AZ 85251

DOUGLAS COUNTY, NV

2014-852616

Rec:\$31.00

11/12/2014 12:18 PM

Total:\$31.00

ACCURATE LIEN & CONTRACTOR

Pgs=18



00003150201408526160180183

KAREN ELLISON, RECORDER

APN: 1419-05-000-006

APN: 1419-05-000-005

Recording Requested by and Return to:

United Rentals (North America), Inc.
As successor to RSC Equipment Rental
3200 Harbor Lane North, Suite 100
Minneapolis, MN 55447

Title on Document: Notice of Lien

This page added to provide additional information required by NRS 111.312
Sections 1-2 (Additional Recording Fee Applies)

This cover page must be typed or printed clearly in black ink only.

PARCEL ID: 1419-05-000-006

PARCEL ID: 1419-05-000-005

**Recorded at the Request of and
Return Recorded Document To:**

United Rentals (North America), Inc., as successor to RSC Equipment Rental
3200 Harbor Lane North, Suite 100
Minneapolis, MN 55447

NOTICE OF LIEN (NRS 108.226)

The undersigned claims a lien upon the property described in this notice for work, materials or equipment furnished or to be furnished for the improvement of the property:

1. The amount of the original contract is : \$ 3926.89
2. The total amount of all additional or changed work, materials and equipment, if any, is \$ _____
3. The total amount of all payments received to date is \$ _____
4. The amount of the lien, after deducting all just credits and offsets, is: \$3,926.89

The claim is not apportioned per lot as the work was one single project. If the court deems apportionment necessary, apportionment is pro rata per lot based on the number of lots.

5. The name of the owner, if known, of the property is: Incline Partners LLC a NV LLC, PO Box 3740, Incline Village, NV 89450-3740---Sprint, 6450 Sprint Parkway, Overland Park, KS 66251---Sprint Telephony PCS LP, PO Box 8430 Mail Stop: KSOPHLO512-5APTX, Kansas City, MO 64114-8430.
6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: Red Oak Builders Inc., PO Box 25489, Prescott Valley, AZ 86312-5489
7. A brief statement of the terms of payment of the lien claimant's contract is: See Attached Invoices for Terms and Conditions.
8. A description of the property to be charged with the lien is: Sprint Cell Tower Shelter, 3034-3735 US Highway 50 E, Carson City, NV in Douglas County, Nevada, PARCEL ID: 1419-05-000-006, SEE EXHIBIT A FOR LEGAL DESCRIPTION PARCEL ID: 1419-05-000-005, SEE EXHIBIT A FOR LEGAL DESCRIPTION

United Rentals (North America), Inc., as successor to RSC Equipment Rental
(Print Name of Lien Claimant)

By: Hidee Davidson (Authorized Signature)

Print Signer Name: Hidee Davidson, Print Signer Title: Lien Specialist

STATE OF Minnesota
COUNTY OF Hennepin

Hidee Davidson (print name), being first duly sworn on oath according to law, deposes and says:

I have read the foregoing Notice of Lien, know the contents thereof and state that the same is true of my own personal knowledge, except those matters stated upon the information and belief, and, as to those matters, I believe them to be true.

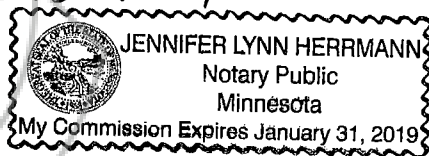
By: Hidee Davidson (Authorized Signature)

Print Signer Name: Hidee Davidson, Print Signer Title: Lien Specialist

Hidee Davidson
(Authorized Signature of Lien Claimant)

Subscribed and sworn to before me this 7 day of the month of Nov. of the year 2014.

Jennifer Herrmann
(Authorized Signature)

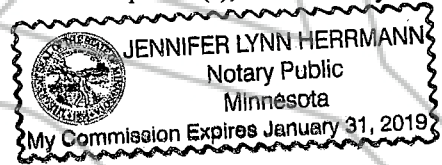


ACKNOWLEDGEMENT BY NOTARY PUBLIC

STATE OF Minnesota ss.
County of Hennepin ss.

On 11-7-14 (Date) before me, the undersigned, a Notary Public in and for said state, personally appeared Hideo Davidson [X] Personally known to me

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or their entity upon behalf for which the person(s) acted, executed the instrument.



Signature Jennifer Herrmann

Notary Seal

Jennifer Herrmann
(Notary Name Printed)

CAPACITY CLAIMED BY SIGNER

Individual
Subscribing Witness
Corporate Officer(s)
Partner(s)

Guardian
Attorney-In-Fact
Trustee(s)

Other _____

Titles _____

Attention Notary: Although the information required below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.

Title of Type of Document: _____

Date of Document: _____ (Date)

Number of Pages: _____

Signer(s) Other Than Named Above: _____

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

Description of all that lot, piece, or parcel of land being known as Adjusted Parcel A, reflecting a boundary line adjustment between Assessor's Parcel Numbers 1419-05-000-001 and 1419-05-000-002 and 1419-05-000-003, Douglas County, Nevada, said lot being a portion of the South 1/2 of the Northwest 1/4 of Section 5, Township 14 North, Range 19 East, M.D.B.&M., Douglas County, Nevada and being more particularly described as follows:

PARCEL 1:

PORTION EASTERLY OF U.S. 50:

Commencing at the Northwest corner of the South 1/2 of the Northwest 1/4 of Section 5, Township 14 North, Range 19 East, M.D.B.&M.; thence North $88^{\circ}41'30''$ East, 781.21 feet to the True Point of Beginning; thence North $88^{\circ}41'30''$ East, 864.98 feet; thence on a curve to the right with radius of 295.00 feet; central angle of $105^{\circ}16'22''$ and arc length of 542.02 feet; thence South $87^{\circ}03'34''$ West, 103.65 feet; thence on a curve to the left with radius of 280.00 feet, central angle of $79^{\circ}33'20''$ and arc length of 388.78 feet; thence South $07^{\circ}30'14''$ West, 144.42 feet; thence on a curve to the right with radius of 300.00 feet, central angle of $115^{\circ}06'43''$ and arc length of 602.73 feet; thence North $57^{\circ}23'03''$ West, 156.51 feet; thence on a curve to the left with radius of 850.00 feet, central angle of $48^{\circ}31'32''$ and arc length of 719.90 feet; thence North $06^{\circ}19'25''$ East, 282.52 feet to the True Point of Beginning.

ASSESSOR'S PARCEL NO. 1419-05-000-006

PARCEL 2:

PORTION WESTERLY OF U.S. 50:

Commencing at the Northwest corner of the South 1/2 of the Northwest 1/4 of Section 5, Township 14 North, Range 19 East, M.D.B.&M., said point being the True Point of

Continued on next page

Beginning; thence North 88°41'30" East, 419.02 feet; thence on a curve to the right with radius of 550.00 feet, central angle of 99°53'11" and arc length of 958.84 feet; thence North 00°22'45" West, 723.51 feet to the True Point of Beginning.

Basis of Bearings: The North line of the South 1/2 of the Northwest 1/4 of Section 5, Township 14 North, Range 19 East, M.D.B.&M., per BLM Plat filed on July 29, 1997. (Bearing: South 88°41'30" West).

ASSESSOR'S PARCEL NO. 1419-05-000-005

Said land further set forth on Record of Survey to Support a Boundary Line Adjustment and filed for record with the Douglas County Recorder on September 2, 2003 in Book 0903, at Page 450, as Document No. 588486, Official Records of Douglas County, Nevada.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED SEPTEMBER 11, 2003, BOOK 0903, PAGE 6014, AS FILE NO. 0589676, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

Customer Invoice Inquiry

Sys: UNITED

Status: S Total \$: 34,219.78

Cmp: U1 Loc: W76

Cust #: 1145800 RED OAK BUILDERS INC

Phone: 928-533-2943

Select-Open: Y Paid: N

Inv Opt: Mail

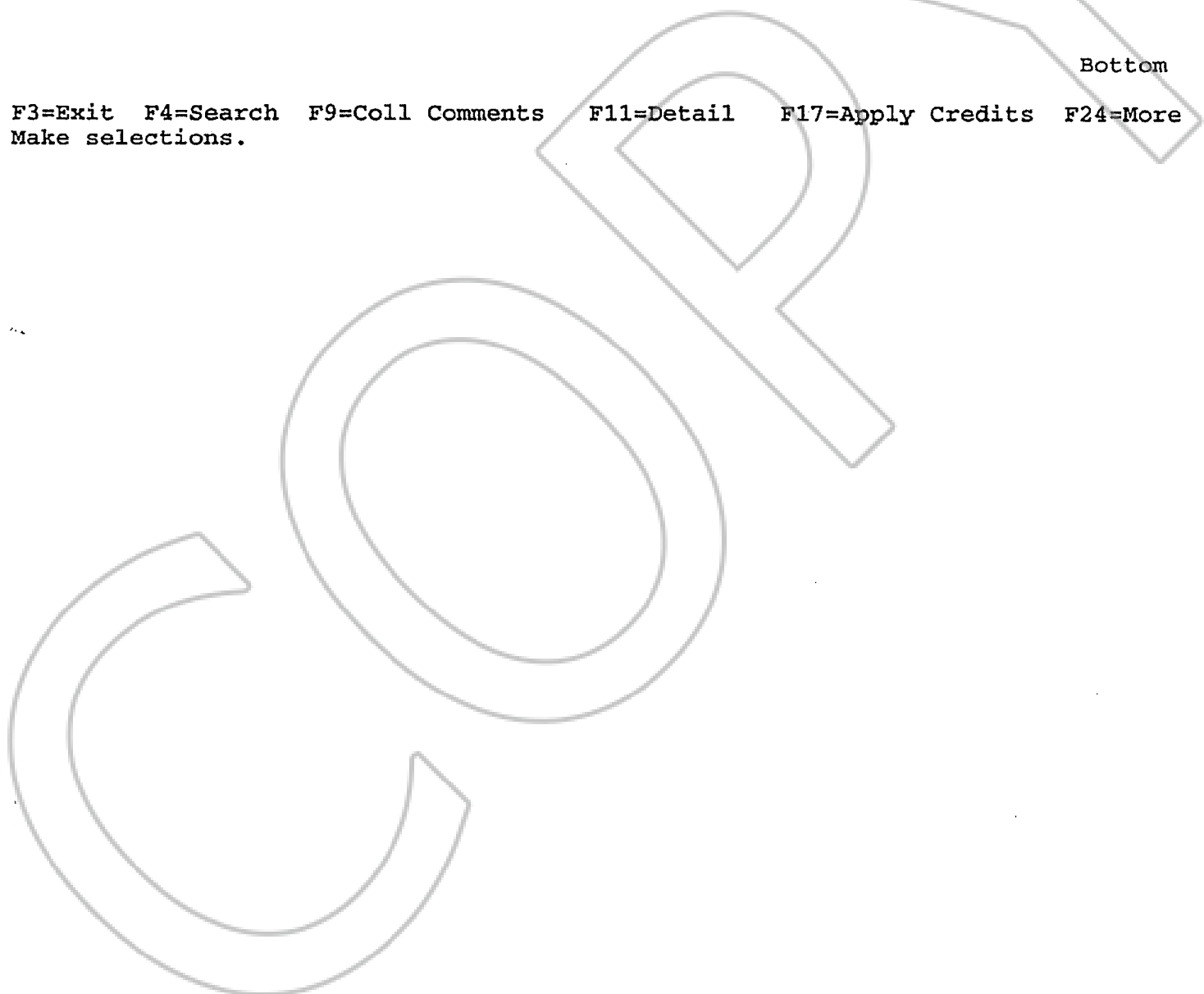
3=Pmt/Adj 5=Display 6=Reprint 7=Fax 9=Dispute 10=Collection Comments

13=Email 15=EDI Review 16=Tax Credit Memo

Op	Invoice #	Inv Date	Loc	ST	Typ	Balance	DI	Job Location	IO
	121813266-001	8/12/14	552	OP	R	173.80		3735 HWY 50, GLENBROOK	2
	121813266-002	8/15/14	552	OP	R	3753.09		3735 HWY 50, GLENBROOK	2
						3926.89		<---- Total	
								<---- P.O. \$ amount	

Bottom

F3=Exit F4=Search F9=Coll Comments F11=Detail F17=Apply Credits F24=More
Make selections.





RENTAL EXCHANGE TICKET

121813266-001

BRANCH 552
3223 N. DEER RUN RD
CARSON CITY NV 89701
775-884-4745
775-884-4721 FAX

Job Site

RED OAK BUILDERS
3735 HWY 50
x:HWY 50@@
GLENBROOK NV 89413
Office: 928-533-2943 Cell: 602-918-4418

Customer # : 1145800
Exchange Date : 08/12/14
UR Job Loc : 3735 HWY 50, GLENBRO
UR Job # : 23
Customer Job ID:
P.O. # :
Ordered By : AIMEE BORTRESS
Written By : DANIEL BUONAMICI
Salesperson : DAVID HOFFMAN

RED OAK BUILDERS INC
PO BOX 25489
PRESCOTT VLY AZ 86312-5489

Invoice Amount: \$173.80

Terms: Due Upon Receipt
Payment options: Contact our credit office 763-509-2421
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10034041	BACKHOE/LOADER 60-90HP 4WD EXT-A-HOE Make: CASE Model: 580N Serial: NCC550341 Meter out: 929.40 Meter in: 939.60 Reason: CUST.SERVICE CALL-UNRESOLVED	487.00	487.00	1850.00	3244.00	EXCHANGED
	10042018	BACKHOE/LOADER 60-90HP 4WD EXT-A-HOE Make: JOHN DEERE Model: 310J Serial: 1T0310JXVBD215477 Meter out: 937.10 Meter from prior exchange is 10.200	487.00	487.00	1850.00	3244.00	NEW ITEM

Rental Subtotal:

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
22	DIESEL	[DSL/MCI]	EACH	173.80
Sales/Misc Subtotal:				173.80
Fuel:				173.80
Total:				173.80

COMMENTS/NOTES:

OSC Facio 602 918-4418
ROAD ENTRANCE .2 MILES EAST OF SPOONER
SUMMIT. GREEN PIPE GATE WITH RED&WHITE
TAPE. COMBO 1234 MIKE FLYNN 775 831-7996

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT.
A CLEANING CHARGE WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE
DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE
INCLUDING TIRES. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS.
A FUEL CHARGE WILL BE APPLIED TO ALL UNITS NOT RETURNED FULL OF FUEL.

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

THIS RENTAL EXCHANGE TICKET IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.



RENTAL RETURN INVOICE

121813266-002

BRANCH 552
3223 N. DEER RUN RD
CARSON CITY NV 89701
775-884-4745
775-884-4721 FAX

Job Site

RED OAK BUILDERS
3735 HWY 50
x:HWY 50@@
GLENBROOK NV 89413
Office: 928-533-2943 Cell: 602-918-4418

Customer # : 1145800
Invoice Date : 08/15/14
Rental Out : 08/11/14 08:00 AM
Rental In : 08/15/14 11:04 AM
UR Job Loc : 3735 HWY 50, GLENBRO
UR Job # : 23
Customer Job ID:
P.O. # :
Ordered By : AIMEE BORTESS
Written By : DANIEL BUONAMICI
Salesperson : DAVID HOFFMAN

RED OAK BUILDERS INC
PO BOX 25489
PRESCOTT VLY AZ 86312-5489

Invoice Amount: \$3,753.09

Terms: Due Upon Receipt
Payment options: Contact our credit office 763-509-2421
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
FILE 51122
LOS ANGELES CA 90074-1122

Table with columns: RENTAL ITEMS (Qty, Equipment, Description, Minimum, Day, Week, 4 Week, Amount), SALES/MISCELLANEOUS ITEMS (Qty, Item, Price, Unit of Measure, Extended Amt.). Includes items like BACKHOE/LOADER, BACKHOE BREAKER, and BACKHOE BUCKET. Subtotals for Rental, Sales/Misc, and Agreement are provided.

COPY

COMMENTS/NOTES:

OSC Facio 602 918-4418
ROAD ENTRANCE .2 MILES EAST OF SPOONER
SUMMIT. GREEN PIPE GATE WITH RED&WHITE
TAPE. COMBO 1234 MIKE FLYNN 775 831-7996

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

General Provisions

Condition of Equipment Customer acknowledges that he has examined, or had the opportunity to examine the Equipment and has received the Equipment in good physical and mechanical condition and the Equipment is of the size, design, capacity and manufacture selected by the Customer. Customer knows that the equipment is *not* in the same condition as it was when it was new and may *not* operate as safely, efficiently, or effectively as if it were new.

Delivery and Pick-Up of Equipment In no event shall RSC be liable for any damages arising out of delivery delays, including, but not limited to work stoppages, delivery or operational deficiencies or failures, breakdowns, strikes, Acts of God, unavailability of replacement equipment, or any other nature, or from any other cause, whether such delays are avoidable or not. Customer must call to release the Equipment to RSC and is responsible for the released Equipment until it is picked up.

Disclaimer of Warranty THE ONLY EXPRESS WARRANTY IS THAT OF THE MANUFACTURER, IF ANY, AND NO ORAL REPRESENTATIONS OR WARRANTIES OF ANY NATURE SHALL BE BINDING ON RSC. RSC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE. THERE IS NO WARRANTY OR REPRESENTATION THAT THE EQUIPMENT IS FIT FOR THE CUSTOMER'S PARTICULAR USE, OR THAT IT IS FREE OF LATENT DEFECTS. CUSTOMER ACKNOWLEDGES THAT RSC IS NOT A MANUFACTURER OF THE EQUIPMENT AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES FOR BREACH OF WARRANTY AGAINST RSC, INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INJURY, PROPERTY DAMAGE, PARTS, LABOR, DELAY OR BUSINESS INTERRUPTION BY CUSTOMER OR THIRD PARTIES. UNDER NO CONDITION WILL RSC BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

Customer's Indemnification Customer agrees to reimburse, indemnify, hold harmless and defend, at Customer's expense, RSC, its subsidiaries, parent company, affiliate companies, and their agents, officers, directors and employees, against all losses, liabilities, damages, injuries, penalties, including without limitation to bodily injury, death, property damage or other damage arising out of any breach of this Agreement, Customer's violation of any applicable regulations, or improper use, possession, operation, erection, dismantling, servicing, or transport involving the Equipment, Customer's contamination of the equipment by any party, strict liability or negligence claims arising out of any defect in the design, manufacture, warnings, instructions, operation, repair or failure to discover a defect, or incurred by RSC in any manner from this transaction, including claims of or liabilities to third parties. Customer agrees to present a claim to his insurance carrier for all such expenses and in the event Customer has no insurance to cover such losses, Customer agrees to pay RSC for such losses.

Applicable Laws Customer is responsible for complying with all applicable laws with regards to the Equipment.

Payment/Interest/Default/Liens Unless otherwise specified herein, the entire price stated on the front of this agreement is due in full net due upon receipt of invoice and if such amount is not paid within thirty (30) days, Customer agrees to pay interest from the date hereof at the lesser of eighteen percent (18%) per annum, or the maximum amount permitted by law, whichever is less, on all amounts not paid within thirty (30) days, plus costs and lawyer's fees and all expenses of collection and repossession of the Equipment. Upon Customer's default on any payment, RSC may repossess the Equipment without notice to Customer. All charges are subject to final RSC audit and late payment charges of the maximum allowed by law. RSC shall be entitled to a lien for all charges incurred herein against the Customer's premises upon which the Equipment is being employed.

Risk of Loss Placement of the Equipment at Customer's specified delivery location constitutes transfer of all risk of loss to Customer for all damages in transit or otherwise. Customer is solely responsible for and agrees to pay RSC the full replacement value for replacing and/or repairing damage to the Equipment from any cause whatsoever, and further agrees to pay RSC all expenses for loss

of use, claim administration fees, diminishment in value, towing, storage, or impound fees, and costs incurred by RSC to recover the Equipment and establish damages, regardless of fault or negligence of the Customer or any person, and regardless if damages are the result of an Act of God. Customer's payment to RSC shall be made promptly upon the Customer's receipt of RSC's Invoice therefor. Use of the Equipment by persons other than the Customer or Authorized Operators will be at the sole risk of the Customer.

Sales Transactions

Title RSC will transfer title to the Equipment to Customer, free of any encumbrances, upon Customer's payment in full for the entire price for the Equipment, plus any costs, interest, or other charges due and, until such time, RSC retains title to and reserves a security interest in the Equipment (and all proceeds thereof) and Customer will insure the Equipment to its full replacement value against any and all loss or damage. Customer represents and warrants to RSC that, except as provided herein, it is not a party to any agreement which will result in, nor will it allow, a lien or security interest in or upon the Equipment until such time as all obligations owing to RSC are satisfied in full.

New Equipment Customer hereby acknowledges receipt of manuals, warranties, limits, restrictions, and specifications of the manufacturer of the Equipment.

Used Equipment All Used Equipment is sold "As Is." All used equipment to be sold is in a USED CONDITION. As a result of its prior use, Customer understands that the used equipment is *not* in the same condition as it was when it was new and may *not* operate as safely, efficiently, or effectively as if were new. The term "As Is" means that Customer receives and accepts the Used Equipment in its current Used condition, with all faults, without representation or warranty, express or implied as to its condition.

Rental Transactions

Ownership and Operation of Equipment Customer acknowledges that the Equipment is the property of RSC. Customer agrees that only the following persons ("authorized Operators") may use or operate the Equipment and must do so with Customer's permission: Customer, Customer's authorized agent, representative, employer, employees, or fellow employees acting in the course and scope of employment. Customer must ensure that all Authorized Operators must be at least the age of majority by law, must be properly trained and qualified to operate the Equipment and have a valid operator's license to operate the Equipment and be in compliance with the law. Any person reasonably presumed to be operating the Equipment at the direction of, at the behest of, or under the authority of the Customer, shall be conclusively presumed to be an authorized agent of the Customer, and such operation therefore binds the Customer under this Agreement. Customer is prohibited from subletting, loaning, assigning, altering or disposing of the Equipment. Customer represents and warrants to RSC that any person operating the Equipment has been fully trained and qualified in the proper and safe use thereof.

Rental and Refueling Charges General: Customer assumes full responsibility for any damage to, destruction, or loss of property transported by or in the rented Equipment. Use of the Equipment must be: (a) only at the Customer's designated job site, unless otherwise agreed in writing by RSC; (b) outside of any contaminated area or exposure – the use around and/or with any hazardous materials, substances and/or toxins is strictly prohibited; and (c) only in accordance with manufacturer's rated capacity and operating instructions. ON the return date specified, or sooner upon RSC's demand, Customer must return the Equipment to the branch office, in the same good clean condition as received, ordinary wear and tear accepted, and confirm RSC's return receipt of the Equipment in such good clean condition, or be responsible for payment of all Equipment repair and clean-up expenses.

Maintenance: Customer shall perform and pay for all maintenance required to keep the Equipment in good working order and in compliance with all normal, basic and periodic maintenance specifications set forth in the manuals for this Equipment. Customer shall record and supply RSC with fuel receipts and state by state mileage records upon termination of this Agreement. ON failure to supply such records, Customer agrees to pay a \$.05 per unrecorded mile charge as additional rent. Preliminary Notices: Customer shall provide RSC with correct information necessary to file a Preliminary Notice according to state statutes and hereby grants RSC permission to contact all persons and entities necessary to obtain such information.

Events of Default Customer shall be in default on this Agreement: if Customer fails to pay any rent when due; if Customer breaches any of the terms of this Agreement; if Customer becomes insolvent, ceases doing business, or if a petition for bankruptcy is filed by or against Customer; or if Customer is in default of any other Agreement with RSC. In addition, Customer is in default of this Agreement if the Equipment is used: (a) to carry persons for hire; (b) to carry unauthorized persons and/or to carry persons other than in the cab of the Equipment; (c) to carry property for hire, unless Customer obtains all necessary permits and licenses; (d) to transport any explosives or hazardous materials; (e) in any race, test, contest, or for any illegal purpose; (f) by any person under the age of majority, or by anyone who has given a fictitious name or false age or address; (g) by any person, if there is reasonable evidence they were under the influence of narcotic, intoxicants or drugs; (h) outside the state of rental without the written permission of RSC; (I) under authority of license other than Customer's own and Customer warrants that the licenses shown to RSC at the time of rental, if applicable, are fully valid, (j) in a reckless or imprudent manner of if the Equipment is deliberately damage; (k) if Customer misrepresents facts to RSC pertaining to the use or operation of the Equipment; or (l) Equipment is used in/around/with or becomes contaminated by hazardous substances, materials and/or toxins.

Remedies of RSC In the event of Customer's default as specified herein, Customer hereby waives notice of legal process and right to hearing and agrees that RSC may peaceably enter the Customer's premises to render the Equipment inoperable and/or remove the Equipment without process of law or liability to RSC. In such case, RSC may terminate the Agreement without notice to Customer and without prejudice to any other claims RSC might have against Customer and Customer shall remain liable for any loss or damage to the Equipment notwithstanding such termination. In such event, Customer agrees to pay RSC all monies due for the remainder of the rental term as liquidated damages and not as a penalty. RSC shall have the right to take any steps it deems necessary to recover the Equipment if it is not returned on the date specified or if this Agreement is otherwise terminated. RSC's remedies provided herein are not exclusive, but shall be cumulative to all other remedies existing at law and in equity.

EZ Assurance If Customer does not provide proof of insurance as required below, customer will be charged an EZ Assurance ("EZA") plan charge as established by RSC. Customer agrees and understand that the EZA is not insurance. Customer is fully responsible for the loss of or damage to the Equipment subject tot he terms and conditions of the EZA plan. If Customer purchases the EZA plan, customer's responsibility for loss or damage to the Equipment will be limited to twenty-five (25%) percent of the replacement cost of the Equipment, subject to the exceptions set forth in the EZA plan, which is incorporated herein by reference. Additional copies of the EZA plan can be found at rentalservice.com/businessmadeEZ/ldw.asp or at any RSC location. Notwithstanding the foregoing, in the event of any default by Customer under this Agreement, the EZA protection will be voice, and Customer will be liable for the full replacement value related expenses for all loss or damage to Equipment.

Customer Insurance Obligation **Physical Damage to Equipment:** All Customers must provide to RSC, at the time the Equipment is rented, a certificate of insurance naming RSC as a loss payee and/or additional insured on said certificate evidencing coverage for physical damage to the Equipment. Such physical damage insurance covering the Equipment may not be canceled or materially modified except upon twenty (20) days prior written notice to RSC at the branch office identified in this Agreement. IN the event of Customer's failure to provide said certificate of insurance at the time the Equipment is rented, Customer will be charged the EZ Assurance fee as set forth in this Agreement. **Bodily Injury/Property Damage; Responsibility To Third Parties:** In addition to the foregoing physical damage insurance for the Equipment, Customer will, at Customer's expense, at all times during the term of this Agreement, maintain in force a commercial general liability insurance policy covering bodily injury/property damage liability on the Equipment in an amount not less than one million dollars (\$1,000,000) combined single limit. Such third party liability coverage shall be primary, and not excess or on a contributory basis, and shall provide coverage for liability for injuries and/or damages sustained by any person or persons, agents or employees of Customer, and Customer's indemnity obligations herein. Customer agrees to abide by all of the terms and conditions of said insurance. IN the event of a loss, Customer, its agents and employees will cooperate fully with RSC and Customer's insurer in the investigation, prosecution and/or defense of any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. RSC does

not waive any claims or rights hereunder. The aforesaid Customer insurance obligations in no way limits Customer's ultimate liability hereunder. RSC does not provide, extend, or afford any insurance coverage to Customer, any passenger, or any Authorized Operator of the Equipment under this Agreement. If there is other valid and collectible liability protection of insurance on any basis available to Customer or any other person, and such protection or insurance satisfies the financial responsibility laws, then no liability protection is afforded by RSC. However, if Customer is in compliance with the terms and conditions of this Agreement, and if RSC is determined by law to provide liability protection to any Customer or Authorized Operator, such liability protection shall be limited to the minimum financial responsibility is expressly limited to only those applicable provision of the financial responsibility laws of the province in which the Equipment is operated if any such laws are applicable to the operation of the Equipment. RSC's financial responsibility is expressly limited to only those applicable provisions of the financial responsibility laws of the state in which the Equipment is operated if any such laws are applicable to the operation of the Equipment. RSC's financial responsibility, unless law requires, does not extend to (a) injuries to the Customer, driver, or passenger while riding in, alighting from, entering or on the Equipment; (b) liability imposed upon or assumed by anyone under any worker's compensation act, plan or contract; (c) any property owned by or rented by or in the care, custody, or control of the Customer. Power of Attorney: Customer hereby grants and appoints to RSC a Limited Power of Attorney to present insurance claims for property damage to Customer's insurance carrier if the Equipment is damaged during the term of this rental Agreement and to endorse Customer's name on insurance payments for charges or damages.

Notice of Damage, Loss or Accident Accidents, loss, theft, damage or failure of the Equipment must be reported immediately to RSC by telephone and within 24 hours thereafter in writing to the office where the Equipment was rented and to the public authorities (where required by law or by RSC). Customer and/or its agents, employees and Authorized Operator must provide RSC and the public authorities with complete information and assistance in the investigation and prosecution of any matter arising from such accident, loss, theft or damage, including the immediate delivery of every process, pleading or paper relating to any claims, suits and proceedings and shall cooperate with RSC in all manners connected with any claims or suits.

Assignment RSC may grant a security interest in or assign this Agreement to any third party for value. Customer acknowledges and agrees that such third party may exercise all the rights under this Agreement and will not be subject to any abatement, reduction, recoupment, defense, setoff or counterclaim available to Customer.

**RENTAL AGREEMENT ADDITIONAL
TERMS AND CONDITIONS**

1. **DEFINITIONS.** "*Rental Agreement*" means this Rental Agreement, including the front and back pages of the Rental Agreement, as well as any Addendum attached hereto. "*United*" means the corporate subsidiary of United Rentals, Inc. identified on the first page of this Rental Agreement from whom the Customer has rented the Equipment. "*Equipment*" means any one or more of the items identified as such on the first page of this Rental Agreement and any accessories, attachments or other similar items delivered to Customer, including, but not limited to air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. "*Customer*" means the person or entity identified as such on the first page of this Rental Agreement or any representative, agent, officer or employee of Customer. "*Store Location*" means the United address in the upper left-hand corner on the first page of this Rental Agreement. "*Rental Period*" means the period of time between the "*Date Out*" and "*Date Due In*," set forth on the first page of this Rental Agreement, except that the Rental Period may terminate earlier as provided in Sections 17 and 22 hereof.

2. **AUTHORITY TO SIGN.** Any individual signing this Rental Agreement represents and warrants that he or she is of legal age, and has the authority and power to sign this Rental Agreement on their own behalf or for the Customer.

3. **INDEMNITY / HOLD HARMLESS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD UNITED, AND ANY OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY, OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST UNITED BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE

OBLIGATED TO INDEMNIFY UNITED FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF UNITED. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE CONTRACT.

4. **INSPECTION OF EQUIPMENT.** Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer further acknowledges that Customer has inspected the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road use, prior to taking possession thereof, and such propulsion tank contained no dyed fuel. Customer is familiar with the proper operation and use of each item of Equipment. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges United is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors.

5. **LIMITATION OF LIABILITY.** In no event shall (i) United be responsible to Customer or any other party for any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use, United's failure to deliver the Equipment as required hereunder, or United's failure to repair or replace non-working Equipment or (ii) United be liable for any incidental, consequential, punitive or special damages. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to United and will take all

necessary precautions to protect all persons and property from injury or damage from the Equipment.

6. **USE OF EQUIPMENT.**

A. 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. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A. and the Internal Revenue Code) which may apply to the use of the Equipment. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD UNITED HARMLESS FROM ALL FINES, PENALTIES AND COSTS INCURRED BY UNITED DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES.** Customer agrees to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the Equipment daily and to immediately notify United when Equipment needs repair or maintenance. Customer acknowledges that United has no responsibility to inspect the Equipment while it is in Customer's possession. United shall have the right to replace the Equipment with other similar equipment at any time and for any reason.

B. **IN CALIFORNIA ONLY:** If any of the Equipment is power operated or power-driven excavating or boring equipment, it is the sole responsibility of Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Rental Agreement, Customer accepts all liabilities and responsibilities contained in the California regional notification center law.

7. **DISCLAIMER OF WARRANTIES. UNITED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, UNITED DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.**

a. **MALFUNCTIONING EQUIPMENT.** Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify United. If such condition is the result of normal operation, United will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. United has no obligation to repair or replace Equipment rendered 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. Customer must return the Equipment to the Store Location within 24 hours from the time of defect in order to terminate rental charges.

9. **RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT.** At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during United's regular business hours, such Equipment to be in the condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. In the event that United has agreed to pick up the Equipment from Customer, Customer shall notify United in writing that the Equipment is "off rent" and shall obtain an "off rent" confirmation number from United. United shall endeavor to pick up the Equipment within a commercially reasonable period of time after the Equipment is called "off rent." Customer shall be liable for all damages to or loss of the Equipment from the time the Equipment leaves the Store Location until the Equipment is (a) returned to the Store Location, including any damage during transit to or from Customer; or (b) picked up by United after issuance of an "off rent" confirmation number. In the case of the loss or destruction of any Equipment, or inability or failure to return same to United for any reason whatsoever, Customer will pay United the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay United the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. United shall be under no obligation to commence repair work until Customer has paid to United the estimated cost therefor.

10. **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 one shift (8 hours per day, 40 hours per week) basis. The following shall not

be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) except where United 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, corrosion or 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 not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of United and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment

11. **LATE RETURN.** Customer agrees that if the Equipment is not returned by the end of the Rental Period, United, in its sole discretion, may require Customer to do any of the following: (a) continue to pay the rental rate(s) applicable to the Equipment as specified on the front page of this Rental Agreement, (b) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment, or (c) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period.

12. **RENTAL PERIOD / CALCULATION OF CHARGES.** Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is returned to the Store Location during United's regular business hours. Rental charges do not include the cost of fuel, any applicable taxes, cost of delivery and pick-up of the Equipment, transportation surcharges, environmental charges or other miscellaneous charges. In the event that United has agreed to pick up the Equipment from Customer, Customer shall notify United in writing that the Equipment is "off rent" and obtain an "off rent" confirmation number from United, at which time rental charges shall no longer be assessed, unless otherwise provided herein. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an 8 hour day, 40 hours per week and 160 hours per 4 week period. On power equipment, operations in excess of one shift will be as follows: 1.5 times the rental charges for double shift and 2 times the rental charges for triple shift. Customer will truthfully and accurately certify to United the number of shifts the Equipment was operated. Customer's right to

possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of this Rental Agreement. **TIME IS OF THE ESSENCE.**

13. **DEPOSIT.** In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by United as a result of the breach.

14. **PAYMENT.** All amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental charges is essential to United's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and United agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law.

15. **TITLE / NO PURCHASE OPTION / NO LIENS.** This Rental Agreement is not a contract of sale, and title to the Equipment shall at all times remain with United. Unless covered by a specific supplemental agreement signed by United, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

16. **TIRE AND TUBE REPAIR OR REPLACEMENT.** Repair or replacement of tires and tubes is the responsibility of Customer, and is not included in the rental rate.

17. **DEFAULT.** Customer shall be deemed to be in default should Customer in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Agreement, or should Customer become "Insolvent" (as defined herein), or should United anticipate that Customer may become Insolvent or that Customer may otherwise become in default. If Customer is in default, United may do any one or more of the following: (a) terminate the Rental Period; (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (c) cause United's employees or agents, with notice but without legal process, to enter upon Customer's property

and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and re-possession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by United in retaking and repossessing; or (d) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer (i) shall generally not pay, or shall be unable to pay, or shall admit its inability or anticipated inability to pay its debts as such debts become due; or (ii) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (iv) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or (v) shall take any action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties.

18. **CUSTOMER'S INSURANCE COVERAGE.**

Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (a) **property insurance** for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Such coverage will include, but not be limited to, risk of loss arising out of the maintenance, operation, possession or use of the Equipment; (b) **commercial auto liability insurance** with at least a per occurrence limit of \$2 million; and (c) **commercial general liability insurance** ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) for any property damage, bodily injury or personal and advertising injury arising out of the maintenance, operation, possession or use of the Equipment with combined single limits of insurance not less than \$2 million per occurrence and \$4 million in the aggregate. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by United. United shall be named as an additional insured for liability insurance and additional loss payee for property insurance. Any deductibles or self insured retentions shall be the sole responsibility of the Customer. All insurance required by this agreement shall include a waiver of rights of recovery against United or its insurers by the Customer

and its insurers, as well as a waiver of subrogation against United or its insurers. The policies required hereunder shall provide that United must receive not less than 90 days notice prior to any cancellation.

19. **NO ASSIGNMENT, LENDING OR SUBLETTING.**

Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of United, and any such action by Customer, without United's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Agreement unless United approves otherwise in writing. United may at any time, without notice to Customer, transfer or assign this Rental Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

20. **ENTIRE AGREEMENT / ONLY AGREEMENT.**

The Rental Agreement, including the front and back pages of the Rental Agreement, and any Addendum attached hereto, represent the entire agreement between Customer and United with respect to the Equipment and the rental of the Equipment. There are no oral or other representations or agreements not included herein. None of United's rights or Customer's rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both United and Customer. Any use of Customer's purchase order number on this Rental Agreement is for Customer's convenience only and terms and conditions, whether oral or written, that are different or inconsistent with the terms contained herein are hereby rejected by United.

21. **ORDER OF PRECEDENCE.** The terms and conditions of this Rental Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents.

22. **OTHER PROVISIONS.**

A. Any failure of United to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of United's right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provision hereof against United as the draftsperson of this Rental Agreement.

B. Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by United in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms.

C. Customer shall pay the rental charge(s) without any offsets, deductions or claims.

D. The federal and state courts in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Rental Agreement. **TRIAL BY JURY IS WAIVED.** In order to effect service of process on United, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the registered agent and the registered office address that is on file with the Secretary of State for United. United shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

E. United shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (i) permanent closure of the Store Location or (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government or (iii) as otherwise set forth in this Rental Agreement

CRIMINAL WARNING: The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.