

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

For good and valuable consideration, you and Firstsource Rentals, LLC, a North Carolina limited liability company (also referred to in this Contract as "First Source," "Lessor," "we," "us," and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) provided by First Source to you, as identified on P.1 (including any "Instructions" and/or safety device(s) provided per Section [or "§"] 4 below); "Site" means the address where the Item(s) will be delivered and/or used, as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the "Customer/Lessee" identified on P.1.
2. You agree to rent the Rented Item(s) from First Source for the period(s) specified on P.1 (the "Term"), at the end of which, you agree to return such Item(s) to us as required hereunder. You agree to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all loss of and damage to the Rented Item(s) for the duration of the Term and until all such Rented Item(s) is/are returned to and accepted by First Source in the return condition required under this Contract (including § 12). Unless otherwise agreed in writing by First Source, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding the least of: 8 hours per 24-hour period for which Rent is charged hereunder (each, a "Rental Day"); 40 hours per 7-Rental Day Period; 160 hours per 28-Rental Day period, and otherwise in accordance with the terms of this Contract and the "Instructions" referenced in § 4. Additional Rent at our hourly rate will be charged for late returns and overuse. No allowance will be made for weather delays, time in transit or other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless we otherwise agree in writing: (a) you shall pay us: (i) any deposit(s) and the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"); and (ii) all other amounts coming due hereunder upon demand; and (b)(i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; (iv) all Prepayments are **NON-REFUNDABLE** except only as provided in § 6; and (v) anything remaining with, in or on any Item(s) upon return to us will be deemed surrendered and abandoned.
3. Except with respect to Rented Items First Source rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), First Source owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligation to fully and timely comply with this Contract at all times. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); or (b) loan, share, transfer, sublease, store, surrender or assign any Rented Item(s) or this Contract, without our prior written consent (in our sole discretion). We may, from time to time, substitute Rented Item(s) and/or sell or assign all or any part of our interests in one or more Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of First Source or any TPO.
4. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon reject such Item(s), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined and tested by you or your agent(s); and (b) you: (i) have received, reviewed and understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, ASSP, DOT, FMCSA, IFTA, ANSI and other standards applicable to the Rented Item(s) (or any of them) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Ventilation and Electronic Logging Device requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices (including RESPIRATORY, FALL PROTECTION and other safety devices); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (**call 811 or 800-632-4949, or go to [www.nc811.org](http://www.nc811.org) at least 2 full business days in advance**); (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract. You will notify us immediately if any of the foregoing shall be breached or proven incorrect or misleading.
5. You agree to ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Rented Item(s) at all times. If we agree to provide any service(s) (including without limitation, delivery and/or retrieval), you shall: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for any delay(s) caused by you, your agents, employees, or any other parties, including providers of other equipment or services ("Other Party(ies)") for which you agree to indemnify, defend and hold harmless First Source. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality, quantities and defect(s) of or with respect to the Item(s) and the Site).
6. In the event of a Malfunction, you will immediately notify, and return the Malfunctioning Item to, us, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of any provision of this Contract by, you or any Other Party(ies), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable replacement Item; or (c) with respect only to the Malfunctioning Item(s), return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. First Source will have no other obligation(s) with respect to Malfunctions, all of which you waive, together with all associated direct, indirect, incidental, consequential and other damages.

7. **WARNINGS:** THE ITEM(S) REFERENCED IN THIS CONTRACT CAN BE **DANGEROUS**. ACCORDINGLY, YOU AGREE TO: (A) PROVIDE ALL APPLICABLE TRAINING, FAMILIARIZATION, INSTRUCTIONS AND WARNINGS TO ALL PERSONS WHO USE OR DEAL WITH SUCH ITEM(S); AND (B) ENSURE THAT EACH SUCH ITEM IS TRANSPORTED, SERVICED, MAINTAINED, REPAIRED, USED, OPERATED AND OCCUPIED: (I) WITH EXTREME CARE; (II) WITHIN ITS RATED CAPACITY; (III) UNLESS OTHERWISE SPECIFICALLY AGREED BY FIRST SOURCE, AT THE SITE; (IV) BY PROPERLY **TRAINED, FAMILIARIZED, QUALIFIED**, CERTIFIED, SUPERVISED AND/OR LICENSED (AS APPLICABLE) **ADULTS**; AND (V) OTHERWISE IN FULL COMPLIANCE WITH THIS CONTRACT, THE INSTRUCTIONS AND ALL APPLICABLE LAWS, RULES AND REGULATIONS, AT ALL TIMES.
8. **NO WARRANTIES:** FIRST SOURCE IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED IN THIS CONTRACT, ALL OF WHICH ARE PROVIDED **"AS-IS."** NEITHER FIRST SOURCE NOR ANY TPO, MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES FIRST SOURCE OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY FIRST SOURCE OR ANY TPO. **THERE ARE NO WARRANTIES OTHER THAN THOSE APPEARING ON THE FACE HEREOF.**
9. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **YOU: (A) ASSUME ALL RISK** OF PERSONAL AND BODILY INJURY, LOSS, PROPERTY DAMAGE, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, INSTALLATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) **RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, FIRST SOURCE**, EACH TPO, their respective parents, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract, our negligence, and/or your breach of any one or more of the terms hereof; and except only as provided in § 6, (C) **WAIVE** all rights, remedies and defenses available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.
10. You agree to maintain all insurance we may require, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; (c) workers' compensation and employer's liability insurance; and (d) for all trailers included in or with the Rented Item(s), contents insurance for the full new replacement cost of all contents thereof. Such policies shall, whenever possible: (i) name First Source as an additional insured and loss payee; (ii) waive subrogation against First Source and each TPO; (iii) be primary and non-contributory; and (iv) include such other provisions (including deductibles) as we may require. You irrevocably appoint First Source as your agent and attorney-in-fact for purposes of submitting and negotiating claims on all of the above referenced policies.
11. If and only if, we have offered, and you have paid for our OPTIONAL LIMITED DAMAGE WAIVER ("LDW") (set forth on P.1, if available) and paid the 13% Damage Waiver fee referenced therein in advance of the Term, you will have no liability to us for 90% of the first \$5,000 of repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); except that, that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, assignees, borrowers, successors and/or assigns; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning and overloading); (iii) GPS and telematics systems and data, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, fittings, knobs and hoses; (b) 10% of the first \$5,000 of repair/replacement costs for Covered Item(s); and (c) all repair and replacement costs exceeding \$5,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 10. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**
12. You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to First Source on time, clean, free of contaminants (including without limitation, asbestos, beryllium and silica) 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, then in addition to the amounts due elsewhere under this Contract, you will pay us: (a) Rent for each succeeding full rental period until all Item(s) has/have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove from the Site, conceal, repair, store, modify or damage any Rented Item(s); (ii) violate any law, policy of insurance or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (iv) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Rented Item(s); or (v) take possession of or exercise control over any Rented Item(s), without our prior written consent (granted, conditioned or withheld in our sole and absolute discretion). Additionally, **YOU SHALL NOT PLACE OR STORE IN OR ON ANY RENTED ITEM(S)** (including trailers) any: (A) harmful or hazardous materials or substances; or (B) contraband.

13. Your duties hereunder are unconditional. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, unless covered by LDW per § 11, damaged, you will be in **DEFAULT** under this Contract, whereupon, we may with or without legal process or notice (and without liability to you or any guarantor), to the maximum extent permitted under applicable law: (i) terminate your rental(s); (ii) seek relief from stay; (iii) recover, empty, lock, restrict and/or disable any Rented Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you will indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the balance of the scheduled Term, overtime, loss of use, interest, attorneys' fees, repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available in connection (t)herewith, all of which shall be cumulative.
14. All disputes arising in connection with this Contract and/or its subject matter, shall, at the sole option of First Source, be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association before a single arbitrator and in a location selected by First Source. Judgment on the arbitrator's award shall be final and binding on the parties hereto and may be entered in any court of competent jurisdiction. This Contract shall be governed by and enforceable under the laws of North Carolina, and proper venue for all civil legal actions commenced in connection therewith which are not made subject to arbitration as provided above shall lie solely in the federal, state and local courts located in or nearest to Alamance County, NC (unless waived by First Source). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum.
15. You agree to pay all taxes (including without limitation, all sales, use, property, privilege, "Certain Machinery and Equipment," "Motor Vehicle Lease and Rental," "Rental Vehicle," "Alternate Highway Use," "Heavy Equipment" and other taxes), fines, fees, tolls and other charges related to each Item. If legal action is commenced in connection herewith, the prevailing party will be entitled to recover its costs and expenses (including without limitation, attorneys' fees and expenses) from the non-prevailing party. To the maximum extent permitted under applicable law, you grant to First Source a lien on all real and personal property: (a) placed in or on; and/or (b) improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS systems) any Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be the property of First Source. If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Party(ies) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (i) 18% per annum; or (ii) the highest rate permitted under applicable law until paid. You authorize us to charge all amounts coming due hereunder to any debit and/or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you and received by us hereunder. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies. Time is of the essence. There are no third-party beneficiaries hereto other than the applicable Indemnitees. This Contract, and any addenda we provide (each of which shall be deemed incorporated herein) represent(s) the entire agreement between you and us, superseding all other agreements and representations (including our website and advertising) and cannot otherwise be amended or extended except in a writing signed by us. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other Items you obtain from us at any time (except only as otherwise agreed by us). You acknowledge that this Contract: (a) is a true operating lease, and not a financing; (b) is fair and reasonable; and (c) shall be enforceable by you, Firstsource Rentals, LLC, and the other Indemnitees. The terms of this Contract and each addendum we provide are severable. If any provision (t)hereof is deemed invalid or unenforceable by any court or arbitrator of competent jurisdiction, such provision will be deleted, and the remainder (t)hereof will remain valid and enforceable. Digital, electronic, photocopied and facsimiled signatures appearing (t)hereon will be deemed originals.
16. Any item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "**AS-IS**" and "**WITH ALL FAULTS**," are subject to the terms of this Contract (modified to address sales); provided that our obligations under § 6 shall expire and terminate 3 days after the date of purchase. All item(s) not specifically identified as Sale Items on P.1 will be deemed "Rented Item(s)."
17. **WARNING:** Obtaining property of another by false pretenses and/or damaging or failing to return rented property may be deemed theft. Doing so may result in **CIVIL LIABILITY** AND/OR **CRIMINAL PROSECUTION**. See N.C.G.S. Ch.14, Articles 16, 19 and 24, *et seq.* and their successor provision(s) for details.

## AERIAL EQUIPMENT (MEWP) ADDENDUM

Before operating any aerial work platform (MEWP), please review each item below. All items must be verified as complete, functioning, and understood prior to use. Contact First Source immediately if anything listed below is missing, unclear, or requires attention.

Pre-Use Safety Checklist
<b>Manufacturer's Manuals</b> – Operation, Maintenance, Parts, Repair, and Safety Manuals are available in hard copy and/or online.
<b>Manual of Responsibilities</b> – Available for Dealers, Owners, Operators, Users, Lessors, Lessees, and Brokers in hard copy and/or online.
<b>Water-Resistant Storage Compartment for Manuals</b> – Confirmed present on the equipment.
<b>Control Functions</b> – Reviewed and understood.
<b>Safety Devices</b> (specific to the rented/sold item) – Reviewed and understood.
<b>Tilt and Load Sensor(s) / Alarm(s)</b> – Reviewed and understood.
<b>Tilt-Back Features</b> (manually propelled items) – Reviewed and understood.
<b>Control Labels, Functions, and Warnings</b> – Clearly visible and legible on the equipment.
<b>Controls – Ground Position</b> – Fully and properly functioning.
<b>Controls – Platform Basket</b> – Fully and properly functioning.
<b>Controls – Emergency</b> (Lowering Controls, Motion Alarm, Horn, Creep Switch, and any additional emergency controls) – Known, understood, and fully functioning.
<b>Entry Gate</b> – Opens, closes, and secures properly.
<b>Hoses, Fittings, Electronics, Hydraulics, and Components</b> – Fully functioning, tight, and free of leaks or apparent damage.
<b>Tires, Tracks, and Outriggers</b> (as applicable) – In good condition and fully functioning.
<b>Weather and Terrain</b> – Do not operate in severe weather (high winds, lightning, snow, hail, sleet, etc.), on steep or unstable terrain, near unblocked rights-of-way, near power lines, or without proper fall protection.
<b>Additional Documentation</b> – Risk assessment completed; potential hazards identified; loading/unloading procedures reviewed; rescue plan in place; applicable inspection forms and manufacturer policies on hand.

Safety Equipment – Notify First Source if Any of the Following Are Needed
<b>Harness(es)</b> – Fall arrest harness for each operator. Must fit properly and be free of defects. Contact First Source if harnesses are needed for your rental.
<b>Lanyard(s)</b> – Required for use with harnesses when operating at height. Contact First Source if lanyards are needed for your rental.
<b>Other Fall Protection Equipment (FPE)</b> – Any additional fall protection devices required for your specific job site or equipment type. Contact First Source to discuss what is available.

**Important:** All operators must be fully trained, instructed, and familiarized before using any aerial work platform. Ensure all users are aware of and comply with the requirements set forth in Pages 1 and 2 of this Addendum and all applicable OSHA, ANSI/SIA, and manufacturer guidelines. Contact First Source at **(336) 227-6275** with any questions before beginning work.

## AERIAL EQUIPMENT (MEWP) ADDENDUM

You, the "Customer" or "Lessee," have rented or purchased one or more "aerial work platform(s)," "mobile elevating work platform(s)," "lift(s) and/or scaffolds" (a/k/a: "Rented Item(s)" or "item(s)") from First Source Rentals, L.L.C., a North Carolina limited liability company (also referred to in this Addendum as "Lessor" or "First Source"), under the terms of the Rental (or other) Contract you have executed with First Source (the "Contract") identified on Page 1 of this Addendum. **You acknowledge and agree that, under applicable guidelines, including ISO 16368, and: (a) in the United States, Occupational Safety & Health Administration ("OSHA") guidelines (including CFR Title 29, Parts 1910 and 1926, and ANSI/SIA A92.2, 92.5, 92.6 and 92.24); (b) in Canada, CSA B354; and (c) in Europe, the European Machinery Directive and EN280 (and their respective successor(s), as applicable), USERS, OPERATORS AND OCCUPANTS OF CERTAIN ITEM(S), INCLUDING BOOM LIFTS, MAY BE REQUIRED TO USE OR WEAR FALL ARREST, PROTECTION, AND/OR RESTRAINT EQUIPMENT ("FPE"), and all employers are responsible for ensuring that their employees and all others who come into contact with the Item(s): (i) use or wear FPE when operating such Item(s); and (ii) receive training and familiarization enabling such employees to properly use, inspect and maintain the Items and any required FPE. Accordingly, you acknowledge and agree as follows with respect to all Item(s) listed in the Contract (and with respect to any and all future rentals and purchases from First Source, you will ensure the following):**

- (1) that any and all applicable FPE has been made available to you on reasonable terms (whether by First Source or by one or more other party(ies)) (or you already have your own FPE);
- (2) that you have elected to Accept, Decline and/or Use such FPE, as set forth on Page 1, with full knowledge of the potential hazards associated with using the Item(s), as well as the hazards associated with failing to use FPE;
- (3) that you have personally selected, inspected, examined, tested and approved each Item as well as any and all such FPE prior to attempting to use it/them or making it/them available for use by any other party(ies) at any time;
- (4) that First Source has offered to you, on reasonable terms, any and all applicable **training** with respect to the Item(s);
- (5) that you have received and understand all applicable **familiarization** with respect to each Item;
- (6) that a site risk assessment is performed to identify hazards, and control measures are developed, in order to limit or eliminate hazards at each worksite;
- (7) that only fully and properly trained, authorized and supervised personnel shall be allowed to use, operate, occupy or otherwise deal with the Rented Item(s) at any/all time(s);
- (8) that a trained and qualified supervisor will remain present to monitor performance of the work performed using any Rented Item(s) and ensure compliance with the above standards;
- (9) that all required inspections and maintenance shall be timely and properly performed on all Rented Item(s) (unless otherwise agreed in writing by First Source), and that all inspection, maintenance and repair personnel shall have been trained by a qualified person to inspect, maintain and repair such item(s) in accordance with the manufacturer's instructions; and
- (10) that you have: (a) received, carefully reviewed, and fully understand all applicable instructions and warnings, including without limitation international (including ISO 16368), U.S. (including EPA, NFPA, ASTM, SAIA, SSFI, ASSP, ASME, IEEE, OSHA [including OSHA 1910 and 1926, and the OSHA Fact Sheet available at: <https://www.osha.gov/Publications/factsheets/aerial-lifts-factsheet.pdf>], ANSI/SIA [including ANSI/SIA A92, A92.5, A92.6, A92.22 and A92.24], Canadian (CSA B354), European (Machinery Directive and EN280)) and other applicable standards (and their respective successor provision(s), if any) (collectively, "Instructions and Warnings"); and (b) have been afforded a reasonable opportunity to ask, and have received satisfactory answers to, any questions you had regarding the same.

You further understand and agree to comply fully and at all times with: (a) the foregoing requirements, including without limitation, all applicable Instructions and Warnings; and (b) the Safety Rules appearing below; and you understand and agree to advise each of your employees and contractors of the same and that:

### WORKING AT HEIGHTS IS INHERENTLY DANGEROUS

ACCORDINGLY, IN ADDITION TO YOUR OBLIGATIONS UNDER EACH RENTAL, SALE AND/OR OTHER APPLICABLE CONTRACT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU, FOR YOURSELF AND FOR THE "CUSTOMER," "RENTER" OR "LESSEE" IDENTIFIED IN THE ABOVE REFERENCED CONTRACT, HEREBY WAIVE AND RELINQUISH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS FIRST SOURCE RENTALS, L.L.C., AND EACH OF THE "INDEMNITEES" IDENTIFIED IN THE APPLICABLE CONTRACT(S) (REFERRED TO COLLECTIVELY HEREIN AS THE "INDEMNITEES"), FOR, FROM AND AGAINST, ANY AND ALL PERSONAL AND/OR BODILY INJURIES (INCLUDING DEATH), PROPERTY DAMAGE, LIABILITIES, CLAIMS, DAMAGES, FINES, FEES, PENALTIES, LOSSES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS") ARISING FROM OR ASSOCIATED WITH ANY ONE OR MORE ITEM(S), INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS ARISING FROM AND/OR IN CONNECTION WITH THE USE, OPERATION, OCCUPANCY, MISUSE, TRANSPORTATION, MOVEMENT, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S), ANY REFUSAL AND/OR FAILURE TO PROPERLY USE FPE IN CONNECTION THEREWITH, AND/OR ANY BREACH OF ANY ONE OR MORE OF THE ABOVE, WHETHER BY YOU OR BY ANY ONE OR MORE OTHER PERSON(S).

Following is a summary of some important safety rules for use of MEWPs, ladders and scaffolds. You are directed to review the applicable OSHA Guidelines, ANSI Standards (including ANSI/SIA A92.2-92.9, 92.22, 92.24, and their respective successor provision(s)), SAIA/SSFI Code of Safe Practices, ASSE Standards, manufacturer(s)' use and safety instructions, and state and local laws, rules and regulations (collectively, "Applicable Safety Standards"). The following rules are included for informational purposes only, and are NOT intended to: (a) serve as a comprehensive list of safety measures; or (b) supplant any Applicable Safety Standards (to which the Lessee is directed for further information):

1. POST THESE SAFETY RULES IN A CONSPICUOUS PLACE, COMMUNICATE, and ensure that all users, operators and occupants of the Item(s) are aware of them;
2. SELECT AND USE THE PROPER MACHINE FOR THE JOB, and never use machines rated "indoor only" outside or in areas that may be exposed to external wind forces;
3. CAREFULLY INSPECT ALL ITEMS AND FPE (**TEST THE EMERGENCY DESCENT SYSTEM** and **ENSURE YOU HAVE ENOUGH FUEL**) REGULARLY AND **BEFORE EACH USE. Never use any Item(s)** or FPE that is/are malfunctioning, defective, damaged, deteriorated or low on fuel;
4. **SURVEY THE JOB SITE**, perform a **SITE RISK ASSESSMENT**, make certain it is reasonably flat, stable, dry, properly and sufficiently compacted and free of obstacles, identify and eliminate potential hazards associated with the use of the Item(s), and **WATCH OUT FOR GROUND HAZARDS AND OVERHEAD OBJECTS**;
5. **DO NOT ATTEMPT TO USE ANY ITEM IN SEVERE WEATHER OR IN WINDS WHICH EXCEED THE LESSER OF (A) 20 mph; OR (B) THE ITEM'S APPLICABLE WIND RATING (SEE ANSI 92.20 FOR APPLICABLE WIND RATING)**, on steep or unstable terrain, on or near unblocked rights-of-way, near power line(s) or other electrocution hazards and/or without proper fall protection;
6. SECURELY FASTEN ALL BRACES, and **CAREFULLY PLACE AND MAINTAIN ANCHORS, OUTRIGGERS AND OTHER STABILIZING DEVICES** on level and stable surfaces;
7. WHEN APPROACHING A STRUCTURE, FEATHER CONTROLS AND REDUCE CONTROL SPEEDS;
8. KEEP ALL ITEMS AND FPE IN GOOD CONDITION AND REPAIR, and CAREFULLY INSTALL ALL ACCESSORIES in accordance with the manufacturers' instructions;

9. DO NOT USE, OR PERMIT ANYONE ELSE TO USE, ANY ITEM(S) IF YOU/THEY ARE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, OR IF YOU/THEY ARE FEELING WEAK, DIZZY, DROWSY OR OTHERWISE IMPAIRED;
10. DO NOT JUMP ONTO OR OFF OF PLATFORMS OR PLANKS, AND DO NOT CLIMB on or outside of any Item(s) unless specifically designed for climbing;
11. **DO NOT ATTEMPT TO MODIFY, ALTER, DISCONNECT, CIRCUMVENT, DISMANTLE OR REPAIR ANY ITEM(S), SAFETY DEVICE(S) (INCLUDING WITHOUT LIMITATION, LOAD, TERRAIN AND TILT SENSORS), OR FPE;**
12. ASSUME THAT THE ITEM(S) ARE NOT EQUIPPED WITH LOAD AND/OR TILT SENSORS UNLESS THEY ARE CLEARLY MARKED OTHERWISE;
13. **NEVER EXIT A MEWP**, unless: (a) it is in the stowed position and the platform is at ground level; or (b) in strict compliance with the manufacturer's written authorization (and in any event, if at height: (i) a properly fitted and attached full body harness and lanyard **MUST** be used; (ii) winds cannot exceed 20 mph; and (iii) the platform cannot be more than 12 inches from the exit surface);
14. **NEVER EXCEED RATED CAPACITY(IES)** OF ANY ITEM(S) (including number of occupants, load dimensions, size and/or weight);
15. IF ANY ITEM APPEARS DEFECTIVE OR IN NEED OF MAINTENANCE OR REPAIR, **IMMEDIATELY:** (A) CEASE USING SUCH ITEM; (B) TAKE REASONABLE STEPS TO ENSURE THAT NO ONE ELSE ATTEMPTS OR IS ABLE TO USE IT, AND (C) **NOTIFY RUNYON;**
16. PROVIDE A GUARDRAIL SYSTEM, FALL PROTECTION AND TOEBOARDS WHERE REQUIRED;
17. **DO NOT ERECT ITEM(S) NEAR ELECTRICAL POWER LINES;** POWER LINES POSE ELECTROCUTION HAZARDS. **THE ITEM(S) ARE NOT ELECTRICALLY INSULATED;**
18. NEVER ATTEMPT TO REPOSITION (MOVE) AN AWP, MEWP, LIFT, LADDER OR SCAFFOLD WHILE OCCUPIED, unless the Item is specifically designed for doing so;
19. DO NOT PLACE STEPS, LADDERS OR OTHER DEVICES IN OR ON ANY ITEM(S) FOR ANY REASON (including without limitation, in an effort to increase height); and
20. ESTABLISH, MAINTAIN AND POST AN ANSI / OSHA-COMPLIANT **SAFE USE PROGRAM** AND AN **EMERGENCY RESCUE PLAN** per 29 CFR 1926 (For more information, go to: <https://www.ipaf.org/sites/default/files/2018-04/IPAF%20Toolbox%20Talks%2044%20TE-449-0917-1-en-GB.pdf>).

In the U.S., you shall carefully review and **post in a conspicuous place all applicable OSHA Guidelines (including those contained in 29 CFR Parts 1910 and 1926), ANSI/SAIA 92.2, 92.9, 92.22, 92.24, Safe Practices** available at <http://www.ssf.org/safety.htm> (and their respective successor provision(s), as applicable), and ensure that all persons who erect, dismantle or use any of the Item(s) are made aware of, and comply with, such guidelines as well as this form's Safety Rules at all times. **YOU AGREE TO ENSURE THAT ONLY PROPERLY TRAINED, INSTRUCTED AND FAMILIARIZED ADULTS ARE PERMITTED TO USE, OPERATE, OCCUPY OR DEAL WITH THE ITEM(S) AT ANY AND ALL TIME(S).**

This Addendum supplements and shall be deemed incorporated into the above referenced Rental Contract, any contract of sale, and each other rental or sale contract for the same type(s) of Item(s) you enter into with First Source now or in the future, and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of First Source under such contract(s), at law or in equity. Neither this Addendum nor the above referenced Contract(s) may be otherwise modified, unless authorized in writing by First Source. Customer's handwritten, digital, electronic, photocopied and/or facsimiled signature on Page 1 will be enforceable as an original with respect to each of Pages 1 and 2 of this Addendum.