RENTAL AGREEMENT TERMS AND CONDITIONS

This contract is entered into at Irvine, California between BigRentz, Inc. ("BigRentz"), located at 3333 Michelson Drive, Suite 420, Irvine, CA 92612, and [Customer], whereby BigRentz rents various equipment ("Equipment") per the following terms and conditions.

1. Contract Term. The term of the Contract shall begin on the Effective Date and shall continue until terminated by either party ("Term") by providing written notice to the other party. The notice period shall not be less than 30 days before the effective date of any termination. In the event of a default, a lesser period may be required as determined by BigRentz in its sole discretion. In the event of a default, BigRentz shall have the right, in addition to other remedies, to terminate this contract without notice.

2. Equipment Description. The equipment to be rented for any rental under this Contract is described in the sales order(s) ("Sales Order") and invoice(s) ("Invoice") sent to Customer by email or fax. BigRentz reserves the right to substitute equipment, including identical equipment.

3. Rental Rate and Period. The Rental Rate and Period are set forth in the Sales Order and Invoice. Rental Rate is subject to change at any time and for any reason. Customer is responsible for all applicable taxes and duties related to the rental of Equipment.

4. Additional Charges and Fees. For equipment rented during the Term, Customer is responsible for paying all charges, fees, and expenses associated with the rental of Equipment, including but not limited to:

   a. Hourly or daily rental fees;
   b. Mileage charges;
   c. Maintenance and repair costs;
   d. Insurance and maintenance charges;
   e. Taxes, fees, and other governmental charges;
   f. Fuel surcharges;
   g. Driver waiting fees;
   h. Customer Maintenance.

5. Customer Maintenance. Customer is responsible for maintaining and repairing Equipment during the Term. Customer will have inspected Equipment upon receipt, and any applicable warranties, guarantees, or other agreements between BigRentz and equipment manufacturer will be honored. Customer will be responsible for any maintenance or repair incurred due to Customer's misuse or neglect.

6. Payment Without Offsets. Deductions or Claims. Customer shall pay the Initial Charges, Additional Rent and Additional Charges without offsets, deductions, or claims. Customer agrees to notify BigRentz in writing of any dispute(s) within 10 days of Customer's receipt of an invoice. If dispute is not resolved by Customer within 30 days of receipt of invoice, BigRentz reserves the right to charge any amount not paid.

7. Method of Payment. Unless BigRentz extends credit to Customer as specified herein, Customer is responsible for paying all rental charges and additional charges in advance. Customer may pay by check, credit card, or other method agreed upon by both parties. Late charges may apply to overdue accounts.

8. Rental Protection Plan. The Rental Protection Plan ("RPP") is not insurance nor is it a warranty. It is an option BigRentz may offer to you to limit liability for loss or damage to the Equipment. If Customer does not accept RPP, Customer must provide evidence of insurance for rental/leased equipment coverage in accordance with Paragraph 24. The benefit from RPP is limited by the deductible in subparagraph (a) and excludes the specific conditions listed in subparagraphs (b) and (c).

9. Delivery of Equipment. The terms and conditions relating to Customer's storage and/or transportation of hazardous substances are set forth in the Sales Order and Invoice. Customer shall be responsible for compliance with all applicable transportation and storage laws.

10. Customer Inspection and Waiver. Customer acknowledges and agrees that Sales Order and Invoice are the only contract between Customer and BigRentz for Equipment and that BigRentz shall have the right to terminate this contract at any time for any reason. Customer will have inspected Equipment upon receipt, and any applicable warranties, guarantees, or other agreements between BigRentz and equipment manufacturer will be honored. Customer will be responsible for any maintenance or repair incurred due to Customer's misuse or neglect.

11. Customer's Responsibility. Customer shall be responsible for all rental charges and additional charges incurred during the Term or any extensions thereof. In the event of a default, Customer shall pay all outstanding charges and expenses, including any applicable taxes and duties, in accordance with the Sales Order and Invoice.

12. Customer and BigRentz's Responsibilities. Customer shall be responsible for all rental charges and additional charges incurred during the Term or any extensions thereof. In the event of a default, Customer shall pay all outstanding charges and expenses, including any applicable taxes and duties, in accordance with the Sales Order and Invoice.

13. Should Equipment malfunction or be in need of repair, BigRentz shall have the right to make any necessary repairs or replacements. BigRentz shall have the right to terminate this contract for any reason, including but not limited to:

   a. Failure to adhere to the terms and conditions of this Contract;
   b. Failure to pay all rental charges and additional charges;
   c. Failure to maintain Equipment in accordance with the Sales Order and Invoice;
   d. Failure to comply with any applicable laws or regulations.

14. Operation and Maintenance. Customer shall be responsible for the operation and maintenance of Equipment, including but not limited to:

   a. Ensuring that Equipment is operated in accordance with the Sales Order and Invoice;
   b. Maintaining Equipment in good working order;
   c. Repairs or replacements; and
   d. Providing all necessary permits, licenses, and other documentation required by law.

15. Customer's Right to Terminate. Customer shall have the right to terminate this contract at any time for any reason. Customer shall notify BigRentz in writing of any termination and shall be responsible for all rental charges and additional charges incurred prior to the termination date.

16. Termination by Customer. In the event of termination by Customer, Customer shall notify BigRentz in writing of any termination and shall be responsible for all rental charges and additional charges incurred prior to the termination date.

17. Default. In the event of default, Customer shall pay all outstanding charges and expenses, including any applicable taxes and duties, in accordance with the Sales Order and Invoice.

18. Governing Law. This contract is entered into in Irvine, California and is governed by the laws of California. Any dispute arising out of or relating to this contract shall be brought in a court located in Orange County, California, and submitted to the jurisdiction and venue of said court.

19. Final Agreement. This contract contains the final agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

20. Entire Agreement. This contract contains the final agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

BigRentz, Inc. | 3333 Michelson Drive, Suite 420, Irvine CA 92612 | P. 855.999.5438 | www.BigRentz.com

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person(s) (collectively, “Operator”), which Operator shall at all times operate and maintain the Equipment under the direction and control of Customer. Customer acknowledges and agrees that it is responsible for providing for the safety of all persons operating or using the Equipment, for the safe operation of the Equipment, for providing proper instructions for use of the Equipment, and for ensuring that the possession and use of the Equipment is consistent with all applicable laws, regulations, and standards.

21. No Sale or Security Interest Intended. This Contract constitutes a rental lease or bailment of Equipment to Customer as a bailee and is not a sale or the creation of a security interest. Customer will not have, or at any time seek to acquire, any right, title, or interest in Equipment, except the right to possession and use as provided for in this Contract. Between BigRentz and Customer, BigRentz will at all times retain full and rightful interest in and to Equipment.

22. Encumbrances or Liens. Customer will not pledge, encumber, create a security interest in, permit any levy, writ or lien, or suffer an involuntary transfer of Customer’s interest in Equipment, except as otherwise permitted hereunder. Customer acknowledges and agrees that BigRentz is responsible for providing all jobsite safety and responsibility for providing Operator accurate load weights and accepts all liability from its failure to do so. Customer assumes responsibility for, and agrees to control, and supervision of rigging, hoisting and unloading or lifting. If not provided by BigRentz, Customer agrees to provide competent and qualified personnel to supervise and direct the operation of the Equipment, including signal persons to direct the Operator, and will provide written instructions to BigRentz that such operations are being performed in a safe and lawful manner at all times, and in accordance with the manufacturer’s operations manual, OSHA, all laws and regulations thereunder, together with all applicable ANSI standards and any requirements relating to the operation and handling of the Equipment, in accordance with ASME/ANSI B30.5-3.3-3.3 (amended 2007) and MSHA. The operation of the Equipment shall not exceed the manufacturer’s safety requirements and rate load capacities.

23. Notice of Loss or Damage to BigRentz and Authorities. If Equipment is damaged, lost, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, repossessed, impounded, or lien or judgment is levied against BigRentz in respect to any or all promises, covenants, or warranties hereunder, or any or all Liens or other encumbrances, threatened or actual, of which Customer has knowledge. Customer will promptly notify BigRentz of any such condition and take all reasonable steps to avoid such loss or damage and BigRentz will have the right to remove the Equipment at Customer’s expense, or, if not payable, Customer will immediately notify BigRentz and will file all necessary accident reports, including those required by law and those required by insurers of Equipment and/or Equipment insurance, including documents of any nature, known to Customer related to the Equipment.

24. Customer’s Duty to Insure. Customer must at its own expense procure and maintain at all times during the Term, the following minimum insurance coverage acceptable to BigRentz in its sole discretion: (a) general liability insurance of not less than $1,000,000 per occurrence, including, but not limited to, coverage for Customer’s contractual liabilities herein which includes the Release specified in Paragraph 20 and the Assumption of the Risk and Indemnification clauses contained in Paragraph 26; (b) a certificate of insurance that recites in summary form compliance with all requirements set forth herein; (c) this Contract and the Equipment; (d) any and all actions necessary to process such claims and Customer further agrees to sign said claim and any and all proceeds from such insurance shall be BigRentz’s. Customer to provide BigRentz with a current certificate of insurance evidencing such insurance required herein DOES NOT RELIEVE Customer of its responsibilities, indemnification or other obligations provided herein, or for which Customer may be liable by law or otherwise. To the extent BigRentz carries any insurance; BigRentz’s insurance will be considered excess insurance.

25. Disclaimer of Warranties by BigRentz. BigREntz DOES NOT MAKE NOR GIVE ANY WARRANTY, WHETHER EXPRESSED OR IMPLIED, OR WARRANTY, OR REPRESENTATIONS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, and as to BigRentz, Customer rents “AS IS.”

26. Customer Liability and Indemnity. Customer assumes all risk and liability for (i) all acts or omissions of or by any person, firm, or corporation operating or using or providing instruction of the use of the Equipment (including but not limited to theft, rodent or vermin damage, acts of providence, vandalism, or mildew) during from time of delivery and until pickup, (ii) the loss of use, possession, or enjoyment of Equipment by reason of or in connection with any other risks and liabilities arising from the Customer’s possession, control, use, operation, repair, or maintenance of Equipment; (iii) any damage caused by placement, loading, operation and removal of Equipment (including but not limited to broken or cracked driveways, sidewalks, damage to lawns, trees, shrubs, etc.), (iv) loss of use or delay in availability of Equipment due to replacement or repair made necessary by any casualty, for any damage or injury to property, injury or death to persons, including but not limited to Customer’s employees, customers, agents, and representatives, as well as third parties, to the extent caused in whole or in part by Customer or anyone directly or indirectly employed by Customer or under contract with or for Customer, or in any way connected with the use, care or possession of the Equipment; (v) all claims for trespass or damage caused by reason of the entry, repossession, or removal (“Release”).

27. Waiver of Claim. Customer specifically waives any right of action Customer might otherwise have arising out of the entry and repossession or removal performed by BigRentz and hereby waives any claim for trespass or damage caused by reason of the entry, repossession, or removal.
said law. Customer shall cause its employees, agents and other related third parties to cooperate fully with BigRentz, its Indemnitees and insurers, and all insurers providing the insurance under this Contract to the fullest extent permitted by law or equity or threat thereof, and the investigation and the defense of any Claim.

27. Customer in Default. Customer shall be in default upon (i) any breach of this Contract, (ii) becoming insolvent or bankrupt in its operations, or in dealings when due, any action regarding its financial conditions such as a relief, assignment, appointment of receiver or the like, (iii) BigRentz's good faith belief Customer has placed BigRentz's interest in Equipment at risk, or (iv) dissolution. Upon default, for any reason, Customer and Customer's successor in interest will have no right, title or interest in Equipment, its possession, or its use.

28. 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.

29. BigRentz's default. Upon default, the balance of all unpaid Base Rent, Additional Charges and Other Charges of any kind required of Customer under the Contract are deemed payable immediately, in which event BigRentz will be entitled to the balance due together with interest at the rate of 1.5% percent per month from the date the amount is past due, to the extent permitted by law, to the extent Customer is in default, to all other remedies to which Customer may be entitled, or, if BigRentz determines to do so, to remove the Equipment from Customer's premises and to store or use in any manner the Equipment, to the extent Customer is in default, to all other remedies to which Customer may be entitled, or, if BigRentz determines to do so, to remove the Equipment from Customer's premises and to store or use in any manner the Equipment.

30. BigRentz in Default. BigRentz shall not be in default based on a breach of this Contract until it has a reasonable time to cure the breach, but in the event BigRentz determines that BigRentz is unable to cure the defect or problem that caused an event that would result in a default, BigRentz shall have the right to remove the Equipment from Customer's premises, or, at BigRentz's discretion, to deprive Customer of the Equipment, or to foreclose on any security or collateral BigRentz has, or to take any action that BigRentz deems necessary to cure the defect or problem that caused an event that would result in a default.

31. Limitations of BigRentz's Rights and Remedies. To the maximum extent permitted by applicable law and excepting willful misconduct of BigRentz, BigRentz shall not be liable to Customer, and Customer covenants that it shall not assert a claim against BigRentz under any theory or whether in an action based on a contract, a breach of warranty, negligence, tort, strict liability, or otherwise provided by statute or law, for any direct or indirect loss, incidental, exemplary, consequential or statutory damages or any damages resulting from lost profits or use of capital, revenue or rent, production, loss of product, loss of profit, loss or damage, losses resulting from failure to meet any contractual commitments or deadlines, downtime of facilities, interruption of business, or loss of goodwill, even if BigRentz had been advised of the possibility of such damage, which are caused by, resulting from or in any way connected with the possession, transport, operation, use, control or storage of Equipment of any Rental, including any failure to have Equipment delivered as specified. In the event BigRentz incurs any liability, CUSTOMER AGREES ANY LIABILITY OF BIGRENTZ FOR ANY RENTAL DURING THE TERM OF THIS CONTRACT, INCLUDING LIABILITY ARISING FROM BIGRENTZ'S OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL BE LIMITED AND NOT EXCEED THE TOTAL RENTAL CHARGES AND FEES PAID BY CUSTOMER FOR THE SPECIFIC INVOICED RENTAL OF EQUIPMENT AND THE EXCESS IS DEEMED WAIVED BY CUSTOMER. CUSTOMER ACKNOWLEDGES IT UNDERSTANDS THE PROVISIONS OF UNIFORM COMMERCIAL CODE PARAGRAPHS 2A-503 AND S-522 AND ANY APPLICABLE STATE COUNTERPART PERTAINING TO A LESSEE'S RIGHTS AND REMEDIES AGAINST A LESSOR AND TO THE EXTENT THE LAW ALLOWS, AGREES TO WAIVE ALL SUCH RIGHTS AND REMEDIES. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS, LIMITATIONS AND WAIVERS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS CONTRACT TO FAIL IN ITS ESSENTIAL PURPOSE. CUSTOMER AND BIGRENTZ HEREBY ACKNOWLEDGE AND AGREE THAT ANY WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY PROVISIONS SET FORTH IN THIS CONTRACT HAVE BEEN NEGOTIATED AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS ON WHICH THE PARTIES ENTERED INTO THE CONTRACT IN THAT THEY RECOGNIZE THAT BIGRENTZ DOES NOT OWN EQUIPMENT AND HAS NOT SEEN IT BUT ONLY LOCATES EQUIPMENT, THIS CONTRACT HAVE BEEN NEGOTIATED AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS ON WHICH THE PARTIES ENTERED INTO THE CONTRACT IN THAT THEY RECOGNIZE THAT BIGRENTZ DOES NOT OWN EQUIPMENT AND HAS NOT SEEN IT BUT ONLY LOCATES EQUIPMENT.

32. Service of Notice. Except as otherwise expressly provided by law, any notice or other communications required or permitted by this Contract or by law to be served on or given to either party by the other party will be in writing and will be deemed duly served or given when personally delivered the party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Customer address listed on Invoice or to BigRentz at 3333 Michelson Drive, Suite 420, Irvine CA 92612. Either party may change its address for the purpose of this Paragraph by giving written notice of the change to the other party in the manner provided in this Paragraph.

33. Assignment. BigRentz may assign this Contract or any rights under it at any time without Customer's consent. In the event of any assignment, BigRentz's assignee will have all the rights and remedies of BigRentz set forth in this Contract. Customer will not sublease, sub-rent, assign or loan Equipment, or assign any interest in this Contract.

34. Entire Agreement. This Contract, including the Sales Order and/or Invoice during the Term constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Contract will be binding on any of the parties.

35. MANDATORY ARBITRATION. Except as provided in Paragraph 36, if a dispute arises from or relates to this Contract or a breach of it, including with respect to any individual Rental within this Contract, the parties agree the dispute shall be settled by arbitration administered by the American Arbitration Association (“AAA”), except as otherwise provided in this Paragraph, in accordance with its Commercial Arbitration Rules and the Expedited Procedures contained therein if applicable, both of which will be presented to Customer upon written request, and judgment of the reasoned award rendered by the arbitrator may be entered in any federal or state court having jurisdiction thereof. Customer agrees that the arbitration shall be limited to the dispute between Customer and BigRentz and will not be part of a class-wide or consolidated arbitration proceeding. Arbitration shall be initiated by filing a demand with AAA with notice thereof given to the other party. The arbitrator shall have exclusive authority to resolve the dispute, including but not limited to, the interpretation, applicability, enforceability, validity or formation of the Contract, any claim that all or any part of the Contract is void or voidable, and any claim arising out of the terms and conditions of the Contract or involving the rights and obligations of the parties hereto or its breach. The proceedings before the AAA shall include the following: (i) If not heard by telephonic means according to the parties' mutual consent, the arbitration hearing shall be held in the City of Irvine, California. (ii) In any arbitration or judicial proceeding, this Contract shall be governed and interpreted in accordance with the laws of the State of California unless otherwise preempted by the Federal Arbitration Act. (iii) The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the applicable law and the Contract. (iv) The administrative costs and attorneys’ fees arising out of the arbitration and any ancillary judicial proceedings necessarily required in the enforcement of the Contract shall be borne by the losing party or shall be borne in such proportions as the arbitrator may determine.

36. Collection Proceedings by BigRentz. BigRentz reserves the right to collect any outstanding monies owed it by means of debt collection through a debt collection agency prior to proceeding to arbitration and by doing so, does not waive its right to arbitrate.

37. Contract Survives Partial Invalidity. If any provision of this Contract or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Contract, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

38. Terms Survive Contract. All terms and provisions of this Contract that should by their nature survive the termination, regardless of reason, of this Contract shall so survive, including but not limited to Paragraphs 19, 22, 25, 34 & 35.

39. Communication Authorization. Customer consents to the collection, use and disclosure of data and information Customer voluntarily provides to BigRentz and receipt of marketing emails from BigRentz and its affiliates as described in the Privacy Policy found at https://www.bigrentz.com/privacy-policy. Customer has the right to opt out upon receipt.

40. Original Signature Equivalents. Digital, electronic, photocopy and faxed signatures are valid and enforceable if, and only if, they are approved by Customer. Notwithstanding anything in this Contract to the contrary, any execution or delivery of a signature by a duly authorized officer of Customer or any other authorized agent of Customer to any document of any kind is valid and enforceable if, and only if, Customer signs the document in its entirety.

41. TERMS AND CONDITIONS UPON REQUEST. A Larger Print Version of this Contract with its terms and conditions is available from BigRentz upon written request.

The undersigned represents and warrants s/he is of legal age and has the authority and power to sign this Contract and understands that this Contract is valid and enforceable once executed by Customer.

SIGNED:

Customer

Customer Signature

Printed Name

Title

Date ("Effective Date")