

## 1. RENTAL TERMS

a. Hoskins Equipment, Inc., dba Sky Lift Rentals (hereinafter Sky Lift Rentals) shall deliver equipment in consideration for Customer's agreement to be bound by these Terms and Conditions, or similar document in use at the time of each rental transaction, which terms and conditions are deemed incorporated herein by reference and which constitute a part of Customer's Agreement with Sky Lift Rentals, regardless of whether or not these Terms and Conditions are executed by an authorized representative of Customer.

b. Customer acknowledges and represents that any and all equipment or parts sold or rented, or service work performed, shall be used for business purposes only, and not for personal purposes.

c. Customer acknowledges that the equipment is of the size, design, capacity and manufacturer selected by Customer and fit for Customer's intended use. Acceptance of the equipment by Customer constitutes a binding acknowledgement that Customer has fully inspected the equipment and that the same has been received in good, safe, and serviceable condition, unless notice to Sky Lift Rentals, in writing, to the contrary is received within 24 hours of delivery of the equipment.

d. Sky Lift Rentals will make every reasonable attempt to deliver and/or pick-up equipment for rental or sale to/from Customers designated location at a time in which Customer representative will be available for inspection, approval, and to sign documents and contracts. However, Customer acknowledges that this is not always possible. In situations where delivery cannot be completed within Customer's regular business hours:

i. Customer gives express authorization for Sky Lift Rentals to deliver and/or pick-up equipment to/from a job site in the event that Customer is not available to sign for the equipment.

ii. Customer understands and agrees that all responsibilities and liabilities toward said equipment shall be in effect as if documents and contracts were signed by Customer at time of delivery and/or pick-up.

iii. Customer agrees that they received all equipment, devices, and materials during the term specified in each individual rental contract. The use of the equipment will be governed by each individual rental contract and the operator instructions therein.

iv. Customer understands it is solely responsible for operation and storage of equipment until picked up by or delivered to Sky Lift Rentals, regardless of rental call off time/date.

## 2. CERTIFICATE OF INSURANCE

a. A Damage Waiver Fee of 14% of the rental rate will be applied on all Rental Contracts unless a Certificate of Insurance is provided.

b. If a Certificate of Insurance has not been provided and is not on file at the time of rental, the Damage Waiver Fee will be charged on all Rental Contracts until the Certificate of Insurance is received.

c. The Damage Waiver Fee shall not be credited retroactively upon receipt of the Certificate of Insurance.

d. The Certificate of Insurance must meet minimum requirements as determined by Sky Lift Rentals.

e. The Damage Waiver Fee is not consideration for insurance. Customer shall be responsible for all equipment losses and/or damages, including, but not limited to: equipment theft, missing components, tire damage, cosmetic damage, excessive cleaning, etc.

### 3. PRELIMINARY NOTICES

a. Sky Lift Rentals reserves the right to file preliminary notices for work done on any job in order to protect our lien rights.

b. Customer agrees to promptly furnish all information as requested in order to file preliminary notices for work done on any job, including:

i. Complete construction project(s) information where equipment will be utilized (i.e. accurate location/address/legal description of property; project general contractor name and address; owner name and address of property where project is located; etc.);

ii. Surety, performance and payment bond information for project; and

iii. Any other pertinent information concerning the Customer's project(s).

### 4. PAYMENT TERMS

a. Customer understands it is responsible for all charges to the account.

b. Current billings are payable upon receipt of invoice. Full payment for all charges is due ten (10) days from the date of invoice, unless a shorter period is stated on the invoice, to avoid finance charges.

c. If credit is extended, Customer acknowledges that Sky Lift Rentals requires payment upon receipt of invoice. Payment terms are net 30 days. Customer's account will be delinquent when any part of the account is thirty (30) days past due. Invoices are considered past due at 31 days.

d. Any and all payments received shall be applied first to any then-accrued interest, and then next to the oldest invoice to Customer. Sky Lift Rentals reserves the right to apply payments at its discretion.

e. Payment to Sky Lift Rentals shall not be contingent upon Customer receiving payment from its Customer or any other source.

f. Customer agrees that it will not factor, sell or assign the debt related to the credit granted by Sky Lift Rentals under the terms of this Application.

g. At the discretion of Sky Lift Rentals, any account with a delinquent balance may be suspended and placed on a cash basis at any time and deposits may be required. Sky Lift Rentals reserves the right, in its sole discretion and without notice, to recover some or all equipment on rental to Customer in the event that one or more invoice(s) is delinquent.

h. If an Event of Default occurs, Sky Lift Rentals may declare all debts of Customer to Sky Lift Rentals arising hereunder or otherwise to be immediately due and payable without notice or demand of any kind, and exercise any other rights and remedies of Sky Lift Rentals, whether in law or in equity. Customer shall be liable for all collection costs actually incurred by Sky Lift Rentals, including, but not limited to, reasonable attorney's fees and costs. "Event of Default" means (a) failure of Customer to pay any amounts owed to Sky Lift Rentals when due, (b) failure of Customer to otherwise comply with any of the other terms of this Agreement, Rental Contract, and/or Work Order/Service Estimate, (c) death, bankruptcy, receivership,

dissolution, or insolvency of Customer, or (d) Sky Lift Rentals determines that the prospect of payment or performance of Customer's obligations to Sky Lift Rentals is impaired.

i. Nothing herein shall be construed as an extension or a waiver of any due date of any amounts payable by Customer, or authorization of payment of charges on an installment basis.

j. Customer acknowledges that Sky Lift Rentals regularly reports account balance, payment history and other credit related information through Experian's Business IQ Reporting program for each Customer on Credit Terms.

k. All open accounts expire after one year of inactivity. Customers wishing to re-open an account will be asked to re-apply and submit a new application.

## 5. FINANCE CHARGES

a. In the event of failure to timely pay any invoice, Customer agrees to pay a finance charge of 1.5% per month, or at the maximum rate allowed by the laws and jurisdiction of the State of California, whichever is higher, to Sky Lift Rentals on such delinquent invoice(s) until fully paid.

b. A service charge of up to \$25.00 will be applied to each returned NSF check.

## 6. OVERRIDING TERMS AND CONDITIONS

a. Customer expressly agrees by signing Sky Lift Rentals' Rental Contract, or accepting any equipment (even if Sky Lift Rentals' Rental Contract is not signed), that all rentals are subject to (i) the terms and conditions of Sky Lift Rentals' Rental Contract(s), including, but not limited to, the representations, insurance, indemnification, and assumption of risk provisions contained therein; (ii) the terms and conditions of Sky Lift Rentals' Work Order(s)/Service Estimate(s); and (iii) any other documentation delivered to Customer by Sky Lift Rentals.

b. Customer expressly agrees by signing Sky Lift Rentals' Rental Contract, or accepting any equipment (even if Sky Lift Rentals' Rental Contract is not signed), that the terms and conditions expressed herein are incorporated into any and all subsequent contracts, rental contracts or Contracts entered into by and between Sky Lift Rentals and Customer, regardless of whether such subsequent contracts, rental contracts or Contracts are actually signed by or on behalf of Customer.

c. Purchase orders issued by Customer and accepted by Sky Lift Rentals are effective solely for the purpose of identifying the equipment/items ordered, and the terms and conditions set forth herein as well as the rental documents issued by Sky Lift Rentals shall supersede and control over any inconsistent or contrary terms and conditions of any such purchase orders, regardless of whether such rental documents are actually signed by or on behalf of Customer. Any terms in the Customer's purchase order or other documentation that are inconsistent with or in addition to Sky Lift Rentals' Rental Contract (except such additional terms which are required by law) shall be void and of no effect (any use or reference to Customer's purchase order or purchase order number in any Rental Contract is for Customer's convenience only).

d. Terms and conditions are subject to change without notice.

e. Sky Lift Rentals' Terms and Conditions, Rental Contract, New Customer Application, Credit Application, Work Order, Purchase Order, and/or any other agreement

delivered to customer by Sky Lift Rentals, and any amendments thereto, may be executed in counterparts, each of which shall be fully effective and all of which together shall constitute one and the same instrument.

f. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Sky Lift Rentals, unless specifically assented to in writing by an authorized representative of Sky Lift Rentals Management.

g. If any provision of these Terms and Conditions is held to be illegal, invalid, or unenforceable under any present or future law, such provision will be fully severable and these Terms and Conditions shall be construed and enforced as if such provision had never comprised a part of these Terms and Conditions and all other provisions will remain in full force and effect.

## **7. APPLICATION FOR CREDIT TERMS**

a. Any Credit Application is between Sky Lift Rentals and Customer, and this section shall apply to any Customer applying for Credit Terms with Sky Lift Rentals.

b. Customer is applying for credit terms for the purpose of obtaining rentals, products and/or services from Sky Lift Rentals. The Credit Application covers all current and future rentals, sales and services.

c. By completing a Credit Application, Sky Lift Rentals is not agreeing to extend credit but is considering whether to allow Customer to rent equipment on an open account. Customer understands and agrees that extension of credit is at the sole discretion of Sky Lift Rentals and that Sky Lift Rentals has no obligation to extend credit to Customer. Sky Lift Rentals may, at its discretion, without cause, either increase, decrease, withdraw, terminate, suspend and/or decline to issue credit at any time. Sky Lift Rentals may at its option and without notice raise or allow charges in excess of any credit limit granted.

d. Sky Lift Rentals intends to use the information in any Credit Application to, among other things, evaluate the credit worthiness of Customer and to evaluate the collectability of any debt owed to Sky Lift Rentals by the Customer. Customer understands and expressly agrees that the information provided to Sky Lift Rentals in a Credit Application is being provided for the purpose of obtaining credit terms.

e. Customer understands that Sky Lift Rentals is relying upon the accuracy of the information supplied in a Credit Application. Customer thereby represents and warrants that the information provided is accurate, true and complete. If any of the information provided herein is believed by Sky Lift Rentals to be untrue, Customer agrees that all of Customer's obligations to Sky Lift Rentals shall become immediately due and payable in full to Sky Lift Rentals without any notice or demand whatsoever from Sky Lift Rentals being required.

f. Customer understands and agrees that Customer has an on-going affirmative duty to notify Sky Lift Rentals immediately of any material change in Customer's financial status and of any change in the information provided. Customer agrees to provide Sky Lift Rentals with current financial statements if requested.

## **8. AUTHORITY TO CONFIRM INFORMATION AND OBTAIN CREDIT REPORTS**

a. This section shall apply to any Customer applying for Credit Terms with Sky Lift Rentals.

b. Customer authorizes Sky Lift Rentals to make whatever credit inquiries Sky Lift Rentals deems necessary in connection with a Credit Application, including investigating Customer's credit history and contacting the references listed to verify the undersigned personal, partnership, or corporate credit and financial information.

c. Customer gives permission to Sky Lift Rentals to verify and/or supplement the information provided and to make inquiry with the credit references listed on the Application.

d. Customer further authorizes Sky Lift Rentals to obtain credit and financial information concerning the Customer at any time, before or after credit is extended, from any source, including any financial institution where the Customer does business and from any credit reporting bureau or agency.

e. Customer authorizes any individual, firm, corporation, or credit agency to disclose to Sky Lift Rentals, orally or in writing, any information pertinent to any Credit Application and agrees that credit information may be given to other trade sources and credit reporting agencies as a normal course of business. If Customer is an individual, sole proprietorship, or partnership, Customer gives express authority to Sky Lift Rentals to, at the sole discretion of Sky Lift Rentals, investigate and obtain any information deemed useful by Sky Lift Rentals and connected to the establishment of or operation of an open credit account with Sky Lift Rentals including, but not limited to, bank, personal and trade references, consumer reports, and credit bureau reports. Bank and trade reference(s) can accept this authorization to disclose to Sky Lift Rentals, Customer information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship.

f. The Customer hereby waives any privacy of credit information rights or regulations.

g. **BANK INFORMATION:** Customer authorizes the release of its bank account information.

h. **CREDITORS:** Sky Lift Rentals is authorized to investigate Customer's credit, and may make inquiry of Customer's current and past banks/lending institutions and Customer's other creditors, including submitting inquiries in the form determined by Sky Lift Rentals.

i. **CONSUMER REPORTS:** Customer acknowledges that Sky Lift Rentals has a legitimate business need for consumer report(s) as provided for in the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq. Customer expressly consents to allow Sky Lift Rentals to obtain such consumer reports on the Customer as deemed necessary, and hereby expressly instructs any consumer reporting agency to provide Sky Lift Rentals with a consumer report(s) on the Customer.

j. **INSURANCE:** Customer authorizes Sky Lift Rentals to contact its insurance company and authorize the insurance company to issue insurance certificate(s) when Sky Lift Rentals' calls from time to time showing the insurance required in the Rental Contract to be maintained by Customer.

## **9. TERMINATION OF CREDIT TERMS**

a. This section shall apply to any Customer with Credit Terms with Sky Lift Rentals.

b. The Customer's obligations hereunder may be canceled only by written notice delivered to Sky Lift Rentals by certified mail, with proof of delivery. Upon receipt by Sky Lift Rentals of such cancellation notice, the undersigned shall not be liable for any further extensions

of credit to the company; however, the undersigned shall continue to be liable for all indebtedness of Customer incurred prior to the date of Sky Lift Rentals' receipt of the cancellation notice, together with all pre- and post- cancellation service charges, reasonable costs of collection, including attorney's fees, incurred in Sky Lift Rentals' efforts to collect any indebtedness incurred prior to the date receipt of the cancellation notice.

c. If an Event of Default occurs, Sky Lift Rentals may (i) decline to extend further credit hereunder (and Customer agrees not to make any further credit purchases, leases or rentals), (ii) declare all debts of Customer to Sky Lift Rentals arising hereunder or otherwise to be immediately due and payable without notice or demand of any kind, and (iii) exercise any other rights and remedies of Sky Lift Rentals, whether in law or in equity. Customer shall be liable for all collection costs actually incurred by Sky Lift Rentals, including, but not limited to, reasonable attorney's fees and costs. "Event of Default" means (a) failure of Customer to pay any amounts owed to Sky Lift Rentals when due, whether arising hereunder or otherwise, and whether now existing or hereafter arising, (b) failure of Customer to otherwise comply with any of the other terms of any Contract, Rental Contract, and/or Work Order/Service Estimate, (c) death, bankruptcy, receivership, dissolution, or insolvency of Customer, or (d) Sky Lift Rentals determines that the prospect of payment or performance of Customer's obligations to Sky Lift Rentals is impaired.

## 10. JURISDICTION AND REMEDIES

a. These Terms and Conditions shall be construed and enforced in accordance with the laws of California, excluding its conflicts of laws provisions. Customer agrees that legal jurisdiction of this Application and all future contracts shall be at Los Angeles, California and that any action related to this Application or subject matter thereof shall be brought and maintained only in the State and/or Federal Courts located in Los Angeles County, California. Customer further irrevocably waives any privilege to be sued in the county of its residence, and expressly agrees and consents to the jurisdiction and venue of such courts.

b. Sky Lift Rentals reserves the right to pursue remedies available to it under the party's contracts at law or in equity. In consideration of Sky Lift Rentals' extension of credit to Customer, the undersigned hereby expressly waives any right of trial by jury in any proceeding arising out of, or relating to, any Contract between Customer and Sky Lift Rentals, to the extent allowed by the laws of the State of California.

c. Customer shall be liable for all costs and fees, including attorney and/or collection agency fees and expenses, incurred in pursuit and/or collection of any amounts due, including interest charges, both pre-suit and in any subsequently filed action and/or appeal.

d. Any disputes must be reduced to writing and delivered within fifteen (15) days from date of the invoice(s), or within thirty (30) days of the date of the incident, whichever is sooner, via certified mail to Sky Lift Rentals. If Customer fails to notify Sky Lift Rentals of any dispute within the fifteen (15) day from invoice or thirty (30) day from incident time period, whichever is sooner, via certified mail to Sky Lift Rentals, Customer shall be deemed to have accepted the transaction as satisfactory and voluntarily waives any such claim and the invoices/contracts are deemed correct and undisputed.

h. Likewise, any checks marked 'payment in full' must also be sent via certified mail to Sky Lift Rentals.

i. If, for any reason, it becomes necessary for Sky Lift Rentals to repossess the equipment, Customer authorizes Sky Lift Rentals to repossess the equipment without further notice or legal process and Customer agrees that Sky Lift Rentals shall not be liable for any claims for damage, loss and/or trespass arising out of the repossession of the equipment.

j. Sky Lift Rentals shall not be liable for any labor charges without the prior written consent of Sky Lift Rentals. Sky Lift Rentals' liability for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their operation, or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. Sky Lift Rentals shall not be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of Customers for such damages. Customer agrees to indemnify and hold harmless Sky Lift Rentals from any and all claims whatsoever arising from, relating to, or in any way connected with the use, transportation, operation, condition, rental, or possession of the rented equipment, for any exposure of the equipment to hazardous waste or material, for any loss, damage, or injuries to persons or property, including employees, third parties and their property, and from any and all expenses incurred in the defense of any such claims, including attorney fees and costs. In no event shall Sky Lift Rentals be held responsible for injury, delays, or damages, consequential or otherwise resulting by reason of the condition, failure or operational difficulty of the equipment, delays on the part of Sky Lift Rentals, railroads, or trucking companies in making delivery, loss or damage to the equipment in transit, or while in use by Customer, from strikes or any contingencies beyond the control of Sky Lift Rentals, or for any other cause.