

STOWERS RENTS MASTER RENTAL AGREEMENT

In consideration of the rental of equipment, the extension of credit, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Customer ("Lessee") hereby agrees that any and all of its, his or her rental of equipment from Stowers Rents ("Lessor"), whether now or in the future, and whether or not subject to a separate rental agreement, shall be subject to the terms and conditions set forth herein. Any and all such equipment, including all parts and accessories thereto, shall be referred to herein as the "Equipment." In the event of a conflict between the terms and conditions contained in this agreement and any terms or conditions set out in any purchase order or separate rental agreement, the Lessee agrees that the terms and conditions set forth herein shall govern.

Credit Application Representations. The undersigned, individually and in the corporate capacity indicated, represents that the information provided on Page 1 of this Credit Application/Master Rental Agreement ("Master Rental Agreement") are true, complete and accurate, and acknowledges that Lessor will rely on this information in extending credit and renting equipment.

Rental Period. The Rental Period of Equipment rented by Lessee shall commence on, and include, the day the Equipment is delivered to, or picked-up by, Lessee or Lessee's agent. The Rental Period shall terminate on, and include, the day on which one of following occurs:

1. The Lessee calls the Lessor at telephone number (_____) _____ - _____ to terminate the Rental Period and obtains a "Return Number" from the Lessor; provided, the Lessee notifies the Lessor of the location of the Equipment and ensures that the Equipment is immediately available for pick-up by the Lessor. The Lessee must retain the Return Number as proof of such termination. The Lessor may then pick-up the Equipment at the specified location. The Lessee is responsible for the Equipment (as further described below) until the Equipment is actually picked-up by the Lessor. If the Equipment is not made immediately available and accessible for pick-up by the Lessor, then the Rental Period shall continue until such time as the Lessor actually repossesses the Equipment.
2. The Equipment is returned to Lessor's premises strictly in accordance with the terms of this agreement.
3. The Lessor, at its option, notifies the Lessee in writing of the termination of the rental and actually repossesses the Equipment, or the Lessor otherwise repossesses the Equipment, which it may do at any time.

The Lessee shall be responsible for payment of the rental rate through the later of (a) the date of the termination of the Rental Period, or (b) the expiration of any minimum Rental Period. All Rental Periods are for at least one full day; Lessor does not rent for half-days. No allowance will be made for Sundays, holidays, or time the Equipment is in transit, or for any period of time the Equipment may not be in actual use, for any reason, while in Lessee's possession.

Title. Lessor is and shall remain the owner of the Equipment. Lessee will not acquire any equity, ownership or lienholder's interests in the equipment by making rental payments or repairs. Lessee will not encumber the Equipment in any way and will not allow third parties to do so.

Rental Rates. Rental rates shall be based upon the Lessor's standard Daily Rate, Weekly Rate or Four-Week Rate, prevailing at the time of the commencement of the Rental Period. All rental rates shall be based on the Daily Rate, unless: (1) the Rental Period is at least seven full days, but less than four full weeks (28 days), in which case the rental for said period shall be based on the Weekly Rate; or (2) the Rental Period is at least four full weeks, in which case the rental for said period shall be based on the Four-Week Rate. The Lessor does not prorate rental rates. The Lessee may be charged the Daily Rate for each day during the Rental Period exceeding any weekly or four-week period. The Daily Rate assumes the Equipment will be operated for a single-shift not to exceed 8 hours per day; the Weekly Rate assumes the Equipment will be operated for single daily shifts not to exceed 8 hours per day, 40 hours per weekly period; the Four-Week Rate assumes the Equipment will be operated for single daily shifts not to exceed 8 hours per day, 40 hours per weekly period and 160 hour per four-week period. In the event the Equipment is used longer than the times assumed above for any period, rental for overtime will be charged as follows:

Daily Rate Overtime: 1/8 of the daily rate for each hour used in excess of 8 hours in any one day.
Weekly Rate Overtime: 1/8 of the daily rate for each hour used in excess of 40 hours in any one weekly period.
Four-Week Rate Overtime: 1/10 of the weekly rate for each hour used in excess of 160 hours in any four-week period.

Terms of payment shall be Net 30 days.

Receipt and Inspection of Equipment. Immediately upon receipt of the Equipment by the Lessee or its agents, the Lessee shall be responsible for inspecting the Equipment and ensuring that it has all of its necessary parts and accessories and is in good, secure and working order, repair and condition. Lessee shall immediately notify Lessor if the Equipment is not complete and in good, secure and working order, repair and condition, and shall immediately call-off the rental (as described above) or return the Equipment. Failing to call-off or return the Equipment immediately, or otherwise using the Equipment, shall constitute acceptance of the Equipment. By accepting the Equipment, Lessee agrees that it has received the Equipment, all necessary parts and accessories, and all other devices and materials used to connect the Equipment to Lessee's towing motor vehicle, if any, in good, secure and working order and condition, and waives any claim for any alleged deficiencies in the Equipment.

Use and Maintenance of Equipment. Lessee acknowledges and agrees that (a) the Lessee has independently verified the Equipment is suitable for the Lessee's intended use; (b) the Lessee has not relied upon any advice or statements from the Lessor's representatives concerning the use or application of the Equipment; and (c) the Lessee, and its agents, understand the proper use of the Equipment and its operating instructions. Lessee represents and agrees that the Equipment will be used only pursuant to its operating instructions, within its rated capacity, and by qualified, safe and competent personnel. The Lessee further represents and agrees that the Equipment shall be used and kept only at the place of business or job site described in a separate, written rental agreement with the Lessor, and will not be removed from such location without the prior written consent of the Lessor. Lessee shall not abuse, harm or improperly operate the Equipment, and shall possess and operate it in conformance with all applicable laws and regulations. The Equipment may not be sublet or assigned, or used by any person other than the Lessee during the Rental Period. During its use of the Equipment, the Lessee, at its own expense, shall maintain the Equipment in proper condition by (a) performing all normal periodic and other basic maintenance, adjustments and lubrication on a daily basis; (b) maintaining proper fluid levels at all times, including but not limited to oil, fuel, water, antifreeze, transmission fluid, hydraulic fluid, battery fluid and lubricants, and proper air pressure levels; (c) maintaining the Equipment in safe and mechanical operating condition; and (d) conducting such preventative maintenance suggested in the manufacturer's operation or maintenance manual.

Failure of Equipment. If the Equipment should fail to operate properly or require any repairs during the Rental Period, the Lessee must immediately stop using the Equipment and notify the Lessor of the mechanical condition or damage. The Lessee may then (a) call-off the rental as described above; (b) return the Equipment at its own expense to the Lessor strictly in accordance with the terms of this agreement, or (c) request the Lessor inspect and repair the Equipment. If the Lessor inspects and repairs the Equipment, the Lessee shall be charged for such inspection and repair at the Lessor's standard rates, unless the failure of the Equipment, in the sole opinion of the Lessor, was due to normal and reasonable wear and tear and not by the neglect or fault of the Lessee. Under no circumstances shall the Lessee repair the Equipment or replace its parts, or cause the repair of the Equipment, or the replacement of its parts, without the Lessor's prior written authorization. The Lessee specifically acknowledges and agrees that repair and replacement of tires are not included in the rental rate and agrees to pay for the repair or replacement of any damaged tires, regardless of the cause of the damage, unless in the sole opinion of the Lessor, such damage was due to normal and reasonable wear and tear and not by the neglect or fault of the Lessee.

Return of Equipment; Risk of Loss. The Lessee shall return the Equipment at the end of the Rental Period to the Lessor's premises during normal business hours, unless the Equipment is called-off and picked-up by Lessor as set forth above. All risk of loss shall be born by the Lessee until the Equipment is actually returned to the Lessor's premises or actually picked-up by the Lessor. The Lessee shall be liable for all damages to or loss of the Equipment during the Rental

Period from any cause whatsoever (including but not limited to fire, flood, theft, collision, rollover, acts of third-parties, acts of God, etc.), whether or not the fault of the Lessee. The Lessee shall also be liable for all damages to or loss of the Equipment occurring because the Equipment was not returned within the Lessor's regular business hours. It is expressly agreed that Lessee is responsible for all loss or damage to the Equipment from the time it is delivered to Lessee until the time it is picked-up by Lessor. The Equipment must be returned with the fuel and fluids at their original levels; otherwise, the Lessee will be charged for refilling the fuel and fluids at the Lessor's standard, then-prevailing rates.

Hazardous Materials. Lessee represents and warrants that it shall return all Equipment, including any and all attachments, tools, and machinery leased from Lessor free of all regulated substances including, but not limited to, hazardous substances, hazardous materials, hazardous wastes, toxic substances, or pesticides, as those terms are defined in applicable federal, state, and local environmental laws, regulations, and rules. Lessee shall indemnify and hold Lessor harmless from and against any and all liabilities, of whatever kind or nature, imposed on, incurred by, or alleged against Lessor, in any way relating to Lessee's breach of the above warranty.

Damaged Equipment; Repairs; Reasonable Wear and Tear. The Equipment shall be returned to the Lessor in the same condition it was in at the commencement of the Rental Period, except for normal and reasonable wear and tear. If the Equipment is returned damaged or excessively worn, the Lessor may, in its sole discretion, repair such damage or deterioration, or cause such damage or deterioration to be repaired by a third-party, or replace the Equipment if it is determined by the Lessor to be a total loss. The Lessor may decide in its sole discretion whether and when such repairs shall be made, the extent of such repairs, the manner of such repairs, and the person to perform such repairs; in any event, however, the Equipment may be repaired so that it is in the same condition it was in at the commencement of the Rental Period and so that its operation and value, as measured as of the commencement of the Rental Period, is not impaired in any way. The Lessee shall pay for all of the costs of such repairs at the Lessor's standard, then-prevailing rates for labor and parts, or at the standard, then-prevailing rates of any person chosen by the Lessor to perform such repairs; provided, the Lessee's liability for such repairs shall be limited to the full replacement value of the Equipment at the time of the termination of the Rental Period. The Lessee shall pay such costs of repair in advance upon demand by the Lessor. If still operable, the Equipment may be rented by the Lessor prior to such repairs being made. The Lessee shall pay rent at the Daily Rate during any period of time in which the Equipment cannot be rented because it is undergoing repairs or is being replaced, or is inoperable as a result of damage or excessive wear during the Rental Period. Normal and reasonable wear and tear, as used throughout this agreement, shall mean only the normal deterioration of the Equipment caused by ordinary, safe, competent and reasonable operation of the Equipment on a single-shift (eight hours per day, five days per week) basis. The following, among other things, shall not be deemed normal and reasonable wear and tear: damage resulting from lack of lubrication or maintenance of necessary oil, water or air pressure levels; damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; damage resulting from any collision, overturning, or improper operation of the Equipment, including overloading or exceeding the rated capacity of the Equipment; damage in the nature of dents, bending, tearing, staining, and misalignment to the Equipment or any part thereof; and wear resulting from use in excess of a single-shift basis.

Disclaimer or Warranties and Waiver of Damage; Liability for Damage to Persons and Property. LESSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The Lessee's sole remedy for any failure of or defect in the Equipment shall be the termination of the Rental Period strictly in accordance with the terms of this agreement. Lessor shall not be responsible for any loss, damage or injury to Lessee or Lessee's property, including lost profits, incidental, special or consequential damages, in any way connected with the operation or use of, defect in, or failure of the Equipment. Lessee shall indemnify and hold Lessor harmless from any claims, including claims from third-parties, for loss, injury or damage to their persons or property arising from Lessee's possession, use, maintenance or return of the Equipment, including legal costs incurred in defense of such claims. Lessee shall promptly furnish Lessor with a complete report of any accident involving the Equipment, including names and addresses of all persons involved and all witnesses. The Lessee is liable for all damage or loss of the leased Equipment arising from any accident or acts of any and every nature whatsoever, including any damage caused by the failure of any device or material used in hitching the Equipment to a towing vehicle, regardless of who furnishes such device or hitches the Equipment.

Liability Insurance. During the term of this Lease, Lessee shall maintain general liability insurance covering its operation of the Equipment with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence. Lessee must provide Lessor with a certificate of insurance confirming the required coverage and stating that such insurance may not be canceled or materially modified except by first giving Lessor thirty (30) days' prior written notice.

Physical Damage Insurance/Auto Insurance. Lessee shall either maintain physical damage insurance at its own expense with either full replacement coverage for the Equipment or "blanket" coverage of at least the retail value of the Equipment, and with the Lessor named as a loss payee thereunder during the entire Rental Period; or pay for the Lessor's Fire, Theft and Vandalism Waiver, the terms of which are incorporated herein by reference. In the event the Lessee fails to furnish the Lessor with an acceptable certificate of insurance for such physical damage insurance, then the Lessee agrees to be charged for the Fire, Theft and Vandalism Waiver. For the rental of Equipment licensed for use on public highways, the Lessee shall also maintain automobile liability insurance with coverage of a minimum of \$1 million per occurrence and physical damage for "hired autos", including commercial vehicles. Lessee's insurance shall be primary and not excess of contributory. All general liability and automobile insurance policies shall name Lessor as a loss payee. Any certificate of insurance required under this agreement must confirm the required coverage and state that such insurance may not be canceled or materially modified except by first giving Lessor thirty (30) days' prior written notice.

Retaking Equipment. If the Equipment is not returned as required hereunder or for any reason it becomes necessary for the Lessor to retake the Equipment to protect it from loss or damages, or for any other reason, Lessor and its agents may go upon the property where the Equipment is located and retake the Equipment, without notice and legal process, and Lessee waives all rights to a prior judicial hearing. Lessor and its agents may take all action reasonably necessary to retake the Equipment, and Lessee waives for itself, its agents, and employees all claims for damages and losses, physical and pecuniary, caused by such retaking by the Lessor. Lessee agrees to pay all costs and expenses incurred by Lessor in retaking the Equipment, including any attorneys' fees associated therewith, and to indemnify and hold the Lessor harmless from liability or claims of any third-parties.

Compliance with Law and Safety Regulations. As Lessor has no control over the use of the Equipment by Lessee, Lessee agrees, at its sole expense, to comply with all laws and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) and all other Federal, State and Local laws, regulations, and ordinances, which may affect the Equipment while it is in the possession of Lessee, and Lessee shall indemnify and hold Lessor harmless of any liability or expense, including attorney fees, resulting from any actual or asserted violations of such laws, regulations and ordinances.

Cash Accounts; Credit Card Charges. If the Lessee is set-up as a "cash account," it is required to provide a valid credit card account number, to secure payment hereunder. The Lessee hereby authorizes the Lessor to process any payments due hereunder, including but not limited to payments due for rental, damages, fees, expenses, or costs, at any time on said credit account.

Default. In the event of any default or misrepresentation hereunder, or if the Lessor for any reason deems itself insecure, the Lessor may retake the Equipment as provided herein, or render the Equipment inoperable, and may terminate this agreement without prejudice to any remedies or claims which it might otherwise have for rent, expenses, costs, damages, repairs, attorneys' fees or other charges. In the event of any default or misrepresentation by the Lessee, the Lessor may recover in addition to all actual rental arrearages, expenses, costs, damages, repairs, attorneys' fees and other charges due hereunder, all rent for the balance of the original or extended Rental Period following such default or discovery of such misrepresentation as reasonable liquidated damages. Notwithstanding termination of the Rental Period hereunder, Lessee shall remain liable for rent and the payment for repairs for damages to the Equipment as provided herein. In the event of default or misrepresentation hereunder, Lessee shall pay a management fee in the amount of 10% of the outstanding balance due hereunder to compensate the Lessor for its internal management and collection of the account. Lessee shall pay interest on any delinquent amount due hereunder at the rate of 1.5% per month. Lessee shall also pay Lessor's actual legal fees, expenses and costs, including reasonable attorneys' fees, incurred in enforcing the terms and conditions hereof or in collecting any money due hereunder. Lessee agrees this agreement is to be construed pursuant to the laws of the State of Tennessee, and that if legal action is brought to enforce this agreement, then Knox County, Tennessee, shall be the exclusive jurisdiction and legal venue for said

action. All remedies hereunder are cumulative.

Taxes and Environmental Charges. Lessee shall pay all sales taxes charged by any applicable governmental authority, including any and all federal, state and local sales taxes and optional sales taxes. Lessee shall pay all environmental charges assessed by Lessor.

Miscellaneous. Time is of the essence with respect to every obligation or provision of this agreement. Any notice required to be given by Lessee or Lessor shall be deemed delivered if sent by certified mail, return receipt requested, to any address for the other party described herein or designated in writing to the other party; except, notice of termination of the rental period may be delivered to the Lessor by facsimile or first class U.S. mail to the number or address described herein and is considered delivered as of the day it is sent by facsimile or two days following mailing. This agreement shall not be amended or modified, except by a written agreement signed by both parties; this provision may not be orally modified. Any provision of this agreement determined to be unenforceable in whole or in part shall not invalidate the remainder of this agreement. No delay or omission to exercise any right, power or remedy accruing to Lessor under the agreement shall impair any such right, power or remedy. This agreement constitutes the entire agreement between the parties, and all prior understandings, representations, promises or inducements are superseded by this agreement. This agreement may be signed in counterparts. A facsimile of this agreement bearing the signature of the Lessee shall be treated as an original.

THE UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A CRIMINAL OFFENSE.

I, THE UNDERSIGNED, DECLARE THAT I AM DULY AUTHORIZED TO BIND THE LESSEE DESCRIBED HEREIN TO THIS AGREEMENT, AND THAT ALL INFORMATION PROVIDED BY ME IN THIS AGREEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. IF I AM REQUESTING THE EXTENSION OF CREDIT, I HEREBY AUTHORIZE ANY BANK, CREDIT UNION, CREDIT ORGANIZATION OR COMPANY TO RELEASE TO THE LESSOR ANY INFORMATION IT HAS ON ME (PROVIDED I AM A SOLE PROPRIETOR, PARTNER, GUARANTOR OR INDIVIDUAL LESSEE) OR MY BUSINESS. I HAVE READ, UNDERSTAND, AGREE AND ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE.

Signature _____ Printed Name _____

Title (if any) _____ Date _____