

Stowers**STOWERS MACHINERY CORPORATION**

Date: _____

Pages: _____

Customer Name: _____

Fax: _____

Dear Sir or Madam:

Thank you for your interest in doing business with Stowers. We are excited about the opportunity to establish and maintain a valuable commercial relationship with you and your company.

Please complete and sign the following Credit Application and Master Account Agreement and return all documents. If requesting terms, please include telephone, fax, and account numbers for your trade and bank references to expedite processing. If you wish to remain a COD account or have a Cat Commercial Account, please sign the Master Account Agreement and complete only the top portion of the Credit Application for informational purposes.

Please note the following insurance requirements for rented or leased equipment. You must provide us with a Certificate of Insurance for general liability, equipment physical damage coverages, and auto liability, as applicable with limits as detailed in the agreement. Stowers Machinery Corporation and/or Stowers Rental & Supply, Inc. must be named as loss payee and additional insured on the policies. The equipment physical damage coverage must also include a provision for "rented or leased equipment," for an amount at least equal to the replacement cost of the equipment rented or leased. These requirements have to be met before any equipment will be delivered. If physical damage coverage is not provided, you will automatically be charged a fee for FTV (fire-theft-vandalism).

The Caterpillar Financial addendum is included if you are considering financing with them. A signature on this form allows Stowers to use the credit information provided to us instead of completing a Caterpillar Financial Credit Application.

If you are sales tax exempt, a copy of your tax exemption certificate should be included with the application. We will need to verify your exemption status with the state issuing the certificate prior to exempting any sale from tax.

If open account terms are approved, our standard terms are **Net 30 days**, payable from date of invoice. A finance charge will be assessed on past due accounts. Accounts that are continually delinquent will be reviewed for future credit worthiness. If a **COD** account is established, a credit card number will be required. You may make payment by cash or check, but the credit card will be charged if the amount due is not paid.

Sincerely,

Stowers Machinery Corporation
Stowers Rental & Supply Inc.

KNOXVILLE
6301 Old Rutledge Pike
P. O. Box 14802
Knoxville, TN 37914
865.546.1414 tel

CHATTANOOGA
4066 South Access Road
Chattanooga, TN 37406
423.698.6943 tel

TRI-CITIES
9960 Airport Parkway
P. O. Box 5599
Kingsport, TN 37663
423.323.0400 tel

CROSSVILLE
215 Interchange Drive
Crossville, TN 38571
931.484.4040 tel

Visit us on the web at www.stowerscat.com



Store No. _____ Account No. _____ Sales Pers. No. _____
 Approved By _____ Date _____



Mail, Fax or Email to:

PO Box 14802 (fax) 865-218-8801
 Knoxville, TN 37914 credit@stowerscat.com

CREDIT APPLICATION and MASTER ACCOUNT AGREEMENT

Name: _____
 Customer is a/an (mark one): corporation limited liability company (LLC) partnership individual/sole proprietor
 Mailing Address: _____
 Street Address: _____
 City: _____ State: _____ ZIP: _____
 Telephone No.: (____) _____ Fax No.: _____
 Email: _____
 If individual/sole proprietor: Birthdate _____ Social Security No. _____ Spouse's Name _____
 If incorporated (Inc./organized (LLC), what state? _____ Federal ID No. _____
 Tax Exempt (mark one)? YES NO Tax Exempt No. _____ [If tax exempt, you must provide certificate]
 Type of Business _____ Time in this business _____
 Previous Business _____
 Purpose of Application: Parts and Service Machine Sales Power Systems Rentals

OWNERS/OFFICERS OF BUSINESS:

Name _____	Title _____	Name _____	Title _____
Social Security No. _____		Social Security No. _____	
Home Address _____		Home Address _____	
City _____ State _____ Zip _____		City _____ State _____ Zip _____	
Home Telephone No. (____) _____		Home Telephone No. (____) _____	

ADDITIONAL INFORMATION:

Are purchase orders required? YES NO N/A
 Will you provide physical damage insurance on equipment? YES NO N/A
 Are there any lawsuits currently pending against you or your company at this time? YES NO
 Have you, your company, any principal of your company, or any other company in which you have been a principal, ever filed for bankruptcy protection? YES NO

List all locations at which you currently intend to use equipment rented under this account:

Project/Owner _____	Address _____	City _____	State _____
Project/Owner _____	Address _____	City _____	State _____

CREDIT REFERENCES

Bank Name _____	Office Use	Company Name _____	Office Use
City _____ State _____		City _____ State _____	
Telephone No. _____		Telephone No. _____	
Account No. _____		Account No. _____	
How long a customer? _____		How long a customer? _____	
Company Name _____		Company Name _____	
City _____ State _____		City _____ State _____	
Telephone No. _____		Telephone No. _____	
Account No. _____		Account No. _____	
How long a customer? _____		How long a customer? _____	

The Applicant (Customer) must read and accept the following General Account Terms and Conditions prior opening an account.

Customer Initials and Date: _____

GENERAL ACCOUNT TERMS AND CONDITIONS

In consideration of the extension of credit and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the undersigned Customer hereby agrees that any and all accounts with, and receipt or rental of equipment, machinery or vehicles from, Stowers Machinery Corporation, Stowers Power Systems and Stowers Rental & Supply, Inc., and their successors, assigns and affiliates (collectively referred to herein as "Company"), whether now or in the future, and whether or not subject to a separate rental agreement or work or purchase order, shall be subject to the terms and conditions set forth herein (the "Agreement"). Any equipment, machinery or vehicles from Company, whether on demonstration or rental, 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 other document pertaining to Customer's transaction with Company, Customer agrees that the terms and conditions of this Agreement shall govern.

Credit Application Representations. The undersigned, individually and in any representative capacity indicated, represents and warrants that the information provided on the first page of this Credit Application and Master Account Agreement is true, complete and accurate, and acknowledges that Company will rely on this information in extending credit, renting equipment and transacting business with Customer.

All Transactions. The terms and conditions herein shall also apply to all goods, services, rentals and demos furnished by Company to Customer, as applicable. Rental Period as used herein, and all associated provisions, apply to Equipment on "demo."

Payment of Account. Customer shall pay all invoices for goods, services and rentals furnished by Company within net 30 days from the date of invoice, or such shorter period of time as expressly provided in a separate invoice or purchase order or agreement accepted by the Company.

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

1. Customer notifies Company of the termination of the Rental Period AND obtains a "Call-Off Confirmation Number" from Company; provided, Customer also notifies Company of the location of the Equipment and ensures that the Equipment is immediately available for pick-up by Company. Customer must retain the Call-Off Confirmation Number as proof of such termination. Company may then pick-up the Equipment at the specified location. Customer is responsible for the Equipment (as further described herein) until the Equipment is actually picked-up by Company. If the Equipment is not made immediately available and accessible for pick-up by Company, then the Rental Period shall continue until such time as the Company actually repossesses the Equipment.
2. The Equipment is returned to Company's premises strictly in accordance with the terms of this Agreement.
3. Company, at its option, notifies Customer in writing of the termination of the rental and actually repossesses the

Equipment, or Company otherwise repossesses the Equipment, which it may do at any time.

Customer 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, whichever is greater. All Rental Periods are for at least one full day; Company 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 Customer's possession.

Title: Company is and shall remain the exclusive owner of the Equipment, and the Equipment shall remain personal property at all times. Customer shall keep the Equipment free from any and all liens and claims, and shall not do or permit any act or thing whereby Company's title or rights may be encumbered or impaired. Customer will not acquire any equity, ownership or lienholder's interest in the Equipment by making rental payments or repairs.

Rental Rates: Rental rates shall be based upon Company'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 three full days, but less than three full weeks (21 days), in which case the rental for said period shall be based on the Weekly Rate; or (2) the Rental Period is at least three full weeks, in which case the rental for said period shall be based on the Four-Week Rate. Company does not prorate rental rates. Customer may be charged the Daily Rate for each day during the Rental Period exceeding any weekly or four-week period. Company may charge overtime in addition to the Daily Rate, Weekly Rate and Four-Week Rate 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 176 hours in any four-week period; except, Power Systems may charge 1/10 of the weekly rate for each hour used in excess of 160 hours in any four-week period for certain items of equipment as determined by Power Systems.

All rates are subject to change from time to time by Company and are effective upon the date of change.

Receipt and Inspection of Equipment. Immediately upon receipt of the Equipment by Customer or its agents, Customer shall be responsible for inspecting the Equipment and ensuring it has all necessary parts and accessories and is in good, secure and working order, repair and condition. Customer shall immediately notify Company 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 as is. By accepting the Equipment, Customer agrees that it has received the Equipment, all necessary parts and accessories, and all other devices and materials used to connect the Equipment to Customer'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. Customer acknowledges and agrees that (a) Customer has independently verified the Equipment is suitable for Customer's intended use; (b) Customer has not relied upon any advice or statements from Company's representatives concerning the use or application of the Equipment; and (c) Customer, and its agents, understand the proper use of the Equipment and its operating instructions. Customer agrees the Equipment will be used only pursuant to its operating instructions, within its rated capacity and by qualified, safe and competent personnel; Customer shall not abuse, harm or improperly operate the Equipment. Customer agrees to comply with all federal, state and local laws, regulations and ordinances, including the Occupational Safety and Health Administration Act of 1970 (OSHA), related to the use of the Equipment, and Customer shall indemnify and hold Company harmless from any liability or expense (including attorneys' fees) resulting from any actual or asserted violations of such laws, regulations and ordinances. The Equipment shall be used and kept only at the place of business or jobsite described in a separate, written rental agreement with Company, and will not be removed from such location without the prior written consent of Company. Customer will not change, add or remove any insignia or decals on the Equipment. Customer will not disconnect, remove or alter any components of the Equipment, including any tracking devices. The Equipment and the lease thereof may not be sublet or assigned, and the Equipment may not be used by any person other than the Customer during the Rental Period. During its use of the Equipment, the Customer, 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.

Hazardous Materials. Customer shall not introduce, apply or inject into, on or about the Equipment any substances, hazardous substances, hazardous materials, hazardous wastes, toxic substances or pesticides regulated by applicable federal, state or local laws, regulations and ordinances, except those substances expressly permitted by the Equipment's operation, owner or maintenance manual. Customer shall indemnify and hold Company harmless from and against any liability or expense (including attorneys' fees) imposed on, incurred by or alleged against Company related to Customer's breach of this provision.

Failure of Equipment. If the Equipment should fail to operate properly or require any repairs during the Rental Period, Customer must immediately stop using the Equipment and notify Company of the mechanical condition or damage. Customer may then (a) call-off the rental as described above, (b) return the Equipment at its own expense to Company strictly in accordance with the terms of this Agreement or (c) request that Company inspect and repair the Equipment. If Company inspects and repairs the Equipment, including but not limited to damaged tires, Customer shall be charged for such inspection

and repair at Company's standard rates, unless the failure of the Equipment, in the sole opinion of the Company, was due to normal and reasonable wear and tear and not the neglect or fault of Customer. Under no circumstances shall Customer repair the Equipment or cause the Equipment to be repaired by another, without Company's prior written authorization.

Return of Equipment. Customer shall return the Equipment to Company at the end of the Rental Period in the same condition it was in at the commencement of the Rental Period, except for normal and reasonable wear and tear. The Equipment must be returned to Company's premises during normal business hours or be called-off for pick-up as provided herein. The Equipment must be returned with fuel and fluids at their original levels; otherwise, Customer will be charged for refilling the fuel and fluids at Company's standard, then-prevailing rates. Customer will also be charged for any excessive cleaning the Equipment may require when returned.

Retaking Equipment. Notwithstanding any other provision of this Agreement, Company may at any time terminate the Rental Period and retake the Equipment without prejudice to its rights to rent and other charges hereunder. Customer authorizes Company and its agents to go upon the property where the Equipment is located and repossess the Equipment without legal process, which Customer waives along with any claims for damage or loss (including special, incidental or consequential damages) caused by such repossession. Customer agrees to pay all costs and expenses (including attorneys' fees) incurred by Company in retaking the Equipment and to indemnify and hold Company harmless from any liability or claims of third-parties.

Risk of Loss; Damages; Reasonable Wear and Tear. Until the Equipment is returned to Company, Customer assumes liability for all loss or damage to the Equipment from any cause whatsoever, whether or not Customer's fault, including but not limited to accident, fire, flood, theft, vandalism, collision, rollover, failure of any hitching devices, acts or omissions of third-parties and acts of God. Until the Equipment is returned to Company, Customer shall bear all risk of loss to the Equipment. Customer shall be liable for damage or loss occurring because the Equipment was not returned within Company's regular business hours. Customer shall promptly report to Company any damage or loss incident and provide the names, telephone numbers and addresses of all persons involved and witnesses. Normal and reasonable wear and tear, as used in this Agreement, means only the normal deterioration 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, owner or maintenance manual; damage resulting from any collision, overturning, or improper operation of the Equipment, including overloading or exceeding the Equipment's rated capacity; and damage in the nature of dents, bending, tearing, staining and misalignment of the Equipment or any part thereof.

Repairs. If the Equipment is retaken or returned damaged or excessively worn, Company may cause such damage or deterioration to be repaired or may replace the Equipment if

Company determines it to be a total loss. Company may decide in its sole and absolute discretion whether and when repairs shall be made, the extent of repairs, the manner of repairs and the person to perform the repairs; in any event, the Equipment may be repaired so it is in the same condition as at the commencement of the Rental Period, normal and reasonable wear and tear excepted, and so its operation and value, as measured as of the commencement of the Rental Period, is not impaired. Customer shall pay for the replacement of the Equipment, or the costs of repairs at Company's standard, then-prevailing rates for labor and parts, or at the standard, then-prevailing rates of any person chosen by Company to perform such repairs, as applicable; provided, Customer's liability for repairs shall be limited to the full replacement value of the Equipment at the time of the commencement of the Rental Period. Customer shall pay costs of repair in advance upon demand by the Company. If still operable, the Equipment may be rented by Company prior to such repairs being made. Customer 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.

Disclaimer of Warranties and Liability. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Customer's sole remedy for any failure of or defect in the Equipment shall be the termination of the Rental Period pursuant to the terms of this Agreement. Company shall not be responsible for any loss, damage or injury to any person or property, including lost profits, incidental, special or consequential damages, related to the operation, use or failure of the Equipment or any defects therein. Customer shall indemnify and hold Company harmless from any claims, including claims from third-parties, for loss, injury or damage to persons or property arising from Customer's possession, use, maintenance or return of the Equipment, including legal costs and attorney's fees incurred in defense of such claims.

Insurance. Customer shall maintain general liability insurance during the entire Rental Period covering its operation of the Equipment with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence. Also, Customer shall either (1) maintain physical damage insurance during the entire Rental Period with full replacement coverage for the Equipment; or (2) pay for Company's Fire, Theft and Vandalism Waiver ("FTV Waiver"), the terms of which are incorporated herein by reference. In the event Customer fails to furnish Company with an acceptable certificate of physical damage insurance, then Customer automatically agrees to be charged for the FTV Waiver. For the rental of Equipment licensed for use on public highways, Customer shall also maintain during the entire Rental Period automobile liability insurance with coverage of at least \$1,000,000 per occurrence and physical damage for hired and non-owned autos. Customer shall maintain all required insurance at its own expense and all such insurance shall be primary and noncontributory. All required insurance policies shall name Company as an Additional Insured and Loss Payee and shall provide that Company must be furnished thirty (30) days prior written notice before cancellation or material modification. Customer shall

furnish certificates confirming the required insurance prior to the commencement of the Rental Period and promptly upon request.

Cash Accounts; Credit Card Charges. If Customer maintains a "cash account," then Customer is required to provide a valid credit card account number to secure payment. Customer authorizes Company to process at any time on said credit card account any payments due hereunder, including but not limited to payments due for rental, damages, fees, expenses, or costs. Customer shall pay a fee in an amount reasonably determined by Company (but at least the amount charged to Company by the credit card company or processor) for any rentals, damages, fees, expenses or costs charged to Customer's credit card.

Default. In the event of any default or misrepresentation hereunder, Company may: (1) terminate the Rental Period, and/or (2) retake the Equipment as provided herein or render the Equipment inoperative without prejudice to any other rights hereunder, and/or (3) recover from Customer all resulting compensatory damages, consequential damages, rental arrearages, repair or replacement costs, expenses, attorneys' fees and other charges due hereunder, together with rent for the balance of the original or anticipated Rental Period as reasonable liquidated damages. Notwithstanding any termination of the Rental Period, Customer shall remain liable for rental arrearages and the payment of repair or replacement costs as provided herein. In the event of default or misrepresentation hereunder, Customer shall also pay a management fee in the amount of 10% of the outstanding balance due hereunder to compensate Company for its internal management and collection of the account. Customer shall pay service charges on any delinquent amount due hereunder at the rate of 1.5% per month. Customer shall also pay the fees, expenses and costs, including reasonable attorneys' fees, incurred by Company in enforcing or defending the terms and conditions of this Agreement or in collecting any money due hereunder. Any legal action to enforce this Agreement may be brought in a state or federal court located in Knox County, Tennessee, to which jurisdiction and venue Customer waives objection. All remedies hereunder are cumulative.

Taxes. Customer shall pay all taxes charged by any governmental authority, including any and all federal, state and local taxes and sales taxes, related to the sale, rental or use of the Equipment, parts or services.

Environmental Charges. To promote a clean and sustainable environment, Company takes various measures to comply with federal and state regulations and its own policies. Company incurs both direct and indirect environment-related expenses. These expenses include waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, Company may charge an environmental fee with certain rentals. The fee is not a tax or governmentally-mandated charge. It is not designated for any particular use or placed in an escrow account; rather, it is an additional fee Company uses at its discretion.

Miscellaneous. Time is of the essence with respect to every obligation or provision of this Agreement. Any notice required to be given by Customer or Company shall be deemed delivered if sent by certified mail, return receipt requested, to any address

for the other party reflected herein or designated in writing to the other party. This Agreement may not be amended or modified, except by a written agreement signed by both parties; this provision may not be orally modified. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. 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 in exercising any right, power or remedy accruing to Company under this Agreement shall impair any such right, power or remedy or any other right, power or remedy. This Agreement, and any written rental agreement or work or purchase order not inconsistent herewith, constitutes the entire agreement between the parties.

Customer acknowledges and agrees that it is not relying upon any other understandings, representations, promises or inducements by Company or its representatives or agents. Customer acknowledges that electronic signatures may be accepted by Company in its sole and absolute discretion; Customer agrees that any electronic signature by or on behalf of Customer accepted by Company shall have the same force and effect as an original signature; and Customer agrees to the use of electronic signatures, including signatures through DocuSign, as permitted by Company and represents that Company may accept and rely upon such signatures in the same manner as original signatures. A facsimile or copy of this agreement bearing the signature of the Customer 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 CUSTOMER DESCRIBED HEREIN TO THIS AGREEMENT, AND STATE AND WARRANT 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 COMPANY ANY INFORMATION IT HAS ON ME (PROVIDED I AM A SOLE PROPRIETOR, PARTNER, GUARANTOR OR INDIVIDUAL) OR MY BUSINESS. I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE.

Signature: _____

Title (if any): _____

Printed Name: _____

Date: _____

FIRE, THEFT AND VANDALISM WAIVER TERMS AND AGREEMENT

These terms and agreement are entered into this ____ day of _____, _____, between Stowers Machinery Corporation, Stowers Power Systems, and Stowers Rental & Supply, Inc., and their successors, assigns and affiliates (collectively referred to herein as "Lessor"), and _____ ("Lessee").

Lessee acknowledges that it has signed a Credit Application and Master Account Agreement (the "Master Agreement") with Lessor for the rental of Equipment from the Lessor. The Master Agreement is incorporated herein by reference. Lessee acknowledges that it must either maintain physical damage insurance or accept this agreement as a condition precedent to any rental of Equipment from Lessor. By signing this agreement below, Lessee acknowledges that it does not maintain such insurance and has not provided Lessor with any required certificate of insurance, and that it accepts the Fire, Theft and Vandalism Waiver ("FTV Waiver") described herein for all rental of Equipment from Lessor; provided, however, the FTV Waiver will not apply to the rental of specific Equipment for which Lessee provides such proof of insurance and specifically declines the FTV Waiver for such Equipment in a subsequent, written rental agreement with Lessor. LESSEE RECOGNIZES THAT THE FTV WAIVER IS NOT INSURANCE. In addition to all rent and other charges due Lessor, Lessee shall pay for the FTV Waiver an amount equal to a percentage, as determined by Lessor from time to time, of the gross rental amount due Lessor.

Lessor agrees that in the event of a "Waiver Occurrence," defined below, Lessor shall waive, subject to the terms of this agreement, Lessee's responsibility for damage or loss to the Equipment in an amount exceeding the larger of: (a) \$1,000 per item of Equipment; or (b) an amount equal to two times the Four Week Rate of rental in effect at the commencement of the Rental Period per item of Equipment.

WAIVER OCCURRENCES

The following are Waiver Occurrences:

- 1. Damage to the Equipment caused by natural disasters such as floods, earthquakes, fires or other natural disasters.
- 2. Theft of the Equipment from Lessee, provided reasonable precautions were taken to protect and secure the Equipment and a police report was promptly issued.
- 3. Damage to the Equipment caused by vandalism not resulting from Lessee's negligence or malfeasance, and provided a police report was promptly issued.

In the event of the happening of a Waiver Occurrence, the Lessee must immediately notify Lessor in writing sent to the Lessor c/o the Credit Manager at P.O. Box 14802, Knoxville, TN 37914. Failure to notify the Lessor within 72 hours after the happening of a Waiver Occurrence may void the waiver at the option of the Lessor.

EXCLUSIONS FROM WAIVER

The FTV Waiver shall not apply in the following circumstances, or if the loss or damage is due, in whole or in part, to the following occurrences or causes:

- 1. Theft of accessories, such as hoses, blades, tires, electric cords, tools and other similar items.
- 2. Loss or damage caused by improper use, failure to secure Equipment during transportation, or exceeding or overloading the rated capacity of the Equipment, all as determined solely by the Lessor.
- 3. Loss or damage to motors or other electrical devices caused by surges in electrical current.
- 4. Loss or damage resulting from misuse or abuse of the Equipment, including the failure to maintain the Equipment, keep proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other maintenance or normal servicing of the Equipment, all as determined solely by the Lessor.
- 5. Loss or damage resulting from the use of the Equipment in a grossly negligent or reckless manner.
- 6. Loss or damage caused by intentional acts or abuse of Lessee or its agents or employees, malicious mischief or neglect.

- 7. Loss or damage to tires or tubes caused by blowouts, bruises, cuts, road hazards or other causes inherent in the use of the Equipment.
- 8. Loss or damage caused by use or possession of the Equipment in violation of any terms of the Master Agreement, or any law, ordinance or regulation.
- 9. Wrongful conversion by Lessee, or by its agents or employees, or persons to whom Lessee has entrusted the Equipment, carriers for hire excepted.
- 10. Entrustment of the Equipment to persons not subject to the Master Agreement or in the hire or employment of Lessee, or use of the Equipment at a location or jobsite not expressly described in a written rental agreement.
- 11. Loss or damage caused by failure to keep the Equipment in a secure area during the Rental Period and until returned to Company.
- 12. Loss or damage caused by the failure to keep the Equipment in a locked enclosure or otherwise secured when not in use.
- 13. Loss or damage caused by failure to use proper fuel or additives.
- 14. Loss or damage occurring when the Equipment is in possession of a third-party.
- 15. Loss or damage that was, or should have been, expected due to an extraordinary application of the equipment.

In the event of any loss or damage to the Equipment covered by the FTV Waiver, Lessor will be subrogated for, and be assigned, the rights of Lessee, to the extent of all amounts waived hereunder, to recover against any person or entity for such loss or damage. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is reasonably necessary to secure such rights. Lessee will cooperate fully with Lessor in the prosecution of those rights and will neither take nor permit nor suffer any action that may prejudice Lessor's rights with respect thereto.

Signature: _____
Printed Name: _____
Title (if any): _____
Date: _____