



## RENTAL AGREEMENT TERMS AND CONDITIONS

This contract is entered into at Irvine, California between BigRentz, Inc. ("BigRentz"), located at 1063 McGaw Avenue, Irvine, CA, 92614, and \_\_\_\_\_ ("Customer"), whereby BigRentz rents various equipment ("Equipment") per the following terms and conditions ("Contract"):

**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 of such intent; termination to be effective fifteen (15) days from the date notice is received except that this Contract shall remain effective through the completion of all rentals outstanding as of the date this Contract would otherwise terminate. During the Term, BigRentz, on a non-exclusive basis, may rent Equipment to Customer on multiple occasions which rentals will all be subject to the terms and conditions of this Contract regardless of the date of each ("Rental"). In the event of a conflict between any Rental and this Contract, the terms of this Contract shall govern.

**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 via email from BigRentz, which, as they arise, are to be incorporated herein by this reference and made a part hereof. As one of the purposes of this Contract is to promote the facility of the parties doing multiple rental transactions within this Agreement, the parties hereby mutually acknowledge and agree that Sales Order and Invoice prepared and submitted pursuant to this Contract do not require separate and/or additional signatures and that the signature of the Customer appearing hereon shall suffice with respect to satisfying the obligations and/or needs of the parties to adhere to written formalities. Customer acknowledges that BigRentz is not the manufacturer, designer, or owner of any of the Equipment.

**3. Rental Rate and Period.** The Customer's initial charges ("Initial Charges") for any rental of Equipment will consist of (i) a base rent ("Base Rent") estimated upon the Customer's representation of the estimated rental period ("Estimated Rental Period"); (ii) delivery and pickup charges which rates vary by metro area and Equipment. Basic delivery area is forty (40) miles from the closest delivery hub ("Basic Delivery") as determined by BigRentz. Delivery beyond the Basic Delivery could incur additional charges, which will be determined and agreed upon at time of request and noted on the Invoice; (iii) applicable state and local sales tax; (iv) a fifteen (15) percent damage waiver fee if applicable ("Damage Waiver"); and (v) a three (3) percent environmental fee to cover any indirect environmental related expenses. The fee is not a tax or governmentally mandated charge. Rather, it is a fee that BigRentz collects at its sole discretion, all of which will be stated in each Invoice. The Base Rent covers use for one shift being not more than: (i) eight (8) hours per day, (ii) forty (40) hours per week (a week is 5 full business days), and (iii) one hundred sixty (160) hours per twenty-eight (28) days (a 28-day period consists of 20 full business days) unless otherwise noted (each a "One Shift").

**4. Additional Rent.** Customer shall incur the following additional rental charges ("Additional Rent") and be responsible to BigRentz for payment thereof upon billing as a result of any of the following: (i) an extension of the Estimated Rental Period by agreement or according to terms as specified in Paragraph 15, (ii) additional One Shift use(s) or meter overage, (iii) delayed pick-up of Equipment due to fault of Customer, and (iv) period of time for receipt of Customer payment to BigRentz for (a) repair damage to Equipment or return of Equipment to the required Rental Ready condition as received by Customer and further set forth in Paragraph 16, (b) any diminution of Equipment's value caused by the damage and/or repair of Equipment, or (c) the full replacement cost of Equipment as a result of total loss or destruction of Equipment or Customer's inability or failure to return it for any reason whatsoever ("Extended Rental Period"). The "Actual Rental Period" shall be the Estimated Rental Period if that is the extent of the Rental; otherwise, the Estimated and Extended Rental Periods constitute the Actual Rental Period for which Customer will be billed.

**5. Additional Charges and Fees.** For each Equipment rented during the Term, Customer is also responsible to pay upon billing if the following is incurred: (i) re-delivery or moving fees; (ii) driver waiting fees; (iii) "Dry Run" fees when Equipment is not made accessible by Customer for pickup, (iv) toll charges; (v) a fuel surcharge calculated on the weight of Equipment being delivered, zip code actual distance and current diesel rates; (vi) fuel used during the Actual Rental Period that is not refilled at a rate of up to \$10.99/gallon to cover BigRentz's costs of refueling Equipment; (vii) any cleaning fee; (viii) fees for lost keys; (ix) fines for use of dyed diesel fuel in on-road Equipment; (x) one day rental rate, delivery and pickup for any cancellation requested by Customer less than 1 full business day (Monday through Friday, 8am - 5pm PST excluding federal holidays) before rental delivery time; (xi) mileage charges on vehicle rentals; (xii) rush fees; and (xiii) all towing expenses if Equipment becomes stuck in mud or snow. (Collectively, "Additional Charges".)

**6. Payment Without Offsets, Deductions or Claims.** Customer shall pay the Initial Charges, Additional Rent and Additional Charges without any offsets, deductions or claims.

**7. Method of Payment.** Unless BigRentz extends credit to Customer as specified herein, BigRentz requires payment for the Initial Charges prior to Equipment delivery. Customer gives BigRentz authorization to charge Customer's credit card for any Additional Rent and/or Additional Charges upon billing. If BigRentz elects in its sole discretion to extend credit to the Customer, terms per credit application and approval letter apply ("Credit Terms"). BigRentz shall have the right to limit the amount of credit available to Customer and may increase or decrease this limit without notice to any person, including Customer and Guarantor(s). Payment is to be made to BigRentz at Irvine, California where the Contract is entered into and to be performed.

**8. Damage Waiver.** Unless Customer provides evidence of insurance in accordance with Paragraph 22, it must purchase a Damage Waiver which consists of BigRentz waiving any claim against Customer above \$2,500 for aerial equipment and \$5,000 for non-aerial equipment for direct physical damage to Equipment from any external cause, except as follows: (i) Any item of Equipment or part thereof which is not returned for whatever reason, including theft, (ii) Loss or damage resulting from overloading or exceeding rated capacity of Equipment. (iii) Loss or damage to motors or other electrical appliances devices caused by artificial current, (iv) Damage to tires, tubes and wheels caused by blowout, bruises, cuts and other causes inherent in the use of Equipment. (v) Loss due to mysterious disappearance, wrongful conversion by a person entrusted with Equipment or a shortage disclosed on inventory, (vi) Loss or damage caused by infidelity of Customer, its employees, or persons to whom Equipment is entrusted, (vii) Loss or damage resulting from misuse, failure to maintain cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of Equipment, (viii) All damages resulting from overturning, (ix) All damages or loss resulting from use of Equipment in violation of any provision of this Contract, violation of any law, ordinance or regulation or operation in an improper or negligent manner, (x) Overhead damage (xi) Damage from dirtying of Equipment by paint, mud, plaster, concrete, rosin or any other material. Customer is responsible for cleaning and repairing as required. **In the event any of the above exceptions apply, the Damage Waiver does not apply and, in that event, Customer is obligated to pay BigRentz for costs incurred by BigRentz for the damage. The Damage Waiver is not insurance and does not protect Customer from liability to BigRentz or others arising out of possession or operation of Equipment, including injury or damage to persons, or property.**

**9. Delivery of Equipment.** Any apparent employee or agent at the delivery address ("Jobsite") will be considered as authorized to accept delivery of Equipment and if Customer requests and BigRentz agrees, Customer can authorize Equipment to be left at the place of delivery without requirement of a written receipt.

**10. Customer Inspection and Waiver.** Customer warrants and represents that Customer will have inspected Equipment upon delivery to confirm that it is in good condition, safe and serviceable, without defects, including readable decals and operating and safety instructions and is suitable for Customer's intended use. If after inspection, Customer has a proper objection to Equipment,

Customer shall notify BigRentz in writing before use of Equipment. Customer acknowledges and agrees that should Customer fail to notify BigRentz within the time specified that it will be conclusively presumed that Equipment is in good working condition and repair and that Customer is satisfied with and has accepted Equipment for all purposes and waives any right to object to Equipment thereafter.

**11. Customer Use.** Customer acknowledges and agrees that BigRentz has no control over the manner in which Equipment is operated during the Actual Rental Period and that Equipment may be dangerous if used improperly or by untrained parties. Customer represents and warrants: (i) the delivery site will be reasonably accessible, safe, and secure, and that Equipment will be operated on a safe location with a solid and level surface; (ii) Equipment will not be subject to neglect, carelessness, misuse, or abuse, including but not limited to, being overloaded or taxed beyond its capacity or be used for transportation, storage, use or removal of explosives or hazardous products or materials as may be defined by a federal, state or local regulatory or enforcement agency; (iii) Equipment will be: operated only by authorized individuals who are not under the influence of drugs or alcohol or otherwise impaired and who are properly trained and qualified to use Equipment; used with protective equipment according to legal and industry standards, and in a careful, proper and legal manner; used in compliance with all operational and safety instructions provided on, in or with Equipment, including the manufacturer's specifications, and all federal, state and local laws, ordinances, rules, standards and regulations; and kept in a secure location; (iv) Customer will not allow the use of Equipment in any publication (print, in audiovisual or electronic); (v) Customer will pay for any fees for licenses, registrations, permits, and other certificates that may be required for the lawful operation of Equipment; (vi) Customer or its employees and agents will not alter or cover of any decals or insignia on Equipment or remove any operational or safety instructions, and (vii) Customer will not remove Equipment from the Jobsite without written approval from BigRentz nor from the United States. Customer acknowledges that Customer is solely responsible to obtain training that Customer desires or deems necessary prior to the use of Equipment and Customer disclaims any obligation or responsibility of BigRentz to Customer or any operator of Equipment.

**12. Customer Maintenance.** Customer shall keep Equipment in good working condition and perform at its expense, routine, but not scheduled, maintenance and cleaning of Equipment including routine inspections and maintenance of fuel and oil levels, lubricants, lubrications, leaks, cooling system, water, batteries, filters, cutting edges, belts, hoses and cleaning. Customer will also comply with preventative maintenance suggested in the manufacturer's operation and maintenance manual.

**13. Malfunctioning Equipment and Replacement.** Should Equipment malfunction or require repair, Customer shall cease using Equipment and notify BigRentz immediately. If such condition is the result of normal operation or inherent defect, BigRentz will cause Equipment to be promptly repaired or replaced with similar Equipment in good working order. Customer's sole remedy for any such failure or defect in Equipment shall be the repair or replacement as set forth herein and abeyance of any rent for the period of time between the failure and completion of repair or replacement with any Rental paid in advance being adjusted accordingly and promptly credited to Customer. Separate and apart from malfunctioning Equipment, BigRentz has the right to replace Equipment with other similar Equipment at any time and for any reason.

**14. California Rental Compliance with Regulations.** Customer is renting Equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of Equipment is subject to the requirements of the PERP regulation and Local Air Pollution Control District rules which are the sole responsibility of the Customer to comply with. If any of the Equipment is power operated or power-driven excavating or boring equipment, it is the sole responsibility of Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this contract, the Customer acknowledges receipt of these documents.

**15. Customer's Responsibilities for Extension and Pick-up.** Unless requested otherwise, for a prepaid rental, if Customer would like to extend the Estimated Rental Period, Customer must contact BigRentz at least four (4) business hours before the scheduled end date and time listed on the Sales Order, during normal business hours. If BigRentz does not receive an extension request, it will terminate the Rental at the original end date and time listed on the Sales Order and promptly schedule a pickup accordingly. Unless requested otherwise, for a Rental rented on Credit Terms, the rental will be automatically extended beyond the Estimated Rental Period. Base Rent, Additional Rent and Additional Charges will continue to be incurred until the Customer notifies BigRentz that Equipment is ready for pick-up. If a driver is dispatched to pick up Equipment, and Equipment is not available for pick-up or release, the Customer will be charged a Dry Run and other applicable charges in Paragraphs 3-5. Customer will be responsible for the safe keeping of Equipment until the pick-up takes place. Depending upon scheduling availability, pick up may take days or possibly weeks.

**16. Condition of Equipment Upon Return.** Customer will return Equipment together with all accessories, free from all damage, and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear ("Rental Ready"). Ordinary wear and tear of Equipment shall mean only the normal deterioration of Equipment caused by ordinary and reasonable use during the time used. The following shall not be deemed reasonable wear and tear: (i) damage resulting from the lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (ii) any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (iii) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of Equipment; (iv) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of Equipment or any part thereof; (v) wear resulting from use in excess of shifts for which rented; and (vi) any other damage to Equipment which is not considered ordinary and reasonable in the equipment rental industry.

**17. Surrender/Abandonment.** Any equipment or belongings of Customer or its employees remaining with, in or on Equipment upon return do not constitute a bailment and shall be deemed abandoned and surrendered by the Customer/employees to BigRentz and BigRentz will have no responsibility or obligations of any kind to Customer/employees for such items.

**18. Right of Inspection and Retrieval of Possession.** In furtherance of Paragraphs 11 and 12, Customer has the authority to and hereby grants BigRentz or its designee ("Designee") the right, at all times, to enter the physical location of Equipment to inspect Equipment. Customer also authorizes, and grants BigRentz or its Designee (including law enforcement) the right to enter any physical location where Equipment is located to immediately repossess and remove Equipment without legal process, including prior notice, free of all rights of Customer to Equipment in the event of (i) Customer's failure to comply with Paragraphs 11, 12 and 15 or otherwise fails or refuses to return Equipment; (ii) an Occurrence as specified in Paragraph 21; (iii) a default as set forth in Paragraph 25, (iv) permanent closure of the store location of Equipment at the time of the Rental, (v) declaration of any emergency, disaster or similar situation by any federal, state or local government; or (vi) as otherwise set forth in this Contract. By these authorizations, Customer specifically waives any right of action Customer might otherwise have arising out of the entry and repossession, and releases BigRentz and its Designee of any claim for trespass or damage caused by reason of the entry, repossession, or removal ("Release").

**19. 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 Equipment.



**20. 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 this Contract by operation of law. Customer will immediately notify Boom of any liens or other encumbrances, threatened or actual, of which Customer has knowledge. Customer will promptly pay or satisfy any obligation from which any lien or encumbrance arises, and will otherwise keep Equipment and all title and interest free of any liens and encumbrances. Customer will deliver to BigRentz appropriate satisfactions, waivers, or evidence of payment. BigRentz shall have all rights under applicable law to obtain a lien.

**21. Notification of Loss/Damage to BigRentz and Authorities.** If Equipment is damaged, lost, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any other incident concerning Equipment occurs including injury to person or property ("**Occurrence**"), Customer will immediately notify Big Rentz and will file all necessary accident reports, including those required by law and those required by insurers of Equipment and provide all information, including documents of any nature, known to Customer related to the Occurrence.

**22. Customer's Duty to Insure** If Customer chooses to not purchase damage waiver specified in Paragraph 8 then 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 18 and the Assumption of the Risk and indemnification clauses contained in Paragraph 24; (b) rented/leased Equipment insurance against loss by all risks to Equipment, in an amount at least equal to the Manufacturer's Suggested List Price (MSLP) thereof and including loss of use and rental income; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name BigRentz as an additional insured (including an additional insured endorsement) and loss payee, provide for (i) severability of interests (ii) that an act or omission by the insured party or any additional insured does not avoid or reduce coverage afforded to the insured party or any additional insured, and (iii) BigRentz to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide BigRentz a certificate of insurance that recites in summary form compliance with all requirements set forth in this Paragraph relating to specific insurance coverage prior to any Rental and any time upon BigRentz's request. The requirement of insurance coverage as set forth herein cannot be waived by BigRentz. If Customer has insurance covering such loss or damage Customer shall exercise all rights available to him under said insurance, take all action 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 complete information concerning insurance coverage carried. The 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.

**23. Disclaimer of Warranties by BigRentz. BIGRENTZ DOES NOT MAKE NOR GIVE, AND HEREBY DISCLAIMS, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, 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 Equipment "**AS IS.**"

**24. Customer Liability and Indemnity.** Customer assumes all risk and liability for (i) the loss of or damage to Equipment from time of delivery and until pickup, (ii) the loss of use and rental income, (iii) the death of or injury to any person or equipment, and (iv) all other risks and liabilities arising from the Customer's acceptance, possession, transport, use, operation, control, storage, maintenance and/or repair of Equipment, including but not limited to fire, flood theft, comprehensive losses, artificial electrocution, accident and Acts of God ("**Assumption of Risk**"). During and after any termination of this Contract, Customer will defend, indemnify and hold BigRentz, its officers, directors, shareholders, agents, Designees, employees, and every person/entity BigRentz contracts with or who provides any service to BigRentz related to the Rental of Equipment which is the subject of this Contract ("**Indemnitee(s)**") harmless against all third-party as to all actions, causes of action, claims, suits, demand, investigations, obligations, judgments, losses, costs, liabilities, damages, fines, penalties, and expenses, including reasonable attorney's fees, of every kind, nature, description, ("**Claim**"), which are incurred by, accrued, asserted, or made against, or recoverable from any of the Indemnitees arising from or relating to, directly or indirectly, (i) the Contract, including the Rental, (ii) Customer's failure to comply with any provision of any insurance policy insuring Customer and BigRentz, (iii) the Customer's acceptance, possession, transport, use, operation, control, storage, maintenance and/or repair of Equipment, or (iv) loss of use or rental of Equipment due to replacement or repair thereof, whether or not the same arises from damage to real or personal property, injury or death to persons, including but not limited to Customer's employees, 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 Customer or anyone whose acts Customer may be liable for; provided however, Customer shall have no obligation to defend, indemnify, or hold harmless BigRentz with respect to a Claim to the extent the applicable Claim arises out of, pertains to, or relates to BigRentz's sole active negligence or willful misconduct. All of Customer's indemnification obligations herein shall be joint and several. Customer expressly waives any and all workers' compensation immunity it may otherwise have in jurisdictions in which the indemnification provided for in this section is broader than that allowed by applicable law, this Paragraph shall be interpreted as providing the broadest indemnification permitted and shall be limited only to the extent necessary to comply with 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, in the prompt delivery of any Claim or proceeding at law or equity or threat thereof, and the investigation and the defense of any Claim.

**25. Customer in Default.** Customer shall be in default upon (i) any breach of this Contract, (ii) becoming insolvent (unable or anticipated inability to pay its debts 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.

**26. BigRentz's Rights and Remedies.** Upon Customer's 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 payment is past due to the date of payment by Customer. Customer will reimburse BigRentz for all costs and expenses, including attorneys' fees, incurred to repossess and remove Equipment, collect monies due, and enforce BigRentz's rights and remedies herein, together with interest at the rate of 1.5% percent per month from the date incurred. The remedies of BigRentz will be cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. The exercise of one remedy will not be deemed to preclude the exercise of any other. No failure of delay by BigRentz to exercise any remedy or right under this Contract will operate as a waiver in any respect. Acceptance by BigRentz of rent or other payments made by Customer after default will not be deemed a waiver of BigRentz's rights and remedies arising from Customer's default.

**27. 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 basis for the default. In no case is BigRentz liable due to seizure of Equipment by order of governmental authority or any force majeure consisting of an event beyond its control.

**28. Limitation of BigRentz Liability and Damages to Customer.** To the maximum extent permitted by applicable law and excepting willful misconduct by BigRentz, BigRentz shall not be liable to Customer, and Customer covenants that it shall not assert a claim against BigRentz, under any legal theory, whether in an action based on a contract, 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, income or rent, production delays, loss of product, reservoir loss or damage, losses resulting from failure to meet other 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 2A-508-522 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 OF THIS CONTRACT IN THAT THEY RECOGNIZE THAT BIGRENTZ DOES NOT OWN EQUIPMENT AND HAS NOT SEEN IT BUT ONLY LOCATES EQUIPMENT AND RENTS IT TO CUSTOMER.**

**29. Service of Notice.** Except as otherwise expressly provided by law, any notices 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 1063 McGaw Avenue, Irvine, CA, 92614. 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.

**30. 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, subrent, assign or loan Equipment, or assign any interest in this Contract.

**31. Entire Agreement.** This Contract, which includes 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.

**32. MANDATORY ARBITRATION.** Except as provided in Paragraph 33, 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.

**33. 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.

**34. 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.

**35. 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 18, 21, 24, 32 & 33.

**36. Communication Authorization.** In signing this Contract and providing contact information, Customer consents to the receipt of marketing emails from BigRentz and its affiliates. Customer has the right to opt out upon receipt.

**37. Original Signature Equivalents.** Digital, electronic, photocopy and faxed signatures hereon shall be deemed the equivalent of originals.

**38. 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 Signature

Date ("**Effective Date**")

Printed Name

Title