

Bank References

Institution Name:	Checking Account #		
Contact Name:			
Address:			
City:	State:	ZIP:	Phone:

Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

TO ABOVE INDICATED CREDITORS: Please consider this signed application as my permission to release credit information to Eastern HighReach Company, Inc. for the purpose of establishing an account.

****PROOF OF INSURANCE REQUIRED.** A certificate of insurance with Inland Marine Coverage or Contractors Equipment Insurance listing Eastern HighReach Company, Inc. as Loss Payee and Additional Insured **MUST** be submitted with your credit application. Please see attached documents for the exact requirements and wording. **Any Rental Protection and /or Damage Waiver Fee is NOT INSURANCE coverage for damages to equipment.**

IMPORTANT: Applicant agrees to pay all invoices in full, net 30 days from the date of the invoice. In accordance with allowable rates, a 2% finance charge will be added on all unpaid past due balances. By signing below, you agree you take full responsibility for any legal fees that may incur for any uncollected balances due Eastern HighReach Company, Inc.

I certify that all the information is correct and that I fully understand this form and agree to all the terms set forth herein.

Signature of Office or Authorized Employee

Date

Printed Name

Title

[Please allow 1 business day to process the Credit Application. Eastern HighReach will make a determination to extend credit to your company based upon our independent review.]

EASTERN HIGHREACH COMPANY, INC.
MASTER RENTAL AGREEMENT TERMS AND CONDITIONS

This Agreement will apply to all Equipment rented by Customer, now and in the future, until a new Agreement is signed by Customer.

DEFINITIONS. "Eastern" means Eastern HighReach Company, Inc. "Customer" means the person or entity identified as the Company/Lessee on front page of Agreement, including any representative, agent, officer, or employee thereof. "Equipment" means any one or more of the items identified as such on front page of Agreement, and shall include any accessories, attachments, or other similar items delivered to Customer, such as, but not limited to, air hoses, electric cords, blades, welding cables, liquid fuel tanks, nozzles, and related items. "Store Location" means Eastern address on front page of this Agreement.

AUTHORITY TO SIGN. Any individual signing Agreement represents and warrants they are of legal age and have authority and power to sign Agreement as or for Customer.

LIMITATION OF LIABILITY. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH POSSESSION, CUSTODY, AND OPERATION OF EQUIPMENT AND RELEASES EASTERN FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOSS PROFITS, INTERRUPTION OF BUSINESS, PERSONAL INJURY, DEATH, AND ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES) IN ANY WAY CONNECTED WITH EQUIPMENT, ITS OPERATION OR USE, OR ANY MALFUNCTION THEREOF (INCLUDING DEFECT, FAILURE, INOPERABILITY, BECOMING UNSAFE OR OTHERWISE REQUIRING REPAIR), EVEN IF EASTERN SHALL HAVE KNOWLEDGE OF SUCH POTENTIAL LOSS OR DAMAGE. Customer releases and discharges Eastern from any and all liability or damages which might be caused by Eastern's failure or inability to deliver or provide any Equipment by any specified date or time. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES EASTERN'S ENTIRE LIABILITY UNDER THIS AGREEMENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT, OR WARRANTY, INCLUDING ANY LIABILITY ARISING FROM EASTERN OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE, OR ARISES AS A RESULT OF ANY ABSOLUTE OR STRICT LIABILITY, SHALL NOT EXCEED THE RENTAL CHARGES PAID BY CUSTOMER SET FORTH ON FRONT PAGE OF THIS AGREEMENT AND ONLY AFTER RETURN OF EQUIPMENT TO EASTERN. Eastern's liability will not extend to any other invoices prior to, or after, date claim arose. The provisions of this Agreement allocate risks between Eastern and Customer. The Rental Charges and other fees charged under this Agreement reflect this allocation of risk and the limitation of liability specified herein.

MALFUNCTIONING EQUIPMENT. If Equipment malfunctions, Customer shall immediately cease using such Equipment and immediately notify Eastern. If such condition is result of normal operation, Eastern will repair/replace Equipment with similar Equipment in working order if such replacement Equipment is available. Customer's sole remedy for malfunctioning Equipment is further limited to 1) the termination of any rental charges accruing after Eastern is notified Equipment has malfunctioned provided Customer returns malfunctioning Equipment to Store Location within 24 hours thereof; or 2) non-accruing of rental charges during time after Eastern is notified Equipment has malfunctioned and time it is repaired/replaced by Eastern. Eastern has no obligation to replace malfunctioning Equipment due to misuse, abuse, or neglect.

DISCLAIMER OF WARRANTIES. Eastern does not design or manufacture Equipment and is not agent of parties that do. CUSTOMER UNDERSTANDS EASTERN MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO EQUIPMENT, ITS DURABILITY, OR CONDITION. EASTERN DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR SUITABILITY OR FITNESS OF EQUIPMENT FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF EQUIPMENT ON AN "AS IS" BASIS.

INDEMNITY/HOLD HARMLESS/DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD EASTERN, AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, MEMBERS, OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS AND PARENT, SUBSIDIARY, AFFILIATED AND SUCCESSOR COMPANIES (INDIVIDUALLY OR COLLECTIVELY, "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ALL LIABILITY, CLAIM, LOSS, COSTS, OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, LOSS PROFITS, INTERRUPTION OF BUSINESS, PERSONAL INJURY, DEATH, AND ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES) RELATED TO OR IN ANY WAY ARISING OUT OF THE OPERATION, CUSTODY, USE, MAINTENANCE, INSTRUCTION, POSSESSION, TRANSPORTATION, OPERATION OF DAMAGED OR DEFECTIVE EQUIPMENT, OWNERSHIP OR RENTAL OF EQUIPMENT OR THE BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, WHENEVER SUCH LIABILITY, CLAIM, LOSS, DAMAGES OR COST IS FOUNDED, IN WHOLE OR IN PART, UPON ANY NEGLIGENT OR GROSSLY NEGLIGENT ACT OR OMISSION OF THE INDEMNIFIED PARTIES OR THE PROVISION OF ANY ALLEGEDLY DEFECTIVE PRODUCT BY THE INDEMNIFIED PARTIES. In claims against any person or entity indemnified under this Section by an employee of Customer, any subcontractor to Customer, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, indemnification obligations under the Section shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Customer or its subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is further understood and agreed indemnity above shall survive termination or expiration of Agreement. Customer/Lessee and Indemnified Parties further agree Laws of the Commonwealth of Pennsylvania shall apply to construction and application of Indemnification and Hold Harmless Agreements set forth above.

RECEIPT & INSPECTION OF EQUIPMENT. By accepting Equipment, Customer acknowledges Customer has inspected Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer represents and warrants it is familiar with the proper operation and use of each item of Equipment. Prior to towing Equipment, Customer has inspected or promises to inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect Equipment to Customer's towing vehicle, if any; Customer agrees Eastern is not responsible for any damage to Customer's towing vehicles.

USE OF EQUIPMENT. Customer promises customer will not use or allow anyone to use Equipment: (a) for an illegal purpose or in an illegal manner, (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it, (d) outside of the purposes for which it was manufactured, or (e) in an unsafe manner. Customer shall not remove any operational or safety instructions from Equipment. Customer promises, at Customer's sole expense, to comply with manufacturer's operation manuals and instructions and all applicable municipal, state, and federal laws, ordinances, and regulations (including O.S.H.A.) which may apply to use of Equipment. Customer promises to check filters, oil, fluid levels, tire air pressure, clean and visually inspect Equipment daily and to immediately notify Eastern when Equipment needs repair or maintenance. Customer agrees Eastern has no responsibility to inspect Equipment while it is in Customer's possession.

REASONABLE WEAR AND TEAR. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (eight hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) except where Eastern expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventive maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of Eastern and in a manner, which will not adversely affect the operation, manufacturer's design, or value of the Equipment. Repair or replacement of tires and tubes is the responsibility of Customer and is not included in the rental rate or reasonable wear and tear.

DAMAGED & LOST EQUIPMENT. Customer hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Customer under this agreement. Except for reasonable wear and tear, Customer shall be liable for all damages to the Equipment (including any damage during transit to or from Customer) plus the full rental rates specified for such Equipment until it is repaired. Eastern has no obligation to repair such Equipment until Customer has paid to Eastern the estimated costs thereof. In the case of total loss or destruction of any Equipment, or inability or failure to return same to Eastern for any reason whatsoever, Customer will pay Eastern the then full replacement list value plus the full rental rates specified for such Equipment until it is replaced.

RETURN OF EQUIPMENT, LATE RETURNS. Customer promises to return the Equipment to the Store Location during Eastern's regular business hours or contractually arrange for Eastern to pick up the equipment. The equipment shall be in the same condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined above. If the Equipment is not timely returned, in addition to the rental rates set forth on the front page, Customer agrees to pay additional charges based upon the Day, Week, 4-Week rates that the Equipment is retained beyond the expiration of the rental period set forth on the front page of this agreement ("Rental Period"). Customer agrees to pay for any damage to or loss of the Equipment occurring between the time the Equipment is returned and the commencement of Eastern's next business day in the event the Equipment is returned to the Store Location outside of Eastern's regular business hours. Customer agrees to pay any additional costs/fees associated during the rental period, such as towing, parking fees, storage costs or any added fees during the Customer's possession of Eastern's equipment.

CALCULATION OF CHARGES. Customer hereby assumes complete responsibility for the Equipment from the time the Equipment leaves the Store Location until the Equipment is returned thereto even if the rental is called off by telephone (the "Possession Period"). Customer is responsible for any and all rental charges during the Possession Period; however, as a courtesy, rental charges will stop when the Customer calls off the rental Equipment provided: 1) Eastern has agreed to pick up the Equipment, 2) the Equipment is not used between the time it is called off and it is picked up, and 3) the Equipment is undamaged and available for pick up at the pickup location. Rental charges accrue during Saturdays, Sundays, and Holidays. Rental rates are for normal usage based on an eight-hour day, 40 hours per week and 160 hours per (4 week) month. On power equipment, operation in excess of one shift (eight hours) per day will be at Eastern's standard premium rates. Customer will truthfully and accurately certify to Eastern the number of shifts the equipment was operated. Customer's right to possess the equipment terminates at the expiration of the Rental Period or upon breach of this agreement and retention or possession after this time is a material breach of this agreement. If the Equipment is towed, impounded, or otherwise dispossessed during the Possession Period, the Customer shall be responsible for any and all rental charges that continue to accrue as a result thereof as well as any and all fees incurred for re-possessing the Equipment.

DEPOSIT. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guaranty by Customer of the full and complete performance of each and all the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer thereof said deposit shall be credited against any damages, costs, or expense incurred by Eastern as a result of such breach.

PAYMENT. Customer agrees to pay amounts due, without any offsets or deductions, in full at the time of rental. Such Customers promise to pay all rental invoices in full upon return of the Equipment to Eastern or prior to 30 days following Eastern's invoice to Customer, whichever comes first. Customer must notify Eastern in writing of any disputed invoiced amounts, including credit card charges, within 30 days after the receipt

thereof or Customer shall have irrevocably waived its right to dispute such amounts. At Eastern's sole discretion, any credit account with a delinquent balance may be placed on a cash basis. Customer acknowledges that timely payment of rental charges is essential to Eastern's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Eastern agree that there shall be added to all past due rental charges a late payment fee and interest equal to the lesser of 2% per month (24% annum), or the maximum amount allowed by applicable law.

TITLE/NO PURCHASE OPTION/NO LIENS. This agreement is not a contract of sale, and title to the Equipment shall at all times remain with Eastern. Unless covered by a specific supplemental agreement signed by Eastern, Customer has no option or right to purchase the Equipment. Eastern offers "NO" rent/lease to buy program. And no agent of Eastern can change the "NO" rent/lease to own policy. Customer shall keep the Equipment free and clear of all liens and encumbrances.

DEFAULT. Should Customer in any way default, breach or fail to perform any requirement of this rental agreement, Eastern may at its option do any one or more of the following (a) terminate this agreement; (b) declare the entire rent immediately due and payable; (c) commence legal action; therefore, (d) retake possession of the Equipment and hold Customer liable for all rental and other charges; and/or (e) pursue any other remedies available by law. In the event of any actual or anticipatory breach by Customer, Eastern's employees and agents may, without notice or legal process, go upon Customer's or any third party's property and take all action reasonably necessary to take physical possession and control of the Equipment. Customer waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by Eastern in obtaining physical possession and control of the Equipment.

CERTIFICATE OF INSURANCE REQUIREMENTS. By renting equipment from Eastern, you agree, promise and covenant that you have provided a current certificate of insurance to Eastern and that such insurance meets at least the minimum requirements set forth below. At Eastern HighReach Company, Inc.'s request, customer/lessee must provide copies of the insurance policies evidencing the below listed coverages. You further agree, promise, and covenant that you have and will maintain insurance that satisfies Eastern's minimum insurance requirements throughout the entire duration of your rental period. You are prohibited from possessing any of Eastern's equipment unless you have insurance that meets Eastern's minimum insurance requirements. *Please forward the Minimum Insurance Requirements directly to your insurance agent, and forward your completed certificate of insurance by fax to: 215-675-8280; or by email to: ar@easternhighreach.com.*

Minimum Insurance Requirements.

- a) Commercial General Liability (including premises liability, bodily injury, property damage, Contractual Liability and products and completed operations coverage) with the following minimum policy limits: \$2,000,000 in the aggregate and \$1,000,000 for each occurrence.
- b) Business Automobile Insurance with limits no less than \$1,000,000 per occurrence
- c) Follow-form Umbrella/Excess Liability coverage with the following minimum policy limits (not required if the per occurrence limit of your Commercial General Liability is at least \$2,000,000): \$1,000,000 in the aggregate and \$1,000,000 for each occurrence.
- d) Workers Compensation insurance as required by law.
- e) Inland Marine / Contractors Equipment – Leased and Rented Equipment coverage with Leased or Rented policy limits at least equal to the manufacturer's suggested list price of the rented equipment (Unless you elect and pay for Eastern's Damage Waiver Option).

Each certificate of insurance must be with an insurer "A" rated or better, and must include the following provisions:

- a) Eastern shall be named as an Additional Insured on the Commercial General Liability, and Umbrella/Excess Liability policies.
- b) Each insurance policy shall be primary with respect to the interest of Eastern and any insurance maintained by Eastern shall be deemed excess and non-contributory.
- c) Any Boom or Overload Exclusion must be deleted from the Inland Marine / Contractors Equipment policy
- d) Each insurance policy shall provide Eastern with a waiver of subrogation.
- e) General aggregate limits should apply on a per project basis.
- f) Eastern shall be named as a Loss Payee with respect to each policy covering leased or rented equipment.
- g) No insurance shall be cancelled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Eastern.

The above insurance coverage is only intended to serve as a minimum requirement for renting equipment from Eastern. Notwithstanding the minimum insurance requirements set forth above, Customer shall at all times maintain and carry, at its sole cost, sufficient liability, physical damage, public liability, property damage, inland marine (in excess of damages covered by Eastern's Damage Waiver Option, if elected) and casualty insurance, including all risks of loss or damage covered by the standard extended coverage endorsement to cover any damage or liability arising from the handling, transportation, maintenance, operation or use of the equipment during the entire rental period. When requested, Customer shall supply Eastern proof of such insurance by certificate of insurance clearly setting forth the above coverages. You further acknowledge and agree that if Eastern rents customer equipment without requiring proof or evidence that you have complied with the minimum insurance requirements, such does not relieve you of your indemnification obligations set forth herein.

DAMAGE WAIVER. The Damage Waiver ("DW") is selected for specific equipment in advance of rental. As a condition precedent to applying the DW to any damage to equipment you rented from Eastern with DW, you must (i) fully comply with the terms of your contract, and (ii) your account with Eastern must be current for all equipment rented at the time of the loss, theft, or damage to the equipment.

Damage Waiver Exceptions.

The DW does not apply to accessory equipment (i.e., tires, welding leads, electric cords, bits, batteries, blades, hoses, tanks, harnesses, cables, etc.), personal injuries or property damage caused by your operation of the equipment, or damage or loss caused by:

- a. Customer’s use or operation of equipment in a manner inconsistent with the manufacturer’s instructions or applicable federal, state, and/or local law.
- b. Theft, mysterious disappearance, or failure to return the equipment for whatever reason.
- c. Flood, storm, earthquake, or other acts of God.
- d. Overloading or exceeding rated capacity.
- e. Intentional misuse or abuse.
- f. Claims covered by your insurance policies.

Customer must immediately notify Eastern of any loss or damage to equipment. **THE DAMAGE WAIVER(DW) IS NOT INSURANCE.** The DW is not intended to cover damage or loss covered by insurance policies required by the Certificate of Insurance Requirements or the Customer’s Indemnification Obligations. You are still responsible for all personal injuries or property damage caused by your operation of the equipment, and agree, promise, and covenant that if you have insurance covering any loss or damage regardless of whether DW applies, you will exercise all rights available to you under your insurance policy and take all action necessary to process such claim. You further agree, promise and covenant to assign any such claim and any and all proceeds from such insurance to Eastern, and, upon request, furnish Eastern with the name of your insurance agent, insurance company, claim number, and any information concerning your insurance coverage or claim for the loss or damages. **If you breach any of the agreements, promises and/or covenants set forth herein, you hereby agree, promise and covenant to pay all Eastern’s damages, costs, and expenses (including attorneys’ fees) related to the foregoing or enforcing the foregoing.**

ENTIRE AGREEMENT/ONLY AGREEMENT. This written agreement in conjunction with any invoices represent the entire agreement between Customer and Eastern. There are no oral or other representations or agreements not included herein. None of Eastern’s rights or Customer’s rights may be changed and no extension of the terms of this agreement may be made except in writing, signed by both Eastern and Customer. The use of Customer’s purchase order number on this agreement is for Customer’s convenience only.

NO ASSIGNMENT, LENDING OR SUBLETTING. Customer shall not sub-lease, sub-rent, assign or load the Equipment, and any such action by Customer shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the front page of this form unless Eastern approves otherwise in writing.

MISCELLANEOUS. Any failure of Eastern to insist upon strict performance by Customer of any terms and conditions of this agreement shall not be construed as a waiver of Eastern’s right to demand strict compliance. Customer has carefully reviewed this agreement and waives any principle of law, which would construe any provision hereof against Eastern as the draftsman of this agreement. Unless Eastern, in its sole discretion, elects otherwise, Customer hereby agrees to arbitrate any and all disputes arising out of or related to the Equipment being provided to Customer in accordance with the American Arbitration Association’s rules for Commercial Arbitration then in effect. The decision of the Arbitrator will be final and binding. If Eastern elects to decline arbitration, the parties hereby waive their respective right to trial by jury in any civil action. Customer further consents to personal jurisdiction in any state or federal court covering Montgomery County, Pennsylvania and promises that if it initiates a civil action, it will do so in a state or federal court covering Montgomery County, Pennsylvania. This agreement will be governed by the laws of the Commonwealth of Pennsylvania. Customer agrees to pay all reasonable costs, attorneys’ fees and other expenses incurred by Eastern in the collection of any charges due under this rental agreement or in connection with the enforcement of its terms or the breach thereof.

Master Agreement Terms and Conditions in larger type provided to customer, also available upon request, & provided on our website www.easternhighreach.com.

INTENDING TO BE LEGALLY BOUND HEREBY, Customer has set its signature below indicating that, the person signing below is an authorized agent of the Customer for the purposes of binding the Customer, that Customer has read, understands and agrees to the terms set forth herein including, but not limited to, Eastern’s limitations of liabilities and warranties, Customer’s indemnification obligations, Customer’s insurance requirements, and the Damage Waiver Option including applicable exclusions and limitations.

Customer: _____ Date: _____

Printed Name and Title: _____ Signature: _____

Eastern HighReach Co. Inc., 331 Maple Avenue Horsham, PA 19044 / phone#: 215-675-0200 / fax#: 215-675-8280

CRIMINAL WARNING: The use of false identification to obtain the Equipment or the failure to return the Equipment by the date due in may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.