



RENTAL POLICY AND AERIAL ADDENDUM

One Call Holdings LLC dba One Call Rentals

Equipment Rental Terms • Boom Lifts • Scissor Lifts • Man Lifts • Rough-Terrain & Other Aerial Platforms

This document contains the **Rental Policy** (Part I) and the **Aerial Equipment Addendum** (Part II) of One Call Holdings LLC dba One Call Rentals (“**One Call**”). Part I governs every rental. Part II applies in addition to Part I whenever the Customer rents any aerial or elevating work platform. Both Parts are incorporated into the Customer’s rental contract, invoice, and/or credit application. Where the terms conflict as to aerial equipment, the terms providing the greatest protection to One Call control. The Customer identified below agrees to all terms by signing this document or by taking possession of the Equipment.

Renter (Customer) Legal Name: _____	Rental Agreement / Contract No.: _____
Job Site / Delivery Address: _____	Rental Date: _____
Renter Contact & Phone: _____	Expected Return Date: _____

PART I — RENTAL POLICY

General terms and conditions applicable to all equipment rentals

1. DEFINITIONS

“Authorized Individuals” are those individuals that Customer directly or indirectly allows to use the Equipment, are properly trained to use the Equipment and are not under the influence of any drugs, alcohol, substances or otherwise impaired. “Customer” is identified on the front side hereof and includes any of its representatives, agents, officers, employees or anyone signing this Contract on its behalf. “Equipment” is the equipment and/or services identified on the front side hereof, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. “Incident” is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. Equipment is considered “Lost” when it is either stolen, its location is unknown or Customer is unable to recover it for a period of 30 days. “MSLP” is the Equipment manufacturer’s suggested list price on or about the date of the Incident relating to the Equipment. “One Shift,” means not more than 8 hours per day and 40 hours per week. “Ordinary Wear and Tear” means normal deterioration considered reasonable in the equipment rental industry for One Shift use. “Pick-Up Number” is the number Customer obtains from One Call Holdings LLC. dba One Call Rentals evidencing the Customer’s call to pick up Equipment. “Rental Period” commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by One Call Holdings LLC dba One Call Rentals during normal business hours, provided Customer has otherwise complied with this Contract. “RPP” is the rental protection plan described in Section 10. “Site Address” is the location that Customer represents the Equipment will be located during the Rental Period (identified on the front side hereof). “Store” is the One Call Holdings



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LLC dba One Call Rentals location identified on the front side hereof. "One Call Holdings LLC. is One Call For It and its affiliated companies, their respective officers, directors, employees and agents.

2. TERMS

Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract and all of its terms. Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. All of the terms herein are incorporated into this and all past and future contracts between One Call Holdings LLC dba One Call Rentals and Customer upon Customer's receipt of One Call Holdings LLC dba One Call Rentals's Equipment under those contracts. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. Customer rents the Equipment from One Call Holdings LLC dba One Call Rentals pursuant to this Contract. Customer shall pay One Call Holdings LLC. dba One Call Rentals the rental rates and other charges described herein when due, return the Equipment to One Call Holdings LLC dba One Call Rentals as required herein and otherwise comply with this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of One Call Holdings LLC dba One Call Rentals and (b) shall not be affixed to any other property.

3. PERMITTED USE

Customer agrees that One Call Holdings LLC. dba One Call Rentals has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer shall inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes One Call Holdings LLC dba One Call Rentals to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify One Call Holdings LLC dba One Call Rentals if the Equipment is Lost, damaged, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from One Call Holdings LLC dba One Call Rentals all information needed or requested regarding the operation of the Equipment; (e) One Call Holdings LLC dba One Call Rentals is not responsible for providing operator or other training unless Customer specifically requests in writing and One Call Holdings LLC dba One Call Rentals agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only Authorized Individuals shall use and operate the Equipment; (g) the Equipment's use shall be in a careful manner, in compliance with all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

4. PROHIBITED USE

Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety equipment or instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without One Call Holdings LLC dba One Call Rentals's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic); or (e) allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).



5. MAINTENANCE

Customer shall perform routine inspections of Equipment. All other maintenance or repairs may only be performed by One Call Holdings LLC dba One Call Rentals or its agents, but One Call Holdings LLC dba One Call Rentals has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If One Call Holdings LLC dba One Call Rentals determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges and rental of the Equipment until the repairs are completed. One Call Holdings LLC dba One Call Rentals has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants One Call Holdings LLC dba One Call Rentals and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. One Call Holdings LLC dba One Call Rentals shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for One Call Holdings LLC dba One Call Rentals's breach of this Section. Notwithstanding One Call Holdings LLC dba One Call Rentals's service commitment, One Call Holdings LLC dba One Call Rentals shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6. CUSTOMER LIABILITY

DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify ONE CALL HOLDINGS LLC dba One Call Rentals, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until One Call Holdings LLC dba One Call Rentals or its agents investigate; (c) immediately submit copies of all police or other third party reports to One Call Holdings LLC dba One Call Rentals; and (d) as applicable, pay One Call Holdings LLC dba One Call Rentals, in addition to other sums due herein the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the MSLP or (ii) the full charges of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. One Call Holdings LLC dba One Call Rentals shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7. NO WARRANTIES

One Call Holdings LLC dba One Call Rentals does not design or manufacture the Equipment and is not the agent of those that do. One Call Holdings LLC DBA ONE CALL RENTALS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST ONE CALL HOLDINGS LLC. DBA ONE CALL RENTALS ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES One



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Call Holdings LLC DBA ONE CALL RENTALS ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF One Call Holdings LLC DBA ONE CALL RENTALS'S OBLIGATIONS HEREIN.

8. RELEASE AND INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS One Call Holdings LLC DBA ONE CALL RENTALS'S ENTITIES HARMLESS AND AT One Call Holdings LLC DBA ONE CALL RENTALS'S REQUEST, DEFENDS One Call Holdings LLC DBA ONE CALL RENTALS'S ENTITIES (WITH COUNSEL APPROVED BY One Call Holdings LLC DBA ONE CALL RENTALS), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF, ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

9. INSURANCE

During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof, unless RPP is elected and paid for at the time of rental; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the 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 One Call Holdings LLC dba One Call Rentals and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for One Call Holdings LLC dba One Call Rentals 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 One Call Holdings LLC dba One Call Rentals with certificates of insurance evidencing the coverages required above prior to any rental and any time upon One Call Holdings LLC dba One Call Rentals's request. To the extent One Call Holdings LLC dba One Call Rentals carry any insurance, One Call Holdings LLC dba One Call Rentals's insurance will be considered excess insurance. 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.

10. RENTAL PROTECTION PLAN

Customer's repair or replacement responsibility in Sections 5 and 6 is modified by the RPP and One Call Holdings LLC dba One Call Rentals shall limit the amount One Call Holdings LLC dba One Call Rentals collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment: (a) 10% of the MSLP for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by One Call Holdings LLC dba One Call Rentals or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions are satisfied and an Exclusion does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to One Call Holdings LLC dba One Call Rentals or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does not reduce the liability of Customer to One Call Holdings LLC dba One Call Rentals for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (W) due to intentional misuse; (X) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to One Call Holdings LLC dba One Call Rentals); (Y) due to Acts of God, such as floods, wind, storms or earthquakes; and (Z) accessories or Equipment for which Customer is not charged the RPP fee. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, One Call Holdings LLC dba One Call Rentals retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. One Call Holdings LLC dba One Call For It All shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign One Call Holdings LLC dba One Call Rentals all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to One Call Holdings LLC dba One Call Rentals whatever documents are required and take all other necessary steps to secure in One Call Holdings LLC dba One Call Rentals such rights, at Customer's expense.

11. RENTAL RATES

The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified on the front side hereof (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to One Call Holdings LLC dba One Call Rentals; and (b)



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for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, in addition to all rental rates and other charges shown in this Contract, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Fee (described below). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. One Call Holdings LLC dba One Call Rentals collects these fees as revenue and uses them at its discretion.

12. PAYMENT

Customer shall pay amounts due, without any offsets, in full at the time of rental, unless One Call Holdings LLC dba One Call Rentals approves Customer's executed credit application (credit customers must pay, upon receipt of One Call Holdings LLC dba One Call Rentals's invoice). Customer must notify One Call Holdings LLC dba One Call Rentals in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At One Call Holdings LLC dba One Call Rentals's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate One Call Holdings LLC dba One Call Rentals for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes One Call Holdings LLC dba One Call Rentals to charge the credit card all amounts shown on this Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

13. RETURN OF EQUIPMENT

One Call Holdings LLC dba One Call Rentals may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to One Call Holdings LLC dba One Call Rentals in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If One Call Holdings LLC dba One Call Rentals delivered the Equipment to Customer, Customer shall notify One Call Holdings LLC dba One Call Rentals that the Equipment is ready to be picked up at the Site Address provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until One Call Holdings LLC dba One Call Rentals, confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment,



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Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified on the front side hereof, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14. PURCHASES

If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, One Call Holdings LLC dba One Call Rentals sells and delivers such items to Customer on an **"AS IS, WHERE IS"** basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to One Call Holdings LLC dba One Call Rentals of the full purchase price of the item, One Call Holdings LLC dba One Call Rentals retains title to the item until Customer has paid in full.

15. DEFAULT

Customer shall be in default if One Call Holdings LLC dba One Call Rentals deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon One Call Holdings LLC dba One Call Rentals's demand; or (f) is in default under any other contract with One Call Holdings LLC dba One Call Rentals. If a Customer default occurs, One Call Holdings LLC dba One Call Rentals shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of One Call Holdings LLC dba One Call Rentals's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. One Call Holdings LLC dba One Call Rentals shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST One Call Holdings LLC DBA ONE CALL RENTALS FOR SUCH REPOSSESSION.**

16. ENVIRONMENTAL FEE

To promote a clean and sustainable environment, One Call Holdings LLC dba One Call Rentals takes various measures to comply with applicable environmental regulations, as well as with One Call Holdings LLC dba One Call Rentals's own policies. One Call Holdings LLC dba One Call Rentals also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may 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, One Call Holdings LLC dba One Call Rentals charges an environmental fee, plus applicable taxes thereon in connection with certain rentals. The fee is not a tax or governmentally mandated charge. The fee is not designated for any particular use or placed in an escrow account but is a fee that One Call Holdings LLC dba One Call Rentals collects as revenue and uses at its discretion.



17. LIMITATION OF ONE CALL RENTALS' LIABILITY

IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT One Call Holdings LLC DBA ONE CALL RENTALS'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM ONE CALL HOLDINGS LLC DBA ONE CALL RENTALS, One Call Holdings LLC DBA ONE CALL RENTALS ENTITIES, 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 NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

18. JURY TRIAL WAIVER

IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND One Call Holdings LLC DBA ONE CALL RENTALS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

19. ARBITRATION AGREEMENT & CLASS ACTION WAIVER

AT THE ELECTION OF CUSTOMER OR ONE CALL HOLDINGS LLC. DBA ONE CALL RENTALS, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

20. COMPLIANCE WITH EXPORT AND IMPORT LAWS

Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain One Call Holdings LLC dba One Call Rentals consent prior to taking such action, and (b) execute an amendment to this Contract. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

21. GOVERNING LAW

The parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of Colorado, without regard to any conflicts of law principles and (b) if any Section of this Contract is



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prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

22. MISCELLANEOUS

This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including One Call Holdings LLC dba One Call Rentals lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by One Call Holdings LLC dba One Call Rentals to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (a) they both have full authority to execute, deliver and perform this Contract and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that One Call Holdings LLC dba One Call Rentals has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to One Call Holdings LLC dba One Call Rentals, and Customer shall make the payee "One Call Holdings LLC dba One Call Rentals".



PART II — AERIAL EQUIPMENT ADDENDUM

Additional terms for boom lifts, scissor lifts, man lifts, rough-terrain and other aerial platforms

This Aerial Equipment Addendum (this “**Addendum**”) supplements and is in addition to the Rental Policy in Part I. It applies whenever Renter rents, leases, uses, operates, or takes possession of any aerial or elevating work platform equipment from One Call (the “**Aerial Equipment**”), and its protections are cumulative with, and do not limit, those in Part I. Capitalized terms not defined here have the meanings given in Part I.

1. COVERED AERIAL EQUIPMENT

“Aerial Equipment” means any self-propelled, towable, vehicle-mounted, or manually positioned elevating or aerial work platform and all related components, attachments, batteries, chargers, outriggers, and accessories rented or supplied by One Call, including without limitation:

- Boom lifts (articulating and telescopic / “stick” booms);
- Scissor lifts (electric / slab and rough-terrain);
- Man lifts, personnel lifts, and vertical / push-around mast lifts;
- Rough-terrain scissor lifts and rough-terrain aerial platforms;
- Towable / trailer-mounted boom lifts (“cherry pickers”);
- Atrium, spider, and tracked lifts; telehandlers when fitted with a work-platform attachment; and
- Any other mobile elevating work platform (“MEWP”) or aerial device of any make, model, or capacity.

The enumeration above is illustrative and **not exhaustive**; this Addendum governs every aerial or elevating platform of any kind rented from One Call.

2. OPERATOR QUALIFICATION, TRAINING & AUTHORIZATION

Renter represents, warrants, and covenants that all persons who operate, occupy, supervise, or work in or around the Aerial Equipment will be:

- (a) **Trained, qualified, familiarized, and certified** to operate the specific type, make, and model of Aerial Equipment in accordance with all applicable requirements of the U.S. Occupational Safety and Health Administration (“OSHA”), including 29 C.F.R. § 1926.453 and § 1910.67, and the ANSI/SAIA A92 suite of standards, including A92.20, A92.22 (Safe Use), and A92.24 (Training);
- (b) At least eighteen (18) years of age, physically and mentally capable of safe operation, and not impaired by alcohol, cannabis, controlled substances, medication, or fatigue;
- (c) Specifically **authorized by Renter** to operate the Aerial Equipment, and instructed by Renter on the contents of the manufacturer’s operation and safety manual, all decals and warnings on the machine, and this Addendum; and
- (d) Responsible for completing a documented pre-use / pre-shift inspection and workplace hazard assessment before each use.

One Call is **solely an equipment lessor**. Any orientation, familiarization, demonstration, or delivery assistance One Call may provide is a courtesy only, does not make the recipient a “trained” or “qualified” operator, does not



transfer any of Renter's duties to One Call, and shall not be relied upon by Renter. Renter remains exclusively responsible for the training, qualification, authorization, and supervision of every operator and worker.

3. COMPLIANCE WITH LAWS, STANDARDS & MANUFACTURER INSTRUCTIONS

Renter shall, at its sole cost, comply with and be solely responsible for compliance with all federal, state, and local laws, regulations, codes, and ordinances, all OSHA and ANSI/SAIA A92 standards, and all manufacturer operating, safety, load, and maintenance instructions applicable to the possession, transport, operation, and use of the Aerial Equipment. Renter shall keep the manufacturer's manual with the machine at all times and shall not remove, deface, or obscure any decal, placard, warning, serial number, telematics device, or safety guard.

4. SAFE OPERATION & FALL PROTECTION

Without limiting Section 3, Renter shall ensure that at all times during use of the Aerial Equipment:

- (a) **Fall protection is worn and used** as required by law and the manufacturer. On boom-type and articulating/telescoping platforms, each occupant shall wear a full-body harness with a lanyard attached to the manufacturer's designated anchor point at all times; on all platforms, guardrails, mid-rails, gates, and toe-boards shall be in place and used, and occupants shall keep both feet on the platform floor and shall not climb, sit, or stand on rails.
- (b) The Aerial Equipment is operated only on firm, level, and adequately supported surfaces within the manufacturer's rated slope, and outriggers/stabilizers are deployed where required;
- (c) Rated load, occupancy, and horizontal/vertical reach limits are never exceeded, and loads are not hung from, nor forces applied to, the platform or rails;
- (d) The manufacturer's maximum wind-speed rating is observed and use ceases in adverse weather, including wind, lightning, ice, or storms; and
- (e) The work area is barricaded and controlled to protect operators, workers, pedestrians, traffic, and property from the machine, falling objects, and crushing/pinch hazards.

5. POWER LINES & PROHIBITED USES

Renter shall not, and shall not permit any person to:

- Operate the Aerial Equipment within the minimum approach distance of any energized electrical line or apparatus — at least ten (10) feet from lines rated 50 kV or less, plus additional clearance for higher voltages — and shall treat all overhead and underground lines as energized and deadly unless confirmed de-energized and grounded by the utility. The Aerial Equipment is NOT insulated and provides NO protection from electrocution;
- Exceed the rated lifting capacity, platform occupancy, or reach limits, or use the machine as a crane, hoist, jack, tow, or material lift, or to drag, push, or pull any object;
- Modify, alter, disable, bypass, or tamper with any control, alarm, tilt/level sensor, interlock, guard, or safety device, or repair or adjust the machine without One Call's prior written consent;
- Operate on soft, uneven, sloped, or unsupported ground, near excavations, drop-offs, floor openings, or in conditions exceeding the machine's rated grade or ground-bearing limits;



- Move or drive the machine with the platform elevated except as expressly permitted by the manufacturer, or use the platform to enter or exit at height, or as an anchor for other work;
- Operate indoors or in enclosed/poorly ventilated spaces with an internal-combustion machine, or use the machine in hazardous, classified, or explosive atmospheres;
- Operate while impaired, during electrical storms or high wind, or without a functioning pre-use inspection; or
- Sublet, sublease, loan, or relocate the Aerial Equipment to any person or job site other than as stated in the Rental Agreement, or transport it without proper securement and permits.

6. SITE CONDITIONS, GROUND SUPPORT & UNDERGROUND UTILITIES

Renter is solely responsible for the job site, including verifying ground-bearing capacity and overhead and underground clearances, locating and marking all underground and overhead utilities (including calling 811 / Colorado 811 before any work), providing a safe path of travel and set-up area, and ensuring the site is suitable for the Aerial Equipment. Renter accepts all responsibility for site conditions and for directing where and how the Aerial Equipment is positioned and used.

7. ASSUMPTION OF RISK — AERIAL OPERATIONS

Without limiting Customer's assumption of all risk in Part I, Section 6, Customer specifically acknowledges and assumes the risks unique to aerial work. **OPERATING AND WORKING IN OR AROUND AERIAL EQUIPMENT IS INHERENTLY DANGEROUS AND INVOLVES A RISK OF SERIOUS BODILY INJURY, PERMANENT DISABILITY, ELECTROCUTION, AND DEATH, AND OF PROPERTY DAMAGE, INCLUDING FROM FALLS, TIP-OVERS AND OVERTURNS, CRUSHING AND PINCH POINTS, CONTACT WITH POWER LINES OR OBJECTS, EJECTION, AND MECHANICAL FAILURE.**

CUSTOMER KNOWINGLY AND VOLUNTARILY ASSUMES ALL SUCH RISKS, whether known or unknown, on behalf of itself, its employees, agents, and all persons it permits to use or approach the Aerial Equipment, and accepts full responsibility for all resulting injury, loss, damage, and death.

8. ADDITIONAL INSURANCE FOR AERIAL EQUIPMENT

The insurance requirements of Part I, Section 9 apply in full to Aerial Equipment and are supplemented — not reduced — as follows. For any rental of Aerial Equipment, Customer's Commercial General Liability shall carry limits of not less than **\$1,000,000 per occurrence and \$2,000,000 general aggregate**, and Customer's property coverage on the Equipment shall **expressly include coverage for boom damage, tip-over, and overturn**. As required by Part I, Section 9, such policies shall be primary and non-contributory, contain a waiver of subrogation, and name One Call as additional insured and loss payee. Consistent with Colorado law, the additional-insured coverage is required only to the extent it insures One Call for liability arising from the acts or omissions of Customer.

9. INDEMNITY, RELEASE & COLORADO COMPLIANCE

The release and indemnification in Part I, Section 8 and the insurance obligations in Part I, Section 9 apply in full to the Aerial Equipment. To preserve their enforceability, they are subject to the following: *if and to the extent*



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this agreement is a “construction agreement” governed by C.R.S. § 13-21-111.5, no release, indemnity, or additional-insured obligation shall require Customer to indemnify or insure One Call against liability for damage arising out of death or bodily injury to persons, or damage to property, caused by the negligence or fault of One Call, and Customer’s obligation shall be limited to the degree or percentage of negligence or fault attributable to Customer and its officers, employees, agents, and subcontractors. Nothing in this document releases, waives, or requires indemnification for liability that may not lawfully be released under Colorado law, including One Call’s gross negligence or willful and wanton conduct. In all other respects, Sections 8 and 9 of Part I are enforced to the fullest extent permitted by law.

10. DAMAGE & LOSS WAIVER — AERIAL EQUIPMENT

The **Rental Protection Plan (RPP)** described in Part I, Section 10 is the **sole and exclusive** damage-and-loss waiver offered for all Equipment, including Aerial Equipment; there is no separate waiver product for Aerial Equipment. The RPP is **NOT INSURANCE** and applies only if it is accepted and paid for and all Conditions in Part I, Section 10 are satisfied.

For Aerial Equipment, and without limiting the Exclusions in Part I, Section 10, the RPP does **NOT** reduce Customer’s liability for, and Customer remains fully responsible for, loss or damage caused by: (a) tip-over, overturn, or submersion; (b) contact with power lines or energized apparatus; (c) operation by an untrained or unauthorized operator; (d) exceeding rated capacity, occupancy, or reach; or (e) any use in violation of this Addendum, OSHA/ANSI standards, or the manufacturer’s instructions.

11. AERIAL INCIDENT REPORTING

In addition to Customer’s obligations after an Incident under Part I, Section 6, Customer shall notify One Call **immediately, and in no event later than twenty-four (24) hours**, of any tip-over, overturn, fall, power-line contact, injury, death, or malfunction involving the Aerial Equipment, shall preserve the Aerial Equipment and the scene in their post-Incident condition, shall not repair, alter, move, or dispose of the Aerial Equipment or any component without One Call’s prior written consent, and shall cooperate fully with One Call and its insurers in any investigation.

12. RETURN — FUEL, CHARGE & CONDITION

In addition to Part I, Section 13, Customer shall return the Aerial Equipment fully fueled or fully charged and clean, with all decals, manuals, and accessories, and shall pay One Call’s charges for refueling, recharging, cleaning, missing components, and repairs beyond Ordinary Wear and Tear.

13. ORDER OF PRECEDENCE; EFFECT OF ADDENDUM

This Addendum supplements and is read together with Part I. Except where this Addendum expressly modifies Part I, all terms of Part I — including the disclaimer of warranties (§7), limitation of liability (§17), jury-trial waiver (§18), arbitration and class-action waiver (§19), governing law and severability (§21), and miscellaneous terms (§22) — remain in full force and apply to the Aerial Equipment and are not repeated here. Where a term of this Addendum directly conflicts with Part I as to Aerial Equipment, the term providing the greatest protection to One Call controls.



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BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND VOLUNTARILY AGREES TO THIS ENTIRE DOCUMENT — BOTH THE RENTAL POLICY (PART I) AND THE AERIAL EQUIPMENT ADDENDUM (PART II) — INCLUDING THE ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNIFICATION, DISCLAIMER OF WARRANTIES, JURY-TRIAL AND CLASS-ACTION WAIVERS, AND LIMITATION OF LIABILITY, AND THAT SIGNING IS A MATERIAL CONDITION OF THE RENTAL.

RENTER (CUSTOMER)

X _____

Authorized Signature

Printed Name: _____ Title: _____
Company: _____ Date: _____

AUTHORIZED OPERATOR ACKNOWLEDGMENT

The undersigned operator certifies that he/she is trained, qualified, and authorized to operate the Aerial Equipment and has read this Addendum.

X _____

Operator Signature

Printed Name: _____ Date: _____

ONE CALL RENTALS

X _____

Authorized Representative

Printed Name: _____ Date: _____