



## Second Page Hayden Machinery LLC

This Agreement ("Agreement") is for the rental of equipment described on the first page ("First"), including all parts of and accessories to such equipment ("Equipment"). This Agreement is between the person indicated on the First page as customer ("Customer") and Hayden Machinery LLC. Both parties acknowledge that this Agreement consists solely of all the terms written or printed on the first and second page. ("Second")

1) NATURE OF THIS AGREEMENT. This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this agreement. The Equipment is owned by Hayden Machinery LLC. Customer acknowledges that no one other than Hayden Equipment LLC may transfer or assign the equipment or any rights or obligations under this Agreement. Neither Customer nor any additional operators are agents of Hayden Machinery LLC. No one may repair or alter the Equipment without Hayden Machinery LLC's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify and hold Hayden Machinery LLC harmless for all loss, liability, and expense by reasons thereof.

2) WHO MAY OPERATE THE EQUIPMENT. Only Customer and the following persons with customer's permission ("Authorized Operators") may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employee's regular employment, or persons approved by Hayden Machinery LLC in writing.

3) RENTAL CHARGES. Customer will pay Hayden Machinery LLC on demand at the office listed on the First page, all rental, time, mileage, service, transportation, refueling service, and other charges and sums in accordance with this Agreement. The basic daily, weekly and the four week rental will entitle the customer to a maximum of 8 hours per day, 40 hours per week, 160 hours per 4 week. Hours in excess will be prorated at the following rates: Daily rental will be charged 1/8<sup>th</sup> the daily rate for every hour of overage. Weekly at 1/40<sup>th</sup> the rate and Four week rentals at 1/160<sup>th</sup> the four week rate for every hour of overage. Rentals are F.O.B. the Hayden Machinery LLC office designated on the first page unless otherwise specified. Shipping charges from Hayden Machinery LLC's location to the Customer's destination and return will be paid by Customer.

4) CUSTOMER'S RESPONSIBILITIES. Customer must return the Equipment to Hayden Machinery LLC in the same good and clean condition it is when the Customer receives it, ordinary wear excepted. The Equipment must be returned to Hayden Machinery LLC location by the Due Date specified on the first page, or sooner if demanded by Hayden Machinery LLC. Until such time as Hayden Machinery receives actual possession of the Equipment, Customer agrees to hold said

Equipment in a safe and secure manner. The Equipment will be used solely in Customer's business and kept only at Customer's place of business or at the job site listed on the First page and will not be moved without prior written consent of Hayden Machinery LLC. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service based upon manufacturers recommended maintenance schedule. This will include adjustments and lubrication of the Equipment including but not limited to: checking of the Equipment before each shift, checking and maintaining crankcase, transmission, cooling and fluid system's daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Hayden Machinery LLC.

5) RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental or in the Customer's or Authorized Operator's care, custody or control, whether exclusive or not due to the fault of the Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Hayden Machinery LLC promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the full replacement value of the Equipment, plus an administrative fee and Hayden machinery LLC related expenses, such as loss of use, appraisal fees or recovery costs. The cost of labor for repairs will be either Hayden Machinery LLC's then prevailing hourly rate for labor or the repairer's hourly rate charged to Hayden Machinery LLC for repairs as the case may be. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.

6) EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any rent when due or if Customer breaches any of the other terms of this Agreement, or if customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Hayden Machinery LLC.

7) INSURANCE. (A) General Liability for Injury / Damage to Third Parties – Customer will, at its own expense and at all times during the term of this Agreement, maintain in force applicable liability insurance policies as described below, each of which shall include Liability limits written on a combined single limit basis of not less than \$1,000,000 per occurrence: (1) For Equipment Rental which must include contractual liability coverage. (B) Property Insurance/Physical Damage Insurance – The Customer will, at its own expense and at all times during the term of this Agreement, maintain in force Property/Physical Damage insurance in the amount adequate to cover any damage to, or loss of, the Equipment

being rented under this Agreement. Customer's policies must provide coverage for non-owned Equipment. (C) Customer will, on demand, furnish Hayden Machinery LLC with a Certificate of Insurance. If insurance is unavailable Hayden Machinery LLC can provide a Loss/Damage waiver for an additional 14% of the rental rate. If proof of insurance is not provided by Customer prior to delivery to job site then the Loss/Damage (14%) will go into effect and be charged until proof of insurance is verified.

8) INDEMNIFICATION. For and in additional consideration of providing the Equipment herein, Customer will defend, indemnify and hold harmless Hayden Machinery LLC, its subsidiaries, parent company and its their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of Customer, as a result of the maintenance, use, possession, operation, erection, dismantling, servicing or transportation of the Equipment or Customer's failure to comply with the terms of this Agreement, even if such liability results in the repairer's hourly rate for labor charged any part from the ordinary negligence of Hayden Machinery LLC, its agents or employees. Customer will, at its expense, comply with all Federal, State, and local laws and regulations affecting the Equipment and its use, operation, erection, design and transportation, including without limitation, licensing and building code requirements and will defend, indemnify and hold Hayden Machinery LLC harmless from all loss, liability or expense resulting from actual or alleged violations of any such laws, regulations or requirements.

9) CONDITION OF THE EQUIPMENT. Customer acknowledges having examined the Equipment upon its delivery to Customer the acceptance that the Equipment is in good mechanical condition at that time. If during Customer's possession of the Equipment, it is found by Customer not to be in good mechanical condition, Hayden Machinery LLC will fix or replace said Equipment.

10) FUELING SERVICE CHARGE. Hayden Machinery LLC agrees to provide the Equipment to Customer with full fuel tanks and Customer agrees to return the Equipment with full fuel tanks. Customer agrees to pay Hayden Machinery LLC applicable refueling service charge if Equipment is not returned with full tanks.

11) MERGER/MODIFICATION/SEVERABILITY. This agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No change, modification or alteration of the terms hereof will be effective against Hayden Machinery LLC. Customer's execution of this instrument and/or acceptance of delivery of any part of the Equipment to be furnished hereunder shall constitute Customer's acceptance of all the terms and conditions contained herein.

This Agreement shall be governed and construed by the laws of the STATE of MISSOURI.

