

Rental Damage Waiver (“RDW”) is an optional product described in this addendum (the “Addendum”) that modifies certain terms of the Rental Agreement entered between Sick Brothers, LLC and Customer. The definitions set forth in Section 1 of the Rental Agreement apply to this Addendum.

NOTICE:

FOR ALL RENTALS OF EQUIPMENT NOT LICENSED FOR ROAD USE, YOU MUST EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH SECTION 18 OF THE RENTAL AGREEMENT TERMS AND CONDITIONS OR PURCHASE THE RENTAL DAMAGE WAIVER. THE PURCHASE OF THE RENTAL DAMAGE WAIVER FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF INSURANCE AS REQUIRED BY SECTION 18.

RDW IS NOT INSURANCE. RDW IS AVAILABLE TO CUSTOMERS IN CONNECTION WITH THE RENTAL OF EQUIPMENT FROM SICK BROTHERS, LLC AND MUST BE EXECUTED SIMULTANEOUSLY WITH A RENTAL AGREEMENT. FOR AN ADDITIONAL CHARGE, RDW OFFERS A DAMAGE WAIVER TO LIMIT YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE RENTAL EQUIPMENT. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE COVERAGE AFFORDS YOU COVERAGE FOR DAMAGE TO OR THEFT OF THE RENTAL EQUIPMENT AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. READ THIS ADDENDUM CAREFULLY BEFORE SIGNING.

TERMS AND CONDITIONS:

In return for payment at the fee set forth in the Rental Agreement, Sick Brothers, LLC agrees to limit its rights under sections 9 and 18 thereof as follows:

A. DAMAGE WAIVER

Subject to the conditions set forth herein, Sick Brothers, LLC waives its rights to collect amounts from Customer exceeding the lesser of 10% of replacement value of the Equipment, 10% of the cost of repairs, or \$500, plus applicable state and local taxes, from losses arising from theft of or direct physical damage to the Equipment.

B. USER

Customer agrees that Customer, or a permissive user of a Customer, will be the only driver of any Sick Brothers, LLC vehicle, and that Customer will not use the vehicle in violation of any terms of the Rental Agreement or law.

C. EXCLUSIONS

Sick Brothers, LLC. will not waive a claim for loss or damage to tires and tubes caused by blow out, bruises, cuts, punctures or other cause inherent in the use of the Equipment; or resulting from intentional abuse of Equipment. Such losses shall remain subject to Section 9 of the Rental Agreement.

D. FEE

Customer shall pay a fee equal to 10% of the charges under the Rental Agreement in exchange for participation in RDW as set forth in this Addendum.

E. AUTHORITY TO SIGN

Any Individual signing this Addendum represents and warrants that he or she is of legal age, and has the authority and power to sign the Addendum on their own behalf or for the Customer.

1. DEFINITIONS. “Rental Agreement” means this Rental Agreement, including the front and back pages of the Rental Agreement, as well as any Addendum attached hereto. “Sick Brothers, LLC” means the corporate subsidiary of Sick Brothers, LLC identified on the first page of this Rental Agreement from whom the customer has rented the Equipment. “Equipment” means any one or more of the items identified as such on the first page of this Rental Agreement and any accessories, attachments or other similar items delivered to Customer, including, but not limited to air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. “Customer” means the person or entity identified as such on the first page of this Rental Agreement or any representative, agent officer or employee of Customer. “Store Location” means the Sick Brothers, LLC address in the upper right-hand corner on the first page of this Rental Agreement. “Rental Period” means the period between the “Date Out” and “Date Due In”, set forth on the first page of this Rental Agreement, except that the Rental Period may terminate earlier as provided in Sections 17 and 22 hereof.

2. AUTHORITY TO SIGN. Any individual signing this Rental Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Rental Agreement on their own behalf or for the Customer.

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3. INDEMNITY / HOLD HARMLESS. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD SICK BROTHERS, LLC AND ANY OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY, OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST SICK BROTHERS, LLC BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY SICK BROTHERS, LLC FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF SICK BROTHERS, LLC IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE CONTRACT.

4. INSPECTION OF EQUIPMENT. Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customers' needs. Customer further acknowledges that Customer has inspected the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road use, prior to taking possession thereof, and such propulsion tank contained no dyed fuel. Customer is familiar with the proper operation and use of each item of Equipment Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges Sick Brothers, LLC are not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors.

5. LIMITATION OF LIABILITY. In no event shall Sick Brothers, LLC be responsible to Customer or any other party for any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use, Sick Brothers, LLC, failure to deliver the Equipment as required hereunder or Sick Brothers, LLC's failure to repair or replace non-working Equipment or (ii) Sick Brothers, LLC be liable for any incidental, consequential, punitive or special damages. Customer acknowledges and assumes all risks inherent in the operations, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to Sick Brothers, LLC, and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

6. USE OF EQUIPMENT. Customer will not use or allow anyone to use the 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. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A. and the Internal Revenue Code) which may apply to the use of the Equipment. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS FROM ALL FINES, PENALTIES AND COSTS INCURRED BY SICK BROTHERS, LLC INC. DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES, Customer agrees to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the Equipment daily and to immediately notify Sick Brothers, LLC when Equipment needs repair or maintenance. Customer acknowledges that Sick Brothers, LLC have no responsibility to inspect the Equipment while it is in Customer's possession. Sick Brothers, LLC shall have the right to replace Equipment with other similar equipment at any time and for any reason.

7. DISCLAIMER OF WARRANTIES. SICK BROTHERS, LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, SICK BROTHERS, LLC DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.

8. MALFUNCTIONING EQUIPMENT. Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify Sick Brothers, LLC. If such condition is the result of normal operation, Sick Brothers, LLC will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. Sick Brothers, LLC have no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within 24 hours from the time of defect in order to terminate rental charges.

9. RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT. At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during Sick Brothers, LLC regular business hours, such Equipment to be in the condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. If Sick Brothers, LLC has agreed to pick up the Equipment from the Customer, Customer shall notify Sick Brothers, LLC in writing that the Equipment is off rent and shall obtain an off-rent confirmation number from Sick Brothers, LLC. Sick Brothers, LLC shall endeavor to pick up the Equipment within a commercially reasonable period after the Equipment is call off-rent. Customer shall be liable for all damages to or damages to or loss of the Equipment from the time the Equipment leaves the Store Location until The Equipment is (a) returned to the Store Location, including any damage during transit to or from Customer; or (b) picked up by Sick Brothers, LLC after issuance of an "off rent" confirmation number. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Sick Brothers, LLC then the full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Sick Brothers, LLC the reasonable cost of repair and pay rental on the Equipment at the regular rate until repairs have been completed. Sick Brothers, LLC shall be under no obligation to commence repair work until Customer has paid to Sick Brothers, LLC the estimated cost therefor.

10. 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 (8 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, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) except where Sick Brothers, LLC expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative 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, corrosion or 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 Sick

Brothers, LLC and in the manner, which will not adversely affect the operation, manufacturer's design or value of the Equipment.

- 11. LATE RETURN.** Customer agrees that if the Equipment is not returned by the end of the Rental Period, Sick Brothers, LLC in its sole discretion, may require Customer to do any of the following: (a) continue to pay the rental rate(s) applicable to the Equipment as specified on the front page of this Rental Agreement, (b) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment, or (c) pay an increased rental Rate(s) in effect at the time of, or after, the expiration of the Rental Period.
- 12. RENTAL PERIOD / CALCULATION OF CHARGES.** Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is returned to the Store Location during Sick Brothers, LLC regular business hours. Rental charges do not include the cost of fuel, any applicable taxes, cost of delivery and pick-up of the Equipment, transportation surcharges, environmental charges or other miscellaneous charges. In the event that Sick Brothers, LLC has agreed to pick up the Equipment from Customer, Customer shall notify Sick Brothers, LLC in writing that the Equipment is "off rent" and obtain an "off rent" confirmation number from Sick Brothers, LLC, at which time rental charges shall no longer be assessed, unless otherwise provided herein. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an 8-hour day, 40 hours per week and 160 hours per 4-week period. On power equipment, operations in excess of one shift will be as follows; 1.5 times the rental charges for double shift and 2 times the rental charges for triple shift. Customer will truthfully and accurately certify to Sick Brothers, LLC the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of this Rental Agreement. TIME IS OF THE ESSENCE.
- 13. DEPOSIT.** In addition to securing the payment of rental charges hereunder. Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by Sick Brothers, LLC as a result of the breach.
- 14. PAYMENT.** All amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental charges is essential of Sick Brothers, LLC business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Sick Brothers, LLC agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law.
- 15. TITLE / NO PURCHASE OPTION / NO LIENS.** This Rental Agreement is not a contract of sale, and title to the Equipment shall always remain with Sick Brothers, LLC unless covered by a specific supplemental agreement signed by Sick Brothers, LLC. Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.
- 16. TIRE AND TUBE REPAIR OR REPLACEMENT.** Repair or replacement of tires and tubes is the responsibility of Customer and is not in the rental rate.
- 17. DEFAULT.** Customer shall be deemed to be in default should Customer in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Agreement, or should Customer become "insolvent" (as defined herein), or should Sick Brothers, LLC anticipate that Customer may become insolvent or that Customer may otherwise become in default. If Customer is in default, Sick Brothers, LLC may do any one or more of the following: (a) terminate the Rental Period; (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (c) cause Sick Brothers, LLC employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and re-possession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay costs and expenses incurred by Sick Brothers, LLC in retaking and repossessing; or (d) pursue any other remedies available by law. Customer shall be considered "insolvent" if Customer (i) shall generally not pay, or shall admit its inability or anticipated inability to pay its debts as such debts become due; or (ii) shall make assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether in effect; or (iv) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication is made; or (v) shall take any action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties.
- 18. CUSTOMER'S INSURANCE COVERAGE.** Customer agrees to maintain and carry, at Customer's sole cost, the following insurance; (a) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Such coverage will include, but not be limited to risk of loss arising out of maintenance, operation, possession or use of the Equipment; (b) commercial auto liability insurance with at least a per occurrence limit of \$1 million; and (c) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 14 04 form) for any property damage, bodily injury or personal and advertising injury arising out of the maintenance, operation, possession or use of the Equipment with combined single limits of insurance not less than \$1 million per occurrence and \$2 million in the aggregate. Customer shall obtain insurance policies that provide or are endorsed to provide that all insurance required hereunder is primary and noncontributory to any other insurance maintained by Sick Brothers, LLC. Sick Brothers, LLC shall be named an additional insured for liability insurance and additional loss for property insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this agreement shall include a waiver of rights of recovery against Sick Brothers, LLC or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Sick Brothers, LLC or its insurers. The policies required hereunder shall provide that Sick Brothers, LLC must receive not less than 90 days' notice prior to any cancellation. FOR RENTAL EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (I) ELECT TO NAME SICK BROTHERS, LLC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR X (II) ELECT TO PURCHASE THE RENTAL DAMAGE WAIVER.
- 19. NO ASSIGNMENT, LENDING OR SUBLETTING.** Customer shall not sublease, sub rent, assign or loan the Equipment without first obtaining the written consent of Sick Brothers, LLC, and any such action by Customer without Sick Brothers, LLC written consent shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Agreement unless Sick Brothers, LLC approves otherwise in writing. Sick Brothers, LLC may at any time, without notice to Customer transfer or assign this Rental Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.
- 20. ENTIRE AGREEMENT / ONLY AGREEMENT.** The Rental Agreement, including the front and back pages of the Rental Agreement, and any Addendum attached hereto, represents the entire agreement between Customer and Sick Brothers, LLC with respect to the Equipment and the rental of the Equipment. There are no oral or other representations or agreements not included herein. None of Sick Brothers, LLC rights or Customer's rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both Sick Brothers, LLC and Customer. Any use of Customer's purchase order number on this Rental Agreement is for Customer's convenience only and terms and conditions, whether oral or written, that are different or inconsistent with the terms contained are hereby rejected by Sick Brothers, LLC.
- 21. ORDER OF PRECEDENCE.** The terms and conditions of this Rental Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents.
- 22. OTHER PROVISIONS.**
- A. Any failure of Sick Brothers, LLC to insist upon strict performance by Customer of any terms and conditions of Rental Agreement shall not be construed as a waiver of Sick Brothers, LLC right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives and principle of law which would construe any provision hereof against Sick Brothers, LLC as the draftsman of this Rental Agreement.
- B. Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by Sick Brothers, LLC in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms.
- C. Customer shall pay the rental charge(s) without any offsets, deductions or claims.
- D. The federal and state courts in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Rental Agreement. **TRIAL BY JURY IS WAIVED.** In order to effect service of process on Sick Brothers, LLC, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the registered agent and the registered address that is on file with the Secretary of State for Sick Brothers, LLC. Sick Brothers, LLC shall be entitled to decrees of specific performance (without posting bond or other security) in addition to other remedies as may be available.
- E. Class action Waiver. Customer agrees that any claims or proceedings brought by Customer relating to this Rental Agreement will be conducted on an individual basis and not on a class-wide, collective, or representative basis and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue Sick Brothers, LLC as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Sick Brothers, LLC nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.
- F. Sick Brothers, LLC shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (i) permanent closure of the Sick Brothers, LLC Store Location or (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government or (iii) as otherwise set forth in this Rental Agreement.

CRIMINAL WARNING:

The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.