

CONTACT AND BUSINESS INFORMATION

Customer ("Applicant") Name

D.B.A / Trade Name

Mailing Address	City	State	Zip
Physical Address	City	State	Zip
Telephone	Fax	Email	

Corporation
 Partnership
 Federal/State/Local Government
 Sole Proprietorship
 Other

Federal ID #	Tax ID #	Years in Business
Dun & Bradstreet #	Has the company, its owners, or officers ever filed for bankruptcy? Yes / No	

Previous Business Name (if any)

Tax Exempt? If "Yes" Include Valid Tax Exempt Certificate

Bonding Agent Name Phone

Bonding Agent Address

BILLING INFORMATION

Preferred method for invoicing	<input type="checkbox"/> Mail (Default Method)	<input type="checkbox"/> Email	Invoicing Email
Accts Payable Contact	Phone	Email	
PO required? Yes / No	Job Name/# required? Yes / No	Monthly Statements required? Yes / No	

TERMS AND CONDITIONS

By applying herein for credit with Patriot Equipment Rental & Sales, Inc. ("Patriot"), Applicant agrees that this application is the property of Patriot and expressly authorizes Patriot to investigate Applicant's credit and financial information through any credit bureau or any other reasonable means including direct contact with past and present creditors. Applicant understands Patriot's payment terms are Net 30, unless otherwise agreed to in writing, and agrees to pay all invoices according to these terms. Applicant further understands that all past due accounts are subject to a 1.5% Finance Charge on All invoices 30 days or more past due, which is an annual percentage rate of 18% and agrees to pay such charges according to these terms, along with all costs of collection, including reasonable attorney's fees incurred by Patriot in collecting any past due balance. Applicant expressly consents to Patriot protecting its lien rights, including but not limited to, filing preliminary notices for work done in states where such notices are required. Applicant further agrees to be bound by Patriot's standard form rental contract in use at the time of each rental transaction, the terms and conditions of which are incorporated into this Credit Application in their entirety, regardless of whether Applicant executes such rental contract.

AUTHORIZED SIGNATURE The individual completing this Application warrants that he/she is authorized to do so and agrees to the above terms and conditions on behalf of Applicant, and that the information provided in this Application is true and accurate.

Authorized Signer's Name (Print)		Signature
Title	Phone	Email
SSN	Physical Address	

GUARANTY

In consideration of the extension of credit to _____ ("Customer"), the Undersigned guarantor(s) ("Undersigned") jointly, unconditionally and irrevocably guarantees to Patriot the full and prompt payment, performance and satisfaction by Customer of each and every one of its obligations to Patriot Equipment Rental & Sales, Inc. ("Patriot"), whether now in existence or arising on or after the date of this Guaranty whether absolute or contingent, and whether secured or unsecured, together with all fees and charges of whatsoever kind and nature arising therefrom relating thereto. The Undersigned further agrees to indemnify Patriot and hold it harmless from any loss, cost or expense (including, without limitation, reasonable attorney's fees and other costs of collection) arising from or as a result of any breach by Customer of its obligations to Patriot or any breach by the Undersigned of Undersigned's obligations under this Guaranty.

The Undersigned hereby waives demand for payment under this Guaranty, protest, presentment, any applicable homestead exemption(s), notice of acceptance of this Guaranty, all set-offs and counterclaims; and (e) all other notices customarily given and/or to which the Undersigned would otherwise be entitled. It is expressly understood that Patriot will not be required to exhaust its legal remedies for recovery against Customer before seeking payment from the Undersigned and that the Undersigned is obligated, absolutely and immediately, to pay any amount owed to Patriot by Customer and/or to perform any obligation due to Patriot by Customer immediately upon Customer's failure to timely pay or perform. This is intended to be, and is, a continuing Guaranty applying to all transactions effected or to be effected, between Patriot and Customer and shall not be revoked by the Undersigned except upon the receipt of written notice via certified mail with proof of delivery by Patriot from the Undersigned, addressed to the attention of Patriot's general counsel, to not enter into further agreements with Customer on the security of this Guaranty. Such revocation will only be effective with respect to any obligations by Customer arising after the date such written revocation was received by Patriot.

This Guaranty is governed by the laws of the State of California without regard to conflict of laws principles. The Undersigned and Patriot agree that any judicial proceeding to resolve claims relating to this Guaranty will be brought in the federal or state courts of Sacramento County, California. Both the Undersigned and Patriot consent to venue and personal jurisdiction in such courts. The Undersigned further agrees and authorizes Patriot to investigate Undersigned's credit and financial information through any credit bureau or any other reasonable means including direct contact with past and present creditors. The Undersigned has caused this Guaranty to be executed on the date set forth below.

Guarantor's Signature	Guarantor's Name Printed	Date
SSN	Physical Address	
Witness Signature	Witness Name Printed	Date

INSURANCE INFORMATION

Proof of insurance and naming Patriot as an additional insured on required certificate of insurance conforming to the coverage requirements set forth in Patriot's standard rental agreement is required. You will be charged for a Rental Protection Plan ("RPP") if you do not provide proof of required property insurance coverage by the invoice due date.

Insurance Company	Insurance Contact
Contact Phone	Contact Email

TRADE REFERENCES

Company, Contact, Email or Fax:

Company, Contact, Email or Fax:

Company, Contact, Email or Fax:

PATRIOT USE ONLY

Primary Contact - Rentals

Name	Title	Phone	Email
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Territory Account Manager (TAM)

Name	Title	Phone	Email
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RENTAL AGREEMENT

This Rental Agreement, together with the Patriot Equipment Rental & Sales Terms of Use (<https://www.patrioteqrs.com/terms/>), Privacy Policy (<https://www.patrioteqrs.com/privacy>) and Rental Protection Plan (<https://www.patrioteqrs.com/rental-protection-plan>) which are hereby incorporated into this Rental Agreement in their entirety (collectively the "Agreement"), is between the renter identified above ("Renter") and Patriot Equipment Rental & Sales ("Patriot"). **This Agreement sets forth the terms and conditions governing Renter's rental of the equipment described in the attached Description of Equipment including all parts and accessories, as well as any additional equipment Renter may subsequently rent from or through Patriot (collectively the "Equipment"). For avoidance of doubt the parties agree that this Agreement shall govern all future rentals of Equipment by Renter from the date hereof unless it has been superseded or amended by a new rental agreement or other writing in accordance with Section 15 below.** By entering this Rental Agreement, Renter is representing that he has read and agreed to the Terms of Use, Privacy Policy and Rental Protection Plan (if purchased) and understands that their terms are legally binding on Renter.

Section 1 Rental Period

The Rental Period will begin upon delivery of Equipment to Renter (unless otherwise agreed to) and end at the earlier of when Renter calls or texts Patriot to schedule pickup of the Equipment or 28 days after the beginning of the Rental Period. If Renter has not scheduled the Equipment to be picked up by the end of a given Rental Period, the Rental Period will automatically renew for an additional 28 day Rental Period. Renter may decrease the length of any renewal Rental Period by scheduling pick up of the Equipment prior to the expiration of the Rental Period. Patriot may elect to not renew the Rental Period at any time by notifying Renter prior to the expiration of the current Rental Period. Patriot shall have the right to replace the Equipment with other similar equipment at any time and for any reason.

Section 2 Billing and Rental Rates

Renter will be billed for all rental and other charges accumulated during the Rental Period at the conclusion of the Rental Period. Invoices are due by the date indicated on the invoice.

In calculating rental charges, Patriot will always apply the lowest qualified for rental rate to all portions of the Rental Period. For example, if the Rental Period lasts 9 days, the first 7 days will be billed as one week at the weekly rate and the remaining 2 days of the Rental Period will be billed as either 2 days at the daily rate or one week at the weekly rental rate depending on which is cheaper.

Equipment may be operated up to 8 hours per day, 40 hours week and 160 hours per month, unless specifically agreed otherwise. Additional usage hours during a given day, week, or month will be billed at the applicable prorated rate. For example, if Equipment is operated for 45 hours during a week, Renter will be billed for one week at the weekly rental rate and the additional 5 hours will be billed at the prorated weekly rate (weekly rate/40hrs). Rental rates for the Equipment will be set forth in the applicable purchase order confirmation, description of equipment, and/or schedule (each a "Rental Confirmation Document") issued to Renter in connection with each rental of Equipment pursuant to this Agreement. Renter agrees that it will be bound by and pay the rates set forth in any Rental Confirmation Document unless it notifies Patriot that there is an error in the Rental Confirmation Document within twenty-four (24) hours of such Rental Document being sent to Renter's email address or otherwise delivered to Renter.

Section 3 Inspection of Equipment and Acceptance Renter represents and warrants that Renter is capable of and qualified to inspect the Equipment to determine its condition, state of repair, whether it is in good working order, safe to use and suitable for Renter's intended use. Renter further represents that prior to taking possession of the Equipment and before attempting to use the Equipment (except to the extent necessary to perform such inspection) that it has inspected the Equipment, found it to be in good working order and repair, and fit for Renter's intended use. Renter will be deemed to have accepted the Equipment at the time it takes possession either by picking up the Equipment at an Patriot rental yard or by delivery of the Equipment to Renter's jobsite.

Section 4 Rental Protection Plan Election and Prepayment Deposit

Renter must either (1) provide Patriot with proof of insurance meeting the property insurance coverage requirements specified in Section 6 below and maintain current proof of insurance on file with Patriot while the Equipment is on-rent, or (2) purchase Rental Protection Plan ("RPP") coverage during any rental term where Renter has not provided Patriot with proof of current property insurance coverage meeting the requirements of Section 6. Subject to the terms and conditions of the RPP (<https://www.patrioteqrs.com/rental-protection-plan>), if RPP coverage has been purchased, Renter will only be responsible for the first \$1,000.00 of any loss, damage, or destruction of the Equipment.

Section 5 Taxes and Delivery Fees

Renter is responsible for determining and paying all sales, use, other applicable taxes, and any personal property tax surcharges or recovery fees that Renter may owe as a consequence of renting the Equipment and using any associated services provided by Patriot including, but not limited to, delivery fees.

Delivery fees will be calculated based on the type of Equipment being delivered or picked up, the requested delivery and pickup time, the distance of the delivery or pickup, and other relevant considerations. Delivery and pickup charges will be negotiated with the Renter prior to the pickup or delivery.

IN CALIFORNIA ONLY: Customer acknowledges that an estimated personal property tax reimbursement charge will be applied to all rented Equipment at a rate of up to 0.75% of the rental amount. By signing this Agreement, Customer agrees to pay this charge.

Section 6 Required Insurance Coverage

Renter will maintain and carry, at Renter's sole cost, the following insurance:

- a. Comprehensive or Commercial Form General Liability Insurance including, but not limited to, coverage for any property damage, bodily injury, personal injury, death, and contractual liability with a minimum limit of liability of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and
- b. Automobile Liability Insurance if Renter will be transporting with their own vehicle or trailer the Equipment on any public highways or byways, including underinsured and uninsured motorist coverage, with a minimum combined single limit of liability of \$1,000,000.00 per occurrence for bodily injury, personal injury, death and/or property damage.

Renter will also:

- a. Carry Property Insurance with a minimum limit of liability of \$100,000.00 per occurrence for damage or losses to equipment; or

- b. Purchase the Patriot Rental Protection Plan.

All insurance policies described above must contain, or be endorsed to contain, the following provisions:

- a. Patriot and its officers, directors, employees, agents, representatives, and assigns are to be covered as additional insureds on the general liability and automobile liability insurance policies and as loss payees on the property insurance policy;
- b. The Equipment Owner and his, her or its officers, directors, employees, agents, representatives, and assigns are to be covered as additional insureds on the general liability and automobile liability insurance policies and as loss payees on the property insurance policy;
- c. A waiver of rights of recovery against Patriot and the Equipment Owner, and their insurers, by the Renter and its insurers as well as a waiver of subrogation against Patriot, Equipment Owner, and their insurers; and
- d. A provision that Patriot must receive at least 30 days written notice prior to any cancellation or change in Renter's coverage.

Patriot reserves the right to require Renter to submit Certificates of Insurance and/or Letters of Endorsement verifying that Renter holds and carries policies meeting the above criteria and containing the specified endorsements.

Section 7 Renter's Representations and Warranties

- a. Renter represents and warrants that Renter is qualified to operate the Equipment and has obtained all necessary licenses, certifications, credentials, permits and variances required by the jurisdiction(s) in which Renter will operate the Equipment for operation of the Equipment and Renter's intended use of the Equipment and has met any other requirements or conditions set by such jurisdiction(s).
- b. Renter represents and warrants that only Renter or Renter's qualified agents or employees operating under Renter's direct supervision will operate the Equipment and that Renter has verified that every employee and agent who will be operating the Equipment has satisfied all requirements and conditions for operation of the Equipment set by the jurisdiction(s) where the Equipment will be operated including, but not limited to, obtaining any required licenses or certifications.
- c. Renter represents and warrants that Renter's use of the Equipment will be for legal purposes only and that Renter's use of the Equipment will comply with all applicable federal, state, local and other laws, rules, directives, regulations, ordinances, and requirements. **RENTER AGREES TO DEFEND, INDEMNIFY AND HOLD PATRIOT HARMLESS FROM ALL FINES, PENALTIES AND COSTS INCURRED BY PATRIOT FOR RENTER'S FAILURE TO COMPLY.**
- d. Renter represents and warrants that the Equipment will only be used and stored at the Job site(s) ("Delivery Address") identified in the Description of Equipment or other Confirmation Document, and the Equipment may not be driven or operated on public highways or byways. If at any time during the Rental Period, Renter wants to use or store the Equipment at another location(s), Renter may request permission from Patriot to use or store the Equipment at the additional location(s) by sending an email to info@Patriot.com. Renter may not use or store the Equipment at the additional location(s) unless and until Renter receives a confirmation email from Patriot approving the additional location(s).
- e. Renter represents and warrants that Renter is familiar with the manufacturer's specifications for the Equipment as contained in the manufacturer's operation and maintenance manual or other similar guide or manual, is qualified and able to perform any routine maintenance required or

recommended by the manufacturer for the Equipment, and will perform, at Renter's expenses, any such required or recommended maintenance in the manner and at the intervals specified or recommended by the manufacturer. Renter further represents and warrants that Renter will not use the Equipment in a manner that is likely to result in anything other than ordinary wear and tear of the Equipment and Renter acknowledges that, except as otherwise provided in this Agreement, Renter will be solely responsible for any damages to the Equipment beyond ordinary 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 basis, unless otherwise agreed. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper or dyed fuel, or maintenance of necessary oil, water and air pressure levels; (b) 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.

f. Renter represents and warrants that if at any time the Equipment is involved in an accident, suffers a malfunction, becomes unsafe, or is damaged Renter shall immediately cease using the Equipment and notify Patriot. If such condition is the result of a defect in the Equipment, Patriot will, if possible, repair the Equipment or replace the Equipment with similar equipment. Patriot has no obligation to repair or replace Equipment that was damaged due to negligence, misuse, abuse, or neglect. Renter's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accrued during the time the Renter was not able to use the Equipment due to the failure or defect.

g. Renter agrees that the electronic signatures, whether digital or encrypted, of its respective signatories are intended to authenticate such signatures and to have the same force and effect as the use and delivery of manual signatures and give rise to a valid, enforceable, and fully effective agreement to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any other similar state laws, acts, or statutes based on the Uniform Electronic Transactions Act.

Section 8 Risk of Loss and Indemnification

RENTER SHALL BE RESPONSIBLE FOR ALL LOSSES TO THE EQUIPMENT, UP TO THE FULL REPLACEMENT VALUE OF THE EQUIPMENT, DAMAGE OR INJURY CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION, POSSESSION OR USE, FROM THE TIME THE EQUIPMENT IS DELIVERED TO RENTER UNTIL THE TIME EQUIPMENT IS PICKED UP FROM RENTER BY PATRIOT OR OTHERWISE RETURNED TO PATRIOT'S CARE, CUSTODY, AND CONTROL. RENTER IS RESPONSIBLE FOR ALL DAMAGE INCLUDING TIRES. A CLEANING CHARGE WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT. A FUEL CHARGE WILL BE APPLIED TO ALL UNITS NOT RETURNED FULL OF FUEL. IN NO EVENT SHALL PATRIOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

A "Loss" is any loss to the Equipment including, but not limited to losses caused by theft, accident, misuse, damage (other than ordinary wear and tear) or destruction of the Equipment. After a Loss occurs, Renter shall immediately: (1) notify Patriot of the Loss; (2) notify the police of the Loss if the Loss is due to theft or other applicable cause(s); (3) secure and maintain the Equipment unless it is

not safe to do so; (4) cooperate with Patriot and/or its agents in investigating the Loss; and (5) in addition to all sums otherwise owed under this Rental Agreement and, except as modified by Renter's purchase of the Rental Protection Plan, pay Patriot the full cost of repairs for any damages to the Equipment or, if the Equipment is lost, stolen or destroyed, pay to Patriot the full replacement cost of the Equipment.

TO THE FULLEST EXTENT PERMITTED BY LAW, RENTER AGREES TO INDEMNIFY, DEFEND AND HOLD PATRIOT, 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 PATRIOT BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, RENTER SHALL NOT BE OBLIGATED TO INDEMNIFY PATRIOT FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF PATRIOT. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, RENTER 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 RENTER 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 AGREEMENT.

Nothing in this Section shall be construed to waive, limit, or otherwise reduce Renter's liability for any loss, damage, or injury arising out of Renter's possession, custody, operation and use of the Equipment, including liability to third parties.

Section 9 Disclaimer of Warranties PATRIOT 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 RENTER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, PATRIOT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL AGREEMENT.

Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Renter shall immediately cease using the Equipment and immediately notify Patriot. If such condition is the result of normal operation, Patriot will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. Patriot has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Renter's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure.

Section 10 Default

Renter shall be in default of this Agreement if Renter fails to pay any rent charges or other charges or fees when due or if Renter breaches any other terms of this Agreement, or if Renter becomes insolvent or ceases to do business as a going concern, or if a petition of bankruptcy is filed by or against Renter. In the event that the Renter is considered in default of this agreement, Patriot reserves the right to file Mechanic liens and or claim on any bond, on any and or all equipment leased, subject to all state and local ordinances in relations to the filing and claim on any lien/bond. All notifications will be sent via certified mail to any applicable party including, but not

limited to, General Contractor, Property owner, and Subcontractors. Any applicable fees, charges and interest due at time of claim are the responsibility of the Renter and shall be included in the total amount owed. All past due accounts are subject to a 1.5% finance charge on all invoices 30 days or more past due, which is an annual percentage rate of 18%. Renter agrees to pay all costs of collections, including attorney's fees and court costs, whether or not a lawsuit is filed.

Renter also agrees that in the event of Renter's default Patriot shall have, in addition to all rights and remedies at law or in equity, the right to enter onto the property where the Equipment is being held and to take all actions necessary to repossess the Equipment without legal process or notice. Renter hereby consents to such repossession and waives all claims for damages and losses caused by such repossession and shall pay all costs and expenses incurred by Patriot in repossessing the Equipment. Renter further agrees that exclusive jurisdiction and venue for any suit or collection action to enforce the terms of this Agreement shall lie in Sacramento County, California.

Section 11 Returned Payment

Should a payment on any account be returned by the bank for any reason, there will be a fee imposed by Patriot of \$35 to be due immediately, further, any account(s) that have a check returned by the bank shall be immediately suspended from credit terms and placed on a COD payment status for no less than 30 calendar days. Review of said account is subject to approval by Collections Manager.

Section 12 Credit Accounts

Any and all accounts are subject to suspension from credit at any time at the discretion of the Collection Manager if they become outstanding beyond established and approved credit limits or become delinquent outside of the agreed upon credit terms. Reinstatement of credit terms is at the discretion of the Collections Manager. Should an account be referred to "Collections," any and all legal fees, attorney fees, and collection fees associated with the collection of the outstanding debt, shall become the sole responsibility of the Renter and subject to any interest accrued per this agreement.

Section 13 Assignment

Renter shall not sublease, sub-rent, assign, loan, pledge as collateral, or otherwise encumber the Equipment or assign or attempt to assign any interest in the Equipment. Patriot can freely assign this Agreement its rights hereunder to affiliates and third parties.

Section 14 Title and Subordination

Title to the Equipment does not transfer to Renter, and Renter understands and agrees that Renter's rights to the Equipment pursuant to this agreement are subordinate to the rights of any bank, lender or other secured party holding a lien or other security interest against the Equipment. Renter shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

Section 15 Only Agreement

This Agreement along with any Addendums attached hereto and subsequent Descriptions of Equipment or other Confirmation Documents represent the entire agreement between Renter and Patriot with respect to Renter's rental of Equipment from Patriot. Any terms and conditions, whether oral or written, contained in any customer issued purchase order or similar document are rejected by Patriot to the extent they are inconsistent with or different from the terms contained herein. The terms and conditions of this Agreement shall control over any conflicting terms contained in a Confirmation Document, customer purchase order or similar document This Agreement

may only be altered, modified, amended or superseded by a writing signed by authorized representatives of each party hereto.

Section 16 Waiver, Severability & Assignment Patriot's failure to enforce a provision of this Agreement is not a waiver of its right to do so later. If a provision of this Agreement is found to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. Renter may not assign any of Renter's rights under this Agreement without the express written permission of Patriot and any attempt to do so will be void. Patriot may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest.

Section 17 Governing Law; Venue. This Agreement and the subject matter hereof shall be governed by the laws of the State of California. Any disputes shall be resolved in the courts of Sacramento County, California. The parties hereby waive the right to a jury trial to the fullest extent under the law.

By signing my name below, I acknowledge and affirm that I have fully read, understood, and agree to be bound by the terms and conditions contained in this Rental Agreement, the Patriot Terms of Use and Privacy Policy, that I am over 18 years of age, that I agree to use ElectronicRecords and Signatures, and that I have the power and authority to enter into this Rental Agreement for the rental of the equipment described in the attached Description of Equipment including all parts and accessories, as well as any additional equipment Renter may subsequently rent from or through Patriot.

Company Name

Signature and Title of Signer

Date