



## 35North Rental Terms and Conditions

This rental agreement ("Agreement") is made and effective by placing a rental order by and between 35North, and current user ("Customer"). By initiating the order, Customer agrees to be bound by these terms and conditions, whether or not Customer has read them. 35North may at its sole discretion modify these terms and conditions at any time and any modifications shall become effective immediately as posted on this site. By initiating this order, Customer indicates acceptance of the modified terms and conditions.

In consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **Inspection:** Customer has inspected and tested all of the Equipment being leased. Customer agrees that Equipment is in good working condition, acceptable to Customer, and free from damage or defect. Customer assumes all risks inherent in inspection and testing and shall be liable for all damage caused to Equipment, property, or persons during inspection and testing.
2. **No Warranty: Limitation of Liability:** Customer acknowledges and agrees that Equipment is being leased AS IS, without warranty or guarantee of any kind, expressed or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose, and that 35North assumes no responsibility, implied in fact or law, for the performance or non-performance of Equipment. 35North shall not be liable for any loss or damage of any kind, whether caused by negligence or otherwise, resulting from any delay, detention, late-delivery, non-delivery, defect, or deficiency in Equipment or other materials supplied, stored, repaired, transported, received, or processed, or the services of technicians, drivers, or any other personnel or service provided by or through 35North. Customer agrees not to institute any legal action or proceeding against 35North seeking damages from, or to impose liability on, 35North in contravention of the preceding sentence. Customer agrees to assign to 35North, prior to execution thereon, the amount of any judgment obtained by Customer against 35North in connection with this Agreement which exceeds the actual amount of money paid by Customer to 35North under this Agreement.
3. **Equipment Pick-up & Return:** Customer must pick-up and return Equipment at 35North's business premises during normal business hours. Customer is deemed to have taken delivery of Equipment, and therefore assumes all risk of loss thereof, from the time that Equipment is set aside from 35North's general rental inventory for Customer's use. 35North does not ship Equipment. Any arrangements with common carriers are the sole responsibility of Customer and must be made by Customer directly with the common carrier. All Equipment shipped to 35North by Customer must be shipped prepaid. Equipment will not be deemed to have been returned until all of the following conditions have been met: (i) Equipment has been returned to 35North's premises during normal business hours; (ii) an inventory has been completed and a list of any missing or damaged Equipment has been compiled; and (iii) the scheduled term of Customer's Agreement for the Equipment has expired.
4. **Rates, Charges, Etc.:** Rates and terms of payment are based upon credit information at the time of rental. Should there be any change in such information, Customer agrees that 35North may revise the same without further notice. The first rental day shall be the day of delivery to Customer. The last rental day shall be the day of return if such return is after 12PM. Equipment

rented at the daily rate will be charged for Sundays and Holidays if Equipment is actually used on such days. Customer agrees to pay 35North upon demand reasonable compensation, not to exceed the scheduled lease payments, for any losses 35North may sustain because of Customer's cancellation of all or part of an order. Customer agrees to pay all taxes, transportation charges, duties, broker fees, bond fees, and all other costs imposed upon the leasing or use of the Equipment. In no event, shall interest accrue or be payable by 35North with respect to any Customer deposit or prepaid rent.

6. Authorized Users: Customer agrees to keep Equipment leased hereunder in Customer's sole custody and control and will not sublet or assign any Equipment without the prior written consent of 35North. Customer will only allow Customer's duly qualified employees and/or agents to use Equipment and will not use any Equipment in violation of any applicable law, rule, or regulation, including, without limitation, foreign, federal, state, and municipal laws, rules, and regulations.
7. Damaged/Unreturned Equipment: If any item of Equipment is returned in an irreparably damaged condition or, for any reason (including, but not limited to, destruction, confiscation, theft or act of God), is not returned, Customer shall pay 35North the monetary value of such item. Customer specifically agrees that the monetary value of each item of Equipment is as per the list in 35North's office, a copy of which will be furnished to Customer upon request. If any item is returned in a damaged, but repairable condition, Customer shall pay to 35North the cost of such repairs as reasonably determined by 35North. In determining whether Equipment shall be replaced or repaired, 35North's judgment shall be conclusive upon Customer. In addition to Customer's liability for the replacement or repair cost of damaged or unreturned Equipment. Customer agrees to pay any amounts owing for damaged or unreturned Equipment within 15 days of 35North's invoice or written demand therefor. Accrued rental fees are not applicable to, nor may they be used as an offset against, any amounts owing hereunder for damaged or unreturned Equipment. In no event shall 35North's acceptance of returned Equipment be deemed a waiver by 35North of any claims that it may have against Customer, including, without limitation, any claim for latent or patent damage to the Equipment.
8. Title and Ownership: Customer specifically acknowledges and agrees that Customer is only leasing the Equipment, with no option or right to purchase the Equipment, and that all title to and ownership of the Equipment remains with 35North. Customer shall keep the Equipment free of all liens, levies, and encumbrances. Customer agrees not to remove, alter, or conceal any tag, nameplate, marking, serial number, or other evidence of 35North's ownership on or affixed to the Equipment.
9. Insurance: At all times from and after the delivery of Equipment to Customer, Customer shall maintain property damage insurance, at Customer's expense, in amounts and with insurance companies satisfactory to 35North, protecting 35North as an additional insured and providing for 10 days' written notice to 35North before any policy shall be modified or canceled. Prior to pick up of Equipment, Customer shall deliver a complete copy of such insurance policy to 35North.
10. Signer Authority/Liability: If Customer is a corporation, limited liability company or other entity, the person signing this Agreement on behalf of such entity hereby warrants that he/she has full authority from such entity to sign this Agreement on behalf of the entity.
11. Review of Agreement: Customer hereby acknowledges that, prior to execution hereof, Customer read this Agreement and fully understands all of its provisions.
12. Governing Law. This Agreement shall be construed and enforced according to laws of the State of Iowa.