Elsinore Valley Rentals, Inc
Your Rental Solution

MASTER RENTAL AGREEMENT

This Master Rental Agreement ("Agreement") forms part of the rental contract between Elsinore Valley Rentals, Inc. ("EVR") and the customer identified on the accompanying rental transaction page ("Customer"). The rental transaction page identifies the customer, equipment, rental rates, rental period, and other transaction-specific terms. Together, the rental transaction page, this Master Rental Agreement, and any applicable Damage Waiver Agreement constitute the rental contract. If the rental transaction page conflicts with this Master Rental Agreement, the transaction-specific terms on the rental transaction page control. Any applicable Damage Waiver Agreement governs the damage protection it expressly provides, subject to its terms and exclusions.

EVR owns or is authorized to rent the Equipment identified on the rental transaction page. CUSTOMER agrees to rent that Equipment at the rates and for the period stated on that page, subject to the combined rental contract.

1. Indemnity/Hold Harmless. CUSTOMER WILL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT THE EQUIPMENT RENTED, ALONG WITH ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS EVR, Inc. FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE EQUIPMENT RENTED, HOWEVER CAUSED.

2. Assumption of Risk/Release-Discharge of Liability. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE EVR, Inc. FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST EVR, Inc. WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW, EVR, Inc. FROM, AGAINST AND IN RESPECT OF ANY AND ALL LIABILITY, CLAIMS, LOSSES, JUDGMENTS, FINES, PENALTIES, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP, OR RENTAL OF THE EQUIPMENT, HOWEVER CAUSED.

3. Operators. No operators are furnished, directly or indirectly with the Equipment.

4. Receipt/Inspection of Equipment. CUSTOMER hires the Equipment on an "as is" basis. CUSTOMER acknowledges that it has, or will, personally inspect the Equipment prior to its use and finds it suitable for its needs. CUSTOMER acknowledges receipt of all items rented and that the Equipment is in good working order and repair and that CUSTOMER understands (without further instructions) its proper operation and use. CUSTOMER acknowledges that EVR, Inc. has inspected the Equipment and CUSTOMER agrees to fully inspect same prior to its use. CUSTOMER to provide any safety equipment required for use of Equipment.

5. Possession/Title. CUSTOMER'S right to possession of the Equipment commences upon Equipment leaving EVR, Inc. and terminates on the agreed return date. Retention of possession after this date

constitutes a material breach of this Agreement. Time is of the essence of this Agreement. Any extension of the Agreement must be agreed upon in writing. Title to the Equipment is and shall remain in EVR, Inc. Following a default that permits recovery under this Agreement and applicable law, EVR may recover the Equipment through lawful means. Recovery without judicial process may occur only without a breach of the peace. CUSTOMER shall cooperate in making the Equipment available for lawful recovery. If Equipment is levied upon, CUSTOMER shall notify EVR, Inc. immediately.

6. Rental Period/Rate/Payment. Rental period is for a maximum of twenty-four (24) hours unless a longer term is agreed among the parties. Rental rates are based upon single shift usage (eight hours per day, five days per week). If CUSTOMER makes greater use of the Equipment, it is agreed that the additional usage will be charged. Rental charges begin immediately upon Equipment leaving EVR, Inc. Rental charges end upon returning the Equipment to EVR, Inc. in an acceptable condition (ie: in EVR, Inc.'s sole determination) or agreed termination date. No allowance will be made for Saturdays, Sundays, holidays, or time in transit, nor for any period of time the Equipment may not be in actual use while in CUSTOMER's possession. If the Equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum. EVR, Inc. may terminate rental at anytime and retake the Equipment without further notice in case of violation by CUSTOMER of any terms or conditions of this Agreement. CUSTOMER agrees to pay any collection costs and attorney fees incurred in collection of this account or any dispute arising under this Agreement. CUSTOMER agrees to pay a monthly service charge 1.5% on all unpaid balances. CUSTOMER shall be liable for all damages (up to the full replacement cost of the equipment and loss of rental revenue) to or loss of the equipment and the liability incurred prior to equipment's return to EVR, Inc.

7. Ordinary Wear and Tear. CUSTOMER shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary, reasonable and proper use of the Equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to negligence; overturning; violation of law; overloading or exceeding rated capacities; breakage; improper use; failure to maintain; abuse; lack of cleaning; dirtying of Equipment by paint, mud, plaster, concrete, resin or any other material.

8. Compliance with Laws/Use of Equipment. CUSTOMER agrees not to use or allow anyone to use the Equipment for any illegal purpose or in any illegal manner or in an unsafe manner or in an unsafe condition. CUSTOMER agrees at its sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the Equipment during the rental period. CUSTOMER further agrees to pay all licenses, fines, fees, permits, registrations or taxes arising from use of the Equipment, including any subsequently determined to be due. CUSTOMER acknowledges responsibility for environmental compliance of the Equipment and CUSTOMER shall be responsible for all costs and expenses relative thereto. CUSTOMER shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the Equipment or use the Equipment. CUSTOMER shall not allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the Equipment; permit any repairs to be made to the Equipment without EVR, Inc.'s prior written permission; or, allow a lien to be placed upon the Equipment. CUSTOMER agrees to check filters, oil, fluid levels, air pressure, use, operation, maintenance, clean and visually inspect the Equipment at least daily and to immediately discontinue use and notify EVR, Inc. when Equipment is found to be in need of repair or maintenance or is not properly functioning. CUSTOMER acknowledges that EVR, Inc. has inspected the Equipment and has no

responsibility to inspect the Equipment while it is in CUSTOMER's possession. CUSTOMER (at its sole cost and expense) agrees to provide all maintenance to Equipment while in its possession by qualified personnel.

9. Return of Equipment. CUSTOMER agrees to return to EVR, Inc. the Equipment in as good condition as when received, ordinary wear and tear excepted by agreed return date. CUSTOMER shall be liable to pay for all damages to or loss to the Equipment (i.e.: at replacement cost) and liability incurred prior to Equipment's return to EVR, Inc. CUSTOMER shall be responsible for all costs incurred by EVR, Inc. recovering and returning damaged Equipment to its premises. If Equipment is to be "picked-up" by EVR, Inc., CUSTOMER agrees to provide a secure storage location and CUSTOMER accepts all risk including damage to and liability relative to Equipment for a period of time until the Equipment is picked-up by EVR, Inc. CUSTOMER further agrees that the Terms and Conditions of this Agreement shall govern all future "delivery without signature" deliveries should CUSTOMER fail or be unable to sign the Rental Agreement at time of delivery. **Theft and Vandalism.** To the extent permitted by law, CUSTOMER is responsible for theft of, disappearance of, and vandalism damage to the Equipment while in CUSTOMER's possession or control, including while awaiting pickup by EVR. CUSTOMER shall take reasonable precautions to secure the Equipment, safeguard keys, and prevent unauthorized access. CUSTOMER must notify EVR immediately upon discovering theft or vandalism, promptly report the incident to law enforcement, provide the report number when available, and cooperate with recovery and investigation efforts. Theft and vandalism are excluded from the Damage Waiver, and the Damage Waiver's $250 deductible does not limit CUSTOMER's responsibility for these losses. Amounts recoverable under this Agreement shall reflect legally recoverable, documented losses without duplicate recovery.

10. Disclaimer of Warranties. EVR, Inc. makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the Equipment is fit for CUSTOMER'S particular intended use, or that it is free of latent defects. EVR, Inc. shall not be responsible to CUSTOMER or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the Equipment. EVR, Inc. shall not be responsible for any defect or failure unknown to EVR, Inc. CUSTOMER'S sole remedy for any failure of or defect in the Equipment shall be termination of the rental charges at the time of failure provided that CUSTOMER notifies EVR, Inc. immediately of such failure and returns the Equipment to EVR, Inc. within twenty-four (24) hours of such failure. Purchase Orders. The use of CUSTOMER'S purchase order number on this Agreement is for CUSTOMER'S convenience and identification only and CUSTOMER'S purchase order terms shall not bind EVR, Inc. or supersede this Agreement.

11. Location of Equipment. CUSTOMER shall not move the Equipment from the address at which CUSTOMER represented it was to be used without the prior written notification of EVR, Inc..

12. Default. Should CUSTOMER in any way fail to observe or comply with any provision of this Agreement, EVR, Inc. may, at its option terminate this Agreement, retake the Equipment, declare any charges due and payable and initiate legal process to recover monies owed, and/or, pursue any other legal rights and remedies available to EVR, Inc. Exercise of any remedy available to EVR, Inc. shall not constitute an election of remedies or a waiver of any additional remedies to which EVR, Inc. may be entitled.

13. Retaking of Equipment. If for any reason it becomes necessary for EVR, Inc. to retake the Equipment, EVR's recovery of Equipment shall be conducted as provided in Section 5 and applicable law.

14. Attorney Fees. In the event an attorney is retained to enforce any provision of this Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.

15. Notice of Non-Waiver/Severability. Any failure of EVR, Inc. to insist upon strict performance by CUSTOMER as regards any provision of this Agreement shall not be interpreted as a waiver of EVR, Inc.'s right to demand strict compliance with all other provisions of this Agreement against CUSTOMER or any other party, nor shall such waiver be deemed to extend to any prior or subsequent failure to perform by CUSTOMER. The provisions of this Agreement shall be severable so that the unenforceability, invalidity, or waiver of any provision shall not effect any other provision.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of laws, rule, or provision that would cause the application of the domestic substantive laws of any other jurisdiction. The parties expressly and irrevocably agree and consent that any legal suit, action, or proceeding arising out of or relating to this Agreement may be instituted in any state, or federal court sitting in the county of Riverside, State of California, and by the execution and delivery of this Agreement, the parties expressly waive any objection which they may have now or hereafter to the venue of the jurisdiction in any such suit, action, or proceeding, and irrevocably submit generally and unconditionally to the jurisdiction of such courts in any such suit, action, or proceeding.

17. Notices. All notices and other communications required or permitted hereunder shall be in writing including any facsimile, transmission or similar writing, and may be given by any means selected by the sender. Each such notice or communication shall be effective (i) if sent by telecopy to the recipient's fax number given at the time of execution of this Agreement, when such telecopy is transmitted and the sender's telecopier confirms transmission, (ii) if sent by reputable overnight courier to the recipient's address given at the time of execution of this Agreement, one business day after being delivered to such courier, or, (iii) if sent by any other means, when actually received.

18. Entire Agreement, Assignability, Etc. This Agreement constitutes the entire Agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the transactions and matters contemplated hereby, and is not intended to confer upon any third parties any rights or remedies hereunder.

19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each representation, warranty, and covenant contained herein, will have independent significance. If any party breaches any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached will not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.

20. Delivery Authorization. CUSTOMER authorizes and agrees that EVR, Inc. may deliver Equipment at CUSTOMER'S job site and CUSTOMER acknowledges and agrees that if CUSTOMER is not present at time of delivery that CUSTOMER accepts the Equipment at time of delivery and CUSTOMER agrees to familiarize themselves with the Equipment and CUSTOMER specifically agrees to assume all responsibility for use, inspection, operation, operator training and familiarization of Equipment.

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This Master Rental Agreement forms part of the combined rental contract issued by Elsinore Valley Rentals, Inc. The Customer's signature on the rental transaction page acknowledges acceptance of this Master Rental Agreement and the other documents identified in that acknowledgment.