



MASTER RENTAL TERMS AND CONDITIONS

This rental is subject to the following Master Rental Terms and Conditions (Master Rental Agreement or "MRA").

1. Renter wishes to rent equipment from Mobile Barriers. This MRA supplements the terms that may be contained in this and other quotes or rental orders (herein referred to as an individual rental order or "IRO") that may be executed with respect to particular equipment.
2. Mobile Barriers requires that Renter agree to the terms and conditions set forth herein before Renter uses the rental equipment.
3. In order to expedite the use the rental equipment each time ordered by Renter, Renter agrees to comply with the terms and conditions of this MRA and that the same shall apply to any and all equipment rented by or on behalf of Renter unless and until this MRA is terminated, regardless of whether these terms and conditions in this MRA are referenced in any work order or subsequent memo.
4. This MRA shall be in full force and effect from the date of the initial rental pursuant thereto and shall continue until either party, in writing, sends a notice of cancellation of this MRA. The cancellation of the MRA by either Party shall not cancel the terms and conditions of this MRA until the last rental equipment is returned by Renter.
5. This MRA shall not obligate either Renter or Mobile Barriers for any subsequent request for equipment rentals or to any volume of business. If any terms or conditions of Renter conflict with this MRA, the terms of this MRA shall apply and supersede any other term(s) to the contrary.
- 6. INDEMNITY/HOLD HARMLESS.** RENTER AGREES TO DEFEND, INDEMNIFY, AND HOLD MOBILE BARRIERS HARMLESS FOR, FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE USE OR MISUSE OF THE RENTAL EQUIPMENT. RENTER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE RENTAL EQUIPMENT AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS MOBILE BARRIERS 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 RENTAL EQUIPMENT, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MOBILE BARRIERS.

7. ASSUMPTION OF RISK & RELEASE OF LIABILITY. RENTER 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 RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. RENTER AGREES TO RELEASE AND DISCHARGE MOBILE BARRIERS FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT, AND RENTER FURTHER AGREES TO WAIVE, RELEASE, AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST MOBILE BARRIERS WHICH RENTER OTHERWISE MAY BE ENTITLED TO ASSERT.

8. INDEMNITY/HOLD HARMLESS FROM THIRD PARTY RENTALS. IF RENTER LOANS, RENTS OUT OR ALLOWS ANY THIRD PARTY TO USE THE RENTAL EQUIPMENT, RENTER, AGREES TO INDEMNIFY AND HOLD HARMLESS MOBILE BARRIERS 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 RENTAL EQUIPMENT BY ANY THIRD PARTY, HOWEVER CAUSED.

9. INDIVIDUAL RENTAL ORDER (IRO). It is anticipated that Renter will order the rental equipment from Mobile Barriers by IRO. Any such IRO shall bind Renter for the rental equipment pursuant to the terms thereof and this MRA. This MRA may but need not be attached to

subsequent IROs.

10. NO OPERATORS. NO OPERATORS ARE FURNISHED, DIRECTLY OR INDIRECTLY WITH THE RENTAL EQUIPMENT.

11. RECEIPT/INSPECTION OF EQUIPMENT. Renter hires the equipment on an "as is" basis. Renter acknowledges that they have or will, personally inspect the equipment prior to its use and finds it suitable for Renter's needs. Renter acknowledges receipt of all items provided under the IRO, that the equipment is in good working order and repair and that Renter understands (without further instructions) its proper operation and use.

12. OWNERSHIP/POSSESSION. Ownership of the equipment is and shall remain in Mobile Barriers. Renter shall not otherwise represent or attempt to encumber or sell the same, and any attempt to do so, or retention of possession contrary to the terms hereof or of an IRO, constitutes a material breach of this agreement. Renter shall immediately notify Mobile Barriers of any levy, claim, taking or damage to the rental property.

13. RENTAL DELAYS & EXTENSIONS. Any delay or extension of an IRO must be agreed in writing. Renter agrees to indemnify, defend and hold Mobile Barriers harmless from all claims and costs caused but such delay or extension, or of any retaking if such becomes necessary.

14. EARLY TERMINATION. Mobile Barriers may terminate a rental at any time and retake the equipment without further notice in case of violation by Renter of any terms or conditions of this MRA or the IRO. Renter agrees to pay a monthly service charge of one percent per month (1%) on all unpaid balances.

15. ORDINARY WEAR AND TEAR/DAMAGES. Renter shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the nominal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the equipment. Renter is responsible for all tire damage and damage due to accidents (whether caused by them or another). Damage which is not "ordinary wear and tear" includes, but is not limited to: denting, scratching, cutting, drilling or welding on the rental equipment, damage due to overturning, overloading or exceeding rated capacities; scratching or breakage; improper use; abuse; loss of use of any damaged equipment which has to be repaired and or replaced and cannot be rented out because of the damage; lack of cleaning;



dirtying of equipment by concrete, asphalt, paint, mud, plaster, resin or any other material. Repair and/or cleaning charges will be made on equipment returned damaged or unclean.

16. COMPLIANCE WITH LAWS/USE OF EQUIPMENT. Renter agrees (a) not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner; (b) at their sole cost 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; (c) to pay all licenses, fines, fees, permits, or taxes arising from their use of the equipment, including any subsequently determined to be due; (d) not to allow any person who is not qualified, not of age, who has not received and understands safety and operating instructions, or who does not utilize all

safety equipment required, to operate or use the equipment; (d) not to allow any person to use or operate the equipment when it needs repair or when it is in an unsafe condition or situation; (e) not to modify, misuse, harm or abuse the equipment; (f) not to permit any repairs to the equipment without Mobile Barrier's prior written permission; or, allow a lien to be placed upon the equipment; (g) to check filters, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to immediately discontinue use and notify Mobile Barriers when equipment is found to need repair or maintenance or is not property functioning; (h) that Mobile Barriers has no responsibility to inspect the equipment while it is in Renter's possession; (i) not to leave rental equipment in an unsecure location unattended; and (j) not to leave rental equipment on a roadway unattended or without lighting or associated tractor.

17. RETURN OF EQUIPMENT IN SAME CONDITION. Renter agrees to return to Mobile Barriers the equipment in as good condition as when received. Renter shall be liable for all damages (up to the full replacement cost of the equipment and loss of rental revenue). Renter shall be responsible for all costs incurred by Mobile Barriers recovering and returning damaged equipment to Mobile Barriers' designated repair facility in SD or such closer location as it may choose. If equipment is to be picked up by Mobile Barriers, Renter agrees to provide a secure storage location and Renter accepts all risk including damage to and liability relative to equipment for a reasonable period until the equipment is so picked-up.

18. DISCLAIMER OF WARRANTIES. Mobile Barriers makes no warranty of merchantability or fitness for any use or purpose, either express or implied of its rental equipment. There is no warranty or representation that the equipment is fit for Renter's intended use, or that it is free of latent defects. Mobile Barriers shall not be responsible to Renter 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. Mobile Barriers shall not be responsible for any defect or failure unknown to the Mobile Barriers. Renter's sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure if Renter notifies Mobile Barriers immediately and in writing of such failure and verifies the same by video conference or pictures to Mobile Barriers concurrence.

19. PURCHASE ORDERS. The use of Renter's purchase order number on any IRO is for Renter's convenience and identification only and does not bind Mobile Barriers in any way.

20. SUBLETTING. If Renter loans, rents out or allows any third party to use the rental equipment, Mobile Barriers may hold the Renter and the third party joint and severally responsible under the terms of this agreement, including its return to Mobile Barriers.

21. DEFAULT. Should Renter in any way fail to observe or comply with any provision of this agreement, Mobile Barriers may, at its sole option, terminate the rental under this MRA and associated IRO, 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 Mobile Barriers. Exercise of any remedy available to Mobile Barriers shall not constitute an election of remedies or a waiver of any additional remedies to which Mobile Barriers may be entitled.

22. RETAKING OF EQUIPMENT. If for any reason it becomes necessary for Mobile Barriers to retake the equipment, Renter authorizes Mobile Barriers to retake the equipment without further notice or further legal process and agrees that Mobile Barriers shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.

23. LEGAL FEES. In the event Mobile Barriers has to retain an attorney to enforce any right or interest (including collection costs) under this MRA or associated IRO, it shall be entitled to recover reasonable attorney's fees and court costs.

24. NOTICE OF NON-WAIVER/SEVERABILITY. Any failure of Mobile Barriers to insist upon strict performance by Renter about any provision of this MRA or associated IRO shall not be interpreted as a waiver of Mobile Barriers' right to demand strict compliance with all other provisions of the same against Renter or any other person. The provisions of this agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not affect any other provision.

25. INSURANCE. Renter shall carry or self insure, and maintain in full force and effect during the term of this Agreement, General Liability and Commercial Auto Liability insurance covering the trailer and associated components with limits of not less than \$2,000,000 each, per occurrence/accident, including but not limited to property coverage for the full replacement value thereof, and that will respond as primary coverage for Renter's liability and all obligations outlined under this Agreement. If requested, Renter shall furnish Mobile Barriers with a Certificate of Insurance evidencing the foregoing insurance requirements and naming Mobile Barriers as an additional insured.

26. MISCELLANEOUS. (a) Before digging, it is the sole responsibility of the Renter to follow the all applicable requirements for notice and authorization to dig and Renter accepts all liabilities and responsibilities associated therewith; (b) Renter agrees not to use equipment in violation of environmental laws.

27. CALIFORNIA WARNING: THIS PRODUCT CONTAINS OR PRODUCES ONE OR MORE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS (OR OTHER REPRODUCTIVE HARM). (a) Renter acknowledges that it is a violation and Renter assumes potential civil liability of section 4442 or 4443 to use or operate an internal combustion engine on any forest, brush, or grass-covered land unless the engine is equipped with a spark arrestor. (b) Renter is responsible to comply with Fugitive Dust Provisions of Air Quality Management Districts. Renter is responsible for all requirements of State Air Resources Board and local Air Quality Management Districts.



**SPECIAL RIDER
MOBILE BARRIERS MBT-1**

Mobile Barriers MBT-1 (the "Barrier") has been independently crash tested and "Accepted" by the Federal Highway Administration (FHWA) for use on the National Highway System (NHS) under NCHRP 350 and the new MASH criteria at both TL-2 and TL-3 levels, depending on the test level of the Truck Mounted Attenuator (TMA) that is affixed to the rear. Copies of the crash test video, report, and FHWA Acceptance letter are available at www.mobilebarriers.com.

THE BARRIER MUST NOT BE LEFT UNATTENDED, AND A TRACTOR MUST REMAIN ATTACHED, AND ALL APPLICABLE LIGHTS AND SIGNAGE ON, WHILE IN USE AND IN NEAR PROXIMITY TO TRAFFIC.

IF THE BARRIER IS HIT, the area should be secured and a thorough walk-around inspection should be conducted, including especially but without limitation careful inspection for structural damage, denting or breakage of welds. Replace all bolts attaching the platforms and wall sections after any impact and periodically not less frequently than annually (and more often upon any sign of wear or damage to threads). **Use only Mobile Barrier supplied eccentric bolts for the rear, and Grade 8 Fine Thread 1x3" bolts for the walls.** Inspection assistance and support is available by

emailing support@mobilebarriers.com or by contacting the company at the numbers and/or address indicated above.

MOBILE BARRIERS SHALL NOT BE RESPONSIBLE for direct or indirect, special, incidental or consequential damages, loss, injury or death due to accident, misuse, abuse, negligence, alteration, or acts of God, including without limitation, damage due to an intentional or negligent act of a third party, negligence or abuse, wear and tear, mishandling, or failure to use the Barrier in a safe and reasonable manner. **RENTER ALTERATION, ESPECIALLY BUT NOT LIMITED TO THE MAIN STRUCTURAL COMPONENTS, IS STRICTLY PROHIBITED** without the prior written consent of Mobile Barriers.

MOBILE BARRIERS SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES (IMPLIED OR OTHERWISE) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOBILE BARRIERS DOES NOT AUTHORIZE ANYONE TO MAKE ANY OTHER WARRANTIES OR TO MODIFY THE ABOVE. WITHOUT LIMITATION TO THE ABOVE, THE BARRIER IS

PROVIDED "AS IS" AND MOBILE BARRIERS SPECIFICALLY DISCLAIMS: (A) ANY LIABILITY OTHER THAN EXPRESSLY PROVIDED ABOVE, AND (B) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR IN ANY WAY RELATED HERETO, TO THE PURCHASER OR TO ANY THIRD PARTIES. NO ASSURANCE CAN BE GIVEN THAT SOMEONE WILL NOT BE HURT OR INJURED IN AN INCIDENT INVOLVING THE BARRIER.