

IRENT RENTAL POLICY

1. RENTAL PERIOD. As used in this lease, the Rental Period begins on the above Date Equipment Available, being the date which LESSOR informs LESSEE that the equipment described above (hereinafter with the Attachments and including any replacement equipment described in Paragraph 6 below, the Equipment) is available for delivery or pick-up. The Rental Period shall last from the Date Equipment Available for the duration of time specified above as the Lease Term, after which time this lease shall terminate only if either LESSOR or LESSEE has provided written notice to the other party, prior to expiration of the Rental Period that it does not intend to renew this lease. If this written notice is not provided prior to the end of the Rental Period, this lease and the Rental Period shall be extended for a period of time equal to the Lease Term, beginning the first day after the Rental Period would have otherwise expired. In this manner, the Rental Period may be extended for successive periods of time equal to the Lease Term as long as neither party provides the aforementioned written notice or breaches this lease. Any month lease term is deemed to be 4 weeks or 28 days.

2. TITLE; NO AGENCY. Title to the Equipment shall at all times remain vested in LESSOR, and LESSEE agrees to keep the Equipment free and clear of any liens or encumbrances. LESSEE is not an agent of LESSOR for any purpose and is not authorized to act on LESSOR's behalf.

3. RENTAL AND OVERTIME RATE. LESSEE shall pay the Rental Rate specified above for the use or equipment up to and including 8 hours per day, 5 days per week, and 22 eight-hour days in any 28 consecutive day period LESSEE agrees to pay LESSOR for use of the Equipment for longer periods of time at an hourly Overtime Rate equal to the Rental Rate divided by the number of hours in the Lease Term.

4. PAYMENT TERM. Beginning the Date Equipment Available, rental payments shall be due at the end of each successive period of days indicated above as the Payment Term. Late payments accrue interest at 1%% per month or the highest rate allowed by law, whichever is lower. LESSEE shall pay the Rental Rate for the full Rental Period without any deduction for Equipment downtime. Furthermore, LESSEE shall pay the Rental Rate for any part of the Rental Period remaining after a party provides written notice, pursuant to Paragraph 1, that it shall not renew this lease. LESSEE waives the right to challenge, and thus accepts, the validity and accuracy of any invoiced charge, if LESSEE fails to make such challenge by written notice to LESSOR within 15 days of the date of the invoice originally containing the disputed charge. LESSEE authorizes LESSOR, in LESSOR's sole discretion, to accept payment of any amounts owed hereunder by joint-check from any third-party made payable to both LESSOR and LESSEE.

5. RISK OF LOSS; LOADING AND FREIGHT CHARGES. Risk of loss of the Equipment shall pass to LESSEE when LESSOR notifies LESSEE that the Equipment is available for pick-up or shipment. LESSEE does not furnish shipping instructions, LESSOR will select the mode of shipping. In that situation, if LESSOR selects to ship the Equipment by carrier, risk of loss shall pass to LESSEE when LESSOR makes the equipment available to the carrier for shipment. Any charges to load, ship, or unload, or erect or dismantle the Equipment in conjunction therewith, and any demurrage or similar charges are the sole responsibility of LESSEE.

6. REPLACEMENT EQUIPMENT. Notwithstanding any other provision in this lease, LESSOR may, in its sole discretion, and at any time regardless of reason, replace the equipment specified on the front of this lease with substantially similar substitute equipment of the same general type having an equal or greater market value (i.e. bulldozer for bulldozer, scraper for scraper, etc.). LESSOR shall not be required to replace any model of equipment with the same model of equipment or equipment having a similar age or hours of use. As used herein the "Equipment," and the LESSEE's obligations with respect thereto, includes both the equipment specified on the front of this lease any replacement equipment substituted in accordance with this Paragraph. 7. ENVIRONMENTAL FEE. LESSEE shall pay a recurring fee equal to 1% of the Rental Rate in connection with the costs to Lessor to comply with environmental regulations governing the safe storage and disposal of hazardous and regulated materials.

8. EQUIPMENT LOCATION; INSPECTION. LESSEE shall not, without LESSOR's prior written consent, move the Equipment from the job location specified on the front of this lease. Without prior notice and during normal working hours, LESSOR may inspect the Equipment at the Job Location or wherever the Equipment is located Upon request of LESSOR, LESSEE will also provide access to facilities necessary to accomplish this inspection.

9. MAINTENANCE; OPERATION. LESSEE shall operate, secure, store and maintain the Equipment in a proper and safe manner. Without limiting the generality of the foregoing, LESSEE shall, at its sole expense, operate the Equipment in compliance with all applicable laws, rules and regulations, including all applicable safety requirements, employ qualified personnel to operate and maintain the Equipment, use reasonable security measures for the safekeeping of the Equipment, maintain the Equipment in good, safe operating condition, and repair the Equipment when needed to maintain that condition. Notwithstanding the foregoing, repairs having a cost in excess of \$500 are not to be undertaken without first obtaining LESSOR's written consent. LESSEE shall perform routine preventive maintenance on the Equipment in a timely manner, which on a daily basis includes, without limitation, inspecting the tires and undercarriage for damage, checking and maintaining fluids levels, and lubricating the Equipment. All parts, materials and supplies furnished to the Equipment automatically become the property of LESSOR. Scheduled maintenance of the Equipment must be completed along manufacturer's guidelines. This service is provided as part of the LESSOR'S responsibility during normal operating hours. If scheduled maintenance is required by LESSEE outside of normal operating hours, then it will be the LESSEE's responsibility to pay for the technician's time including travel and overtime. LESSEE agrees to use the Equipment in accordance with the manufacturer's instructions and within the rated load capacity(ies) and to protect the Equipment generally from all hazards. LESSEE also agrees not to cover, alter, substitute or remove any of the identifying insignia of LESSOR displayed on the Equipment.

10. DEFAULT; ATTORNEYS FEES AND COSTS OF COLLECTION. LESSOR may, without limitation and notice, terminate this Lease, take immediate possession of the Equipment, file any applicable liens and claims, and declare all sums due hereunder immediately due and payable if (a) LESSEE fails to make any rental payment when due, (b) LESSEE violates or fails to perform any other term of this Lease, (c) LESSEE becomes insolvent, makes an assignment for the benefit of creditors, becomes subject to any bankruptcy proceeding, or appointment of any receiver, liquidator, sequestrator or similar person or any petition, filing or action affecting creditors' rights generally is filed or taken by or against LESSEE. (d) LESSOR shall deem it necessary to protect its rights in the Equipment against loss or damage, (e) LESSOR reasonably believes that LESSEE has become unable to make rental payments as they come due. (f) LESSEE fails to operate and maintain the Equipment, as determined in LESSOR's sole discretion, as required under Paragraph 9 hereof, (g) LESSEE removes the Equipment from the Job Location, specified on the front of this lease, without prior written approval from LESSOR, (h) the Equipment or LESSEE's leasehold interest herein becomes encumbered or (i) LESSOR discovers that LESSEE provided false information to LESSOR regarding its creditworthiness or financial status. To the fullest extent permitted by law, LESSEE shall pay the reasonable attorney's fees and costs incurred by LESSOR in connection with the collection of any outstanding rent and the enforcement of this lease. Including without limitation the legal, Labor, and transportation costs incurred by LESSOR repossessing the Equipment.

11. EQUIPMENT RETURN. If not before, within 24 hours after expiration of the Rental Period, LESSEE shall return the Equipment to LESSOR's yard in the same condition as when it was received by LESSEE, except for reasonable wear and tear resulting from proper use. LESSEE shall pay the cost of any repairs necessary to restore the Equipment to such proper condition and shall pay rent for down time to the equipment as a result of the damage. Without limiting the foregoing, LESSEE shall pay LESSOR a clean-up charge of \$400 if LESSEE returns the Equipment to LESSOR in a manner, as determined in LESSOR's sole discretion, requiring excessive clean-up. Furthermore, upon returning the Equipment to LESSOR LESSEE shall deliver to LESSOR all keys provided to operate the Equipment and shall pay LESSOR \$25 for each key that is not returned. If, as determined in LESSOR's sole discretion, LESSEE's use of the Equipment causes undercarriage, tire and attachment wear in excess of 5% per month, LESSEE shall pay all costs to repair the excessive wear. LESSOR will provide a full tank of fuel and DEF (Diesel Exhaust Fluid additive if required) in the Equipment on the Date Equipment Available, as specified above, and LESSEE shall return the Equipment to LESSOR with a full tank of fuel and DEF at the end of the Rental Period. If not, LESSEE agrees to pay LESSOR \$7.50 per gallon necessary to fill the tank to capacity with fuel or DEF.

12. INSURANCE. LESSEE agrees to maintain at its expense throughout the Rental Period (a) Commercial General Liability insurance for a limit not less than \$1,000,000 per occurrence, which policy shall cover and pay without limitation any liabilities of LESSEE in connection with its obligations to indemnify LESSOR under Paragraph 14 below, (b) Business Automobile Liability insurance for a limit not less than \$1,000,000 per occurrence; and (c) Equipment Insurance covering the full Insurance Replacement Value for any physical loss or damage to the Equipment from any cause, including, but not limited to, fire, theft, vandalism flood, explosion, overturn, accident, and acts of God occurring during the Rental Period. LESSEE agrees and understands that LESSOR is not obligated to rent the Equipment to LESSEE without first obtaining from LESSEE certificates of insurance showing LESSOR named as an additional insured on the aforementioned liability policies and showing LESSOR named as a Loss Payee on the required equipment insurance policy.

LESSEE waives all rights against LESSOR for recovery of damages to the extent these damages are insured by the Commercial Liability Insurance, Business Automobile Liability Insurance, or Equipment Insurance policies required above. LESSEE AGREES TO PAY ALL DEDUCTIBLE AMOUNTS AND LOSS RENT THAT OCCURS AS A RESULT OF DAMAGE. LOST RENT WILL BE BILLED AT THE CONTRACT RENTAL RATE AND WILL CONTINUE UNTIL THE EQUIPMENT IS REPAIRED TO RENTABLE CONDITION.

13. WARRANTIES. LESSOR warrants that, upon initial delivery or pick up, the Equipment shall be in good working condition, reasonable wear and tear excepted, and LESSOR UNDERTAKES NO OTHER RESPONSIBILITY FOR THE QUALITY OF THE EQUIPMENT. THIS WARRANTY IS IN LIEU OF, AND LESSOR EXPRESSLY DISCLAIMS. ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR shall not be liable to LESSEE for any repair costs associated with the Equipment and has no duty to maintain the Equipment in working order upon relinquishing it to LESSEE. LESSOR shall not be liable to LESSEE for any loss, damage or penalty of any kind incurred by LESSEE, including without limitation, that arising as a result of actual or alleged malfunction or breakage of the Equipment, whether accidental or otherwise. LESSOR shall not be liable in any event for any consequential, incidental, or special damages. LESSOR assumes no responsibility for LESSEE's decision regarding selection of the Equipment, and LESSEE acknowledges that it has not relied upon any representation by LESSOR that the Equipment is fit for a particular purpose. It is understood by the parties that LESSOR is not the manufacturer of the Equipment or the manufacturer's agent for any purpose. LESSEE warrants that the person signing this lease has the authority to bind LESSEE and that this lease constitutes the binding obligation of LESSEE, enforceable in accordance with its terms.

14. INDEMNIFICATION. To the fullest extent permitted by law and except as provided in this Paragraph, LESSEE shall indemnify, hold harmless and defend LESSOR and its directors, officers, employees and agents from and against all claims, demands, liabilities, suits, judgments, awards, or expenses of any kind (including attorneys' fees and costs incurred defending such claims or demands regardless of whether they result in legal action or are prosecuted to final judgment or award), which result from any alleged damage, loss of and/or injury to property or injury to and/or death of any person, arising from the performance of this contract or LESSEE's transporting or use of the Equipment, including without limitation liability arising from any acts or omissions whether deemed negligent, accidental or intentional, which are caused, in part or wholly, by the active or passive negligence or other fault of LESSOR. To the fullest extent permitted by law, the obligations of defense and indemnification set forth herein shall be binding upon LESSEE no matter what the nature of the claim asserted may be (whether it be for negligence, warranty, strict liability, or otherwise) and shall be binding even if the LESSOR is alleged or proven to have acted negligently; provided, however, that LESSEE shall have no obligation to provide indemnification to LESSOR if the claim asserted arises in negligence and is finally adjudicated to have arisen solely from the negligence of LESSOR. LESSEE shall indemnify and reimburse LESSOR from any loss or damage to the Equipment occurring during the Rental Period, whether or not such damage was caused by LESSEE. LESSEE shall also indemnify and hold harmless LESSOR from all liability for wages, taxes, insurance contributions, benefits owing for worker's compensation, employer's liability charges and similar expenses resulting from LESSEE's employment of personnel to operate the Equipment. The obligations and rights to indemnity herein shall not negate, abridge or reduce other rights or obligations of indemnity that otherwise exist.

15. WAIVER; REMEDIES CUMULATIVE. LESSOR's failure to require strict performance by LESSEE of any obligation of this agreement, or LESSOR's acceptance of late or partial performance hereunder, shall not constitute a waiver of any prior defaults of LESSEE, nor of LESSOR's rights thereafter to demand strict compliance with any provision hereof. LESSOR's rights under this lease are cumulative and in addition to all other remedies at law or in equity.

16. SUBLEASING AND ASSIGNMENT; SUCCESSORS AND ASSIGNS; GOVERNING LAW AND JURISTITION; ENTIRE AGREEMENT. Any Attempt by LESSEE to assign, sublet or otherwise transfer this lease or any interest herein without LESSOR's written consent, shall be void. This lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, administrators, executors, trustees and assigns (when authorized by LESSOR). This contract shall be governed by the law of the State of North Carolina without reference to conflicts of law principles. The Mecklenburg and Davidson County, NC courts and the U.S. Western and Middle District courts of NC shall have exclusive jurisdiction over any claim filed in connection with this agreement, and LESSEE waives the right to challenge jurisdiction and venue in the aforesaid courts. This contract expresses the entire agreement between the parties and supersedes any prior written or oral understanding or other agreements. These terms and conditions may be modified, supplemented or waived only in writing by the authorized office as of the parties. LESSOR expressly rejects any provision of any purchase order of LESSEE that conflicts with or adds to the terms and conditions set forth herein.

17. SC and NC Rental Surcharges. Lessor's invoices include a rental surcharge of 2.5% in South Carolina and 1.2% in North Carolina to defray the costs of certain state and county short-term rental surcharges and/or property taxes related to the lease and/or the equipment.

GUARANTY. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned GUARANTOR individually, irrevocably and unconditionally guarantees the prompt payment in full of all of the obligations of LESSEE to LESSOR under this lease, including without limitation its payment obligations under the General Conditions, and any rental payments and interest owing (whether due on scheduled payment dates or upon acceleration) and the fees and costs incurred by LESSOR enforcing this lease. The GUARANTOR hereby waives presentment, demand for payment, protest, notice of any kind any other suretyship defense and any defense arising from the bankruptcy, insolvency, dissolution or liquidation of the LESSEE. This is a continuing guaranty of payment and not of collection. LESSOR may assign this guaranty and lease at any time without the consent of GUARANTOR. Without LESSOR's prior written consent, the GUARANTOR shall not directly or indirectly assign, pledge or transfer all or any part of this Guaranty or any interest herein, and any assignment without LESSOR's written consent shall be void. To the fullest extent permitted by law, GUARANTOR shall pay the reasonable attorneys' fees and costs incurred by LESSOR in connection with the enforcement of this Guaranty. IN WITNESS WHEREOF, (3) LESSOR, LESSEE, and GUARANTOR agree that facsimile signatures shall be treated as originals, having the same force and effect; (b) LESSOR and LESSEE have read, understand, agree to and hereby execute, this lease including all terms and conditions shown on pages 1 and 2 hereof; and (c) the undersigned Guarantor, for his or herself, executes and agrees to this guaranty, having also read and understands this guaranty and lease including all terms and conditions shown on pages 1 and 2 hereof, LESSEE AGREES TO PAY ALL DEDUCTIBLE AMOUNTS AND LOST RENT THAT OCCURS AS A RESULT OF DAMAGE.

By renting out equipment from IRent Solutions Inc, you agree to our Terms and Conditions .

Lessee _____ Date _____