



Equipment Rental Agreement

THIS EQUIPMENT RENTAL AGREEMENT dated this [REDACTED] day of [REDACTED], [REDACTED],

BETWEEN

Premier Fall Protection, Inc. located at 964 Commerce Drive, Union Grove, WI 53182

(The "Lessor")

-And-

LESSEE

(The "Lessee")

IN CONSIDERATION of the mutual covenants and promises in this Agreement, the sufficiency of which the Parties acknowledge, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

Definitions

1. The following definitions are used but not otherwise defined in this Agreement:
 - a. "Casualty Value" means the market value of the Equipment at the end of the Lease Term, or in the event of a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
 - b. "Total Loss" means any loss of or damage to the Equipment such that it is not repairable or, even if repairable; the cost of repairs would exceed the market value of the Equipment.

Lease

2. The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement.

Term

3. The Lease commences on the [redacted] day of [redacted], [redacted], and will be for a term of [redacted] Weeks (the "Term").

Use of Equipment

4. The Lessee will use the Equipment in a good and careful manner, will not exceed the Equipment's capacities, will conduct routine inspections of the Equipment, and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment, and with all applicable laws, rules, regulations, and ordinances, whether local, state or federal, respecting the use of the Equipment, including but not limited to, occupational safety, environmental and copyright law.
5. The Lessee will use the Equipment in conformity with the instruction manual at all times. Lessee specifically agrees that when the Equipment is in use, it will be used by two qualified and competent persons at all times. The Equipment shall not be towed in excess of 25 mph. Failure to abide by these terms will void all warranties and will constitute a "default" by Lessee.
6. The Lessee will not alter, modify or attach anything to the Equipment without the prior written consent of the Lessor.

Repair of Equipment

7. The Lessee will, at the Lessee's own expense, keep the Equipment in good repair, appearance and condition, normal and reasonable wear and tear accepted.
8. If the Equipment is not in good repair, appearance and condition when it is returned to the Lessor, the Lessee will pay the Lessor such sums as are necessary to put the Equipment in a state of good repair, appearance and condition.
9. The Lessee may, but is not obligated to, enforce any warranty that the Lessor has against the supplier or manufacturer of the Equipment. The Lessee will enforce such warranty or indemnity in its own name and at its own expense.

Lessor's Warranties

10. The Equipment is warranted to be free of manufacturing defects, and in working order and good condition upon delivery. No warranty as to fitness for any particular purpose is made. Lessee expressly agrees that it has examined the Equipment, has made its own

determination that the Equipment meets Lessee's needs, and is not relying on any representations by Lessor as to fitness for any particular purpose.

Loss of, and Damage to Equipment

11. The Lessee is responsible for all risk of loss, theft, damage or destruction to the Equipment from any and every cause.
12. In the event the Equipment is lost or damaged, Lessee will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition. Loss or damage to the Equipment shall not relieve Lessee of its ongoing obligation to pay rent.
13. In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor all unpaid Rent for the remainder of the Term, plus the Casualty Value of the Equipment.

Ownership, Right to Lease and Quiet Enjoyment

14. The Equipment is the property of the Lessor and will remain the property of the Lessor.
15. The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledged as security in any manner.
19. Provided no Event of Default has occurred, the Lessor will not disturb the Lessee's quiet and peaceful possession of the Equipment or the Lessee's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

Insurance

20. The Lessee will, during the whole of the Term and for as long as the Lessee has possession of the Equipment, maintain and pay for insurance against loss of and damage to the Equipment for the full replacement value of the Equipment and will name the Lessor as the loss payee.
21. The Lessee will, during the whole of the Term and for as long as the Lessee has possession of the Equipment, maintain and pay for all required workers compensation insurance, and for comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or misuse of the Equipment. The insurance policy will have limits of at least \$1,000,000. Said comprehensive general liability insurance will name the Lessor as an additional insured. The insurance policy must contain a provision that it will not be modified or cancelled unless the insurer provides the Lessor within thirty (30) days written notice stating when such modification or cancellation will be effective. Upon written demand by the Lessor, the Lessee will provide the Lessor with an original policy or certificate evidencing such insurance.
22. The Lessee appoints the Lessor as the Lessee's attorney-in-fact ("Attorney") with the power to maintain the above insurance and to secure payments arising out of any insurance policy required by this Agreement. The Attorney has the power to do all acts that are necessary or desirable to secure such payments.

Indemnity

23. The Lessee will indemnify and hold harmless the Lessor against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Lessee's use or misuse of the Equipment.

Default

24. The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:
- a. The Lessee fails to pay any amount provided for in this Agreement within 5 days after same is due or otherwise breaches the Lessee's obligations under this Agreement.
 - b. The Lessee fails to comply with any other terms of this lease.
 - c. The Lessee becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or other competent jurisdiction.
 - d. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

Lessor's Remedies

25. On the occurrence of an Event of Default, the Lessor will be entitled to pursue any remedy or combination of remedies allowed by law, including, but not limited to:
- a. Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Lessee.
 - b. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
 - c. Where permitted by law, take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee waives any and all damage occasioned by such taking of possession.
 - d. Terminate this Agreement immediately upon written notice to the Lessee.
 - e. Pursue any other remedy available in law or equity.

Lessee's Remedies

26. In the event the Lessor breaches any term of this lease or the Equipment fails to comply with Lessor's warranties, Lessee's sole remedy will be the right to terminate the remaining term of this lease. In no event shall Lessor be liable for any consequential, economic, or punitive damages.

Assignment

27. The Lessee shall not assign this agreement, the Lessee's interest in this agreement or the Lessee's interest in the equipment without the prior written consent of the Lessor.

Additional Documents

28. Upon written demand by the Lessor, the Lessee will execute and deliver to the Lessor documents required by the Lessor to protect the Lessor's interest in the Equipment including, but not limited to, the documents necessary to file a UCC financing statement.

Entire Agreement

29. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

Address for Notice

30. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Lessor: Premier Fall Protection, Inc., 964 Commerce Drive, Union Grove, WI 53182.

Lessee:

Payment

31. All dollar amounts in this Agreement refer to U.S. dollars, and all payments required to be paid under this Agreement will be paid in U.S. dollars unless the Parties agree otherwise.

Interpretation

32. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

33. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Wisconsin, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

34. In the event that any of the provisions of this Agreement is held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

General Terms

- 35. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 36. Time is of the essence in this Agreement.
- 37. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.

Notice to Lessee

- 38. **NOTICE TO THE LESSEE:** This is a Lease. You are not buying the Equipment. Do not sign this Lease before you read it. You are entitled to a completed copy of this Agreement when you sign it.

IN WITNESS WHEREOF the Parties have executed this Lease Agreement on this [redacted] day of [redacted], [redacted].

LESSEE

Premier Fall Protection, Inc.

Per: _____

Per: _____

Title: _____

Title: _____

Signature: _____

Signature: _____