



Rental Policy

Fuel:

1. R.E.G can arrange the fuel management for you on a cost plus 20% basis.
2. A fuel drop charge will be charged for each time refueling occurs in addition to the cost of the fuel.
3. Or you are welcome to arrange the fueling yourself with a vendor (Diesel #2 is required).
4. Generator should be returned full of fuel. Otherwise, a replenishment fee of 2x cost will be charged.
5. If an R.E.G technician is not used for set-up and on-site fuel service is not provided by R.E.G, the customer shall at all times be responsible for all fuel related issues including, but not limited to, fuel spills, cleanup, or other costs of compliance with any environmental laws, rules, or regulations, and R.E.G assumes no liability for the same.

This quote is contingent upon free and clear access and open pathways for transporting equipment both inside and outside of building(s). Rigging and inside delivery is NOT included unless otherwise stated. Obstructions such as stairways, narrow doorways, elevators, or other access which cause delays, will be cause for adjustment to this quotation.

****Based on availability and not including 1% environmental fee****

Customer Responsibilities:

1. Insurance to cover replacement cost of equipment:
2. Submitting a copy of insurance certificate naming Rental Equipment Group, LLC as additional insured or a charge of 15% of the monthly rental will be added to your bill for the damage waiver.
3. All high voltage cable (above 480V) and connections.
4. All final electrical connections.
5. To pay any applicable taxes, unless exemption form is supplied.
6. Any required permits.
7. Contacting Rental Equipment Group and confirming off rental.
8. Keeping a record of hours and scheduling service.
9. A 1% Environmental fee will be applicable on all rentals and servicing.
10. All applicable taxes.
11. For damage done to Rental Equipment Group equipment, including back feeding of utility power while generators and transformers are connected to the utility grid.
12. Containment and clean up of any hazardous materials such as oil, anti-freeze, or diesel due to leak, spill, or overfilling – unless R.E.G handles the set-up/install and fuel management.
13. If an R.E.G technician is not used for set-up and/or on-site fuel service is not provided by R.E.G, the customer is responsible for all fuel related issues as stated above.

Payment Terms:

Net 30 days, 28 day billing cycle

With approved credit

Terms and Conditions:

Any rental that results from this quotation would be subject to our normal conditions of agreement, available upon request.

The above detailed pricing, equipment selection, and equipment configurations are subject to prior commitment. I trust the above information meets your requirements and look forward to working with you on this project. If you should have any questions, please do not hesitate to call at any time.

Rental Equipment Group, LLC. – Service Agreement Terms and Conditions

In addition to the terms and conditions indicated on the front of this Agreement, or on any drawings or other schedules referred to, Rental Equipment Group, LLC ("R.E.G.") and Client shall be subject to and governed by the following terms and conditions. The terms, conditions, schedules, drawings, descriptions and specifications, if any, in this Service Agreement and any exhibits attached hereto are collectively referred to as the "Agreement"

1. Equipment, Services and/or Personnel. R.E.G. agrees to provide Client the consulting, power generation, distribution, HVAC equipment and personnel in conformance with the specifications set forth in the Agreement (collectively, the "Equipment"). The Equipment will be utilized by the Client at the locations (individually, an "Event Location") and on the dates set forth in the Agreement or otherwise as may be mutually and reasonably agreed upon between Client and R.E.G. Client shall promptly pay to R.E.G the sums (and at the times) set forth in the Agreement in strict compliance with the payment schedule. R.E.G shall be responsible for payment of all personnel provided hereunder, including any and all compensation, and applicable workers compensation insurance. Client acknowledges that the equipment provided hereunder is in good working order and condition, and that the equipment, services and/or personnel have been ordered by Client and provided by R.E.G, Inc. Client shall not permit any equipment to be transported outside the U.S. without the prior written consent of R.E.G.

2. No Warranty of Equipment. R.E.G MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES OF WHATEVER KIND ARE HEREBY DISCLAIMED BY R.E.G AND WAIVED BY CLIENT. IN THE EVENT R.E.G SHALL BE LIABLE TO CLIENT ON ACCOUNT OF R.E.G'S PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE: (I) THE AMOUNT OF DAMAGES RECOVERABLE AGAINST R.E.G FOR ALL EVENTS, ACTS OR OMISSIONS SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF ALL FEES PAID BY CLIENT TO R.E.G HEREUNDER, AND (II) THE MEASURE OF DAMAGES SHALL NOT INCLUDE ANY AMOUNTS FOR INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES.

3. Term. The Term will commence on the earlier of: (i) the date of this Agreement, (ii) the delivery to Client or to Client's contractor of any of the Equipment, or (iii) payment by Client to R.E.G in accordance with this Agreement and will terminate upon the return of all of the Equipment to R.E.G premises, unless earlier terminated pursuant to this Agreement.

4. Compensation for Services. Client shall pay, as consideration for the services provided by R.E.G and for use of the Equipment, the amounts set forth in the Agreement ("Fees"). If the scope of work increases, Client agrees to pay to R.E.G for additional equipment in accordance with R.E.G's published price list, and for additional services as may be mutually agreed between R.E.G and Client. If Client shall be more than ten (10) days delinquent in connection with paying any installment of the Fees, or any part thereof hereunder, Client shall pay on demand, as a late charge, interest in an amount equal to the lesser of (i) eighteen percent (18%) per annum, and (ii) the highest rate per annum then permitted by applicable law, on each such installment of the Fees or any part thereof which remains overdue for more than ten (10) days, with such interest being payable for the period from the date the installment was due until the date such amount, plus interest, is paid in full.

5. Supervision and Control. R.E.G shall perform the services hereunder as an independent contractor, but Entech agrees that the event shall be under the control of Client. R.E.G agrees to accept the reasonable direction of Client, provided however, that Client shall not at any time, request or direct Entech to act in any way which would violate any applicable local, state, or federal rule, law or regulation.

If Client, or any agent, employee, contractor or sub-contractor of Client, directs Entech to provide or install the Equipment in a manner not in accordance with Entech's written procedures, or in violation of any applicable local, state or federal rule, law or regulation, Client shall be liable for any loss, damage and/or claim arising out of the use of the Equipment.

6. Indemnification/Liability.

a. Client agrees to indemnify and hold R.E.G, its officers, directors, shareholders, employees and agents harmless from any and all liability and damages (including reasonable attorney's fees) for any and all claims, damages, costs or judgments for personal injury, property losses, or property damages brought on behalf of any arising from or out of the services rendered or equipment provided hereunder by (i) the breach or alleged breach of the Agreement or (ii) Client's negligence or (iii) Client's use of the Equipment in a manner not in accordance with standards set forth in the National Electrical Code, even though such use may be ordinary and/or customary in the specific application in which Client is using the Equipment. Client shall be liable to

and responsible for any property or equipment damaged as a result of Client's, its employees, agents, contractors and/or sub-contractors use of the Equipment in a manner which is not in accordance with the National Electrical Code, misconduct, or negligence.

b. R.E.G agrees to indemnify and hold Client, its officers, directors, shareholders, employees and agents harmless from any and all liability and damages (including reasonable attorney's fees) for any and all claims, damages, costs or judgments for personal injury, property losses, or property damages brought on behalf of any arising from or out of the services rendered or equipment provided hereunder by the breach or alleged breach of the Agreement or R.E.G's negligence, provided however, in no event shall R.E.G's liability extend to any installation or use of the Equipment which, at Client's direction, is not in accordance with the National Electrical Code. R.E.G shall be liable to and responsible for any property or equipment damaged as a result of R.E.G's, its employees, agents, contractors and/or sub-contractors misconduct or negligence. **7. Insurance.** Client shall be responsible for providing, at its own expense (i) comprehensive or commercial property damage and liability insurance and insurance against loss or damage to the Equipment, including, without limitations loss by fire, theft, collision and such other risks of loss as are customarily insured against with respect to the type of Equipment provided hereunder and the business in which Client is engaged, in an amount not less than the full replacement value of the Equipment as determined by R.E.G; and (ii) comprehensive general liability all-risk insurance for personal injury, bodily injury and property damage in an amount not less than One Million Dollars (U.S. \$1,000,000) combined single limit per occurrence. Client shall also at its own expense carry auto liability insurance with limits no less than One Million Dollars (U.S. \$1,000,000) Any payment of insurance proceeds to R.E.G thereunder shall not otherwise release Client from any other amounts payable by Client pursuant to this Agreement. Client shall provide R.E.G with certificates or other documentary evidence that such insurance coverage is in effect prior to the delivery of the Equipment to Client's equipment transporters. Such certificate shall name R.E.G as an additional insured and loss payee under all such policies and include a Waiver of Subrogation in favor of R.E.G.

8 Maintenance and Repair. Client shall not make any alterations, additions or improvements to the Equipment without the prior written consent of R.E.G.

9 Loss or Damage of Equipment. If any equipment is (i) not returned or (ii) returned in a damaged or destroyed condition, Client shall pay to R.E.G the full replacement value of any lost equipment, and/or the costs for repair of any equipment returned damaged.

10. Force Majeure. In the event R.E.G is unable to completely perform its obligations hereunder for any reason beyond the reasonable control of R.E.G, including, without limitation, industrial disputes, riots, mobs, fires, floods, wars, any act of God, any shortage of labor (whether due to a strike, lockout or otherwise), power, fuel, material or transportation, any injunction or court order preventing the function from proceeding, regulations or orders of any government or its agencies, or any other reason, the R.E.G's obligations hereunder shall automatically be deemed to be suspended and if such Force Majeure event continues for a period of more than thirty (30) consecutive days, then Entech shall have the right to terminate this Agreement.

11. Remedies. Upon the occurrence of any breach by either party and at any time thereafter, the non-breaching party may, in its sole discretion, do any one or more of the following: (a) upon notice to the breaching party, terminate this Agreement; (b) discontinue the performance of its obligations hereunder until such time as such event of default is cured; or (c) exercise any other right or remedy which may be available to it under any other applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement. If Client breaches this Agreement, R.E.G will have the right to enter the premises where the Equipment is located of and remove same, all without liability to Client or its agents for such entry and repossession. Client shall take any and all action necessary or appropriate to (i) provide R.E.G with access to the Equipment, and (ii) facilitate the removal thereof in a manner reasonably directed by R.E.G. Notwithstanding any such repossession, or any other action which R.E.G may take, Client shall be and remain liable for the full performance of all obligations on the part of Client to be performed under this Agreement.

12. Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

INITIAL FOR ACCEPTANCE: _____