



FERAL

FERAL MOUNTAIN CO. RENTAL AGREEMENT

By renting Our Equipment from Feral Mountain Co., You agree to Our Terms and Conditions in this Rental Agreement (Agreement).

RENTAL AGREEMENT

RENTAL PERIOD: You (Customer) hereby rent from Us (Feral Mountain Co.) the Equipment for the Term, and agree to pay Feral Mountain Co. for all Time Out. Except only as expressly set forth in the Agreement. We (Feral Mountain Co.) charge rent for all Time Out, including Saturdays, Sundays and Holidays, excluding shipping time when applicable.

RENT: In addition to the amounts coming due under any other provision(s) of this contract, You agree to pay Feral Mountain Co. the rent specified in your invoice, without reduction or setoff, for the periods commencing upon the Time Out and continuing without interruption until the Actual Time in. If You fail to return any Equipment when it is Due in, You will continue to pay Feral Mountain Co. rent on the basis of 1/3 the 3-day rental charge per additional day out, for all additional time elapsed (a "Late Period") until the equipment is returned to, and accepted by, Feral Mountain Co.. (Optional: If you fail to obtain our prior approval of any Late Period, we may at our option, increase the periodic rent by daily rental fees for the duration of such Late Period, as a premium and not as a penalty). Any Equipment not returned within 30 days following Your rental dates duration will be deemed lost and in addition to Late Fees, You will be charged full Equipment replacement fees.

POSSESSION/TITLE: Feral Mountain Co. owns the Equipment, and title in and to all of it will remain Feral Mountain Co. at all times. You are entitled to use and possess the Equipment for the Rental Period, subject to the terms of the Agreement. If you retain any of the Equipment beyond the agreed Term without Our express written consent, You will be deemed to have materially breached the Agreement.

CREDIT CARD AUTHORIZATION: Subject to such limitations as may be set forth in applicable law, You irrevocably and unconditionally authorize Us to immediately submit for payment on the credit card You have provided Us all estimated charges coming due under this Agreement, and You agree to indemnify, defend and hold harmless Feral Mountain Co. with respect to the same.

WARRANTY WAIVER: The Equipment is provided "as-is" and "with all faults". We make no warranty, express or implied (including without limitation, any and all warranties of suitability, merchantability and/or fitness for any particular purpose), nor do we make any warranty against interference, infringement, that the Equipment is fit for your intended use, application or environment, or that it

is free from defects (latent or patent). No warranties shall be deemed to exist with respect to the equipment. Your sole remedy for any failure of or defect in or with respect to any of the Equipment is termination of the accrual of rental charges at the time of failure.

ASSUMPTION OF RISK: You acknowledge that the possession, use, transportation and/or storage of the Equipment may give rise to the risk of personal injury and/or property damage. You voluntarily assume all such risk and release and discharge Feral Mountain Co. and the Equipment from any and all liens, liabilities, and claims arising in connection with the same, including without limitation, any and all claims arising from or in connection with Our negligence (other than Our intentional misconduct).

HOLD HARMLESS/INDEMNITY: You assume all risks associated with the possession, use, transportation and storage of the Equipment. Accordingly, You hereby waive any and all liens and claims arising from or associated with, and agree to indemnify, defend and hold harmless Feral Mountain Co. from and against, any and all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorney's fees, claims for bodily injury(ies) (including deaths), property damage, loss of time/and or inconvenience) resulting from or arising in connection with such possession, use, transportation and/or storage, regardless of the cause and including any injuries and/or damages suffered by You, Your employees and/or any third party(ies), except to the extent directly resulting from Our intentional misconduct.

RECEIPT/INSPECTION OF EQUIPMENT: You acknowledge that You, upon receipt of the Equipment, inspected, examined and accepted the Equipment, and that, as delivered to You, it is safe and in good operating condition and repair and otherwise in all ways acceptable to you.

SHIPPING OF EQUIPMENT: You acknowledge that You are responsible to arrange for receipt of Equipment shipped to You. You assume all risks associated with the shipping of the Equipment. If we are shipping Equipment to a UPS Store location, it is Your responsibility to contact that location and confirm they will accept your Equipment and verify if any additional charges for pickup and drop off of the Equipment will be incurred by You. It is Your responsibility to get the Equipment back to a UPS, USPS or Fed Ex drop off site on time.

EQUIPMENT FAILURE: In the event of the Equipment fails to start, breaks, malfunctions, becomes unsafe or is in need of maintenance or repair, You agree to immediately discontinue use, notify Us, and if directed to do so, return the Equipment to Us.

USE OF EQUIPMENT: The equipment is authorized for use only by You and Your agents and employees (each of whom must be skilled, experienced, trained and authorized in its operations), at the location given as the 'ship to' site or 'job address'. The Equipment is authorized for use only for its ordinary purpose.

COMPLIANCE WITH LAWS: You agree to comply fully, at Your sole cost, with all laws and regulations applicable to the storage, use, and transportation of the Equipment.

LOSS OR DAMAGE: You are the insurer of the Equipment during the Rental Term. You bear all risk of loss, theft, damage or destruction to the Equipment, regardless of cause (ordinary wear and tear expected). If the Equipment is lost, stolen, damaged or destroyed during the Rental Term, whether or not the same is Your fault, You will notify Us immediately, and You will pay Feral Mountain Co. the retail value of the parts and labor necessary to repair the Equipment if damaged, or its replacement

cost, if lost, stolen, destroyed or damaged beyond Our reasonable ability to repair it; and in either case, all packing, shipping, handling, storage and other associated costs. Rent previously paid will not be applied against the above-referenced charges. (Rent will continue to accrue during all repair and replacement periods).

CARE OF EQUIPMENT: You must protect the Equipment against misuse, exposure to adverse conditions and any other abuse or neglect, ensure that it remains in good operating condition and it returned to Us at the end of the Term in the condition required.

RETURN OF EQUIPMENT: You agree to ensure that, upon return to Us, the Equipment will be clean, free of all regulated or hazardous substances (including without limitations, substances identified as "hazardous materials" under the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA) and/or any other federal, state or local laws, rules and/or regulations purporting to deal with toxic or hazardous substances), rental-ready, and otherwise is substantially the same order condition and repair as at the Time Out, "Ordinary Wear and Tear". You agree to pay a reasonable charge for Equipment returned in any other condition. Any Equipment not returned within 30 days following Your rental dates duration will be deemed lost and in addition to Late Fees, You will be charged full Equipment replacement fees.

ORDINARY WEAR AND TEAR: "Ordinary Wear and Tear," meaning normal deterioration resulting from the proper and intended use of the Equipment in accordance with the terms of this Agreement, will not be considered damage. Damage which is not "Ordinary Wear and Tear" (and for which You will be solely responsible) includes without limitation, theft, mysterious disappearance, damage due to overloading or exceeding rated capacities, nonstandard use, operation without proper supports and/or safety equipment, improper use, misuse, abuse, neglect, accidents and intentional damage.

INTEGRATION: This Agreement represents the complete and final agreement between You and Us (Feral Mountain Co.) and cannot be modified by oral agreement There are no oral or other representations, warranties or agreements not included in this Contract. You acknowledge that this Agreement may be amended only in a writing signed by both You and us.

APPLICABLE LAW/VENUE: This Agreement and any disputes hereunder shall be governed by the laws of the State of Colorado, and any disputes hereto shall be adjudged in Denver County, Colorado, where the State District Court shall have sole jurisdiction.

WAIVER OF JURY TRIAL: Each party waives its right to a jury trial of any claim or cause of action based on or arising out of this Agreement or the subject matter hereof. This waiver pertains to all disputes that may be related to the subject matter hereof, including, without limitation, contract, tort, breach of duty, and all other common law and statutory claims, and will not be subject to any exceptions. Each party (a) understands that this is a waiver of important legal rights and (b) acknowledges that he/she/it has had a reasonable opportunity to discuss this waiver and its effects with legal counsel. Accordingly, each party knowingly, voluntarily, irrevocably and unconditionally waives its jury trial rights.

LIEN GRANTS: To the extent permitted under applicable law, in order to secure payment and performance of Your obligations arising under this Agreement, You hereby grant to Us (a) a continuing security interest in any and all personal property owned by You and located at the Site, and all personal property placed in any and all vehicle(s) and trailer(s) rented from Us (and

this Agreement shall operate as a Security Agreement for such purposes, vesting in Us all rights available under the Uniform Commercial Code, as adopted in the state(s) in which Our business operations are conducted, and a mechanic's lien on the site and all improvements constructed therein or thereon. You further authorize Us to file this Agreement of public record, as a Financing Statement (with respect to any and all goods that are or are to become fixtures) or otherwise, in Our sole discretion.

WARNING REGARDING CRIMINAL CONVERSION: The use of false or fictitious identification to obtain rental property, the failure to return rental property or the failure to pay for its use, is a crime and may result in criminal prosecution.

ENFORCEMENT: You agree to pay Us all attorneys' fees and other costs Feral Mountain Co. may incur in enforcing or exercising Our rights under this Agreement, whether or not a suit is filed.