



MASTER RENTAL AGREEMENT

Lessor:		Lessee:	
Name:		Name:	
Address:		Address:	
City:		City:	
County:		County:	
State:		State:	
Zip Code:		Zip Code:	
Telephone #:		Telephone #:	
Federal Tax Id #:			

In consideration of the mutual promises herein contained, Lessor and Lessee agree as follows:

1. AGREEMENT FOR RENTAL OF EQUIPMENT. Lessor and Lessee agree that Lessee may, during the term of this Agreement, wish to rent equipment from Lessor as described in a Rental Schedule (herein called "Rental Schedule"). Such equipment is hereinafter referred to collectively as "Equipment" or separately as "Unit" or "Units". The purpose of this Agreement is to establish a procedure for entering into Rental Schedules during the term hereof and to establish the terms and conditions applicable to such Rental Schedules. To the extent there is a conflict between the terms of a Rental Schedule and this Agreement, the terms of the rental schedule shall control.

2. RENTAL SCHEDULES. When Lessor and Lessee agree to rent Equipment pursuant to this Agreement, they shall execute a Rental Schedule, in the form of Exhibit A, setting forth: (a) quantity and description of units, (b) serial number, (c) term of rental for each unit, (d) monthly charges for each unit, (e) hourly overtime charge for each unit, if applicable, (f) scope of maintenance to be provided by Lessor for each unit, if applicable, and (g) such other terms as shall be mutually agreed upon with respect to a particular Rental Schedule. The Rental Schedule shall constitute the rental of the units listed therein and all of the terms and conditions of this Agreement are incorporated by reference into the Rental Schedule.

3. SURVEY REPORT. When a request for quotation has been received by Lessor, Lessor will perform a study of Lessee's operation, the intended usage of the Equipment and the expected running hours per unit. A survey report will be prepared from the results of the study and the report will be attached to and become a part of the applicable Rental Schedule.

4. TERM.

4.1 When units are delivered to Lessee, Lessor will prepare and send to Lessee, a Certificate of Acceptance, in the form of Exhibit B, which shall set forth separately for each unit the following information: unit description, including serial number, and delivery date.

4.2 The term of rental of any unit of Equipment shall commence on the start date shown on the applicable Rental Schedule and expire on the last day of the Rental Term as specified in the applicable Rental Schedule. The initial term of the Rental Schedule may not be cancelled or otherwise terminated by Lessee. Upon the conclusion of the initial

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term, the term shall be extended automatically from month to month at the same monthly rental and applicable hourly overtime charge, unless and until either of the parties gives notice to the other of an intention to terminate such rental at least sixty (60) days prior to the expiration of the original term or at least thirty (30) days prior to the expiration of any extended term. Termination of this Agreement shall not affect the remaining individual terms of any Rental Schedules previously executed for units installed or currently being maintained.

5. PAYMENT TERMS.

5.1 Payment terms for all applicable charges shall be payable monthly in arrears, or as indicated in the applicable Rental Schedule, commencing on the first day of the month following the month of delivery and on the first day of each successive month thereafter until the aggregate rental has been paid. Each such monthly rental payment shall be in an amount equal to the monthly rental charge shown in the applicable Rental Schedule. Any charges invoiced shall be paid to the "remit to" address as shown on the invoice, or at such other address as directed in writing by Lessor. Lessee will pay any invoiced charges within thirty (30) days of Lessor's invoice date. If any invoiced amount is not paid within (10) days of its due date, Lessee agrees to pay a late charge of one and one-half percent (1 ½%) per month of the total amount due or the maximum legal rate allowed by law, whichever is less. Lessee's obligation to pay rent and other amounts payable hereunder shall be absolute and unconditional and shall not be affected by any offset, defense, counterclaim or occurrence whatsoever, including but not limited to any defect or failure of performance of the Equipment or any interruption or cessation in the use or possession of the Equipment by Lessee.

5.2 Any applicable hourly overtime charge will be based on the hours of use of a unit as determined by the Hour Meter or other mechanical device used to record hours of use supplied with each unit (herein called "hour meter"). Readings of the hour meter will be provided by Lessee and charges will be billed by Lessor periodically as indicated on the Rental Schedule. If any hour meter on any unit fails to function or hour readings are not provided by Lessee, the hours of use of that unit shall be ascertained by computing the average number of hours per month that the unit was used during the previous three (3) months of recorded use (or in case such previous period of recorded use shall be less than three (3) months, than during such lesser period) and multiplying the monthly average so computed by the number of months, or fractions thereof, during which said hour meter for such unit shall have failed to function. Lessee agrees to pay hourly overtime charges within thirty (30) days of Lessor's invoice date.

6. DELIVERY, USE AND RETURN.

6.1 Lessee shall execute and promptly deliver to Lessor a Certificate of Acceptance provided by Lessor at the time a unit is delivered. In the event Lessee has not delivered a Certificate of Acceptance or objected to the performance of a unit within fifteen (15) days of delivery, the unit shall be deemed accepted and the Equipment shall be conclusively presumed to be in good and serviceable condition and fully satisfactory to Lessee. All costs related to the delivery of the Equipment to the Lessee shall be the sole responsibility of the Lessee.

6.2 All Equipment rented hereunder is rented f.o.b., Lessor's facility, and will be kept and used at the place and for the purpose set forth in the Rental Schedule. Lessee agrees not to move any of the Equipment to any other location without the prior written consent of Lessor.

6.3 Upon the expiration of the original term or any extension thereof, or upon the sooner termination of this Agreement, Lessee will return each unit of Equipment, at Lessee's expense, to Lessor. The Equipment shall be returned with frame and major components (including, without limitation, all forks, overhead guards, load backrests and sheet metal) structurally sound, without breaks, cracks or excessive rust and corrosion. Drive motors, engines, hydraulic systems, and transmissions will operate properly at fully rated loads in all gear ranges, both forward and reverse. Smoking engines deemed excessive by the Inspector must be repaired prior to return. Water, oil and hydraulic leaks shall not be in excess of one drop per minute. Mechanical drive train will be in good condition and operate quietly without vibrations. Service and parking brakes must be able to stop Equipment within a safe distance, both forward and reverse. Steering will operate normally stop-to-stop without excessive play in linkage, or axle components such as king pins. Tires will not exhibit chunking and will have at least 40% of the original thickness remaining. All cabs, lights and other accessories will be in good operating condition and appearance. All components will have been recently serviced following manufacturer's operating and maintenance procedures. Equipment will be complete with all components, accessories, attachments, parts and pieces as when originally delivered. Lessee shall be responsible for and shall pay to

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Lessor, upon demand, any costs incurred by Lessor in restoring the Equipment, including but not limited to any costs associated with abuse or misuse of the Equipment while in Lessee's possession or control.

6.4 Lessor will endeavor to effect delivery by the delivery date requested, but it assumes no liability for damages of any kind, including but not limited to, special or consequential damages occasioned by failure to make delivery on such date. Lessee agrees that the Equipment is subject to availability and Lessor reserves the right to substitute models of like specification if practicable. Lessor may cancel any order or any part of an order without cause at any time and without penalty, and Lessor's sole obligation shall be to return any down payment paid by Lessee.

7. TEMPORARY EQUIPMENT. Lessor may, but is not obligated to, supply temporary Equipment to Lessee for Lessee's use pending delivery of the Equipment described in any Rental Schedule. If any such temporary Equipment is supplied to Lessee, each unit shall be subject to all of the provisions of this Agreement and monthly rental shall be charged at Lessor's then prevailing short-term rental rates. Delivery and return of temporary Equipment will be at Lessee's expense.

8. CARE OF EQUIPMENT.

8.1 Lessee agrees to take good care of the Equipment in the use, maintenance and storage thereof, and without limiting the foregoing, to keep Equipment in a covered area when not in use, to keep Equipment clean, to use and operate Equipment within its rated capacity, to restrict the use and operation thereof to safe, careful and competent personnel selected, employed, trained and controlled by Lessee, to assure that Equipment is operated with a driver's overhead guard and load back rest extension installed except when operating conditions prevent their use, to prohibit anyone other than person satisfactory to Lessor from making any repairs or adjustments to the Equipment; to use the Equipment only in the manner described in the Survey Report; and to notify Lessor immediately in writing of any accident affecting the Equipment, setting forth all relevant facts, and thereafter promptly to furnish Lessor in writing all information required by Lessor in connection therewith. Lessee shall be liable for any and all loss or damage to the Equipment due to its failure to observe any of the foregoing.

8.2 Lessee shall not, without written approval of Lessor, affix or install any accessory, attachment or other device to any Equipment, and all repairs, replacements, parts, supplies, accessories, attachments, and devices furnished or affixed to such Equipment shall thereupon, unless otherwise agreed in writing, become the property of Lessor.

8.3 If any unit of Equipment is damaged or any part or component thereof fails as the result of overloading or abuse or other improper usage, Lessee agrees to pay promptly, on receipt of invoices from Lessor, all costs and expenses incurred by Lessor in connection with repairing the Equipment so damaged, including but not limited to the cost of replacement Equipment.

9. MAINTENANCE. The respective responsibilities of Lessor and Lessee for maintenance of each unit of Equipment will be as described in the Rental Schedule covering that unit.

10. TAXES. Lessee shall be liable for and shall pay or reimburse Lessor for any and all taxes, fees or assessments, however, designated, levied or based upon, the rental, lease, use or maintenance of the Equipment under this Agreement, the Equipment, the transfer, use, possession or operation of the Equipment, or any combination of the foregoing, whether the same be payable by or assessed to Lessor or Lessee, including but not limited to personal property taxes, gross receipts taxes, privilege taxes, excise taxes, license taxes, and sales and use taxes, but excluding only taxes measured by the net income of Lessor. Lessee shall give immediate written notice to Lessor of any attachment, lien, tax notice or inquiry from taxing authorities concerning the taxes, fees or assessments, referred to herein. Lessee shall pay such taxes to Lessor in addition to the monthly charges. The amount which is invoiced for taxes may be increased or decreased from time to time and Lessee will be responsible to pay or reimburse Lessor for such taxes and any increases, changes, additions or corrections thereto.

11. DISCLAIMER OF WARRANTY AND LIMITATION OF DAMAGES.

THE WARRANTIES SET FORTH HEREIN OR OTHERWISE PROVIDED IN A WRITTEN WARRANTY STATEMENT FROM THE EQUIPMENT MANUFACTURER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

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WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY LESSOR, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF LESSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, REPAIR, OR PERFORMANCE OF THE EQUIPMENT ARE DISCLAIMED. LESSOR WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING EQUIPMENT AND SERVICES OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR LESSOR'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO THE EQUIPMENT AND SERVICES COVERED BY THIS AGREEMENT SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF A DEFECTIVE ITEM OF EQUIPMENT. IF LESSOR FAILS TO REPLACE OR REPAIR AS AFORESAID, LESSOR'S ENTIRE LIABILITY SHALL NOT EXCEED THE ENTIRE AMOUNT PAID TO IT BY LESSEE UNDER THIS AGREEMENT FOR THE APPLICABLE UNIT. IN NO EVENT SHALL LESSOR'S LIABILITY INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF LESSOR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. LIABILITY AND INSURANCE.

12.1 Lessee assumes all risk and liability arising from Lessee's possession, use and operation of each unit from the moment of delivery to Lessee to the moment of return to Lessor and agrees to indemnify and hold Lessor harmless from any and all the following, whether the same be actual or alleged unless directly caused by Lessor's negligence; all loss, damage, claims, suits, taxes, liens, penalties, fines, liability and expense (including reasonable attorney's fees) howsoever arising or incurred because of such possession, use and operation of Equipment including, but not limited to, damages or injuries or death to persons or injury to or destruction of property, claims and liens for storage, labor and materials and all loss of and damage to Equipment.

12.2 Lessee shall provide and pay for all general liability insurance against physical loss or damage to units in an amount equal to the full insurable value of the Equipment, and such policies shall name Lessor and its assigns as loss payee.

12.3 Lessee shall also provide and pay for public liability insurance, including contractual liability for bodily injury and property damage caused by, or arising out of, Lessee's possession, use, and operation of units. The minimum limits for such insurance shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. Such policies shall name Lessor and its assigns as additional insureds.

12.4 Lessee shall furnish Lessor with certificates of insurance evidencing such coverages which shall provide for thirty (30) days prior written notice by registered mail to Lessor of any cancellation or change reducing coverage. The insurance so provided shall be effective during the period from the moment of delivery of each unit to Lessee until the moment of return or surrender of possession to Lessor or his authorized representative.

13. DELAYS. Lessor shall not be liable for delays in furnishing Equipment, repairing Equipment or providing substitute Equipment.

14. DEFAULT. Any one or more of the following shall constitute an event of default: (a) failure by Lessee to pay any installment of rent or any other amount payable to Lessor hereunder within thirty (30) after the due date thereof; or (b) failure by Lessee to perform any other provision of this Agreement, if such failure shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee; or (c) institution of a proceeding in reorganization, bankruptcy or insolvency by or against Lessee or its property in any court, which proceeding is not dismissed for a period of thirty (30) days, or the application for, or consent to by Lessee of, any assignment for creditors or other reorganization or creditor agreement, either with or without court action; or (d) the making or permitting by Lessee of any unauthorized use, assignment or transfer of a unit of Equipment.

15. REMEDIES.

15.1 If an event of default occurs, Lessor may do any one or more of the following: (a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms

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of this Agreement or to recover damages for the breach of such covenants and terms hereof; or (b) by notice in writing to Lessee, terminate this Agreement as to all or any of the units of Equipment, whereupon all right and interest of Lessee to, or in the use of, said units of Equipment shall absolutely cease and terminate as though this Agreement had never been made. Lessee shall deliver the units of Equipment to Lessor's facility set forth in the Rental Schedule, or Lessor may, without relieving Lessee of its obligations, directly or by its agents, enter upon the premises of Lessee or other premises where any of the said units of Equipment may be and, take possession thereof and henceforth hold, possess and enjoy the same free from any right of Lessee or its successors or assigns, including any receiver, trustee in bankruptcy or creditor of Lessee, hold or use said units of Equipment for any purposes whatever; but Lessor shall nevertheless have the right to retain all prior rental payments hereunder, and to recover from Lessee any and all amounts including rents which, under the terms of this Agreement, may be then due and be unpaid hereunder, as compensation for the use of said units of Equipment, plus a reasonable sum for attorneys' fees and such expenses as shall be expended or incurred in the seizure of said units of Equipment or in the enforcement of any right or breach hereunder or in any consultation or action in such connection.

15.2 If this Agreement is terminated under section 15.1(b) above, in view of the specialized nature of the Equipment covered hereby, the planning and forecasting by Lessor of its facilities, investment and interest costs over the term of this Agreement, and the computation of rental charges hereunder being based upon Lessee's business and type of operations, among other factors, it is agreed that the actual amount of damages resulting from a default under this Agreement by Lessee would be difficult, if not impossible, to ascertain. Therefore, Lessee agrees to pay Lessor at Lessor's option, not as a penalty, but as and for liquidated damages, an amount equal to the remaining monthly rent payable during the term, present valued using a simple interest rate equal to four percent (4%) for the unexpired portion of the term of this Agreement.

15.3 The remedies provided by this Agreement in favor of Lessor shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies available to Lessor at law or in equity.

16. OWNERSHIP. It is expressly understood and agreed that this is a contract of rental only and Lessee does not acquire title to any Equipment. Lessee has no right or option to purchase the Equipment upon expiration of, or at any time during, the term of rental, unless set forth in the applicable Rental Schedule. Lessee shall execute any document deemed necessary, in Lessor's sole discretion, to perfect Lessor's ownership interest in the Equipment, including a financing statement or other document similar to the UCC-1. Lessee authorizes Lessor to file at Lessee's expense any financing statement relating to the Equipment without Lessee's signature, except where prohibited by law.

17. ASSIGNMENT. Lessee shall not assign, mortgage or encumber this Agreement or any units rented hereunder nor sublet or suffer or permit any unit to be used by others without the prior written consent of Lessor and assignee. Lessor may assign, mortgage or otherwise encumber this Agreement and Lessor's right, title, and interest in and to all or any of the Equipment. Lessee agrees to recognize any such assignment and hereby waives notice thereof.

18. CHOICE OF LAW. This Agreement shall be construed in accordance with the laws of the state of _____ without regard to choice of law principles. The parties hereto irrevocably submit to the jurisdiction of the State of _____ and the venue of _____ County in any action brought by the parties hereto concerning this Agreement or the performance thereof. In the event of litigation or other proceedings by Lessor to enforce or defend any term or provision of this Agreement, Lessee agrees to pay all costs and expenses sustained by Lessor, including but not limited to, reasonable attorney's fees.

19. SEVERABILITY. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

20. WAIVER. The failure of either party to require strict performance of any provision shall not diminish that party's right thereafter to require strict performance of any provision, and the waiver by either party of a breach, default, or a

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deficiency of any such provision shall not operate as nor constitute a waiver of any subsequently occurring breach, default or deficiency of the same or any other provision.

21. NOTICES. All notices relating to this Agreement shall be in writing and shall be mailed certified mail, return receipt requested, or by recognized overnight courier, to Lessor or Lessee at the address set forth above or at such other address as may hereafter be designated, if to Lessor, attention: _____. All such notices shall be deemed effective five days after mailing or upon receipt, whichever is earlier.

22. AGENTS. Lessee acknowledges that it has been advised that no agent, employee, or representative of Lessor has any authority to bind Lessor to any affirmation, promise, representation, or warranty concerning any of the Goods and Services, and, unless such affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against Lessor.

23. ENTIRE AGREEMENT. This Agreement, the Rental Schedules, and the other attachments referenced herein is the entire agreement between the parties and supersedes and replaces any proposals or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by Lessor and Lessee. Lessee agrees that any other documentation issued to Lessor covering the Equipment or maintenance, if applicable, is issued for purposes of authorization and Lessee's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. The terms and conditions of this Agreement shall supersede any terms and conditions which may be contained on any document which may be issued by Lessee. This Agreement shall not be binding unless and until accepted and approved by an authorized representative of Lessor.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Agreement to be executed by their duly authorized representative as of the _____ day of _____, _____.

Lessor:		Lessee:	
By (Signature):		By (Signature):	
Title:		Title:	

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EXHIBIT A RENTAL SCHEDULE – FULL MAINTENANCE

Schedule Number: _____

This Rental Schedule is attached to and constitutes an undivided part of the Master Rental Agreement (“Rental Agreement”) between _____ (“Lessor”) and _____ (“Lessee”) and all of the terms used herein which are defined in the Rental Agreement shall have the same meaning as defined therein.

Location of Equipment _____
Street
City
County
State
Zip

1. SCHEDULE OF EQUIPMENT: Lessor hereby rents to Lessee and Lessee hereby rents from Lessor, the following units, subject to the rentals, terms and conditions of the Rental Agreement referenced above and this Rental Schedule:

Qty.	Description of Equipment	Serial Number	Monthly Rental Rate Per Unit	Hourly Overtime Charge Per Unit

Where battery powered Equipment is rented, any additional batteries and chargers other than those listed above and included in the monthly rental per unit shall be rented from Lessor at the sole cost and expense of Lessee.

2. RENTAL TERM: _____ months **START DATE:** _____

3. SURVEY REPORT: The monthly rental charges stated in Section (1) hereof have been calculated on the basis of information supplied by Lessee and data developed by Lessor as set forth in Survey Report dated _____ which is hereby accepted by Lessee and is attached hereto and made a part hereof.

4. HOURLY OVERTIME CHARGE: If an hourly overtime charge is provided for in Section (1) of this Schedule for any unit of Equipment, it shall apply to hours of use of that unit of Equipment in excess of _____ hours per _____, adjusted _____ at _____ hours per _____.

5. RATES FOR LABOR AND PARTS: Maintenance and repairs that are excluded from coverage under this Agreement shall be performed at **[\$_____]** OR **[Dealer’s then published hourly service rates for labor]** (“Contract Labor Rate”) and at Lessor’s then current published fleet pricing for parts, components and accessories.

6. MAINTENANCE AND CARE OF EQUIPMENT:

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6.1 This Agreement covers labor on routine, remedial and periodic maintenance service as well as remedial parts. Periodic maintenance shall be performed on the Equipment at the intervals defined by the technical service manuals for the particular model and will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge providing such calls are made during Lessor's regular business hours, exclusive of holidays. All service calls made outside regular business hours will be charged a premium Contract Labor Rate as follows:

Evening and Saturday hours	Contract Labor Rate @ 125%
Sunday hours	Contract Labor Rate @ 150%
Holiday hours	Contract Labor Rate @ 200%

There will be a minimum four (4) hour charge for service calls made outside of Lessor's regular business hours.

Services shall generally be performed within twenty-four (24) hours of receiving notice from Lessee that the Equipment is inoperative.

6.2 OPERATIONAL RESPONSIBILITIES OF LESSOR: Subject to performance by Lessee of its obligations with respect to the Equipment, Lessor shall service and maintain the Equipment in proper working condition. If any unit of Equipment shall be out of service for needed repairs, due to normal use, Lessor will promptly, after notice by Lessee, arrange to repair such Equipment. If Lessor deems it impracticable to promptly repair any such unit of disabled Equipment, it shall temporarily substitute similar Equipment in good operating condition until the rented Equipment is put into proper operating condition. The temporary Equipment shall be nearly as practicable to the same capacity and general specifications as the rented Equipment; provided, however, that Lessor shall not be required to provide specialized attachments or accessories, or to make special alterations to the temporary Equipment. Such temporary Equipment shall, while in the service of Lessee, be subject to the terms and conditions and the payment of rentals and charges provided in this Agreement.

6.3 OPERATIONAL RESPONSIBILITIES OF LESSEE: Lessee agrees to make the Equipment available for servicing by Lessor at reasonable times during Lessor's regular business hours. Lessee shall provide, without charge to Lessor, a suitable area within Lessee's premises for Lessor's employees to service each unit of Equipment and perform such repairs as can reasonably be made without removing the Equipment from Lessee's premises. The space shall be well lighted, heated and ventilated. Where the number and type of Equipment warrant, Lessee shall provide an adequate and secure storage area and facilities, without charge, in order that Lessor may maintain an inventory of supplies or parts required in the servicing of Equipment. Lessee, at its own cost and expense, shall be responsible for the normal needs and operator requirements for the Equipment in its daily operations, including: making a routine check of each unit of Equipment at the beginning of each shift; supplying all necessary fuel (gasoline, electric current or LP gas), oil and fluid; where applicable, checking the oil level in the crankcase and coolant in the cooling system at the beginning of each shift and checking the air pressure of pneumatic tires; where battery powered Equipment is rented, maintaining the proper level of fluid in the batteries, properly recharging the batteries and installing devices necessary to effectuate such recharging; where LP Gas Equipment is rented, furnishing and storing LP Gas fuel and cylinder and changing such cylinders as required; Lessee shall store the Equipment in a covered area when not in use; Lessee shall promptly report any problems with Equipment to the Lessor, and shall take out of service any Equipment in need of maintenance or repair until the same has been completed; keep the Equipment clean; limit operation of the Equipment to within its rated capacity; allow only trained, competent operators to use Equipment; and operate the Equipment only with the load backrest and overhead guard in place.

6.4 If any unit of Equipment is damaged or any part or component thereof fails as the result of overloading, avoidable damage, (as described in Section 7.1 below), or other improper usage, Lessee agrees to pay, all costs and

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expenses incurred by Lessor in connection with repairing the Equipment so damaged, including but not limited to the cost of replacement Equipment, upon receipt of Lessor's invoice.

7. EXCLUSIONS AND LIMITATIONS:

7.1 Services provided under this Rental Schedule do not include repair and replacement of tires, attachments, batteries, chargers, light bulbs and avoidable damage. For purposes of this Agreement, avoidable damage includes but is not limited to: maintenance or repairs due to accident or damage to the Equipment; deterioration that is beyond normal wear and tear; repairs required due to damage resulting from use of Equipment in a manner for which it was not designed, operator error, use by other than trained, competent operators, abusive or improper operation of the Equipment, falling objects, collision, fire or vandalism; damage resulting from operation of a piece of Equipment already in need of maintenance or repair; operation of a piece of Equipment with improper fluid levels such as engine oil, antifreeze, battery water or hydraulic oil; failure of Lessee to perform its responsibilities described in Section 6.3 above; broken lights or brackets; damage from battery acid to truck components; upholstery damage from sharp objects; damage to cylinder rods caused by impact; damage to undercarriage, housing and oil pans, axles and bearings caused by debris and/or foreign objects; broken carriage rollers, load backrests, or overhead guard legs, frame or counterweight or other truck components caused by impact; truck component failure due to improper charging of batteries; damage to engines, transmissions or other components due to lack of operator checks as provided in 6.3 above; damage resulting from "bulldozing" of loads; malfunction of parts, attachments, or supplies not manufactured or approved for use in the Equipment by Lessor; alterations, modifications or changes to the Equipment by someone other than Lessor, including Lessee, Equipment damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement.

7.2 Except for Operational Responsibilities of Lessee described in Section 6.3 above, Lessee's personnel or other third parties shall not perform maintenance or attempt repairs to Equipment while such Equipment is being maintained under this Agreement, except as specified and approved by the Lessor.

7.3 Lessee shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Equipment being maintained by Lessor under this Agreement without Lessor's prior written approval.

Lessor:		Lessee:	
By (Signature):		By (Signature):	
Title:		Title:	
Date of Execution:		Date of Execution:	

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Fort Wayne | Northwest Indiana
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no extra charge providing such calls are made during Lessor’s regular business hours, exclusive of holidays. All service calls made outside regular business hours will be charged a premium Contract Labor Rate as follows:

Evening and Saturday hours	Contract Labor Rate @ 125%
Sunday hours	Contract Labor Rate @ 150%
Holiday hours	Contract Labor Rate @ 200%

There will be a minimum four (4) hour charge for service calls made outside of regular business hours.

Services shall generally be performed within twenty-four (24) hours of receiving notice from Lessee that the Equipment is inoperative.

6.2 OPERATIONAL RESPONSIBILITIES OF LESSEE: Lessee agrees to make the Equipment available for servicing by Lessor at reasonable times during Lessor’s regular business hours. Lessee shall provide, without charge to Lessor, a suitable area within Lessee’s premises for Lessor’s employees to service each unit of Equipment and perform such repairs as can reasonably be made without removing the Equipment from Lessee’s premises. The space shall be well lighted, heated and ventilated. Where the number and type of Equipment warrant, Lessee shall provide an adequate and secure storage area and facilities, without charge, in order that Lessor may maintain an inventory of supplies or parts required in the servicing of Equipment. Lessee, at its own cost and expense, shall be responsible for the normal needs and operator requirements for the Equipment in its daily operations, including: making a routine check of each unit of Equipment at the beginning of each shift; supplying all necessary fuel (gasoline, electric current or LP gas), oil and fluid; where applicable, checking the oil level in the crankcase and coolant in the cooling system at the beginning of each shift and checking the air pressure of pneumatic tires; where battery powered Equipment is rented, maintaining the proper level of fluid in the batteries, properly recharging the batteries and installing devices necessary to effectuate such recharging; where LP Gas Equipment is rented, furnishing and storing LP Gas fuel and cylinder and changing such cylinders as required; Lessee shall store the Equipment in a covered area when not in use; Lessee shall promptly report any problems with Equipment to the Lessor, and shall take out of service any Equipment in need of maintenance or repair until the same has been completed; keep the Equipment clean; limit operation of the Equipment to within its rated capacity; allow only trained, competent operators to use Equipment; and operate the Equipment only with the load backrest and overhead guard in place.

7. AVOIDABLE DAMAGE:

For purposes of this Agreement, avoidable damage includes but is not limited to: maintenance or repairs due to accident or damage to the Equipment; deterioration that is beyond normal wear and tear; repairs required due to damage resulting from use of Equipment in a manner for which it was not designed, operator error, use by other than trained, competent operators, abusive or improper operation of the Equipment, falling objects, collision, fire or vandalism; damage resulting from operation of a piece of Equipment already in need of maintenance or repair; operation of a piece of Equipment with improper fluid levels such as engine oil, antifreeze, battery water or hydraulic oil; failure of Lessee to perform its responsibilities described in Section 6.2 above; broken lights or brackets; damage from battery acid to truck components; upholstery damage from sharp objects; damage to cylinder rods caused by impact; damage to undercarriage, housing and oil pans, axles and bearings caused by debris and/or foreign objects; broken carriage rollers, load backrests, or overhead guard legs, frame or counterweight or other truck components caused by impact; truck component failure due to improper charging of batteries; damage to engines, transmissions or other components due to lack of operator checks as provided in Section 6.2 above; damage resulting from “bulldozing” of loads; malfunction of parts, attachments, or supplies not manufactured or approved for use in the Equipment by Lessor; alterations, modifications or changes to the Equipment by someone other than Lessor, including Lessee, Equipment damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement.

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Lessor:		Lessee:	
By (Signature):		By (Signature):	
Title:		Title:	
Date of Execution:		Date of Execution:	

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supplying all replacement oil and fluid; where applicable, checking the oil level in the crankcase and coolant in the cooling system and checking the air pressure of pneumatic tires. (b) Preventative maintenance service. (c) Repairing, overhauling or adjusting of drive line, drive axle, upright, steering gear, steering axle, hydraulic system, brakes, power steering components, chains, and on internal combustion powered Equipment the engine, engine accessories, belts, and transmissions; and on battery powered Equipment the electric drive and pump motors and controls, and all other routine repair work required to keep the Equipment in good operating condition. (d) Repairing, overhauling or adjusting of battery and charging Equipment where battery powered Equipment is rented. (e) Replacing or repairing of tires. (f) Repairs that may be required if any unit of Equipment is damaged or any part or component thereof fails as the result of overloading or abusive or other improper usage. (g) Repairs that may be required as determined by Lessor during its periodic inspection and report to Lessee. If Lessor, during a periodic inspection determines that Lessee has failed to perform its obligations as set forth above, Lessor shall give Lessee written notice thereof. Unless Lessee performs such obligations within thirty (30) days from the date of such notice, Lessor shall have the right, but shall not be obligated, to perform or have performed the maintenance service and repairs required to be performed by Lessee under this Agreement, and Lessee agrees to pay Lessor an amount equal to the cost thereof. Lessee agrees, at the expiration of or earlier termination of the term of this Agreement, to return each unit of Equipment to Lessor, in good operating condition, without any missing or broken components or accessories. Lessee agrees to reimburse Lessor within thirty (30) days after receipt of Lessor's invoice for any repairs necessary to restore the unit to such condition. For the purposes of this section the phrase "Good operating condition" shall mean: the unit loaded to its rated capacity; starts under its own power and idles; does not leak oil, fluid, or fuel; moves through its normal speed ranges in both forward and reverse; steers normally right and left in both forward and reverse; is able to stop with its service brakes in a safe distance in both forward and reverse; lifts, lowers, and tilts normally and without hydraulic oil leaks, and its attachment, if so equipped, performs all of its required function. In addition, each unit will have: serviceable tires with some remaining tread and without chunking or flat spots; and its horn, parking brake, lights and all safety Equipment or devices operational.

Lessor:		Lessee:	
By (Signature):		By (Signature):	
Title:		Title:	
Date of Execution:		Date of Execution:	

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EXHIBIT B CERTIFICATE OF ACCEPTANCE

Reference is made to the Master Rental Agreement (the "Agreement") between _____, as Lessor/Seller, and _____, as Lessee/Buyer ("Customer"). Any terms used herein, which are defined in the Agreement, shall have the meaning set forth therein.

The undersigned certifies that the following Equipment is delivered and accepted by Customer for use under the Agreement, that such Equipment has been subject to and governed by the provisions of the Agreement, that such Equipment is satisfactory to Customer, that Customer is obligated to make the payments and pay all other sums provided for in the Agreement with respect to such Equipment, that such Equipment has not been placed in service or otherwise used by Customer prior to the Commencement Date set forth below, and to the best of its knowledge, that no default has occurred under the Agreement and that the representations and warranties of the Customer contained in the Agreement are true and correct on and as of the Commencement Date set forth below.

Quantity	Description of Equipment	Serial No.

The Customer has executed this Certificate of Acceptance as of the Commencement Date set forth below.

Commencement Date:		Signature:	
		Title:	

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