For good and valuable consideration, you and Beiler Enterprises LLC, an Arizona limited liability company, d/b/a "Surprise Rental" and d/b/a "Sage Equipment Rental" (also referred to herein as "SRL," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions, "Rented Item(s)" or "Item(s)" means the item(s) provided (rented or if specifically set forth on P.1, sold) to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section [or "§"] 5 below); "Site" means the address set forth on P.1 where the Item(s) is/are to be delivered and/or used; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer," "Lessee" and/or "Guarantor" (as applicable) identified on P.1.

2. You agree to rent from SRL the Rented Item(s) for the period(s) specified on P.1 (the "Term"), to pay us our stated rental rate(s) (the "Rent") and all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all injury, theft, loss and damage of, to and/or arising in connection with the Rented Item(s), until all such Item(s) is/are returned to and accepted by us in the return condition required under § 6. Unless we otherwise agree in writing, all rental rates are for normal use of the Rented Item(s) on: (a) a single-event basis for special events items; and (b) a single-shift basis for all other Items, including equipment and tools, not exceeding the least of: 8 hours per 24 hour period for which Rent is charged hereunder (each, a "Rental Day"); 40 hours per 7-Rental Day period; and/or 160 hours per 28-Rental Day period (zero hours for uncharged-for periods) in compliance with this Contract. Additional Rent will be charged as provided in § 6, for late returns and overuse. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder for time in transit, Act(s) of God, event(s) of force majeure or other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless we otherwise agree in writing, you shall: (a) pay us: (i) the Estimated Rent and all deposits specified on P.1 in advance of the Term (the "Prepayment"); and (ii) all other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; and (iv) all Prepayments are NON-REFUNDABLE. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned.

3. If we agree to deliver and/or retrieve any Item(s), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for delay(s) caused by any acts or omissions of/by you, your agents, employees or contractors, or any other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless SRL, its agents, employees, and contractors. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives and/or delivery personnel regarding the same (including status, condition, quality, utility, defects, and quantities of or with respect to the Item(s) and/or the Site).

4. Except with respect to Item(s) we rent from one or more third parties (each, a "TPO") and re-rent to you, SRL owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligation to fully and timely comply with this Contract at all times. You SHALL NOT: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) have any title or ownership interest in or with respect to such Item(s); or (c) loan, share, transfer, sublease, store, surrender or assign any Rented Item(s) or this Contract, without our prior written consent (in our sole discretion). SRL may, from time to time, substitute Rented Item(s) and/or sell or assign all or any part of its interests in one or more Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of SRL.

5. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and fully understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all EPA, OSHA, ASME, IEEE, IBC, NFPA, IFC, ASSP, ANSI and other standards, applicable to the Item(s) and their use, operation and/or occupancy (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Ventilation, AWP/MEWP, training and familiarization, cleaning, site assessment and evacuation plan requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices (including RESPIRATORY and FALL PROTECTION); (iv) will use each Item only for its intended purpose, reasonably and safely, and within its rated capacity; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (call 811, and go to www.Arizona811.com at least 2 full working days, excluding weekends and state-recognized holidays, in advance); (vi) will immediately cease using any Item that is contaminated, damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract. You agree to notify: (A) the police and SRL in the event of any theft or accident involving any Rented Item(s); and (B) SRL if any of the other requirements of this § 5 shall be breached or proven incorrect or misleading.

6. You will ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Rented Item(s), to protect, properly maintain and care for each such Item at all times, to keep each such Item safely and securely stored and locked when not in use, and return each such Item to SRL on time at the end of the Term, complete, clean and free of contamination (including asbestos, beryllium, silica and pathogens), and otherwise in good order, condition and repair, properly cleaned, disinfected, serviced and maintained, and if applicable, full of the proper fuel, fluids and lubricants. If you fail to do so, in addition to any other amounts specified on P.1, you will promptly pay us: (a) Rent at our highest incremental rate until all such Item(s) have been returned or replaced as required; and (b) all costs and expenses we may incur in connection with such failure. You shall not, nor shall you permit anyone else to: (i) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, CANNABIS, CANNABINOIDS AND ALCOHOL, WHETHER OR NOT LEGAL) or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item(s); (ii) violate any Instruction, insurance policy or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (iv) disable, misuse or circumvent any safety device(s) in, on or with any Rented Item(s); or (v) take possession of or exercise control over any Rented Item(s), without our prior consent (in our sole and absolute discretion).

7. WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS AND SHOULD BE SERVICED, MAINTAINED, REPAIRED AND USED WITH EXTREME CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND IF APPLICABLE, LICENSED, ADULT USERS, OPERATORS AND OCCUPANTS. YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL SUCH PARTIES, and ensure that each such Item is used, operated, and occupied safely and only in full compliance with this Contract (including the foregoing requirements, at all times. YOU ALSO AGREE TO: (A) ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT LEAST 21 YEARS OF AGE AT ALL TIMES; (B) POST IN A CONSPICUOUS PLACE, AN OSHA-COMPLIANT EVACUATION PLAN FOR ANY AND ALL TEMPORARY STRUCTURES INCLUDED IN THE RENTED ITEM(S); AND (C) EVACUATE, AND PERMIT SRL TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY OR ALL RENTED ITEM(S) (without obligating us to do so) IF SEVERE WEATHER OR OTHER HAZARD OCCURS OR THREATENS.

8. In the event of a Malfunction (as defined in § 5), you will immediately notify SRL, and provided such Malfunction did not result from or in connection with: (a) any wrongful or negligent act or omission of/by you or anyone you permit to use or otherwise deal with any Rented Item; or (b) your breach of any provision of this Contract, SRL may, at its sole option: (i) repair the Malfunctioning Item; (ii) provide you with a comparable item; or (iii) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. SRL shall not have any other obligation(s) regarding Malfunctions, all of which you hereby waive, together with all incidental and consequential damages.

9. NO WARRANTIES. SRL IS NOT THE MANUFACTURER OR DESIGNER of any of the Item(s), all of which are provided "AS-IS". NEITHER SRL NOR ANY TPO MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY AND ALL WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, as well as any warranty(ies) arising from any course of dealing, course of performance and/or usage of trade) regarding any Item(s) or Service(s) provided by or at the direction of SRL, nor does SRL or any TPO make any warranty(ies) against INTERFERENCE OR INFRINGEMENT, all of which warranties you waive. NO DESCRIPTIONS, DEPICTIONS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY SRL OR ANY TPO. There are no warranties that extend beyond the description on the face hereof.

10. INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, ILLNESS, PRODUCTS LIABILITY, LOSS, PROPERTY DAMAGE, THEFT, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, INSTALLATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT

(COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, SRL, EACH TPO their respective parents, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (the "Indemnitees"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising from and/or in connection with the Item(s), this Contract, our negligence, and/or your breach of any one or more of the terms hereof; and except only as provided in § 8, (C) WAIVE all rights, remedies and defenses available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each of the Indemnitees.

11. You agree to maintain all insurance we may require, including: (a) commercial general and host liquor lia-bility insurance with minimum limits of $1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; (c) workers' compensation insurance; and (d) for all trailers included with or in the Rented Item(s): (i) hired auto liability insurance with minimum limits of $1,000,000; (ii) hired auto physical damage insurance for actual cash value; and (iii) replacement cost contents insurance for all contents thereof. Such policies shall, whenever possible: (i) name SRL as an additional insured and loss payee; (ii) waive subrogation against us; (iii) be primary and non-contributory; and (iv) include such other provisions (including deductibles) as we may require. You irrevocably appoint SRL as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all of the above referenced policies.

12. If and only if, we have offered, and you have elected to purchase and paid the non-refundable LDW fee for our OPTIONAL LIMITED DAMAGE WAIVER ("LDW") (set forth on P.1, if available) in advance, you will have no liability to us for 80% of the first $5,000 of repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); except that, that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged as a result of: (A) your breach of this Contract; (B) vandalism, theft, disappearance, or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overloading, overturning and damage from falling objects); (iii) GPS and telematics systems and data, batteries, keys, glass, vehicles tires, tubes, tracks, booms, belts, chains, fittings, knobs and hoses; and (b) damage to tents (including any damage caused by burns, mold, mildew or wax). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 11. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

13. If any performance required of us is delayed, impaired or rendered more costly as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of force majeure (including fire, flood, storm, earthquake, tsunami, slide, collapse, subsidence, war, riot, terrorism, power surge or outage, epidemic, pandemic and governmental and regulatory actions) or other events, facts or circumstances beyond our reasonable control, we will be excused from such performance.

14. You agree to fully and timely pay all taxes (including sales, use, and other taxes), tolls, fines, fees, assessments, and other charges related to each Item, including any "heavy equipment property" surcharge required under Arizona law (currently 1.5% under A.R.S. § 44-1799.41). If legal action is commenced in connection herewith, we will be entitled to recover our associated costs and expenses (including without limitation, attorneys' fees) from you if we prevail. All amounts due hereunder but not timely paid will bear interest at the lesser of: (i) 18% per annum; or (ii) the highest rate permitted under applicable law until paid. You authorize us to charge all amounts coming due hereunder to any debit and/or credit card(s) you provide (up to 150% of the new replacement cost of the Item(s)). You agree to pay us the maximum lawful charge for any check you write which is returned unpaid.

15. Your rental shall be deemed a "net" rental. Accordingly, your duties hereunder are unconditional and shall not be subject to any reduction, setoff, or counterclaim. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any other contract(s) with SRL, and/or any of your obligations (t)hereunder; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, unless covered by LDW per § 12, damaged, you will be in DEFAULT hereunder and thereunder, whereupon, SRL may with or without legal process or notice (and without liability to you or any guarantor), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, disassemble and/or disable any Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage, including without limitation, damage to crops, flora and/or fauna (for which you will indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations (t)hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available in connection (t)herewith, all of which shall be cumulative.

16. This Contract shall be governed by and enforceable under the laws of Arizona. Disputes arising in connection with this Contract and/or its subject matter, shall, at our option, be submitted to binding ARBITRATION in accordance with the Rules of the American Arbitration Association before a single arbitrator and in a location selected by SRL. Judgment on the arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith but not made subject to arbitration shall lie solely and exclusively in the federal, state, and local courts located in or nearest Maricopa County, AZ (unless waived by SRL). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. YOU WAIVE YOUR RIGHTS TO: (A) PARTICIPATE IN ANY JOINT, COLLECTIVE OR CLASS ACTION AGAINST SRL; AND (B) TRIAL BY JURY.

17. To the maximum extent permitted under applicable law, you grant to SRL a lien on all real and personal property: (a) placed in or on; and/or (b) improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS systems) any Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be SRL's property. You waive all statutes of limitations regarding our rights and remedies. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you and received by us hereunder for the Item(s) identified on P.1. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies. Time is of the essence. There are no third-party beneficiaries hereto other than the Indemnitees. The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court or arbitrator of competent jurisdiction, such provision will be deleted, and the remainder (t)hereof will remain valid and enforceable. This Contract, and any addenda we provide, each of which is incorporated herein, represent(s) the entire agreement between you and SRL, superseding all other agreements and representations (including our website and advertising) and cannot otherwise be amended or extended except in a writing signed by SRL. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other Items you obtain from us at any time (except only as we may otherwise agree) and shall be deemed modified "mutatis mutandis" to address sales (if any) of Item(s) specifically identified on P.1 (except that § 8, shall not entitle you to return to SRL any Item(s) sold. You acknowledge that this Contract: (i) is a true operating lease, and not a financing; (ii) is fair and reasonable; and (iii) shall bind and be enforceable by you, SRL, the other Indemnitees and their respective insurers, subrogees, successors and permitted assigns. Digital, electronic, photocopied, and facsimiled signatures appearing on this Contract will be deemed originals.

18. WARNING: If the rented property is not returned within 72 hours of the scheduled return date and time, you may be subject to criminal penalties, which may include a fine and up to a maximum of six (6) months' imprisonment, per Section 13-1806 et seq. of the Arizona Revised Statutes, and its/their successor provision(s).