

1. **LESSEE.** The term "Lessee", includes the Lessee identified on page 1 and all officers, employees, agents, representatives, heirs, successors, and any other person with authority to act on behalf of Lessee.
2. **LEASED EQUIPMENT.** The term "Leased Equipment" includes all scaffolding equipment or property rented to Lessee by Lessor in connection with the Lease Number appearing on Page 1.
3. **RENTAL TERM.** The minimum rental term is 28 days (unless otherwise stated). The Rental Term starts the day Leased Equipment is picked up by Lessee or is delivered to/for Lessee and ends the day the Leased Equipment is Off Rental. Leased Equipment is Off Rental the day Lessee: (a) returns the Leased Equipment to Lessor's place of business during business hours or (b) Lessor picks up the Leased Equipment after being notified by Lessee of termination of use of the Leased Equipment and requests Lessor to pick up the Leased Equipment. **Lessee will return the Leased Equipment to Lessor unless Lessor has expressly agreed, in writing,** to pick up Leased Equipment from Lessee, at Lessee's expense, in which event each and every provision of this lease will remain in effect for twenty-four (24) hours after Leased Equipment is Off-Rental. Lessor requires 48 hours' notice for scheduling a dismantle, all or in part. If a partial dismantle is requested additional charges apply. Lessee shall secure Leased Equipment against theft or unauthorized use and shall be responsible for all Leased Equipment for the entire twenty four hour period.
4. **INSPECTION.** Lessee agrees that it (a) shall inspect all Leased Equipment prior to receipt of the Leased Equipment by Lessee if reasonably available for inspection at Lessor's place of business prior to delivery to Lessee, (b) shall in all events inspect all Leased Equipment at the Location or use prior to any use by Lessee, and (c) shall maintain a continuing inspection of all Leased Equipment at all times throughout the Rental Term. Unless Lessee shall give written notice to Lessor prior to receipt, delivery or in all events any use of the Leased Equipment specifying any defect in, or other objection to, the Leased Equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee (a) has fully inspected the Leased Equipment; (b) acknowledged that the Leased Equipment is in good condition and repair; and (c) is satisfied with and has accepted and retained the Leased Equipment in such good condition and repair.
5. **DISSATISFACTION WITH LEASED EQUIPMENT.** If the Leased Equipment is, or becomes, defective or unfit for any reason, or the Lessee desires to cease the use of the Leased Equipment for any reason whatsoever, **THE LESSEE'S SOLE RIGHT AND REMEDY SHALL BE THE RETURN OF THE LEASED EQUIPMENT TO LESSOR AND THE TERMINATION OF THIS LEASE.** In the event that the Leased Equipment is returned and this lease is terminated, Lessee shall pay the full amount due and owing on the lease, the Restocking Fee, plus transporting cost, if applicable. Restocking Fee will be 15% of lease rental or purchase (see Paragraph 12) amount.
6. **USE OF LEASED EQUIPMENT.** Lessee agrees that the Leased Equipment shall be used exclusively by Lessee at the Location as defined on Page 1. Lessee may not sub-lease, assign or loan the Leased Equipment or otherwise allow any third party to use the Leased Equipment. Lessee is not authorized to move the Leased Equipment from the Location and shall not use the Leased Equipment at any other site, other than the Location, without prior written consent of Lessor. Lessee shall not make any alterations to the Leased Equipment, including defacing, covering-up or concealing any painting, numbering, lettering, insignia, or labels displayed on the Leased Equipment. LESSEE shall follow all installation, erection, use, safety, dismantling or other instructions provided by LESSOR. LESSEE shall maintain the Leased Equipment in good repair, normal wear and tear expected. LESSEE shall be responsible for maintaining reasonable security at the Location to maintain the safety of the Leased Equipment and to prevent unauthorized access to or use of the Leased Equipment.
7. **DISCLAIMER OF WARRANTIES AND INDEMNIFICATION BY LESSEE.** LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OF THE LEASED EQUIPMENT NOR THE AGENT OF THE MANUFACTURER. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR THAT THE LEASED EQUIPMENT IS, OR WILL BE, SUITABLE FOR ANY PARTICULAR PURPOSE. In no event shall LESSOR be responsible for incidental or consequential damages arising from any use of the Leased Equipment including proper or improper operation, modification, or improper or insufficient maintenance by LESSEE. In all events, Lessor's sole liability for any breach of this lease or any liability, loss or damage shall be the amount of rental paid under this lease.
8. **NOTIFICATION.** LESSEE SHALL NOTIFY LESSOR of all information related to an Occurrence involving or in any way related to the Leased Equipment IMMEDIATELY, but in no event more than twelve (12) hours after Lessee's discovery of the same. The term Occurrence shall mean any disappearance, theft or injury to person

or property which is, or is claimed to be, or appears to have been injured or damaged on, by, or in connection with the Leased Equipment.

LESSEE agrees to SECURE AND MAINTAIN all Leased Equipment and surrounding premises in the condition existing at the time of any Occurrence until such time as the LESSOR, or any of its authorized agents, investigators, attorneys or other designated persons, inspects or investigated the Leased Equipment and/or premises.

LESSOR shall have the exclusive right to reclaim any Leased Equipment involved in any Occurrence and to replace same with comparable equipment.

9. **SAFETY REGULATIONS.** LESSEE SHALL: (a) erect, maintain and use the Leased Equipment in a safe and proper manner; (b) comply with all applicable laws, ordinances, rules, regulations and orders of any public authority, including, but not limited to, all federal occupational safety and health act (OSHA) and state regulations, having jurisdiction for the safety of persons or property, and (c) comply with any rules or regulations promulgated by LESSOR with respect to the Leased Equipment, its manner of erection and use.
10. **CARTAGE.** Lessee agrees to pay to Lessor its usual cartage charges for delivery and pickup of Leased Equipment. Time spent by LESSOR'S Driver locating Leased Equipment loading, etc., will be charged at LESSOR'S then-current hourly rate.
11. **LOADING AND UNLOADING.** Loading and unloading of the Leased Equipment in LESSOR'S yard shall be supervised and directed by LESSEE, who assumes all responsibility.
12. **NON-RETURNED, UNCLEANED OR DAMAGED LEASED EQUIPMENT.** If Lessee fails to return any item of Leased Equipment to Lessor by the date agreed upon, Lessee agrees to pay Lessor, in addition to the rental charges for the Leased Equipment, the manufacturer's then-current listing price for the missing equipment. If LESSEE returns Leased Equipment in a condition necessitating its cleaning, which shall be determined in the sole discretion of LESSOR, LESSEE agrees to pay LESSOR, in addition to the rental charges for the Leased Equipment, the cost for cleaning. The parties agree that Leased Equipment returned to Lessor with paint, plaster, or other foreign matter on it will be subject to the aforementioned cleaning charges. If Lessee returns Leased Equipment that has been damaged, then (a) LESSEE agrees that LESSOR shall have no responsibility to repair said damaged Leased Equipment ; and (b) LESSEE agrees to pay LESSOR the manufacturer's then-current listing price for the damaged Leased Equipment; however, notwithstanding such payment by the LESSEE the damaged Leased Equipment shall remain the property of the LESSOR and at the LESSOR'S sole discretion, the damaged Leased Equipment may be offered to the LESSEE but only after it has been rendered unusable for the purpose for which it was designed.
13. **TERMS OF PAYMENT.** Rental charges not paid on or before sixty (60) days from the rental term incur INTEREST at the rate of one point five percent (1.5%) per month until such time that the balance is paid in full, whether before or after judgment. Any deposits are non-refundable. Lessee shall pay a return check fee of \$35 plus any bank fees, should a check be returned by Lessor's bank for any reason. In the event of any legal action or proceeding to enforce the terms or obligations arising out of this lease or to recover damages from the breach of this lease, the prevailing party shall be entitled to recover its collection costs, including a reasonable ATTORNEY FEE. It is unlawful in North Carolina for a contractor to withhold payment to a sub-contractor, who has completed services, on the basis that the contractor has not been paid by the project owner.
14. **DEFAULT.** If the LESSEE is any way fails to observe, keep or perform any of the provisions of this lease, LESSOR shall have the right to exercise, in its sole discretion, concurrently or separately, any one or more of the following remedies: (a) to terminate this lease as to any and all items of Leased Equipment; (b) to declare the entire rent immediately due and payable; (c) to retake possession of the Leased Equipment; or (d) to pursue an and other remedies legally available to Lessor. If Lessor terminates this lease, Lessee shall return the Leased Equipment to Lessor's place of business during regular business hours within ten (10) business days from the termination date. If LESSEE is unable to return the Leased Equipment to Lessor within ten (10) business days and Lessor is required to pick up the Leased Equipment, Lessee agrees to pay LESSOR for cartage fees in accordance with Paragraph 10 of this lease.
15. **TITLE.** Title to all Leased Equipment shall remain at all times in Lessor. If the Leased Equipment is levied upon for any reason, Lessor may retake possession of the Leased Equipment with or without legal process.

16. **PERSONAL PROPERTY.** The Leased Equipment is and at all times shall remain personal property, notwithstanding that it, or any part of it, may now be or hereafter become in any manner attached to, imbedded, or permanently resting on real property or any building or improvement thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or the like.
17. **INDEMNIFICATION.** TO THE FULLEST EXTENT PROVIDED BY LAW, CUSTOMER AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS, PROMPTLY ACCEPT TENDER OF DEFENSE, AND REIMBURSE IMMEDIATELY ASSOCIATED SCAFFOLDING COMPANY, INC., INCLUDING THEIR AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, CONTINGENT OR FIXED CLAIMS, LOSSES, DEMANDS, LIENS, SUITS, JUDGMENTS, COSTS OR REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION INCLUDING EXPERT WITNESS AND CONSULTANT FEES, WHETHER IT NOT TESTIMONY IS TAKEN, INCURRED, BONDS POSTED, OR ACTIONS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING FROM ANY AND ALL CLAIMS ASSERTED TO BE RELATED TO THE EQUIPMENT LEASED PURSUANT TO THIS LEASE, ON SITE OR OFF SITE, PROXIMATELY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF LESSEE, ITS AGENTS, EMPLOYEES, LOWER-TIER CUSTOMERS, OR ANYONE FOR WHOM THEY ARE RESPONSIBLE.

LESSEE SHALL, AT ITS OWN COST AND EXPENSE, DEFEND LESSOR AGAINST ALL SUITS OR PROCEEDINGS COMMENCED BY ANY THIRD PARTY IN CONNECTION WITH THE RENTAL OF THE LEASED EQUIPMENT BY LESSEE. LESSEE SHALL BE LIABLE AND RESPONSIBLE FOR ALL COSTS, AND EXPENSES (including but not limited to attorney's fees) INCURRED IN SUCH DEFENSE AND/OR SETTLEMENT. IF LESSOR IS NAMED PARTY IN SUCH SUIT, LESSOR MAY DETERMINE, IN ITS SOLE DISCRETION, TO DEFEND SUCH ACTION ON ITS OWN BEHALF, AND LESSEE AGREES THAT IT WILL BE RESPONSIBLE FOR ALL COSTS, AND EXPENSES (including but not limited to attorney's fees) INCURRED BY LESSOR IN SUCH DEFENSE.
18. **INSURANCE.** Lessee shall keep the Leased Equipment insured against all risks of loss or damage from every cause whatsoever for no less than full replacement value and shall carry comprehensive general liability and property damage insurance with minimum coverage of \$1,000,000. At the election of Lessor, Lessor shall be named as an additional named insurance on said policy and Lessee shall provide a certificate of insurance evidencing such coverage to Lessor. Lessee's failure to have such insurance shall not lessen Lessee's obligations under this lease.
19. **WAIVER OF SUBROGATION.** Lessee hereby waives all rights in and to any and all claims of subrogation that it may have against the Lessor existing in the laws of North Carolina.
20. **TIME.** TIME IS EXPRESSLY MADE OF THE ESSENCE FOR THIS LEASE.
21. **APPLICABLE LAW.** Lessee acknowledges he is entering into this lease with a North Carolina company. This lease shall be governed and construed under the laws of the state of North Carolina.
22. **NON-WAIVER.** The failure of the Lessor at any time to insist upon strict performance by the Lessee to the conditions in this lease shall not be construed as a waiver of Lessor's right to demand strict compliance. This express waiver of one provision in this lease shall not be deemed a waiver of any other provision. Any express waiver by Lessor must be in writing.
23. **ENTIRE AGREEMENT.** This lease embodies the entire agreement of the parties. It may not be modified, assigned or terminated, except by written agreement of the parties. If any provision is declared invalid, to the extent possible it shall be conformed to comply with applicable law. If any provision of this lease is determined by any Court to be unenforceable, the remaining provisions of this lease will remain in full force and effect.
24. **EXECUTION OF LEASE.** THE RECEIPT OR USE OF THE LEASED EQUIPMENT BY LESSEE SHALL CONCLUSIVELY CONSTITUTE LESSEE'S AGREEMENT TO THE TERMS OF THIS LEASE.
25. **PURCHASE.** This lease may also be used in the event of a sale of the equipment on Page 1. To the extent possible, the above terms shall also apply for a sales transaction. Unless otherwise provided in writing, sales are final and goods are sold AS IS and without any warranty.
26. **LICENSE AND RIGHT OF ENTRY.** To the fullest extent allow by law Lessee grants to Lessor an unconditional license and right to entry to enter onto any real property where the Leased Equipment is located or to be

located for the purpose of delivery, dismantling, recovery, inspection or any other purpose and agreed to indemnify and hold LESSOR harmless from any and all claims by third parties related to any such entry.

27. **NOTICE.** Any notice required to be given under the lease shall be in writing and given by facsimile transmission to the location from which the Leased Equipment was leased as shown on page 1, and in addition shall be given by certified mail return receipt request or nationally recognized overnight carrier. Said notice will be effective upon confirmation of delivery of the facsimile transmission and delivery to the U.S. Postal Service for mailing by certified mail return receipt request or delivery to a nationally recognized overnight courier.