HELIX TRAFFIC SOLUTIONS, LLC

EQUIPMENT RENTAL AGREEMENT
STANDARD TERMS AND CONDITIONS
(Traffic and Non-Traffic Control)

This **EQUIPMENT RENTAL AGREEMENT STANDARD TERMS AND CONDITIONS** (this "Agreement") is by and between Helix Traffic Solutions, LLC, a Delaware limited liability company, and each of its subsidiaries (collectively, the "Lessor"), and the Customer, (the "Customer").

1. **Lease**. Lessor agrees to lease to Customer, and Customer agrees to lease from Lessor, upon the terms and conditions contained in this Agreement, the equipment outlined on your individual Rental Estimate and/or Quotation (the "Lease Detail"), which is incorporated herein. Each of piece of equipment (and all accessories, attachments and related items) shall hereinafter be referred to collectively as the "Equipment."

2. **Term**. The term of the Agreement shall begin on the first date on which the Equipment is received by Customer (the "Effective Date") and shall continue as outlined in your Lease Detail. Lessor shall have the right, upon advance notice to Customer, to terminate this Agreement for any or no reason. In the event Lessor terminates this Agreement as aforesaid, Customer shall return the Equipment to the location that Lessor specifies on or before the fifth (5^{th}) day from the date of Lessor's notice.

3. **Rental Payment.**
   a. Customer shall pay Lessor the rental amount for the Equipment (the "Rental Payment"), all as is detailed on **Attachment 1**.
   b. Customer is responsible for the Rental Payment of the Equipment up to, and including, the date of return.
   c. Customer shall pay all transportation and other expenses relating to the delivery of the Equipment. Lessor, in its sole and unfettered discretion, may require Customer to make Rental Payments either through credit card payments or after receipt of invoice, as more fully set forth herein.

4. **Payment by Credit Card**. Customer shall provide Lessor with a valid credit card chargeable to the account of Customer. Lessor shall, without need of further permission from Customer, charge Customer's credit card for all Rental Payments and other payments or fees due hereunder on a daily, weekly, or monthly basis, whichever is applicable. If Customer's credit card is denied or rendered invalid at any time during the Term, Customer shall immediately supply Lessor with a new, valid credit card.

5. **Payment Upon Receipt of Invoice**. If Lessor does not require Customer to make Rental Payment upfront, then Customer shall pay to Lessor all Rental Payments and other payments or fees due hereunder, in full, within fifteen (15) days following the date of Lessor's invoice to Customer.

6. **Condition of Equipment Upon Delivery**. Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer has inspected all hitches, bolts, safety chains, hauling tongues, and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges Lessor is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors. If Customer discovers any malfunction or defect in Equipment, Customer shall promptly notify Lessor. Customer shall abide by all third-party manufacturer requirements regarding repair, maintenance, and notice.

7. **Instruction on Safe Use and Operation**. Customer acknowledges that Customer has been fully instructed on the safe use and operation of the Equipment. Customer agrees to use and operate the Equipment consistently with said instructions. Customer shall not permit any employee, agent or third person to use or operate any Equipment without first instructing said agent, employee or third person in the safe use and operation of such Equipment. To the extent any state or federal certification is required to use the Equipment, Customer represents and warrants that all users will be properly trained and certified.

8. **Use and Operation.**

a. **Attenuators**. Customer acknowledges that any Equipment that is an attenuator or attenuator truck is designed to present a protective barrier between road workers and moving motor vehicles, and that usage of such truck for such purpose is or may be subject to federal and state laws, regulations, directives or similar mandate or instruction (collectively, the "Governmental Mandates"). Customer is solely responsible for using such Equipment and warrants that Customer shall not operate such Equipment in a condition or manner which is not in compliance with Governmental Mandates, including, without limitation, any regulations, directives, policies or similar instruction issued by any state Department of Transportation or equivalent agency.

b. **Use of Equipment**. Customer shall use the Equipment in a careful and proper manner and shall comply with all laws, ordinances, regulations, requirements, and rules relating to the possession, use, operation, or maintenance of the Equipment. Customer shall use the Equipment only for its intended purpose and in accordance with the manufacturer's specifications and recommendations.

c. **Compliance with Laws and Regulations**. Customer shall, at its own expense, comply with all federal, state, and local laws, regulations, and ordinances applicable to the possession, use, operation, and maintenance of the Equipment, including but not limited to environmental, health, and safety laws and regulations. Customer shall be responsible for obtaining and maintaining all permits, licenses, and approvals required for the use and operation of the Equipment. Customer shall be responsible for any fines, penalties, or other costs resulting from any violation of applicable laws, regulations, or ordinances.

d. **Alterations**. Customer shall not make any alterations, additions, or improvements to the Equipment without the prior written consent of Lessor. Any permitted alterations, additions, or improvements shall be made at Customer's expense and shall become the property of Lessor immediately upon attachment to the Equipment.

9. **Licenses and Permits; Taxes; DOT Numbers.** Customer shall obtain all other necessary licenses and permits, including, without limitation, licenses and permits required to operate the

Equipment on public roads, and shall be responsible for paying all license and permit fees, tolls, taxes (including all ad valorem taxes or use taxes assessed against Lessor) fines and other charges, arising from or by reason of Customer's rental of the Equipment, including, without limitation, Customer's use or transportation of the Equipment. Customer is responsible to display its own valid Federal DOT number on the doors of the Equipment that is a motor vehicle, all in accordance with Federal regulations.

10. **Maintenance; Service; Repair**.

a. Customer shall follow and comply with Lessor's maintenance, service, and repair requirement, as outlined on the Lease Detail and on **Attachment 2**, and as detailed herein.

b. Customer, at its sole cost and expense, shall be responsible for all costs of operation, including, without limitation, the costs of fuels and lubricants. Repairs and maintenance that are the result of standard wear and tear shall be the responsibility of Lessor. All repairs required due to Customer negligence, abuse, or accident damage shall be the sole and exclusive responsibility of Customer. Customer shall be responsible for immediately communicating to the Lessor about any and all mechanical concerns with the Equipment. All parts furnished during repair and maintenance of the Equipment shall immediately become part of such Equipment and shall become the sole property of Lessor. Lessor shall not be responsible for any delay or cessation of work related to the maintenance, repair or other service of any Equipment.

IN THE EVENT ANY EQUIPMENT IS IN NEED OF MAINTENANCE OR REPAIR DURING THE TERM, LESSEE AGREES TO OBTAIN CUSTOMER'S PRIOR APPROVAL OF THE PERSON OR MECHANIC'S SHOP THAT LESSEE DESIRES TO EMPLOY TO PERFORM SAID MAINTENANCE OR REPAIR. FURTHERMORE, CUSTOMER AGREES THAT LESSOR CAN REQUIRE CUSTOMER TO UTILIZE CERTAIN SERVICE PROVIDERS FOR MAINTENANCE OR REPAIR.

11. **No Warranties.**

OTHER THAN AS EXPRESSLY SET FORTH HEREIN, LESSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF ANY EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR USE. EACH PIECE OF EQUIPMENT IS BEING LEASED 'WITH ALL FAULTS.' CUSTOMER'S ACCEPTANCE OF DELIVERY OF EACH PIECE OF EQUIPMENT SHALL BE DEEMED AN ACCEPTANCE BY CUSTOMER OF SUCH EQUIPMENT IN ITS 'AS IS' CONDITION.
CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY REGARDING THE PERFORMANCE OF ANY EQUIPMENT AS AN ATTENUATOR TO PROTECT OR SAVE THE LIVES OF ROAD WORKERS OR OF THOSE WHO COLLIDE WITH ANY EQUIPMENT.

12. **Condition of Equipment Upon Return**. At the conclusion of the rental term, Customer shall ensure that the Equipment is in good, safe mechanical condition, in the same condition as received by Customer, including, without limitation, a full fuel tank, reasonable wear and tear excepted. If any Equipment is not in such condition upon its return to Lessor, Customer shall be solely responsible for all costs of maintenance, repair or other service incurred by Lessor to restore

such Equipment to such condition, including, without limitation, the cost of filling up such Equipment's fuel tank. In the event any Equipment must be restored to the condition as aforementioned, the Rental Payment shall continue and other fees may be assessed and charged until such Equipment is restored to the satisfaction of Lessor. It is Customer's responsibility to return rental vehicles to Lessor with full fuel and DEF tanks. If the Equipment requires fuel, Lessor will charge the current local market price for fuel and DEF, in addition to a service charge.

13. **Damage**. Customer assumes all risks of loss or damage to the Equipment from any and all causes. All damage to any Equipment from any cause whatsoever while leased to Customer, whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision, rollover and Acts of G-d, will be the sole and exclusive responsibility of Customer. Customer must notify Lessor of any damage within twenty-four (24) hours of an incident. Lessor reserves the right to direct or coordinate all repairs.

14. **Insurance**. Customer shall obtain and keep in full force and effect during the term of this Agreement an insurance policy on the Equipment naming Lessor as "additional named insured." Customer agrees to provide Lessor with a Certificate of Insurance with proof of all required insurance coverage. Customer warrants and represents that it has insurance coverage as required in **Attachment 3**, and as detailed herein.

15. **Indemnity**.

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, AND ALL OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE (A) INSTALLATION, OPERATION, USE, ALTERATION, MODIFICATION, REMOVAL, POSSESSION OR RENTAL OF THE EQUIPMENT, (B) CLAIMS BY ANY CUSTOMER, INDEPENDENT CONTRACTOR OR CUSTOMER EMPLOYEE, AGAINST CUSTOMER, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT CUSTOMER FAILED TO DISCLOSE OR OBTAIN CONSENT TO DATA COLLECTION CONTEMPLATED UNDER THIS AGREEMENT OR (C) ERRORS, OMISSIONS, INACCURACIES OR MISREPRESENTATIONS (WHETHER INTENTIONAL OR INADVERTENT) IN THE DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER, OR OBTAINED FROM OTHERS (INCLUDING ANY THIRD-PARTY DOCUMENTS OR DOCUMENTATION), UPON WHICH LESSOR RELIES WHEN PROVIDING THE EQUIPMENT OR SERVICES. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST LESSOR BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY LESSOR FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR FRAUD OF LESSOR. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY

AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

16. **Limitation of Liability**. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, OR BUSINESS OPPORTUNITY) ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OF SERVICES HEREUNDER, OR THE USE OR PERFORMANCE OF THE EQUIPMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, OR OTHERWISE. LESSOR'S MAXIMUM LIABILITY TO CUSTOMER SHALL NOT EXCEED THE TOTAL RENT PAID BY CUSTOMER FOR ANY INDIVIDUAL PIECE OF EQUIPMENT IT LEASED UNDER THE INDIVIDUAL STATEMENT OF WORK OR LEASE DETAIL COVERED BY THIS AGREEMENT.

17. **Lessor's Access to Equipment.** Customer shall, upon request, provide Lessor with the exact location of the Equipment. Lessor may, for the purposes of inspection, at all reasonable times, enter upon any job, building or place where any Equipment is located and shall have the right to repossess any Equipment, without notice to Customer, if any Equipment is, in the sole opinion of Lessor, being used beyond its capacity, being used in any unsafe manner, or is in any way being improperly cared for or abused. Upon Lessor's repossession of the Equipment, Lessor shall have the option of terminating this Agreement as to any other Equipment. If Lessor exercises its option to terminate this Agreement under this Section, Customer shall promptly return all other Equipment not repossessed by Lessor in the manner provided for in this Agreement for the return of Equipment. Lessor's rights set forth in this Section are in addition to, and not in lieu of, all other rights provided for hereunder.

18. **Default**. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

a. Failure by Customer to pay any Rental Payment or other amount when due and such failure continues for fifteen (15) days;

b. Failure by Customer to maintain the required insurance coverage;

c. Failure by Customer to perform any other obligation under this Agreement and such failure continues for fifteen (15) days after written notice;

d. Customer's breach of any term and condition of this Agreement;

e. Customer's threatened breach of any term and condition of this Agreement;

f. Any representation or warranty made by Customer in this Agreement or in any document furnished to Lessor in connection with this Agreement proves to have been incorrect in any material respect when made;

g. Customer becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors;

h. A receiver, trustee, conservator, or liquidator of Customer or of all or a substantial part of Customer's assets is appointed with or without the application or consent of Customer;

i. The Equipment is seized or levied upon under any legal process;
j. Customer attempts to assign this Agreement or sublease the Equipment without Lessor's prior written consent;
k. Customer uses the Equipment in violation of any applicable law, regulation, or ordinance; or
l. Customer makes any unauthorized alterations, additions, or improvements to the Equipment.

19. **Dispute**.
a. **Negotiation**. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof (a "Dispute"), the parties shall first attempt in good faith to resolve such Dispute by negotiation between executives who have authority to settle the Dispute.
b. **Mediation**. If the Dispute has not been resolved by negotiation, the parties may attempt in good faith to resolve the Dispute by mediation administered by a mediator jointly agreed upon the parties. The parties shall equally split the cost of a mediator.
c. **Costs and Attorneys' Fees**. The prevailing party in any arbitration or legal proceeding related to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.
d. **Injunctive Relief**. Notwithstanding the foregoing, Lessor may obtain injunctive or other equitable relief in any court of competent jurisdiction to prevent or stop a breach of this Agreement.

20. **Remedies**. Upon Default, Lessor shall have the right to repossess all Equipment, without notice or demand, wherever located, without court order or other process of law. Customer hereby expressly authorizes Lessor to enter upon Customer's property to repossess any Equipment. Customer further waives any and all damages caused or occasioned by such repossession. Notwithstanding any such repossession, Customer shall remain liable for the full performance of all obligations under this Agreement, plus such additional expenses as may be incurred by Lessor in the repossession and repair of the Equipment. Lessor may sue for and recover all Rental Payments, fees, and expenses then accrued and thereafter accruing. Customer shall pay Lessor all costs and expenses, including reasonable attorney fees, incurred by Lessor in exercising any of its rights under this Agreement, or by law.

21. **Obligations Surviving Termination of This Agreement**. Customer's obligations set forth in this Agreement shall survive the termination of this Agreement.

22. **Consent to Jurisdiction and Venue; Governing Law; Jury Trial Waiver**.
a. This Agreement, and all proceedings or counterclaims (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the parties hereto in the negotiation, administration, performance and enforcement hereof, shall be brought exclusively in the courts of the State of Tennessee, or, if it has or can acquire jurisdiction, in the United States District Court sitting in the State of Tennessee, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of such proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this Agreement

in any other court.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provisions. Each party hereby: (i) consents to service of process in any manner permitted by Delaware law, (ii) agrees that (A) service of process with respect to any claim made in accordance with clause (i) or (B) notice with respect to any claim provided in accordance with the notice provisions contained in herein, will constitute good and valid service of process in any such action, and (iii) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such action any claim that service of process made in accordance with clause (i) or (ii) does not constitute good and valid service of process. Nothing in this Section will affect the right of any party to serve legal process in any other manner permitted by law or at equity.

c. EACH PARTY, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, WAIVES ITS OR HIS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

23. **Notices**. All notices, demands and other communications to be given or delivered to Lessor or Customer under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered, one day after being sent by reputable overnight courier or when transmitted by email (with confirmation of receipt) or by facsimile or telecopy (transmission confirmed), to the addresses indicated below (unless another address is so specified by the applicable party in writing):

If to the Customer:

The address provided in the Lease Detail shall be Customer's notice address.

If to Lessor:

Helix Traffic Solutions, LLC
1500 Medical Center Parkway
Suite 4C
Murfreesboro, TN 37129
ATTN: Chief Financial Officer

With a copy to (which shall not constitute notice):

Helix Traffic Solutions, LLC
1500 Medical Center Parkway
Suite 4C
Murfreesboro, TN 37129
ATTN: General Counsel

24. **Assignment**. Customer shall not assign or sublet its rights hereunder without the express written consent of Lessor, which consent may be withheld by Lessor in its sole and exclusive discretion.

25. **No Waiver**. No failure on the part of Lessor to exercise and no delay in exercising any right or remedy under this Agreement or permitted or provided by statute, at law or in equity shall operate as a waiver thereof nor an estoppel thereto, nor shall any single or partial exercise by either party to this Agreement of any such right or remedy preclude any other or future exercise thereof,

or the exercise of any other right or remedy.

26. **Modifications to this Agreement**. Lessor reserves the right to modify or make changes to this Equipment Rental Agreement Standard Terms and Conditions at any time. Any such modification will be reflected in these terms as of the "Last Update" date and will be effective immediately upon public posting on Lessor's website. Customer's continued use of the Equipment following any such modification constitutes the Customer's acceptance of these modified Standard Terms and Conditions. Except for changes described here, no other amendment or modification of these Standard Terms and Conditions will be effective unless in writing and signed by the parties.

27. **Severability**. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. If any provision is held to be invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement to preserve their original intent as closely as possible.

28. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for all purposes.

29. **Relationship of Parties**. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the parties. Neither party shall have the authority to bind the other party or to incur any obligation on behalf of the other party.

30. **Headings**. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

31. **Entire Agreement**. This Agreement, including the Lease Detail and all Attachments, constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations, whether oral or written, relating to the subject matter hereof. In the event of any conflict between this Agreement and the Lease Detail, the terms and conditions set forth in the Lease Detail shall govern and take precedence.

[*Attachments on following pages*]

ATTACHMENT 1
RENTAL PAYMENT AND SECURITY DEPOSIT

RENTAL PAYMENT

The first Rental Payment shall be due on the Effective Date, and all subsequent Rental Payments shall be payable when due. All Rental Payments shall be made to Lessor by any of the following payment methods: (i) check, (ii) electronic funds transfer, (iii) automated clearing house (ACH) payment, (iv) wire transfer, or (v) such other method as Lessor may approve in writing from time to time.

Where permitted by law, Lessor may impose a surcharge up to 3.0% for credit card payments on charge accounts. This surcharge may be subject to sales tax in some jurisdictions.

Late Fees. Any Rental Payment not received within fifteen (15) days of the due date shall bear interest at the rate of two percent (2%) per month (24% per annum) or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full.

No Abatement. Customer's obligation to pay Rent Payment shall be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense, counterclaim, or recoupment for any reason whatsoever, including any failure of the Equipment to operate as intended, any defect in the Equipment, or any other cause.

SECURITY DEPOSIT

Security Deposit. Upon execution of this Agreement, if required, Customer shall pay to Lessor a security deposit in the amount outlined in the Lease Detail (the "Security Deposit").

Application of Security Deposit. The Security Deposit shall be held by Lessor as security for Customer's performance of its obligations under this Agreement. Lessor may, but is not obligated to, apply all or any portion of the Security Deposit to cure any default by Customer, including but not limited to:

1. Unpaid Rental Payments or other charges and fees;
2. Costs of repairing damage to the Equipment beyond normal wear and tear;
3. Cleaning or reconditioning costs necessary to return the Equipment to its original condition;
4. Costs incurred in recovering possession of the Equipment; and
5. Any other amounts owed by Customer to Lessor under this Agreement.

Replenishment. If Lessor applies any portion of the Security Deposit during the term of this Agreement, Customer shall, within five (5) business days after written demand by Lessor, deposit with Lessor an amount sufficient to restore the Security Deposit to its original amount.

Return of Security Deposit. The Security Deposit, or any balance thereof after proper application, shall be returned to Customer within thirty (30) days after the termination of this Agreement and the return of the Equipment to Lessor in accordance with the terms of this Agreement. The Security Deposit shall not bear interest unless required by applicable law.

ATTACHMENT 2
REPAIR AND MAINTENANCE

1. **Coordination of Maintenance**. Lessor will coordinate maintenance and mechanical repair services with outside vendors in the areas where the Equipment is being operated. Lessor will pay the costs of repairs, will determine whether any repairs are required due to negligence, abuse, or Customer damage, and will bill those repairs to Customer.

2. **Preventative Maintenance**. Lessor will notify Customer if any Equipment requires preventative maintenance and/or DOT inspection. Customer is responsible for scheduling the services with the outside vendor selected by Lessor within five (5) days of notification. If services are not scheduled within that timeline, Customer will be subject to a daily penalty until the service is scheduled.

3. **Condition Reports**. Customer shall provide Lessor with written reports (including photographs pf all sides) on the condition of the Equipment every month during the term of this Agreement. Such reports shall include a description of the general condition of the Equipment, any maintenance or repairs performed during the reporting period, and any issues or concerns regarding the Equipment's performance or condition.

4. **Inspection**. Lessor has the right to inspect Equipment at any time, as set forth herein. If Customer damage is found making the unit unsafe for use, Lessor will communicate with Customer and damage must be repaired to safe working conditions immediately. Lessor will not allow Lessor-owned Equipment to be operated if it does not meet the manufacturer's safety standards.

5. **Exchange**. Lessor reserves the right to exchange Equipment at any point in time. Customer damages will be noted and repairs billed to Customer upon return to Lessor.

ATTACHMENT 3
INSURANCE REQUIREMENTS

FOR ALL VEHICLES, ATTENUATORS, LIGHTING, BOARDS AND BARRIERS:
Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (A) commercial auto liability insurance with at least a per occurrence limit of $2 million; (B) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than $2 million per occurrence and $4 million in the aggregate; and (C) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by Lessor. Customer shall name Lessor as an additional insured for claims arising out of the maintenance, operation, or use by the Customer of Equipment rented to Customer by Lessor (providing coverage equal or greater than the standard ISO CG 20 28 07 04 or its equivalent), and, if applicable, additional loss payee for property insurance. Customer further agrees that the amount of insurance available to Lessor shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Agreement. In the event any policy provided in compliance with this Agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this Agreement is intended to restrict or limit the breadth of such insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Agreement shall include a waiver of rights of recovery against Lessor or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Lessor or its insurers. The policies required hereunder shall provide that Lessor must receive not less than 30 days' notice prior to any cancellation. Customer shall provide Lessor with documented proof of all required insurance coverage.
This shall apply to all vehicles, regardless as to whether (or not) they are licensed for road use.

FOR ALL SIGNS, CONES, DRUMS AND OTHER EQUIPMENT:
Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (A) commercial auto liability insurance with at least a per occurrence limit of $200,000; (B) CGL insurance with limits of insurance not less than $200,000 per occurrence and $1,000,000 in the aggregate; and (C) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by Lessor. Customer shall name Lessor as an additional insured for claims arising out of the maintenance, operation, or use by the Customer of Equipment rented to Customer by Lessor, and, if applicable, additional loss payee for property insurance. The policies required hereunder shall provide E Lessor must receive not less than 30 days' notice prior to any cancellation. Customer shall provide Lessor with documented proof of all required insurance coverage.