

GREAT LAKES REGION DISPOSAL, LLC
RENTAL AGREEMENT TERMS AND CONDITIONS

1. Equipment Rental.

(a) **Equipment, Cost, Duration.** Customer agrees to rent the equipment and for the prices set forth in the Rental Agreement from **Great Lakes Region Disposal, LLC** ("Company"). Prices in the Rental Agreement are the cost of renting for the equipment from the delivery date to the pick-up date set forth in the Rental Agreement.

(b) **Location of Equipment.** Customer warrants and represents that any location provided by Customer for the equipment is sufficient to bear the weight of the equipment and any vehicle required to transport the equipment. Company shall not be responsible for any damage to pavement or any other road, surface material, lawns, fences, shrubbery, septic system, sprinkler systems, drainage tiles, or private wells.

(c) **Equipment Pick-Up.** On the day that the equipment is scheduled to be picked up by Company, Customer agrees to provide unobstructed access to the equipment. If the equipment is inaccessible, Customer shall be charged for additional rental time at **\$150.00**.

2. Overfilling. The contents of the equipment shall remain within the confines of the equipment and shall not exceed the top or sides of the equipment; a condition known as overfull. If Company determines the equipment is overfull, Customer shall be charged an additional fee of **\$150.00**.

3. Disposal of Hazardous Materials and Unacceptable Material Prohibited. CUSTOMER WARRANTS AND REPRESENTS THAT THE EQUIPMENT WILL NOT CONTAIN ANY HAZARDOUS MATERIALS AND/OR UNACCEPTABLE MATERIAL AND ACKNOWLEDGES THAT THE DISPOSAL OF SUCH MATERIALS IS STRICTLY PROHIBITED. For purposes of this Agreement, "hazardous materials" shall mean any waste which is listed, has the characteristics of, or is otherwise identified as a hazardous waste or subject waste under applicable state or federal laws or regulations, including without limitation the Resource Conservation and Recovery Act of 1976 (42 U.S.C. et seq. and the regulations promulgated thereunder). "Unacceptable material" shall include, without limitation, any non-hazardous waste which is not permitted to be processed at a facility under applicable laws or permits; toxic or corrosive materials or liquids; any liquids of any kind whether contained or not; medical waste; infectious waste; dead animals of any kind; tires; gas bottles; refrigerators; freezers; fluorescent tubes; light bulbs; vehicle batteries; computer monitors; solvents; extremely heavy materials such as dirt, rock, or concrete; septage; compost; yard clippings; biosolids; radioactive waste; PCBs; oil; empty cans, drums or other containers of any kind unless they are empty and crushed; source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 and the regulations thereunder; asbestos-containing waste; mercury-containing waste; and any waste delivered by Customer which is not approved by Company. If Customer has any questions about whether a particular material is considered hazardous or unacceptable, please call the Company before disposing of the material in the equipment. **Customer understands that Customer will be responsible for all costs, fines, assessments, fees, penalties, legal fees, cleanup, monitoring, testing, any other action that is taken for such disposal, and any other charges for such disposal. Additionally, Customer shall be responsible for the fees for proper disposal of prohibited item(s).**

4. Damage and Loss. Customer shall provide proper care and safekeeping of any equipment. Customer shall be liable for any loss or damage to equipment in excess of reasonable wear and tear.

5. Permits, Approvals and Fees. Customer shall be responsible for obtaining all necessary permits and approvals and paying all fees that may be incurred in conjunction with the rental, delivery, pick-up, and use of the equipment.

6. Indemnification, Release, Waiver, Hold Harmless. Customer agrees to release, waive, discharge, defend, indemnify, and hold harmless the Company, its officers, members, employees, representatives, successors, assigns, agents, and all persons acting with the permission or upon the authority of them from, against, and in respect to any and all liability, suits, actions, legal and administrative proceedings, claims, demands, damages, obligations, losses, penalties, fines, costs, and expenses for whatsoever kind or character which are or may be asserted against Company, its officers, members, employees, representatives, successors, assigns, agents, and all persons acting with the permission or upon the authority of them relating to the Rental Agreement and the Rental Agreement Terms and Conditions. Further, Customer hereby releases Company, its shareholders, officers, directors, members, managers, partners, employees, independent contractors, representatives, successors, assigns, agents, and all persons acting with the permission or upon the authority of them, from any liability related to the delivery, pick up, and use of the equipment, whether proximate or not, to the delivery location set forth in the Rental Agreement. This Section 6 shall survive the termination of the Rental Agreement and the Rental Agreement Terms and Conditions.

7. Entire Agreement. The Rental Agreement and the Rental Agreement Terms and Conditions contain the entire agreement between the Parties and supersede all prior agreements and understanding, oral or written, between the Parties with respect to the subject matter hereof. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either Party hereto.

8. Amendment. The Rental Agreement and the Rental Agreement Terms and Conditions may be modified only by an agreement in writing signed by the Parties hereto.

9. Governing Law. The Rental Agreement and the Rental Agreement Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Michigan, without regard to the conflicts of law rules of such state.

10. Severability. Customer agrees that each provision contained in the Rental Agreement and the Rental Agreement Terms and Conditions shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions or parts thereof contained in the Rental Agreement or the Rental Agreement Terms and Conditions shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at all, such provision or parts or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extent compatible with the then applicable law.

11. Waiver. A waiver of any claim, demand or right based on the breach of any provision of the Rental Agreement or the Rental Agreement Terms and Conditions shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

12. Binding Effect. The Rental Agreement and the Rental Agreement Terms and Conditions shall be binding on Customer's estate, trust, heirs, beneficiaries, executors, administrators, successors, and assigns, as well as any other party asserting a claim on Customer's behalf or on behalf of Customer's estate and/or trust.

CUSTOMER WARRANTS THAT, BY SIGNING THE RENTAL AGREEMENT AND INITIALING EACH PAGE OF THE RENTAL AGREEMENT TERMS AND CONDITIONS, HE/SHE/IT HAS READ AND UNDERSTANDS THAT THE RENTAL AGREEMENT AND THE RENTAL AGREEMENT TERMS AND CONDITIONS INVOLVE THEIR WAIVER AND RELEASE OF SIGNIFICANT RIGHTS, INCLUDING THE RIGHT TO SUE, AND THEIR ASSUMPTION OF SIGNIFICANT INDEMNIFICATION RESPONSIBILITIES.

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