CONDITIONS OF AGREEMENT

1. This transaction is a rental agreement and not a sale. The parties understand and agree that Lessee does not acquire hereunder by payment of said rental, any right, title, or interest in or to said equipment, except the right to possess and use said equipment for the stated minimum period, so long as Lessee is not and has not been in default of performance hereunder. If the owner of the equipment is other than the Lessor, then the Lessee under this Agreement shall become sub-lessee and be subject and subordinate to the rights of the owner of the equipment, including the owner's rights of repossession, and pertinent, non-proprietary portions of any written lease agreement covering this equipment will be available to the sub-lessee upon request. Lessor reserves to itself the right to place upon each unit of equipment leased hereunder the name of the Lessor and owner, and Lessee agrees not to remove said identification or permit or suffer any other person to do so.
2. Lessee agrees, at its own expense, to provide and maintain, at all times during the term of this Agreement, auto liability insurance covering the equipment with a limit of not less than $1,000,000 for bodily injury and property damage resulting from any one accident, except that in the event Lessee transports any substances which are classified as hazardous substances by the United States Department of Transportation, the minimum amount of insurance required hereunder shall be $5,000,000 for bodily injury and property damage resulting from any one accident. Lessee will be responsible for and will indemnify and hold Lessor harmless from any and all claims, costs, expenses damages and liabilities (Including strict liability) arising from or pertaining to the possession, ownership, maintenance, condition, use or operation of the equipment, whether or not covered by insurance and/or in excess of the limits above. Lessee agrees, at its own expense, to provide and maintain at all times during the term of the Agreement, physical damage insurance covering the equipment for loss, destruction, collision, fire, theft and causes customarily covered by comprehensive physical damage and combined additional coverage insurance, for the replacement value of the equipment. Lessee will be responsible for and will indemnify and hold Lessor harmless from any and all claims, costs, expenses, damages and liabilities arising from any and all physical damage to or loss of, the equipment from any cause whatsoever, regardless of the care, custody and control of the equipment or whether such loss or damage is covered by insurance specified herein, including but not limited to damage to or loss of accessories, and all towing expenses. In the event of loss or irreparable damage, Lessee's responsibility shall include the towing and storage of the damaged equipment, together with the actual cost of like replacement equipment in the pre-casualty condition of the equipment being replaced and all of Lessor's costs and expenses relating thereto, including but not limited to (i) the locating, purchasing, inspecting, transporting, acquiring, licensing, titling, repairing and modifying of the replacement equipment, and (ii) all other inspections, de-identification, decal installation and repairs required to bring the replacement equipment into conformance with the requirements of paragraph 9 of this Agreement. Lessee will obtain the insurance coverages as specified in this paragraph 2 with an Insurance carrier rated B+ or better in Best's Key Rating Guide with a deductible of not more than $2500 and in a form otherwise satisfactory to Lessor, which names Lessor and any other party designated by Lessor as an additional insured and loss payee, and provides a waiver of subrogation by such insurance company in favor of Lessor. Prior to the delivery by Lessor to Lessee of each item of equipment, and at any time upon request by Lessor, Lessee will provide Lessor with a certificate of insurance certifying (i) that such insurance coverage cannot be canceled, terminated or materially changed without 30 days prior written notice to Lessor, (ii) that all losses under physical damage policy shall be payable solely to Lessor, and (iii) that no act or omission of Lessee shall affect the obligation of the insurer to pay the full amount of any loss. In the event that Lessee fails to provide and maintain the required insurance coverage or fails to furnish Lessor with required evidence of such insurance, Lessor is authorized but not required to obtain such insurance on behalf of Lessee and Lessee agrees to pay Lessor on demand for the cost of the insurance so obtained. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to settle and adjust claims with its insurance carrier for physical damage to the equipment and to endorse the name of the Lessee on any check, draft, or other item of payment for the proceeds of such insurance policies.
3. Lessee agrees to comply with all laws and regulations of all state, federal or local governments or agencies which affect the use, operation or maintenance of the equipment, and to indemnify and hold harmless Lessor or Lessor's assignee from any and all fines, forfeitures, seizures, penalties and liabilities that may arise from any infringement or violation of any such law or regulation by Lessee or its employees or by any other person, or that may result from the use, possession, operation or condition of any of the equipment. Lessee further agrees to indemnify and save harmless Lessor and Lessor’s assignee from any and all claims, liens or liability arising from work performed or materials supplied in connection with the operation or maintenance of any of the equipment and from loss of or damage thereto and from and against all loss, penalties, and expenses, including legal fees, howsoever arising because of, but not limited to the storage, maintenance, use, repair, loading, unloading or operation, or alleged use or operation, of any of the equipment therein or thereon. Lessee further agrees to indemnify and save Lessor harmless from any loss, cost or expense, of any nature, and from any liability (including strict liability) to any person on account of any damage to person or property arising out of any failure of Lessee to comply in any respect with and perform any of the requirements and provisions of this Agreement.
4. In addition to payment of rentals, as provided on the reverse side, and any other charges, Lessee agrees to pay all: (a) Taxes levied against or based upon the value of the equipment leased hereunder or its use based upon the amount of rentals to be paid hereunder. The term “taxes” includes all taxes, charges, and fees (except income taxes) (b) Costs and expenses (including legal fees where recovery of same is not prohibited by law) incurred by Lessor in enforcing any of the terms, provisions, covenants, and indemnities provided in this Agreement. Interest will be due and payable at 18 percent per annum or the maximum legal amount, whichever is less, for all amounts unpaid after twenty (20) days from the invoice date. In the event Lessee shall fail to pay Lessor any amount due under this Agreement within twenty (20) days from the invoice date, Lessor shall have the immediate right to discontinue, without notice to Lessee, all maintenance, inspection, and repair responsibilities otherwise required of Lessor pursuant to this Agreement.
5. Any trailer leased hereunder contains a valid license for the state indicated thereon, Lessee assumes all responsibility for any and all licenses, titles, permits and other certificates as may be required by law or otherwise for Lessee's lawful operation of said equipment hereunder in any state except the state in which equipment is already licensed. Lessee agrees that all certificates of title or registration applicable to the equipment leased hereunder shall reflect Lessor's ownership thereof.
6. Lessee has inspected the equipment as indicated on the reverse side hereof, and Lessee agrees that the condition of the equipment is satisfactory to the Lessee for the Lessee's use. LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MECHANTABILITY OF ANY EQUIPMENT RENTED HEREUNDER, OR AS TO ANY REPAIRS OR MAINTENANCE THERETO.
7. Lessee shall not have the right to assign this Agreement or to sublet, rent or otherwise hire out, or part with possession

of any of the equipment to any person, firm, partnership, association or corporation other than Lessor, without the prior written

consent of Lessor thereto. Lessor shall have the right to assign this Agreement and/or the rentals reserved hereunder. In the

event of an assignment of this Agreement by Lessor, the assignee shall acquire thereby all rights and remedies possessed by or

available to Lessor. Lessee agrees that any trailer rented hereunder will not be operated by any person other than Lessee or

agents or employees of Lessee, each of whom Lessee warrants to be a careful, dependable operator having a currently valid

license to operate said equipment and the power equipment used therewith, as required by law.

1. Lessor will perform all preventative maintenance and federal inspections and all brake and tire replacements due

to normal usage and wear. Provided however, that Lessor has no maintenance responsibility for equipment rented in a storage

capacity. Items not covered by Lessor which are Lessee's responsibility, financially and otherwise, include any physical

damage items: all mud flap replacements, all light bulb replacements, brake adjustments, and maintenance of proper fluid

levels and tire pressures between preventative maintenance services, and repair of flat tires, road hazards, and physically

damaged tires. Lessee will make each unit of equipment available to Lessor, at Lessee's address on the reverse side hereof or

at any of Lessor's branch locations, for a minimum of 2 hours during each 180 days during Lessees possession of the

equipment under this Agreement, during Lessor's normal business hours, for preventative maintenance and service, and at

such time will report in writing any adjustments or repairs needed on the equipment. Lessor will not provide substitute

equipment during these periods of scheduled service. Lessee agrees not to cause or permit any party other than Lessor or

parties expressly authorized by Lessor to make repairs or adjustments to any equipment and when such repairs are necessary,

Lessee will promptly notify Lessor by the fastest means of communication available. Lessee further agrees that all repairs

should be completed to Lessor's satisfaction. If any equipment is mechanically disabled, Lessor will repair the equipment

within a reasonable time after notice from Lessee. All ordinary maintenance of the equipment (i.e. maintenance required for

equipment to meet milt mum USDOT/Fed. Hwy. Adm. Standards) will be at Lessor's cost and expense unless Lessee assumes

responsibility for ordinary maintenance on the reverse side of this Agreement or under a Schedule “N” to this Agreement or

unless the need for repair is (i) caused by Lessee's negligence, improper use of the equipment or violation of this Agreement,

or (ii) the result of unauthorized repair alterations, or modifications. Lessee shall, however, assume responsibility for all

preventative, ordinary and other maintenance immediately upon Lessee's failure to make a unit of equipment available to

Lessor for preventative maintenance and service as required in its Paragraph 8, time being of the essence. Such

assumption of responsibility by Lessee shall not result in the reduction of any charges payable by Lessee to Lessor under

this Agreement. All repairs to the equipment (other than ordinary maintenance as specified above) will be at Lessee's cost

and expense. Whenever Lessee is obligated to pay for loss or damage due to accident, fire, theft, negligence, vandalism

and like causes, Lessee shall pay to Lessor the current retail prices for parts and labor then being charged by Lessor that

would be incurred to repair the equipment and restore it to good repair, condition and working order (regardless of

whether Lessor elects to make such repairs). Lessor shall not be responsible for any repairs or service performed while the

trailer is away from Lessor's facility unless expressly authorized by Lessor. Lessee shall return to Lessor, at Lessee’s

expense, all parts and tires authorized by Lessor for replacement, and if such parts or tires are not so returned, Lessee

shall remain responsible for the cost of such replacement parts and tires. If Lessee seeks reimbursement for authorized

repairs or adjustments, Lessee shall furnish Lessor with a dated original receipt showing the cost, the specific equipment

repaired, the date of repair and (if applicable) the hubodometer reading and the time of repair, along with the signature

of Lessee's driver. Lessee shall immediately notify Lessor if any hubodometer or refrigerated van hourly meter of any

equipment has been removed or fails to function properly. If for any period of time the hubodometer or refrigerated van

hourly meter of any such trailer fails to function, or if Lessee falls to report the Information as required herein, mileage

charges will be based upon the estimated mileage set forth on the reverse side hereof and refrigeration charges, if

applicable, will be based upon the higher of the hours usage indicated by Lessor’s records for Lessee from prior

transactions or twelve (12) refrigeration hours per day. If upon the return of any equipment or upon the replacement of

any tire by Lessor tread wear exceeds 1/32nd inch per tire for each 6000 miles traveled for equipment with bias ply tires

or 12,000 miles for equipment with radial tires, Lessee shall pay Lessor a charge, based upon the then current tire price,

for each 1/32nd inch or fraction thereof of tread wear in excess of such allowances. If upon the return of any unit of

equipment or replacement of brakes by Lessor brake wear is in excess of 1/8th inch per wheal position for each 25,000

miles traveled, Lessee shall pay Lessor a charge, based upon the then current price for a brake reline service, for each 1/8th

inch or fraction thereof of lining wear in excess of such allowance, Lessee shall be responsible for the replacement cost for

cracked or scored brake drums.

1. At any time following expiration of the minimum period of this Agreement or upon seven (7) days prior written

notice to Lessee, Lessor may request the Lessee to return all the equipment to the location designated

by the Lessor or change any of the rate(s) for the equipment rental. If Lessor terminates this Agreement as stated above, Lessee's obligations under this Agreement shall be satisfied only when the Lessee has returned all such equipment to the location described herein and has paid Lessor all unpaid rents and charges allocable to the returned equipment. In the event Lessor is required to make repairs to the equipment in order to return it to the same condition as when received by Lessee, normal wear excepted, the Lessee shall be obligated to continue paying the same rental, mileage and refrigeration charges as provided on the reverse side hereof until all such repairs have been completed. At the termination of this Agreement for any reason whatsoever if Lessee delivers said equipment to a location other than that designated by Lessor, Lessee shall be billed for any cost incurred in returning the equipment to the designated location in an amount not to exceed $1,000.00 per unit of equipment. The equipment leased hereunder shall be used only in the United States.

1. Lessor shall not be liable for any loss of or damage to any property left, stored, loaded or transported in or upon any equipment leased hereunder, and Lessee does hereby expressly waive any and all claims and demands for said loss or damage, including but not limited to loss of profits or other alleged incidental or consequential damages against the Lessor, and Lessee does further agree to save and hold the Lessor free and harmless against any and all such claims and demands.
2. The failure of Lessor to insist upon Lessee's punctual performance of its responsibilities hereunder, Lessor's failure to exercise any right or remedy available under or upon this Agreement, any failure of Lessor to require payment as and when due of any sum owing hereunder, or any extension of credit or forbearance on the part of Lessor, shall not constitute a waiver of any default hereunder. All demands for payment and performance and all notices of non-payment under this Agreement are hereby waived by Lessee.
3. Lessee agrees that any estimated mileage stated on the reverse side hereof represents the number of miles that a unit of equipment will be driven during the stated period. It is further understood that the Lessor has computed the rental rate contained herein based on this information. If upon return of the equipment the actual mileage is less than this estimate by 10% or more, Lessee shall pay to Lessor such additional mileage charges as would be due had the actual mileage equaled the estimated mileage. If upon return of the equipment the actual mileage exceeds this estimate, Lessee shall pay an additional one-half cent ($.005) per axle per mile for non-refrigerated equipment, and one and one-half cents ($.015) per axle per mile for refrigerated equipment.
4. As used in this Agreement, the term "Rental Day” is a calendar day or any portion thereof.
5. Lessee shall not make, suffer, or permit any unlawful use or handling of the equipment. Lessee shall not without Lessors prior written consent thereto make or suffer any changes, alterations or improvements in or to the equipment or remove therefrom any parts, accessories, attachments, or other equipment.
6. Each of the following events shall constitute an event of default hereunder: (i) Lessee fails to pay when due any

installment of rental, mileage, or refrigeration charges or any other amount due hereunder: (ii)

Lessee otherwise fails to perform any of the covenants, conditions, provisions or terms of this Agreement or any schedule relating thereto: (iii) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the equipment to be insecure: (iv) Lessee defaults under any other obligation Lessee owes to Lessor: (v) Lessee or any guarantor of this Agreement or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors: (vi) Lessee or any guarantor of its Agreement or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or of all or a substantial part of its assets: (vii) Lessee or any guarantor of any of Lessee's obligations hereunder shall be in breach of or in default in the payment or performance of any obligation owing to any bank, lender, lessor or financial institution, howsoever arising, or (viii) any individual Lessee, guarantor of this Agreement, or partner of Lessee if Lessee is a partnership shall die. Upon the occurrence of an event of default, Lessor shall thereafter have the right, without any notice or demand to declare all unpaid rentals and other charges due and payable forthwith and to retake and retain equipment free of all rights of Lessee without any further liability or obligation to redeliver the same to Lessee, and without, to any extent, releasing Lessee from Lessee's covenants, obligations and indemnifies provided hereunder including, but not limited to Lessee's obligation for the payment of the rental provided herein. Lessee releases Lessor from any requirement to post a bond or surety regarding any repossession or disposition of the equipment. In the event Lessor shall retake possession of the equipment or any part thereof and there shall, at the time of such retaking, be in such equipment any property belonging to Lessee, the Lessor is authorized to hold the same for Lessee either in Lessor's possession or in public storage at the expense of the Lessee.

1. **Agreed Legal Forum.** Any claim or controversy relating to this Agreement shall be resolved **only** before a state

or federal court in Ohio and **nowhere else**. Lessee expressly agrees that such courts shall have

personal jurisdiction over Lessee and Lessee expressly consents to such courts exercise of that jurisdiction. Lessee hereby intentionally and knowingly waves any defense of lack of jurisdiction, improper venue, inconvenient forum and benefit of any other law permitting it to avoid the forum selection provision of this paragraph. Notwithstanding the foregoing, Lessor may, at its sole option and upon Lessee's default, initiate legal proceedings in any forum where the equipment is located in order to facilitate repossession of the equipment. Lessee acknowledges that its agreement to the provisions of this paragraph is a specific inducement for Lessor to enter into this Agreement and that Lessor will rely upon this inducement. But for the inclusion of this forum selection provision, Lessor would not enter into this Agreement, and Lessee should not enter into this Agreement if it does not intend to honor the provisions of this paragraph. Lessee's initiation of legal proceedings in any other forum shall be a material breach of this Agreement. Lessee agrees to indemnify Lessor against and hold it harmless from any cost or expense, including reasonable legal fees, resulting from Lessee’s commencement of any legal action or proceeding other than in a state or federal court in Ohio.

1. **Jury Waiver. Lessee hereby waives any right to a jury trial with respect to any matter arising under or in connection with this Agreement.**
2. This instrument contains the entire agreement between the parties pertaining to the subject matter thereof. No agreement, representations, or understanding not specifically contained herein shall be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. The terms, covenants, conditions, and other provisions of this Agreement may hereafter be changed, amended or modified only by an instrument in writing specifically purporting so to do and signed by the parties to be bound thereby. Any amendments, modification or addendum to this Agreement, to be binding on Lessor, must be signed by the President, Vice President, Secretary or Treasurer of Lessor.