



Astro Equipment, LLC
9715 Market Street
Houston, Texas 77029

RENTAL AGREEMENT

This Agreement anticipates an ongoing relationship between Astro Equipment, LLC and Customer and sets forth the terms upon which the Parties agree to the Rental of certain Equipment.

THE FOLLOWING TERMS AND PROVISIONS APPLY

TERMS USED: The term "Agreement" means this Agreement, which applies to all current Rentals, and each successive Rental. The word "Astro" refers to Astro Equipment, LLC. "Equipment" means machines and/or accessories provided by Astro. "Rental" is the Customer's usage of Equipment for an agreed to Rental Rate. "Rental Rate" is the agreed to charges for Renting the Equipment. A Rental commences when the Equipment leaves Astro's premises and continues until the Equipment is returned in good working order. A "Rental Order" is an Astro document created when the Customer initiates a Rental. The Rental Order may contain information relating to equipment descriptions, rental rates, job information, transportation costs, taxes, insurance (values/limits), etc. A copy of the Rental Order is available upon Customer's request. Astro's Place of Business is 9715 Market Street, Houston, Texas, 77029. "Electronic" means the technology having electrical, digital, wireless, optical or similar capabilities. The words manufacturer or supplier refer to the firm(s) which manufactured, sold, or distributed the Equipment to Astro.

GENERAL: Customer understands the terms and provisions of this agreement constitute promises that are performable by Customer. Each Rental is a separate and independent transaction between the Customer and Astro. Customer warrants that the provided identification(s), addresses, names, financial statements, project information (including project location), or any other information furnished to Astro is true, correct, and current. Customer agrees to immediately inform Astro in writing of any changes to the information provided. Customer agrees that conducting transactions, contractual, or otherwise, by Electronic or written communication is valid and binding. Customer gives permission to Astro to use any third-party credit reporting agency of its choice to obtain additional information.

RENTAL PERIOD: Astro Rents the Equipment as described on each Astro Rental Order to the Customer. The Customer shall be liable for all accrued charges during each Rental. Each Rental starts when the Equipment is shipped or removed from Astro's Place of Business. No allowances will be granted for Sundays, holidays, time in transit, or any period of time the Equipment may not be in actual use. Each Rental shall continue until the Equipment is returned to Astro's Place of Business. Customer may only terminate a Rental by returning Equipment to Astro pursuant to Astro's instructions.

EQUIPMENT USE: Rental rates are based on Equipment usage not to exceed 8 hours per day, 40 hours per week, and 160 hours for four weeks. Customer will be charged for Equipment working in excess of these limits, and the Customer promises to pay such overages upon demand. Customer agrees that Equipment will be used for business purposes and not primarily for personal, family, or household purposes and that Equipment will be used in accordance with all applicable laws and regulations.

RENTAL BILLING: Rental Rate information is specified on the Astro Rental Order. Rental rates do not include: transportation charges, fuel, applicable taxes, cleaning, repair charges, or any other incidental expenses. Customer hereby agrees that all invoiced amounts from Astro are due and payable upon receipt.

RECEIPT OF EQUIPMENT: By accepting delivery of the Equipment, Customer acknowledges that the Equipment has been received in good condition and repair.

WAIVER OF DEFECTS: Customer agrees to make a complete inspection of the Equipment prior to use. Unless written notice of defect is made to Astro within 24 hours of Customer's receipt of the Equipment, the Customer thereby acknowledges said Equipment to be in good, safe, working condition and repair and fit for its intended use. Customer takes the Equipment thereafter "AS IS", regardless of defects, latent, or otherwise.

DISCLAIMER OF WARRANTIES: CUSTOMER ACKNOWLEDGES, AND AGREES THAT: (A) THE EQUIPMENT IS OF A SIZE, DESIGN, AND MANUFACTURE SELECTED BY THE CUSTOMER. SUITABLE FOR CUSTOMER'S PURPOSES, AND CONTAINS ALL SAFETY FEATURES DEEMED NECESSARY BY CUSTOMER; (B) ASTRO IS NOT A MANUFACTURER THEREOF; (C) ASTRO HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY OF CONDITION, QUALITY, AGE, DESIGN, DURABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE. ALL REPRESENTATIONS, AND WARRANTIES ARE HEREBY DISCLAIMED; (D) IN THE EVENT OF MECHANICAL DEFECT OR FAILURE OF THE EQUIPMENT, CUSTOMER'S SOLE REMEDY SHALL BE THE TERMINATION OF THE RENTAL; (E) CUSTOMER SHALL IMMEDIATELY NOTIFY ASTRO OF ANY MECHANICAL/DEFECT/FAILURE ISSUES; (F) ASTRO SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES AND EXPENSES, INCLUDING LOST PROFITS.

RETURN OF EQUIPMENT: Customer is fully responsible for the Equipment from the time of departure from Astro's Place of Business until returned to Astro. Returns are only accepted during regular business hours. Customer shall return the Equipment in the same condition as when delivered. Customer is fully responsible for all loss, or damage to the Equipment including, but not limited to: lack of lubrication, improper fluid levels, freezing, overriding/ignoring machine warning lights/alarms, monitoring pressure levels, overheating, collision, overturning, improper operation, overloading, dents, bending, tearing, straining, misalignment, fire, flood, any third parties actions, theft, disappearance, vandalism, abuse, misuse, neglect, carelessness, accidents, excessive wear, and tire damage. Customer agrees to pay Astro all costs of repair or replacement. Customer agrees that the Rental will continue unabated until the Equipment is repaired/replaced to Astro's satisfaction and available for use by Astro. In the event the Equipment is lost, stolen, destroyed, or damaged beyond repair, the Customer agrees to be responsible for the total replacement value of the Equipment. Customer agrees that the true value of the Equipment shall be the full replacement cost of the Equipment, at the current retail prices, without deduction or depreciation. Customer acknowledges and agrees that the current retail price may differ from the suggested insurable value on the Rental Order. Customer agrees that Rental paid or accrued will not be taken into consideration in determining the amount payable for loss or damage. Customer acknowledges they are not authorized to incur for Astro's account or to expend any money in repairing or replacing Astro's Equipment, without the written consent of Astro.

INSURANCE: The Customer agrees to maintain commercial insurance with a company that Astro approves and which protects Astro from liability for any loss, damage or injury caused by the Equipment, the Customer, its agents, employees, or third parties. Customer also agrees to be responsible for all loss or damage to the Equipment, and to provide and maintain property insurance for full replacement coverage against loss, damage, or destruction to the Rented Equipment. Customer shall include Astro Equipment, LLC as an Additional Insured, with a Waiver of Subrogation in respect to their General Liability, Automobile Liability, Workers Compensation, and Commercial Property policies. Astro Equipment, LLC shall also be named as a Loss Payee with respect to the Customer's Inland Marine/All Risk Physical Damage Insurance policy that covers Equipment Rented from others. Astro waives no rights in the event Customer defaults on this obligation.

SAFETY: Customer is responsible for the safe operation of the Equipment. Customer represents and warrants that it has, and all employees, agents and subcontractors of Customer who will operate the Equipment have, all necessary permits, licenses, insurance and registrations required by applicable federal, state or local laws, rules or regulations. Customer shall provide competent personnel to operate and maintain the equipment. Any operators of the Equipment and maintenance personnel must be trained and familiar with the Equipment. Customer is responsible for verifying all safety features are present and functional, such as, but not limited to: the ROPS canopy, back-up warning system, operator manuals, load/capacity charts, seat belts, safety lights, and all alarms. Customer must carefully consider any unusual safety or environmental conditions requiring additional safety precautions. Customer must immediately notify Astro of any accident, or occurrence involving the Equipment.

TRANSFER, ALTERATION OF EQUIPMENT: The Equipment shall not be removed from the location at which Customer represented it was intended to be used, without the prior written consent of Astro. Customer shall not make any alteration or modification to the Equipment without the prior written consent of Astro.

ASSIGNMENT, SUBLETTING: This agreement may not be assigned by Customer. The Equipment hereby Rented shall not be sublet, or subrented, by Customer.

RECALL, AND RETURN NOTICE: Astro may, for any reason, recall/remove, and immediately take possession of any or all Equipment without notice to the Customer. Astro shall at all times have the right to enter, without trespass, the premises where the Equipment may be located, for any purpose, without process of law. Customer shall advise Astro of the exact location of the Equipment whenever requested by Astro. Customer authorizes Astro to terminate any Rental, at any time.

TITLE: Title to all equipment shall remain vested only in Astro's name. Customer shall have no authority to sell, mortgage, or otherwise encumber the Equipment. Customer shall not permit any liens or claims to be filed against any of the Equipment. Customer agrees to immediately notify Astro, in writing, of any claims, or liens, and take all necessary steps to protect the Equipment against any legal actions.

DEFAULT: The Customer shall be in default should it violate any provision of this Agreement. Customer default occurrences include, but are not limited to: failure to make payment on Astro invoices within the agreed upon terms, change in ownership of company by more than 10%, ceasing business operations, voluntary or involuntary bankruptcy proceedings, making an assignment for the benefit of creditors, having any attachment, judgement, execution, or writ of process levied against Customer, Astro, or the Equipment. Upon default, Customer agrees to immediately deliver the Equipment to Astro.

INDEMNIFICATION: TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ASTRO, ITS SUBSIDIARIES, AFFILIATES, AGENTS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, DEMANDS, COSTS OR LAWSUITS OF ANY NATURE WHATSOEVER AND INCLUDING THIRD PARTY CLAIMS (COLLECTIVELY THE "CLAIMS") WHICH ANY OF THE INDEMNITEES MAY HEREAFTER SUFFER, INCUR, BE RESPONSIBLE FOR OR PAY OUT AS A RESULT OF OR IN CONNECTION WITH PROPERTY DAMAGE, PERSONAL INJURY, DEATH, ENVIRONMENTAL INDEMNITY OR OTHERWISE IN EACH CASE ARISING OUT OF, OR IN CONNECTION WITH, (I) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER OR ITS EMPLOYEES OR AGENTS, (II) THE VIOLATION OF ANY APPLICABLE LAW OR REGULATION BY CUSTOMER OR ITS EMPLOYEES OR AGENTS, (III) CUSTOMER'S BREACH OF THIS AGREEMENT, OR (IV) CUSTOMER'S OPERATION AND USE OF THE EQUIPMENT. THIS INDEMNITY SHALL INCLUDE, COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES OCCASIONED BY SUCH CLAIMS, AS WELL AS THE FULL AMOUNT OF ANY JUDGMENT RENDERED OR THE FULL AMOUNT OF ANY COMPROMISE SETTLEMENT MADE, PLUS COURT COSTS WITH INTEREST.

PAYMENTS, INTEREST CHARGES, ATTORNEY FEES: All Rentals and other amounts invoiced by Astro to Customer are due and payable upon receipt. Payments are to be delivered to the offices of Astro, in Harris County, Texas. Customer agrees to pay any and all costs and attorney fees incurred by Astro in enforcing the terms of this Agreement. Customer agrees to the accrual of Interest on any unpaid balance or judgement. The agreed interest rate is eighteen percent (18%) per annum, or the maximum allowed by law, whichever is lesser. Customer hereby waives any and all existing and future claims and offsets against rent payments or other amounts due and agrees to pay such rent payments and other amounts due regardless of any offset or claim which may be asserted by Customer.

MISCELLANEOUS: The failure by Astro to insist upon strict performance by the Customer of certain terms and conditions of this Agreement shall not be construed as a waiver of Astro's right to demand strict compliance. All Rentals are irrevocable for the full term thereof. The Rental shall not abate by reason of termination of Customer's right of possession, or the taking of possession by Astro, or for any other reason. The laws of the State of Texas shall govern this Agreement. Any suit, action, or proceeding arising out of or relating to this Agreement shall be brought in the state or federal courts located in Harris County, Texas, and the Parties hereby submit to the jurisdiction of such courts. ASTRO AND CUSTOMER DO HEREBY VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY. This Agreement constitutes the entire agreement of both parties and no modification hereof shall be binding unless in writing, and signed by Astro. This Agreement shall be binding upon and endure to the benefit of the parties, their heirs, executors, representatives, agents, successors, and permitted assigns.

PARTY'S LIABLE: The person signing this Agreement represents and acknowledges that they are the person whose name appears as Customer, or is the duly authorized agent and representative of the named Customer. The person signing this Agreement shall in all events be considered directly and personally liable, jointly and severally, with the named Customer.

LENGTH OF TERM: The terms of this Agreement shall apply to all present and future transactions between Astro Equipment, LLC, and the Customer, until revoked or amended by Astro.

AUTHORITY TO SIGN: The individual signing this Agreement represents and warrants that they are of legal age and that they have the authority and power to sign this Agreement as or for the Customer.

(Signatures to Follow)