MASTER LEASE AGREEMENT
BETWEEN
TREE TRUCKS, INC. AND [Organization name (organization name)]

THIS MASTER LEASE AGREEMENT ("Agreement") is made as of the [Long today's date (datetime today)] ("Effective Date"), by and between Tree Trucks, Inc., a California corporation organized under the laws of California, with an office located at 45133 County Road 32B, Davis, CA 95618, (herein referred to as "Tree Trucks"), and [Organization name (organization name)], with its principal place of business at [Organization address (organization address)], (herein referred to as "Customer") on the other hand (collectively, the "Parties").

1. PURPOSE AND SCOPE

1.1 Subject to the terms and conditions set forth herein, Tree Trucks agrees to lease to Customer, and Customer agrees to lease from Tree Trucks, the equipment and other property described in any schedule or schedules which may be executed from time to time by the Parties, including a Rental/Lease Out Schedule (a “Schedule”) (which property, together with any replacement parts, replacements, additions, repairs and accessories incorporated in and/or affixed to it, is referred to individually as an “Item of Equipment” and collectively as the “Equipment”) upon the terms and conditions set forth in this Agreement, supplemented by the terms and conditions set forth in the applicable Schedule.

1.2 All Schedules executed by the Parties that shall be incorporated by reference in this Agreement and this Agreement and all Schedules may be executed pursuant to it shall constitute a single lease of equipment.

1.3 This Agreement anticipates an ongoing relationship between Tree Trucks and Customer and applies to all Schedule Out Agreements.

1.4 This Agreement may be updated from time to time. To request the most recently updated Master Lease Agreement, email rent@treetrucks.com.

2. LEASE TERM

2.1 The term of this Agreement shall be from the Effective Date of this Agreement until all Equipment is returned and all other obligations with respect to such Equipment have been satisfied. Except as provided herein, Customer shall return all Equipment subject to this Agreement, as provided on the applicable Schedule(s), to Tree Trucks by the end of the term. If an Item of Equipment is returned in such a manner that requires Tree Trucks to repair or replace it, then Customer shall continue to pay rent during the time the Item of Equipment is unable to be used, as provided in Section 6 herein, and at the rate provided in the applicable Schedule(s).

2.2 Unless otherwise provided, Customer shall have an option to renew the Agreement under the same terms and conditions for an additional rental period, until and unless Tree Trucks, within seven (7) days from the end of the term of any renewal notifies Customer that the Agreement shall no longer be renewable.

a) If Customer does not return an item of Equipment to Tree Trucks by the end of the Agreement or any renewal, then Customer will be deemed to have exercised its option to renew the Agreement as provided herein, unless Customer provided written notice that it did not wish to exercise this option to Tree Trucks within seven (7) days prior to the end of the term of the Agreement or any renewal.

b) If Customer did not provide written notice to Tree Trucks that it did not wish to exercise the option to renew as provided herein, and Customer fails to deliver an Item of Equipment to Tree Trucks by the end of the Agreement or any renewal, then Customer shall pay the daily rental rate on that Item of Equipment until it is returned to Tree Trucks as provided herein.

2.3 Tree Trucks may terminate this Agreement with respect to any Item of Equipment for which an Acceptance Certificate has not been executed on or at any time subsequent to the date of the agreed pick up or delivery time of the Item of Equipment.

2.4 Customer may terminate this Agreement with respect to any Item of Equipment up to 24 hours before the agreed pick up or delivery time of the Item of Equipment. If Customer chooses to terminate this Agreement within 24 hours before the agreed pick up or delivery time of an Item of Equipment, then Customer shall pay Tree Trucks the daily rental rate for that Item of Equipment.

3. DEPOSIT; RENT; PAYMENT

3.1 A deposit for each Item of Equipment may be required, and will be provided in the applicable Schedule. Any deposit is due at the time this Agreement is signed by the parties. A credit card or banking information must be kept on file with Tree Trucks for any incidentals incurred at the return of the Equipment.

3.2 Rent for each Item of Equipment shall be charged as provided in the applicable Schedule(s) and shall commence on the date the Acceptance Certificate is signed by Customer. Customer's obligation to make payments is not subject to any recoupment, set-off, or deduction for any reason, and Customer is solely responsible for paying all costs associated with the use of the Equipment, such as maintenance, tickets or tolls. Rates are never prorated, credited, or rolled into longer rentals.

3.3 Customer shall pay all rent and other sums due under this Agreement to Tree Trucks at the address set forth herein, or at such place as Tree Trucks from time to time may designate in writing. Tree Trucks shall send an invoice to Customer detailing the amount of rent due, and Customer shall pay such invoice within the agreed upon terms, but in no case, later than thirty (30) days. Customer must notify Tree Trucks in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the Invoice or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. Customer agrees that if a credit or debit card or banking information is presented to pay for charges or to guarantee payment, Customer authorizes Tree Trucks to charge the credit or debit card or banking information for all amounts shown on the Invoice and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the rental period.

a) **FRAUD ALERT! PLEASE READ!** Wire fraud and email hacking/phishing attacks are increasing. If you receive ANY communications advising you that Tree Trucks' payment instructions have changed and requesting that you wire money to a different account, DO NOT RESPOND. Please immediately call Tree Trucks at (530) 400-3807. Any payment instructions should not be accepted via email alone, but independently verified by phone.

3.4 Any sum due under this Agreement that is ten (10) days past due shall incur a late fee of 10% of the outstanding balance.

3.5 In addition to the late fee set forth in Section 3.4, any sum due under this Agreement shall bear a monthly interest rate of 1.5%, compounded daily, or the highest rate permitted by law, whichever is less.

3.6 All rental rates are for the normal and permitted use of the Equipment, during the term of the Agreement, not exceeding: (a) 5 hours per day; (b) 30 hours per week; or (c) the lesser of 120 hours per four-week period for chippers; and not exceeding: (a) 8 hours or 100 miles per day; (b) 40 hours or 500 miles per week; or (c) the lesser of 160 hours or 2,000 miles per four weeks for trucks. Any excess use shall result in an additional charge of $50 per hour for chippers; and $2 per mile or $25 per hour for trucks.

3.7 Unless otherwise provided, the terms “day,” “week” and “month” on any Schedule regarding rent shall be defined as the following:

a) Up to 8 hours in any single calendar day shall be considered as one (1) day;
b) Four (4) to seven (7) consecutive days shall be considered one (1) week; and
c) 17 to 28 consecutive days shall be considered one (1) month.

3.8 No allowance will be made for late returns of Equipment based on weekends, holidays, time in transit, weather, shipping, repairs or other delays or any other period of non-use. Customer shall pay Tree Trucks an entire day of extra rent for each day or portion thereof that the Equipment is late until it is delivered to Tree Trucks.

3.9 Other charges, such as for delivery/pick up ($5/mile each way); fuel ($12/gallon); def ($10/gallon); cleaning ($450 interior / $450 exterior); disposal of debris ($350 dump box cleaning + $160/ton); removal of stickers or decals ($150/hour); missing parts, repairs, lost or additionally provided items; and late fees and interest; may, at the option of Tree Trucks, be invoiced separately. Such invoices shall be paid with the credit card or banking information kept on file.

3.10 Bucket trucks require a preventative maintenance inspection and dielectric test after each rental ($900 + parts and repairs). Such invoice shall be paid with the credit card or banking information kept on file.

4. WARRANTIES; REPRESENTATIONS

4.1 Customer acknowledges that Tree Trucks is not the manufacturer of the Equipment, nor the manufacturer’s agent, and Customer represents that Customer has selected the Equipment leased hereunder solely based upon Customer’s independent judgment, and Customer agrees that the Equipment leased under this Agreement is of a design, size, fitness and capacity selected by Customer and that Customer is satisfied that the same is suitable and fit for its intended purposes.

4.2 CUSTOMER FURTHER AGREES THAT TREE TRUCKS LEASES AND CUSTOMER TAKES THE EQUIPMENT “AS-IS” AND THAT TREE TRUCKS HAS NOT MADE, DOES NOT MAKE AND SHALL NOT BE DEEMED TO MAKE ANY REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE TITLE, VALUE, CONDITION, WORKMANSHIP, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR

PURPOSE OF THE EQUIPMENT, THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, THE ABSENCE OF ANY VIOLATION OR CONFLICT WITH ANY LAW, GOVERNMENTAL REGULATION, CONTRACT OR SPECIFICATION.

4.3 Customer specifically waives all rights to make claim against Tree Trucks for breach of any warranty of any kind and Tree Trucks also passes to Customer all warranties, if any, received by Tree Trucks by virtue of its ownership of the Equipment. Tree Trucks shall not be liable to Customer for any loss, damage or expense of any kind or nature caused directly or indirectly by any Equipment leased under this Agreement or for the use or maintenance of it, or for the failure of operations of it, or for the repairs, service, or adjustment to it, or by any delay or failure to provide any of it, or by any interruption of service or loss of use of it or for any loss of business or any other damage whatever and however caused. No defect or unfitness of the Equipment shall relieve Customer of the obligation to pay rent with respect to such Equipment, or any other obligation under this Agreement to Tree Trucks.

4.4 Customer here represents and warrants that: (a) if it is an entity other than an individual or sole proprietorship, it is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization; (b) the execution, delivery and performance of this Agreement and all related documents have been duly authorized by all necessary action on the part of Customer and do not and will not contravene any law, governmental rule, regulation or order binding on Customer or, if Customer is a corporation, contravene the articles of incorporation, by-laws or other constituting documents of customer or contravene the provisions of, or constitute a default under, or result in the creation of any lien, security interest or other encumbrance upon the property of Customer under any indenture, mortgage, contract or other agreement to which Customer is a party or by which it or any of its property may be bound; (c) neither the execution and delivery by Customer of this Agreement nor the consummation by Customer of any of the transactions contemplated by this Agreement require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of the registration with, or the taking of any other action in respect of any governmental authority or agency; (d) this Agreement and all related documents have been duly executed and delivered by Customer and constitute legal, valid and binding obligations of Customer enforceable against Customer in accordance with their terms; (e) there are no pending or threatened actions or proceedings before any court, governmental authority, administrative body or tribunal which, if adjudicated against Customer, would materially adversely affect the ability of Customer to perform its obligations under this Agreement; and (f) any financial information furnished to Tree Trucks by Customer in connection with this Agreement is true and correct and any balance sheet or statement of income of Customer furnished to Tree Trucks by Customer in connection herewith fairly presents the financial position of Customer as at the date of such balance sheet and the results of operations of Customer for the period covered by such statement of income, all in accordance with generally accepted accounting principles applied on a consistent basis.

5. ACCEPTANCE OF EQUIPMENT; INSPECTIONS

5.1 Prior to Customer's acceptance of any Item of Equipment, Tree Trucks shall make the Item of Equipment available for inspection by Customer. If Customer is unable to inspect the Equipment prior to its delivery to Customer, then Customer shall have 24 hours from the time of delivery to inspect the Equipment and notify Tree Trucks in writing of any defects or damages to the Equipment. Within a reasonable time of its receipt of such written notice, not to exceed three (3) business days, Tree Trucks shall either, at its sole election: (a) service, repair, or replace the Equipment, or (b) cancel the Schedule (or portion thereof relating to the rejected Equipment) and refund the payment received from Customer

for the Equipment for the time period during which Customer was unable to use the Equipment due to the defects or damages.

5.2 Customer's acceptance of any Item of Equipment shall be conclusively and irrevocably evidenced by Customer signing the Acceptance Certificate.

6. EQUIPMENT RETURN

6.1 Customer shall, at its sole expense, arrange for the Equipment to be returned to Tree Trucks at the location from which the Equipment originated or as designated by Tree Trucks in writing. Customer shall return the Equipment in the same condition as it was at the beginning of the rental term, except for Ordinary Wear and Tear, as defined in Section 9.6, resulting from permitted use. Customer shall contact Tree Trucks to secure an appointment to return the Equipment.

6.2 Customer agrees to return Equipment clean and with no debris with full fuel tank(s), filled with the appropriate type of fuel. If Customer returns Equipment with the fuel tank(s) less than full, Customer shall pay to Tree Trucks a sum equal to Tree Trucks' refueling service charge at Tree Trucks' location where Equipment is returned for the number of gallons that the tank(s) is (are) short at the time of return.

6.3 Tree Trucks shall inspect the Equipment and, except as described below, within five (5) business days of its return, per each piece of Equipment returned, Tree Trucks shall notify Customer in writing of any specific defects or damages that are not the result of Ordinary Wear and Tear, as defined in Section 9.6. Customer is responsible for paying all expenses relating to the service, repair, replacement and cleaning of such specific defects or damages to the Equipment so as to restore it to its fully operational condition. Customer agrees that Tree Trucks may use any deposit provided by Customer to go towards such repairs. Customer also agrees to continue paying rent while such repairs are being completed, provided that the repairs shall be commenced and completed as quickly as commercially possible, unless, prior to the return, Customer selected and paid for an Equipment Protection Plan (EPP) offered by Tree Trucks. In the event that Tree Trucks is unable to inspect the returned Equipment within five (5) business days, Tree Trucks will promptly notify Customer in writing of how long its inspection will take, and Customer agrees that Tree Trucks' remedies regarding the condition of the Equipment will remain in place during that time.

7. DELIVERY AND PICK UP OF EQUIPMENT BY TREE TRUCKS

7.1 Tree Trucks does not offer delivery or pick up of equipment on daily rentals.

7.2 Tree Trucks does not deliver trucks and/or chippers that require a commercial driver's license. All drivers picking up CDL equipment must provide a valid commercial driver's license at the time of pick up.

7.3 Delivery miles are not counted against the allowance for normal use miles.

7.4 Tree Trucks offers same day delivery (delivery in hours) or same day pick up of equipment. Same day delivery or pick up is $5 a mile plus a $350 fee if delivery or pick up is within 50 miles of the Davis yard; $5 a mile plus a $500 fee if delivery or pick up is within 51-100 miles of the Davis yard; $5 a mile plus a $500 fee and any associated fees (rideshare, airfare, hotel) if delivery or pick up is beyond 100 miles from the Davis yard.

7.5 A next day or scheduled delivery or pick up of equipment must be scheduled by 11:00 am, Monday to Thursday.

7.6 Delivery and pick up are invoiced separately and due upon request.

7.7 Delivery must be made to Customer's yard or current job site.

7.8 Delivery and pick ups require a scheduled handoff. If you are late to the handoff, standby time is charged after 10 minutes at $3 a minute up to one hour. If you are more than one hour late, you missed the handoff. Missed handoffs incur a $500 fee and any incidental costs incurred by missed handoff.

8. LOANER TRUCK PROGRAM

8.1 Our goal is to help you keep your tree crews working. To avoid the industry accepted practice of taking equipment "off-rent," Tree Trucks offers loaner trucks.

8.2 Although we thoroughly inspect and proactively maintain our fleet, breakdowns and other unexpected repairs can interrupt your rental experience. Loaner trucks are available when unexpected service or repairs are required to your truck on-rent or on-lease with Tree Trucks. A loaner truck is complimentary in cases of manufacturer's defect or equipment malfunction. For example, a check engine light comes on, a DEF sensor fails, or a dump box does not lift.

8.3 A loaner truck requires a separate lease out schedule and COI.

8.4 Rental rates, delivery fees, and pick up fees apply to loaner trucks and chippers if the reason for the breakdown or repair is the result of user error. For example, DEF is pumped into the fuel tank; damage caused by use that is beyond Ordinary Wear and Tear, as defined in Section 9.6; or overheating the brakes from over-braking; etc.

8.5 A loaner chipper truck is available for all chipper truck rentals.

8.6 A loaner truck and/or chipper is available for all fleet leases.

8.7 A loaner bucket truck is available for Rental/Lease Out Agreements of six (6) months or longer.

8.8 A loaner chipper is available for Rental/Lease Out Agreements of one (1) month or longer.

8.9 Limit one (1) loaner truck and/or chipper per Customer.

8.10 A loaner truck or chipper may not be the same size, make, model, color or capacity.

8.11 A loaner truck or chipper may have logos advertising Tree Trucks.

8.12 A loaner truck may not be made available if Customer's account is delinquent or in default.

9. POSSESSION; USE; LOCATION; MAINTENANCE; INSPECTION

9.1 Tree Trucks covenants to Customer that as long as Customer shall not be in default under this Agreement, Customer may possess and use the Equipment in accordance with this Agreement.

9.2 Customer warrants that the Equipment shall not be used or operated in violation of any law, ordinance, or governmental regulation.

9.3 Customer further warrants that it shall use, operate, and store the Equipment only: (a) in the normal course of Customer's business; (b) at the Job Site set forth in the applicable Schedule and/or the Customer's principal place of business; and (c) in a manner consistent with its design and the manufacturer's intended use and does not subject the Equipment to more than Ordinary Wear and Tear, as defined herein. Customer shall not place the Equipment at any location other than its principal place of business or the Job Site set forth in the applicable Schedule without the prior written consent of Tree Trucks. Customer acknowledges that this Agreement is between Tree Trucks and Customer alone, and the Equipment shall be used exclusively by Customer or Customer's employees or agents. Customer shall not sublet or assign the Equipment, or allow any other person, company, or trade to use it.

9.4 Customer shall secure Equipment against theft or unauthorized use. Customer shall notify Tree Trucks immediately of any disappearance, theft, accident, ticket, damage, malfunction, or failure involving Equipment, and promptly furnish Tree Trucks all information in writing and assistance required. A 'writing' for this purpose may include a text message or email to a phone number or email address provided by Tree Trucks.

9.5 Customer shall not make or suffer any changes, alterations, improvements, or remove any parts, accessories or attachments to or from the Equipment other than in the course of routine maintenance or with the prior written consent of Tree Trucks.

9.6 Customer shall, at its sole cost, maintain the Equipment in good operating order, repair and condition excepting Ordinary Wear and Tear resulting from permitted use.

(a) "Ordinary Wear and Tear" shall mean only the normal deterioration of the Equipment caused by ordinary, reasonable and proper use.

(i) Damage which is not "Ordinary Wear and Tear" includes, but is not limited to the following: excessively worn teeth, points and blade edges; damage to hydraulic hoses; damage resulting from a lack of lubrication or maintenance of necessary oil, water, DEF fluid and air pressure levels; damage resulting from lack of servicing or improper use, operation, fueling, maintenance, storage and/or repair of any Item of Equipment, including overloading or exceeding the rated capacity of such, and damage to tires, tool boxes, and keys.

(ii) In the event the Parties disagree about whether damage to an Item of Equipment is the result of Ordinary Wear and Tear, Tree Trucks shall request that a manufacturer or dealer of that Item of Equipment, or a person who has previously testified in any court of law as an expert on the type of equipment at issue, provide an opinion on whether the damage at issue is the result of Ordinary Wear and Tear, and the Parties agree to rely on such opinion and to be bound by it.

(b) Tree Trucks agrees to perform maintenance on the Equipment, but Customer is responsible for transporting the Equipment to Tree Trucks and paying for all costs of such maintenance, parts and repairs.

(i) If towing of equipment is required due to manufacturer defect or warranty issues, the towing is complimentary to the Customer. If towing of equipment is required due to user error, the towing invoice is the responsibility of the Customer.

9.7 Tree Trucks may, during normal business hours and with prior notice to Customer, inspect the Equipment to ensure that it is being properly used and maintained.

9.8 Customer shall not alter the Equipment in any way, and shall not alter, deface, cover up or conceal any numbering, lettering, insignia or labels displayed on the Equipment. Customer shall utilize and display Customer's USDOT number in its use or transportation of the Equipment.

9.9 All additions, repairs, parts, accessories, equipment and devices furnished or affixed to any Equipment shall become the property of Tree Trucks except such as may be removed, and which are in fact removed, without in any way damaging the Equipment or affecting or impairing the originally intended function or use of such Equipment.

10. SAFETY

10.1 In addition to the foregoing, Customer warrants that it shall maintain and use the leased equipment in a safe and proper manner, including but not limited to complying with the following guidelines from Tree Trucks:

(1) TAKE CARE AND GO SLOW WHEN DRIVING OR MOVING EQUIPMENT ON UNEVEN OR SOFT GROUND, MAKING TURNS ANYWHERE, ENTERING OR EXITING A ROAD OR PARKING LOT OR ANY OTHER TERRAIN THAT HAS A CHANGE OF ELEVATION, ESPECIALLY WHEN THE EQUIPMENT IS LOADED;

(2) LOAD TRUCKS ONLY WITHIN THE SCOPE OF THEIR INTENDED USE, i.e., WITH WOODY PRODUCTS, LOGS, CHIPS AND THE LIKE;

(3) NEVER USE A BUCKET TRUCK AS A CRANE TO LIFT OR LOWER ANYTHING OTHER THAN THE OPERATOR;

(4) NEVER DRIVE OR MOVE A BUCKET TRUCK OR CRANE WHEN THE BOOM IS NOT LOWERED AND SECURED AND PROPERLY FASTENED;

(5) ENSURE TRUCK IS ON SOLID LEVEL GROUND BEFORE ENGAGING ANY POWER TAKE-OFF, HYDRAULIC DUMP, CRANE, OR LIFT;

(6) NEVER FEED ANY NON-WOODY MATERIAL INTO A CHIPPER; ALSO, NO BAMBOO, MANZANITA, PALM TREE OR MADRONE MAY BE FED INTO CHIPPERS;

(7) NEVER DUMP A TRUCK ON A SLOPE GREATER THAN THREE DEGREES;

(8) ALWAYS USE A SPOTTER WHEN BACKING UP A TRUCK OR CHIPPER;

(9) ALWAYS USE TRAFFIC CONTROL, INCLUDING SIGNS AND CONES, WHEN WORKING NEAR AREAS WITH TRAFFIC OR RIGHT-OF-WAY;

(10) CHECK FLUIDS (OIL,WATER) LEVELS BEFORE EACH WORK SHIFT BEGINS; and

(11) CHECK AND CLEAN AIR FILTERS BEFORE USE EACH DAY.

10.2 Customer agrees that it is solely responsible for the supervision and control over the Equipment and all persons operating or assisting in the operation of the Equipment, and for arranging or providing training, instruction, and direction to all such persons. Customer shall, among other things:

(1) Ensure that any person who operates the Equipment wear appropriate personal protective equipment (PPE), including eye glasses, ear muffs, face shield, hand gloves, and steel-toe boots;

(2) Ensure that any person who operates in or on a bucket truck utilize a safety harness and/or other fall protection that is securely and properly worn and attached; and

(3) Ensure proper training to avoid jackknifing when stalling engine on a hill or incline.

10.3 Under no circumstances shall the Equipment be used for the transportation, storage, use or removal of any hazardous products or materials (as defined by the United States Environmental Protection Agency or any state regulatory or enforcement agency).

11. RISK OF LOSS

11.1 Customer assumes and shall bear all risk of any loss, theft, damage to, or destruction of the Equipment from any cause whatsoever, except for damage from Ordinary Wear and Tear (”Casualty Occurrence”) while the Equipment is in Customer’s possession, custody, or control. No Casualty Occurrence shall relieve Customer of its obligations under this Agreement, including but not limited to payment of rent.

11.2 In the event of a Casualty Occurrence to any Item of Equipment, Customer shall notify Tree Trucks within 24 hours of discovering it and shall promptly arrange for such Item of Equipment to be in good repair, condition and working order; provided that if Tree Trucks reasonably determines such Item of Equipment to be lost, stolen, destroyed or damaged beyond repair, then Customer, at Tree Truck’s option, shall either: (a) replace such Item of Equipment with like equipment in the condition required by this Agreement and which has a market value at least equal to that of the replaced Item of Equipment immediately prior to the Casualty Occurrence; or (b) pay to Tree Trucks, no later than sixty (60) days after notification by Tree Trucks, the “Replacement Value” as listed on the appropriate schedule(s), or the actual replacement cost at the time of loss, whichever is less. All assessments regarding the Item of Equipment’s market value and the actual replacement cost shall include costs for transporting a replacement Item of Equipment, sales tax, and registration costs with the California Department of Motor Vehicles. Customer shall be responsible for all costs related to the transportation of the Equipment to Tree Trucks and/or for repairs, including towing, unless Customer purchased from Tree Trucks an Equipment Protection Plan (EPP) prior to the Casualty Occurrence that covers the cost of such transportation.

11.3 In the event of a Casualty Occurrence that requires extensive repairs on an Item of Equipment, and Tree Trucks leases a replacement Item of Equipment to Customer while the Item of Equipment is being repaired, then Customer shall be responsible for paying rent on both the Item of Equipment being repaired and the replacement Item of Equipment. See Section 8.

11.4 If, at Tree Trucks’ option, Customer is required to replace destroyed or damaged equipment, then any insurance proceeds paid either to Tree Trucks or Customer, or to Tree Trucks and Customer jointly, shall be used to replace said equipment. If the insurance proceeds are less than the Replacement Value

of the Equipment, as provided on the applicable Schedule(s), then Customer shall be responsible for paying to Tree Trucks the additional amount so that Tree Trucks receives the entire Replacement Value of the Equipment. If Customer purchased from Tree Trucks an Equipment Protection Plan (EPP) prior to the Casualty Occurrence, then the Equipment Protection Plan may cover some of the difference between the insurance proceeds and the Replacement Value, but in no case will Tree Trucks receive less than the total Replacement Value.

12. INSURANCE

12.1 During the lease term of any Equipment, Customer shall, at its sole expense, keep in effect an "All Risk" Property insurance policy covering the Equipment in an amount not less than the full Replacement Cost of the Equipment, and as provided on the applicable schedule(s). In addition, Customer shall also carry a Public Liability insurance policy (Comprehensive General Liability or other similar form of third party liability coverage acceptable to Tree Trucks) in an amount not less than $2 million combined single limit per occurrence, unless Tree Trucks specifies otherwise in writing (including on the Certificate of Insurance form). All insurance policies shall be in form and amount and with insurers acceptable to Tree Trucks. The All Risk Property insurance policy shall name Tree Trucks and its assigns as Loss Payee, and the Public Liability insurance policy shall name Tree Trucks as an Additional Insured. Customer further agrees to carry any additional insurance policies in such a manner as required by any applicable schedules.

12.2 Each policy shall provide: (i) for no less than thirty (30) days' prior written notice of modification, cancellation or nonrenewal to Tree Trucks; (ii) that such policy shall not be invalidated as against Tree Trucks or its assigns for any violation of any term of the policy; and (iii) that such insurance is primary insurance and any other insurance covering Tree Trucks or its assigns shall be secondary and excess of such policy.

12.3 Customer shall pay the premiums and deliver to Tree Trucks at the commencement of the lease term of any Item of Equipment, a Certificate of Insurance, or other evidence satisfactory to Tree Trucks, stating that coverage is in effect; provided, however, Tree Trucks shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Customer in the event such insurance shall not comply with the requirements of this Agreement. Proceeds from any Public Liability insurance policy shall be made payable first on behalf of Tree Trucks to the extent of its liability, if any.

12.4 Customer shall promptly notify any appropriate insurer and Tree Trucks of each and every occurrence which may become the basis of a claim or cause of action against the insureds and provide Tree Trucks with all data pertinent to such occurrence. The proceeds of casualty insurance, at the option of Tree Trucks shall be applied toward: (a) the repair or replacement of the appropriate Equipment, (b) payment of the Replacement Value of it, or (c) the payment of any other accrued obligation of Customer hereunder. Any excess of such proceeds remaining shall belong to Customer.

12.5 Customer appoints Tree Trucks as Customer's attorney-in-fact with full power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts, necessary or advisable to secure payments due under any policy contemplated by this Agreement on account of a Casualty Occurrence to the Equipment.

12.6 Customer's failure to have the required insurance shall not lessen Customer's obligations herein.

12.7 IN THE EVENT THAT CUSTOMER DOES NOT PROVIDE TREE TRUCKS WITH TIMELY SATISFACTORY PROOF OF INSURANCE, CUSTOMER WILL PAY TREE TRUCKS A PER DIEM CHARGE OF 15% OF TOTAL RENTAL COST UNTIL SUCH TIME AS CUSTOMER PROVIDES SATISFACTORY PROOF OF INSURANCE IN AMOUNTS AND COVERAGE AS REQUIRED HEREIN. The risk fee may include a profit to Tree Trucks and is not insurance covering the Customer. Tree Trucks does not provide insurance. In the event Tree Trucks does not receive a certificate of insurance, please be advised that you are fully liable and responsible for any and all loss or damage to Tree Trucks' equipment while rented or leased to you. We reserve the right to change the percentage fee or amount of deductible at any time.

13. INDEMNIFICATION

13.1 Customer agrees to indemnify, defend and hold Tree Trucks and its employees, officers, directors, successors and assigns, harmless from and against any and all liabilities, damages, claims, actions, suits, proceedings, penalties, costs and expenses, including reasonable attorney's fees and costs, of whatever kind and nature ("Claims") arising out of the use, condition (including, but not limited to, latent or other defects and whether or not discoverable by Customer or Tree Trucks), operation, acquisition, ownership or leasing of any Item of Equipment, including without limitation the manufacture, selection, purchase, delivery, acceptance, rejection, possession, return or disposition of any Item of Equipment, and including without limitation, Claims arising by contract or tort including negligence, strict liability or otherwise, regardless of where, how and by whom the Equipment was operated or any failure on the part of Customer to perform or comply with any of its obligations under this Agreement.

13.2 If any claim is made against Customer or Tree Trucks, the party receiving notice of such claim shall promptly notify the other, but the failure of such person receiving notice to notify the other shall not relieve Customer of any obligation under this Agreement. This indemnity shall survive the expiration or other termination of this Agreement.

14. ASSIGNMENT

14.1 Without Tree Trucks' prior written consent, Customer shall not transfer, assign, sell, sublet, or otherwise dispose of any of Tree Truck's interest in any Equipment of this Agreement, and any attempt by Customer to accomplish the same without Tree Truck's consent shall be void.

14.2 Tree Trucks may, at any time, without notice to Customer, mortgage, grant security interest in or otherwise transfer, sell or assign all or any part of its interest in this Agreement or any Equipment or any rent or other sums due or to become due under this Agreement, except that the interest of any such mortgagee, transferee or assignee shall be subject to Customer's rights of use and possession, and renewal rights, if any, under this Agreement so long as no Event of Default, as provided in Section 15, has occurred and is continuing under this Lease.

14.3 Customer agrees that, in the event of an assignment, the assignee has not assumed and will not have any obligations or liabilities under this Agreement to Customer or to any other person by reason of the assignment or otherwise. Customer agrees, upon the assignee's written request, to pay all rent and other amounts owing under this Agreement directly to the assignee.

15. DEFAULT

15.1 The occurrence of any of the following shall, at the option of Tree Trucks and with due notice, constitute an Event of Default under this Agreement:

(a) Customer fails to pay any rent or other sum due under this Agreement and such failure shall continue for at least ten (10) days;

(b) Customer fails to perform any other covenant herein and such failure continues for twenty (20) days after written notice by Tree Trucks to Customer;

(c) Customer fails to pay any other indebtedness or obligation owed by Customer to Tree Trucks under any other agreement or instrument;

(d) Customer files a petition in bankruptcy, or for reorganization, or for an arrangement pursuant to the U.S. Bankruptcy Code; or any similar federal or state or foreign law, or it is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or admits in writing to its inability to pay its debts generally as they become due, or is dissolved, or suspends payment of any of its obligations, or takes any corporate action in furtherance of any of the foregoing;

(e) a petition or answer proposing the adjudication of Customer as bankrupt, or its reorganization under the U.S. Bankruptcy Code, or any similar federal or state or foreign law is filed in any court, and (i) Customer shall consent to such filing, or (ii) such petition or answer is not discharged or denied within sixty (60) days after such filing;

(f) a receiver, trustee or liquidator (or other similar official) is appointed for or takes possession or charge of Customer, substantially all of its assets, or any Equipment;

(g) Customer attempts to sell, transfer, mortgage, pledge, or otherwise encumber, sublet or part with possession of any Equipment without Tree Trucks' prior written consent;

(h) a material adverse change in Customer's financial condition or credit rating;

(i) if Customer is an individual, the death or judicial incompetence of Customer;

(j) any representation or warranty made by Customer herein or in any document or certificate furnished by Customer in connection with this Agreement or pursuant to this Agreement shall prove to have been incorrect in any material respect at the time made; and/or

(k) any tampering or signs of tampering with the Equipment's hour meter or GPS tracking system and/or any failure to notify Tree Trucks of any glitch, malfunction, failure or improper hour meter activity or non-activity within 24 hours after its discovery.

15.2 In addition, the occurrence of any event described herein with respect to any guarantor or other party liable for the payment or performance of this Agreement, or the termination or adverse modification of any instrument, agreement or document by which such guarantor or other party is liable for the obligations of Customer under this Agreement, shall also be considered an Event of Default.

16. REMEDIES

16.1 Upon the occurrence of any Event of Default, or at any subsequent time, Tree Trucks, at its sole option, may exercise one or more of the following remedies:

(a) declare all accrued and unpaid rent immediately due and payable;

(b) use any deposit Customer paid pursuant to this Agreement on any necessary repairs to the Equipment, as provided in Section 6, or for amounts otherwise owing to Tree Trucks, including any past due rent.

(c) terminate this Agreement as to any or all Items of Equipment upon written notice to Customer, without prejudice to any other remedies under this Agreement;

(d) enter with Customer's permission any premises where the Equipment may be located with or without legal process and take possession of it without such action constituting a termination of the Agreement unless Tree Trucks notifies Customer in writing to such effect;

(e) proceed by appropriate action either at law or in equity to enforce performance by Customer of the applicable covenants of this Agreement or to recover damages for breach of it; and

(f) exercise any and all rights available to Tree Trucks under applicable law upon a default by Customer.

16.2 Customer, upon its default under this Agreement, shall pay to Tree Trucks all costs and expenses (including reasonable attorney's fees and collection fees) incurred by Tree Trucks in connection with collecting any amounts due under this Agreement or enforcing any right or remedy of Tree Trucks under this Agreement.

16.3 If the Equipment is or becomes defective or unfit because of accident, obsolescence, or any other cause whatsoever, or Customer desires to cease the use of the Equipment for any reason whatsoever, Customer's sole right and remedy shall be the return of the Equipment to Tree Trucks and the subsequent termination of this Agreement.

17. ATTORNEY'S FEES

Customer agrees to pay Tree Trucks all costs and expenses, including collection charges and attorney's fees, in enforcing the terms of this Agreement.

18. NOTICES

18.1 All notices shall be deemed to have been given: (a) if delivered in person, immediately on delivery; (b) if by facsimile or email, immediately on sending and on confirmation of receipt; (c) if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and (d) if by certified mail, return receipt requested, five (5) business days after mailing.

18.2 Mail shall be sent to Tree Trucks at 45133 County Road 32B, Davis, CA 95618, or to Customer at the address provided herein, or at such other address as either shall designate in writing. All emails to Tree Trucks shall be sent to rent@treetrucks.com.

19. MISCELLANEOUS

19.1 This Agreement and any Schedules executed by Tree Trucks and Customer shall constitute the entire agreement between the parties with respect to the Equipment and the subject matter of this Agreement. This Agreement and all Schedules supersede any prior negotiations, representations, or agreements, either written or oral, between the Parties, and shall not be varied or contradicted by extrinsic evidence, usage of trade, prior course of dealing, or prior course of performance. No promises, representations, or inducements have been made, except as provided in this Agreement. No term or provision of this Agreement may be changed, waived, amended or terminated except by a written agreement signed by the Parties, provided that Tree Trucks may insert the serial number of any Item of Equipment and the Commencement Date on the appropriate Schedule after delivery of the equipment and receipt of an Acceptance Certificate with respect to it.

19.2 No express or implied waiver by Tree Trucks of any Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default whether similar in kind or otherwise. The provisions of this Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not affect any other provision.

19.3 The titles of the sections of this Agreement are for convenience only and shall not define or limit any of the terms or provisions of this Agreement.

19.4 Time is of the essence in this Agreement and all of its provisions.

19.5 No information, exhibit or report furnished or to be furnished by Customer to Tree Trucks in connection with the negotiation of this Agreement and the transactions contemplated by this Agreement contains or will contain any material misstatement of fact or omit any material fact necessary to make the statement contained in it not misleading when made. The Customer is not aware of any material facts or circumstances not disclosed to Tree Trucks which might, if disclosed, be of material consequence in the credit evaluation of Customer by Tree Trucks.

19.6 The failure of Tree Trucks at any time to insist upon strict performance by Customer to the condition herein shall not be construed as a waiver of Tree Trucks' right to demand strict compliance. The express waiver of one provision in this Agreement shall not be deemed a waiver of any other provision herein.

19.7 If this Agreement is signed by more than one Customer, then each Customer shall be jointly and severally liable for all the obligations to be performed by Customer under this Agreement.

19.8 This Agreement and any Schedules executed by the Parties shall be binding upon and inure to the benefit of, and shall be enforceable by or against, the Parties' respective successors, permitted assigns, heirs, administrators, executors, and trustees. Except as otherwise expressly stated herein, this Agreement does not confer any rights or benefits on persons or entities which are not Parties to this Agreement, as third-party beneficiaries or otherwise.

19.9 Customer acknowledges the right and opportunity to have this Agreement reviewed by legal counsel, if so desired.

19.10 WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer consents to the non-exclusive jurisdiction of the state and federal courts in and for the County of Yolo, State of California in any and all actions and proceedings between the parties arising under or relating to this Agreement and irrevocably agrees to service of process by any means authorized under California law.

IN WITNESS OF WHICH, the parties have executed these presents to be effective as of the day and year first above written.

TREE TRUCKS

Date: [Short today's date (datetime today_short)]

By: _____

[Name of representative]

[Title of representative]

[Organization name (organization name)]

Date: [Short today's date (datetime today_short)]

By: _____

[Name of representative]

[Title of representative}

TREE TRUCKS® LEASING AND RENTALS

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