

TERMS AND CONDITIONS OF RENTAL CONTRACT – U-COOL REFRIGERATION, LLC – TRUCKS AND TRAILERS

For good and valuable consideration, you and U-Cool Refrigeration, LLC, a Washington limited liability company (also referred to herein as "U-Cool," "Lessor," "we," "us" and "our") agree as follows:

1. As used in this Contract, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the item(s) rented or sold (if applicable) to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per the terms of Section [or "§"] 5 below); "Site" means the address where the Item(s) will be delivered and/or used, as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the "Customer," "Renter" or "Lessee" identified on P.1.

2. You agree to rent from U-Cool the Rented Item(s) for the period(s) specified on P.1 (the "Term"), at the end of which, your rights to use and possess the Rented Item(s) shall expire and terminate. You agree to pay us the applicable rental rate(s) set forth on P.1 (the "Rent"), and all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all associated injuries and damages, until all Rented Item(s) is/are returned to and accepted by U-Cool in the return condition required under this Contract. Unless otherwise specifically agreed by U-Cool all rental rates are for normal use of the Rented Item(s) on a daily basis, and otherwise in accordance with the terms hereof. Additional Rent at our maximum periodic rate(s) will be due for late returns. No allowance, credit, refund or Rent reduction will be made or due in order to account for Act(s) of God, events of force majeure, time in transit or other period(s) of nonuse, and you hereby waive all claims with respect thereto. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless we otherwise agree in writing, you: (i) will pay us: (A) the Estimated Rent, together with any deposit specified on P.1 in advance (together, the "Prepayment"); and (B) all other amounts coming due hereunder upon demand; and (ii) agree that: (A) we may deduct any amount you owe us from any Prepayment; (B) no interest will accrue on any Prepayment; (C) no Prepayment will be deemed a limit of your liability to us; and (D) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in, on and/or attached to any Rented Item(s) upon return will be deemed abandoned.

3. U-Cool owns and will retain title to Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term, subject however, to your duty to fully and timely comply with this Contract at all times. **You SHALL NOT:** (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); or (b) loan, transfer, sublease, re-rent, surrender possession or control of, move, sell, encumber, assign or dispose of any Item(s) or this Contract, without our prior written consent (granted, conditioned or withheld in our sole discretion). We may sell and/or assign all or any part of our interests in such Item(s) and/or this Contract, in which event, you will attach to the assignee, who will not be responsible for our pre-existing obligations or liabilities.

4. If we agree to provide any service(s) (including delivery and/or retrieval), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for any delay(s) caused by you, your agents, or any other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend and hold harmless U-Cool. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition, quality, utility and quantities of the Item(s) and the Site).

5. Upon the earlier of your receipt, or our delivery to the Site, of the Rented Item(s) unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by U-Cool), carefully examined and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and understand all laws, rules, regulations, training, instructions (including connection / disconnection procedures), manuals, maintenance requirements, and other information, including all EPA, OSHA, MSHA, ASME, ASSP, DOT, IRP, FMCSA, IFTA, ANSI and other Standards (and their respective estate equivalents) applicable to the Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including all CDL, FDA, USDA and local food and drink vending and safety requirements); (iii) have been made aware of the need to use all applicable safety devices; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from all affected parties, including governmental authorities; (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); (vii) will provide your own USDOT number and door signs; and (viii) will ensure that all others comply with this Contract at all times. You shall notify us immediately if any of the foregoing shall be breached or be or become incorrect.

6. In the event of a Malfunction as defined in § 5, you agree to immediately notify and return the Malfunctioning Item to, us, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use or deal with any Rented Item(s), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable Item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligation(s) regarding Malfunctions, all of which you waive (including without limitation, all direct, indirect, incidental and consequential damages).

7. You agree to protect, properly service, maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use (you must provide your own lock), and return it to U-Cool on time at the end of the Term, complete, clean, free of contamination (including without limitation, pathogens and organics such as food, drinks and byproducts), in good order, condition and repair, properly serviced and maintained, and full of the proper fuel, fluids and lubricants. You agree to pay U-Cool a service fee equal to three (3) times the local unit price (e.g., quart, gallon, liter) for any of the same U-Cool refills as a result of your failure to comply with the foregoing requirement. If you fail to do so, then in addition to the amounts set forth on P.1, you will pay us: (a) Rent for each succeeding full rental period until all Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. You will not, nor will you permit anyone else to: (i) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, CANNABIS AND ALCOHOL, WHETHER OR NOT LEGAL); (ii) abuse, misuse, overuse, conceal, store, surrender, repair, modify or damage any Rented Item; (iii) violate any Instruction, insurance policy or warranty; (iv) expose any Rented Item(s) to any potentially hazardous substances or circumstance(s); or (v) take possession of or exercise control over any Rented Item, without our prior consent (in our sole discretion).

8. **NO WARRANTIES:** U-COOL IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "**AS-IS**". U-COOL MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY AND ALL WARRANTY(IES) OF **MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ALL WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE**) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES U-COOL MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. **NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY U-COOL. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.**

9. **WARNINGS: THE PURPOSE OF THE RENTED ITEM(S) IS TO: (A) MAINTAIN THE COOL TEMPERATURE(S) (SET FORTH ON P.1) OF THE PROPERTY STORED AND/OR TRANSPORTED IN IT/THEM; AND (B) NOT TO REDUCE TEMPERATURE(S). THE RENTED ITEM(S) SHOULD NOT BE USED TO COOL WARM ITEM(S). THE RENTED ITEM(S) CAN BE DANGEROUS, AND SHOULD BE TRANSPORTED, SERVICED, MAINTAINED, REPAIRED AND USED WITH EXTREME CARE. ONLY FOR ITS/THEIR INTENDED PURPOSE(S) BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED, INSTRUCTED, AND IF APPLICABLE, LICENSED, ADULTS OVER 21 YEARS OF AGE. YOU AGREE TO FULLY AND TIMELY COMPLY, AND ENSURE ALL OTHERS COMPLY, WITH THE FOREGOING REQUIREMENTS, AND TO ENSURE THAT EACH RENTED ITEM IS SUPPLIED WITH ADEQUATE AND PROPER POWER (INCLUDING PHASE, WATTAGE, VOLTAGE AND AMPERAGE) AND (IF APPLICABLE) FUEL, AT ALL TIMES.** You will not, nor will you permit anyone else to: (a) abuse, misuse, overuse, move, conceal, connect, disconnect, repair, alter, modify or damage any Rented Item; (b) violate any Instruction, insurance policy or warranty; (c) take possession of or exercise control over any Rented Item, without our prior consent (granted, conditioned, or withheld in our sole discretion); or (d) store or permit the storage in any Rented Item(s) of any item(s) prohibited by this Contract, including §§ 5 and 7 and/or any Instructions.

10. **INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, RISK(S) OF PERSONAL AND BODILY INJURY,**

PRODUCTS LIABILITY, LOSS, THEFT, DAMAGE (INCLUDING WITHOUT LIMITATION, SPOILAGE AND/OR DETERIORATION OF FOOD, DRINKS AND/OR PERISHABLES) AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, POWERING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, U-COOL, its parents, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, partners, suppliers, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee" and collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, contractors, sublessees, invitees, successors and/or assigns; and except only as provided in § 6, **(C) WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages against each and every Indemnitee.

11. You agree to maintain any and all policies of insurance that may be required by U-Cool and/or applicable law, including without limitation: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all items for the full (new) replacement cost thereof; (c) workers' compensation insurance; and (d) for any and all vehicles, containers and trailers included with or in the Rented Item(s): (i) hired auto liability insurance with minimum limits of \$1,000,000; (ii) hired auto physical damage insurance for actual cash value; and (iii) replacement cost contents insurance for all contents thereof (Note: Except as required by law, we do not provide insurance, including without limitation, liability protection, no-fault benefits, uninsured/underinsured motorist ("UM/UIM") protection, and physical damage, comprehensive and/or collision, coverage. If we are legally obligated to provide any of the same, you: (i) hereby select such protection(s) with the minimum limits and the maximum deductible(s) permitted by law; (ii) agree to pay any and all such deductible(s); and (iii) waive and reject any PIP and/or UM/UIM coverage in excess of the legally required minimums). The above policies shall, whenever possible: (A) name U-Cool as an additional insured and loss payee; (B) waive subrogation against us; (C) be primary and non-contributory; and (D) include such other provisions (including deductibles) as we may require. You irrevocably appoint U-Cool as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.

12. If and only if, we have offered our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** and you have paid the LDW fee set forth on P.1 prior to commencement of the Term, then with respect solely to the Rented Item(s) covered by LDW ("Covered Items"), your liability for such Covered Item(s) will be partially waived if and to the extent they suffer physical damage during the Term; provided however, that **you will remain 100% liable for:** (a) all damage to or loss of Covered Items caused in whole or in part by: (i) your breach of this Contract; (ii) theft of or failure to return any Covered Item(s); (iii) negligence, misuse and/or abuse; (iv) vandalism and malicious mischief; (v) use of alcohol or drugs; and/or (vi) use of any Item(s) in violation of this Contract and/or any applicable Instruction(s), policy(ies) of insurance or warranty(ies); (b) all loss of and damage to batteries, data, glass, tires, tubes, belts, chains, knobs and/or hoses; (c) overhead damage; (d) a "deductible" of \$250 for each Covered Item which suffers damage; and (e) all replacement or repair costs for damage exceeding \$10,000 in the aggregate across all Covered Items. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

13. To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property affixed to, and/or improved with, any Rented Item(s). We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via the use of GPS and/or telematics) any Rented Item(s) at any time, and all information thereby obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. If any performance required of us is delayed, impaired or made more costly as a result of any act or omission of/by you, any other Provider(s) or any "Act of God," event of force majeure (including fire, flood, storm, earthquake, tsunami, slide, subsidence, collapse, riot, war, violence, threat, theft, terrorism, cyber-attack, supplier delay, strike, shutdown, power surge or outage, epidemic, pandemic and governmental and regulatory actions) or other events, facts or circumstances beyond our reasonable control, we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due and coming due to U-Cool hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize U-Cool Refrigeration, LLC to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide and agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent we actually receive from you hereunder. You agree to pay all sales, use, lease, gross receipts, and other taxes, tolls, fines, fees and other charges related to the Item(s) and/or this Contract. If any legal action is commenced in connection herewith, we will be entitled to recover our associated attorneys' fees, costs and expenses from you if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or our waiver of any rights or remedies.

14. This Contract, and any addenda we provide, each of which is incorporated herein, represent(s) the entire agreement between you and U-Cool, superseding all other agreements and representations (including our website and advertising). The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be amended or extended except in a writing signed by U-Cool. Time is of the essence. These Terms and Conditions apply to the Item(s) identified on P.1 and to all other Items you obtain from U-Cool at any time (unless we otherwise agree in writing). This Contract: (a) constitutes an operating lease, and not a financing; (b) is fair and reasonable; and (c) shall bind and be enforceable by and against you, U-Cool Refrigeration, LLC and the other Indemnitees (there being no other third-party beneficiaries hereto). Any item(s) sold to you ("Sale Items"), as provided on P.1 are provided "**AS-IS**" and "**WITH ALL FAULTS**" are subject to the terms of this Contract (modified to address sales); provided that we will have no obligations under § 6 with respect to Sale Items. All Item(s) not specifically identified as Sale Items on P.1 will be deemed Rented Item(s).

15. Your duties hereunder are unconditional. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; and/or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or damaged, you will be in **default** under this Contract, whereupon, U-Cool may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or this Contract (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries, property damage, degradation or spoliation (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the balance of the scheduled Term, loss of use, interest, attorneys' fees, recovery costs and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

16. This Contract shall be governed by and enforceable under the laws of Washington. Disputes arising under and/or in connection with this Contract and/or its subject matter, shall, at the sole option of U-Cool, be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association in or nearest to Tacoma, WA, before a single arbitrator selected by U-Cool. Judgment on the arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie exclusively in the federal, state and local courts located in or nearest to Pierce County, WA (unless waived by U-Cool). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **YOU HEREBY WAIVE YOUR RIGHTS TO: (A) PARTICIPATE IN ANY JOINT OR CLASS ACTION AGAINST U-COOL; AND (B) TRIAL BY JURY.**

17. **WARNING:** Wrongfully obtaining or exerting unauthorized control over the property or services of another with the intent to deprive the owner of such property or services may be deemed theft resulting in **Civil Penalties** and/or **Criminal Prosecution**. See RCW § 9A.56.020, et. seq. for details.

LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

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TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

For good and valuable consideration, you and U-Cool Refrigeration, LLC, a Washington limited liability company (also referred to herein as "U-Cool," "Lessor," "we," "us" and "our") agree as follows:

1. As used in this Contract, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented or sold (if applicable) to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per the terms of Section [or "\$"] 5 below); "Site" means the address where the Item(s) will be delivered and/or used, as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the "Customer," "Renter" or "Lessee" identified on P.1.

2. You agree to rent from U-Cool the Rented Item(s) for the period(s) specified on P.1 (the "Term"), at the end of which, your rights to use and possess the Rented Item(s) shall expire and terminate. You agree to pay us the applicable rental rate(s) set forth on P.1 (the "Rent"), and all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all associated injuries and damages, until all Rented Item(s) is/are returned to and accepted by U-Cool in the return condition required under this Contract. Unless otherwise specifically agreed by U-Cool all rental rates are for normal use of the Rented Item(s) on a daily basis, and otherwise in accordance with the terms hereof. Additional Rent at our maximum periodic rate(s) will be due for late returns. No allowance, credit, refund or Rent reduction will be made or due in order to account for Act(s) of God, events of force majeure, time in transit or other period(s) of nonuse, and you hereby waive all claims with respect thereto. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless we otherwise agree in writing, you: (i) will pay us: (A) the Estimated Rent, together with any deposit specified on P.1 in advance (together, the "Prepayment"); and (B) all other amounts coming due hereunder upon demand; and (ii) agree that: (A) we may deduct any amount you owe us from any Prepayment; (B) no interest will accrue on any Prepayment; (C) no Prepayment will be deemed a limit of your liability to us; and (D) all Prepayments are NON-REFUNDABLE. Anything remaining with, in, on and/or attached to any Rented Item(s) upon return will be deemed abandoned.

3. U-Cool owns and will retain title to Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term, subject however, to your duty to fully and timely comply with this Contract at all times. **You SHALL NOT:** (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); or (b) **loan, transfer, sublease, re-rent, surrender possession or control of, move, sell, encumber, assign or dispose of any Item(s) or this Contract, without our prior written consent (granted, conditioned or withheld in our sole discretion)**. We may sell and/or assign all or any part of our interests in such Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for our pre-existing obligations or liabilities.

4. If we agree to provide any service(s) (including delivery and/or retrieval), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for any delay(s) caused by you, your agents, or any other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend and hold harmless U-Cool. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition, quality, utility and quantities of the Item(s) and the Site).

5. Upon the earlier of your receipt, or our delivery to the Site, of the Rented Item(s) unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by U-Cool), carefully examined and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and understand all laws, rules, regulations, training, instructions (including connection / disconnection procedures), manuals, maintenance requirements, and other information, including all EPA, OSHA, MSHA, ASME, ASSP, DOT, IRP, FMCSA, IFTA, ANSI and other Standards (and their respective estate equivalents) applicable to the Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including all CDL, FDA, USDA and local food and drink vending and safety requirements); (iii) have been made aware of the

need to use all applicable safety devices; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from all affected parties, including governmental authorities; (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); (vii) will provide your own USDOT number and door signs; and (viii) will ensure that all others comply with this Contract at all times. You shall notify us immediately if any of the foregoing shall be breached or be or become incorrect.

6. In the event of a Malfunction as defined in § 5, you agree to immediately notify and return the Malfunctioning Item to, us, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use or deal with any Rented Item(s), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligation(s) regarding Malfunctions, all of which you waive (including without limitation, all direct, indirect, incidental and consequential damages).

7. You agree to protect, properly service, maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use (you must provide your own lock), and return it to U-Cool on time at the end of the Term, complete, clean, free of contamination (including without limitation, pathogens and organics such as food, drinks and byproducts), in good order, condition and repair, properly serviced and maintained, and full of the proper fuel, fluids and lubricants. You agree to pay U-Cool a service fee equal to three (3) times the local unit price (e.g., quart, gallon, liter) for any of the same U-Cool refills as a result of your failure to comply with the foregoing requirement. If you fail to do so, then in addition to the amounts set forth on P.1, you will pay us: (a) Rent for each succeeding full rental period until all Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. You will not, nor will you permit anyone else to: (i) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, **CANNABIS AND ALCOHOL, WHETHER OR NOT LEGAL**); (ii) abuse, misuse, overuse, conceal, store, surrender, repair, modify or damage any Rented Item; (iii) violate any Instruction, insurance policy or warranty; (iv) expose any Rented Item(s) to any potentially hazardous substances or circumstance(s); or (v) take possession of or exercise control over any Rented Item, without our prior consent (in our sole discretion).

8. **NO WARRANTIES:** U-COOL IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "**AS-IS**". U-COOL MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY AND ALL WARRANTY(IES) OF **MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE**, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ALL WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES U-COOL MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY U-COOL. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.

9. **WARNINGS:** THE PURPOSE OF THE RENTED ITEM(S) IS TO: (A) MAINTAIN THE COOL TEMPERATURE(S) (SET FORTH ON P.1) OF THE PROPERTY STORED AND/OR TRANSPORTED IN IT/THEM; AND (B) NOT TO REDUCE TEMPERATURE(S). THE RENTED ITEM(S) SHOULD NOT BE USED TO COOL WARM ITEM(S). THE RENTED ITEM(S) CAN BE DANGEROUS, AND SHOULD BE TRANSPORTED, SERVICED, MAINTAINED, REPAIRED AND USED WITH EXTREME CARE, ONLY FOR ITS/THEIR INTENDED PURPOSE(S) BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED, INSTRUCTED, AND IF APPLICABLE, LICENSED, ADULTS OVER 21 YEARS OF AGE. YOU AGREE TO FULLY AND TIMELY COMPLY, AND ENSURE ALL OTHERS COMPLY, WITH THE FOREGOING REQUIREMENTS, AND TO ENSURE THAT EACH RENTED ITEM IS SUPPLIED WITH ADEQUATE AND PROPER POWER (INCLUDING PHASE, WATTAGE, VOLTAGE AND AMPERAGE) AND (IF APPLICABLE) FUEL, AT ALL TIMES. You will not, nor will you permit anyone else to: (a) abuse, misuse, overuse, move, conceal, connect, disconnect, repair, alter, modify or damage any Rented Item; (b) violate any Instruction, insurance policy or warranty; (c) take possession of or exercise control over any Rented Item, without our prior consent (granted, conditioned, or withheld in our sole discretion); or (d) store or permit the storage in any Rented Item(s) of any item(s) prohibited by this Contract, including §§ 5 and 7 and/or any Instructions.

10. INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **YOU: (A) ASSUME ALL RISKS**, INCLUDING WITHOUT LIMITATION, RISK(S) OF PERSONAL AND BODILY INJURY, PRODUCTS LIABILITY, LOSS, THEFT, DAMAGE (INCLUDING WITHOUT LIMITATION, SPOILAGE AND/OR DETERIORATION OF FOOD, DRINKS AND/OR PERISHABLES) AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, POWERING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); **(B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, U-COOL**, its parents, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, partners, suppliers, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee" and collectively, the "Indemnites"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, contractors, sublessees, invitees, successors and/or assigns; and except only as provided in § 6, **(C) WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages against each and every Indemnitee.

11. You agree to maintain any and all policies of insurance that may be required by U-Cool and/or applicable law, including without limitation: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; (c) workers' compensation insurance; and (d) for any and all vehicles, containers and trailers included with or in the Rented Item(s): (i) hired auto liability insurance with minimum limits of \$1,000,000; (ii) hired auto physical damage insurance for actual cash value; and (iii) replacement cost contents insurance for all contents thereof (Note: Except as required by law, **we do not provide insurance**, including without limitation, liability protection, no-fault benefits, uninsured/ underinsured motorist ("UM/UIM") protection, and physical damage, comprehensive and/or collision, coverage. If we are legally obligated to provide any of the same, you: (i) hereby select such protection(s) with the minimum limits and the maximum deductible(s) permitted by law; (ii) agree to pay any and all such deductible(s); and (iii) waive and reject any PIP and/or UM/UIM coverage in excess of the legally required minimums). The above policies shall, whenever possible: (A) name U-Cool as an additional insured and loss payee; (B) waive subrogation against us; (C) be primary and non-contributory; and (D) include such other provisions (including deductibles) as we may require. You irrevocably appoint U-Cool as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies

12. If and *only if*, we have offered our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** and you have paid the LDW fee set forth on P.1 prior to commencement of the Term, then with respect *solely* to the Rented Item(s) covered by LDW ("Covered Items"), your liability for such Covered Item(s) will be partially waived if and to the extent they suffer physical damage during the Term; *provided however*, that **you will remain 100% liable for**: (a) all damage to or loss of Covered Items caused in whole or in part by: (i) your breach of this Contract; (ii) theft of or failure to return any Covered Item(s); (iii) negligence, misuse and/or abuse; (iv) vandalism and malicious mischief, (v) use of alcohol or drugs; and/or (vi) use of any Item(s) in violation of this Contract and/or any applicable Instruction(s), policy(ies) of insurance or warranty(ies); (b) all loss of and damage to batteries, data, glass, tires, tubes, belts, chains, knobs and/or hoses; (c) overhead damage; (d) a "deductible" of \$250 for each Covered Item which suffers damage; and (e) all replacement or repair costs for damage exceeding \$10,000 in the aggregate across all Covered Items. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

13. To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property affixed to, and/or improved with, any Rented Item(s). We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via the use of GPS and/or telematics) any Rented Item(s) at any time, and all information thereby obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. If any performance required of us is delayed, impaired or made more costly as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of *force majeure* (including fire, flood, storm, earthquake, tsunami, slide, subsidence, collapse, riot, war, violence, threat, theft, terrorism, cyber-attack, supplier delay, strike, shutdown, power surge or outage, epidemic, pandemic

and governmental and regulatory actions) or other events, facts or circumstances beyond our reasonable control, we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due and coming due to U-Cool hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize U-Cool Refrigeration, LLC to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide and agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent we actually receive from you hereunder. You agree to pay all sales, use, lease, gross receipts, and other taxes, tolls, fines, fees and other charges related to the Item(s) and/or this Contract. If any legal action is commenced in connection herewith, we will be entitled to recover our associated attorneys' fees, costs and expenses from you if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or our waiver of any rights or remedies.

14. This Contract, and any addenda we provide, each of which is incorporated herein, represent(s) the entire agreement between you and U-Cool, superseding all other agreements and representations (including our website and advertising). The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be amended or extended except in a writing signed by U-Cool. Time is of the essence. These Terms and Conditions apply to the Item(s) identified on P.1 and to all other Items you obtain from U-Cool at any time (unless we otherwise agree in writing). This Contract: (a) constitutes an operating lease, and not a financing; (b) is fair and reasonable; and (c) shall bind and be enforceable by and against you, U-Cool Refrigeration, LLC and the other Indemnitees (there being no other third-party beneficiaries hereto). Any item(s) sold to you ("Sale Items"), as provided on P.1 are provided "**AS-IS**" and "**WITH ALL FAULTS**," are subject to the terms of this Contract (modified to address sales); provided that we will have no obligations under § 6 with respect to Sale Items. All Item(s) not specifically identified as Sale Items on P.1 will be deemed Rented Item(s).

15. Your duties hereunder are unconditional. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; and/or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or damaged, you will be in default under this Contract, whereupon, U-Cool may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or this Contract (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries, property damage, degradation or spoliation (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the balance of the scheduled Term, loss of use, interest, attorneys' fees, recovery costs and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

16. This Contract shall be governed by and enforceable under the laws of Washington. Disputes arising under and/or in connection with this Contract and/or its subject matter, shall, at the sole option of U-Cool, be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association in or nearest to Tacoma, WA, before a single arbitrator selected by U-Cool. Judgment on the arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie exclusively in the federal, state and local courts located in or nearest to Pierce County, WA (unless waived by U-Cool). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **YOU HEREBY WAIVE YOUR RIGHTS TO: (A) PARTICIPATE IN ANY JOINT OR CLASS ACTION AGAINST U-COOL; AND (B) TRIAL BY JURY.**

17. **WARNING:** Wrongfully obtaining or exerting unauthorized control over the property or services of another with the intent to deprive the owner of such property or services may be deemed theft resulting in Civil Penalties and/or Criminal Prosecution. See RCW § 9A.56.020, *et. seq.* for details.