

EQUIPMENT RENTAL CONTRACT

THIS EQUIPMENT RENTAL CONTRACT ("Rental Contract"), made to be effective as the same date of execution of the Rental Contract Invoice, attached hereto and by this reference made a part hereof ("Rental Contract Invoice"), by and between Vandco Equipment (hereinafter referred to as "Owner") and the Rented To party (hereinafter referred to as "Customer").

RECITALS.

- A. Customer desires to lease and rent from Owner certain equipment for use in its business and Owner desires to lease such equipment to Customer; and
- B. The parties are desirous of evidencing their agreement in respect to such equipment, which is to be made on all of the terms and conditions set forth in this Rental Contract.

TERMS.

NOW, THEREFORE, for and in consideration of the recitals and the mutual covenants and agreements hereinafter provided, the sufficiency of which is hereby agreed, it is hereby agreed as follows:

1. LEASE OF EQUIPMENT. Subject to the terms and conditions hereof, Owner hereby leases to Customer, and Customer hereby rents from Owner, the equipment listed on the Rental Contract Invoice (hereinafter referred to as the "Equipment").
2. TERM. This Rental Contract shall commence upon the Out Date and shall terminate on the Due Date as shown on the Rental Contract Invoice.
3. RENT. In consideration for leasing the Equipment, Customer agrees to pay to Owner as rent for the Equipment a daily fee as shown on the Rental Contract Invoice. The rental payment shall be due and payable to Owner on the earlier to occur between the date of termination of the rental period or the due date shown on the Rental Contract Invoice. All rental payments shall be paid to Owner at the address set forth hereinbelow in this Rental Contract or as otherwise directed by Owner. Owner shall be entitled to reimbursement of all costs and expenses, including attorneys' fees and court costs, incurred in collecting payment from Customer.
4. INSPECTION OF EQUIPMENT. Customer acknowledges that Customer will inspect the Equipment prior to taking possession thereof, and Customer will only accept delivery of the Equipment if Customer determines that the Equipment is in good working order and repair, and is suitable for Customer's needs. Customer further acknowledges that Customer will inspect the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road, prior to taking possession thereof, and Customer will take delivery of such Equipment only if such propulsion tank contained no dyed fuel. Customer acknowledges that Customer is familiar with the proper operation and use of each item of Equipment. Customer acknowledges that, prior to taking possession of the Equipment, Customer will obtain and read all safety bulletins, operator manuals, and tabulated data for each item of Equipment. Customer agrees to inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to any towing vehicle. Customer acknowledges Owner is not responsible for any damage to any towing vehicle caused by detachable hitches or mirrors.
5. MALFUNCTIONING EQUIPMENT. Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify Customer. If such condition is the result of normal operation, Owner will repair or replace the Equipment with reasonably-similar Equipment in working order, if such replacement Equipment is available. Customer has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the equipment to the store Location within 24 hours from the time of defect in order to terminate rental charges.
6. RETURN OF EQUIPMENT/DAMAGED & LOST EQUIPMENT. At the due of the Rental Period, Customer will return the Equipment to the Owner's facility during Owner's regular business hours. The Equipment is to be in the same condition as when delivered to Customer, subject to reasonable wear and tear, as defined below. In the event that Owner has agreed to pick up the Equipment from Customer, Customer shall notify Owner in writing that the Equipment is "off rent" and shall obtain an "off rent" confirmation number from Owner. Owner shall endeavor to pick up the Equipment within a commercially reasonable period of time after the Equipment is called "off rent." Customer shall be liable for all damages to or loss of the Equipment from the time the Equipment leaves the Owner's facility until the Equipment is (i) returned to the Owner's facility, including any damage during transit

to or from Customer; (ii) or picked up by Owner after issuance of an "off rent" confirmation number. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Owner for any reason whatsoever, Customer will pay Owner the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Owner the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Owner shall be under no obligation to commence repair work until customer has paid to Owner the estimated cost therefor. Customer agrees that Owner reserves the right to charge the credit card and/or Customer's account for any amount owed by Customer pursuant to this section due to damaged or lost Equipment.

7. LATE RETURN. Customer agrees that if the Equipment is not returned by the end of the rental period, Owner, in its sole discretion, may require Customer to do any of the following: (i) continue to pay the rental rate(s) applicable to the Equipment as specified in the Rental Contract Invoice; (ii) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (iii) or pay any increased rental rate(s) in effect at the time of, or after, the due of the Rental Period. Customer agrees that Owner reserves the right to charge the credit card and/or Customer's account for any amount owed by Customer pursuant to this section due to late return of Equipment.

8. RENTAL PERIOD/CALCULATION OF CHARGES. Rental charges commence when the Equipment leaves the Owner's facility and end when the Equipment is returned to the Owner's facility during Owner's regular business hours. Rental charges do not include the cost of the refueling service charge, any applicable taxes, the cost of the delivery and pickup service charge, transportation surcharges, the cost of the environmental service charge or other miscellaneous charges. If Customer chooses to have Owner deliver and pick up the Equipment, Customer agrees to pay a delivery and pickup service charge. In the event that Customer has elected to pay for the delivery and pickup service charge, Customer shall notify Owner in writing that the equipment is "off rent" and obtain an "off rent" confirmation number from Owner, at which time rental charges shall no longer be assessed, unless otherwise provided herein. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one shift" usage based on an 8 hour day, 40 hours per week and 160 hours per 4 week period. On power equipment, operations in excess of one shift will be as follows: 1.5 times the rental charges for double shift and 2 times the rental charges for triple shift. Customer will truthfully and accurately certify to Owner the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the due of the Rental Period and retention of possession after this time is a material breach of this Rental Contract. TIME IS OF THE ESSENCE.

9. REFUELING SERVICE CHARGE. Customer acknowledges that a "refueling service charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the refueling service charge may vary depending on the rate being charged by the Store Location on the date Customer returns the Equipment. Customer acknowledges that the refueling service charge is not a retail sale of fuel. Customer may avoid the refueling service charge if Customer returns the Equipment with a full tank of fuel.

10. DISCLAIMER OF WARRANTIES. CUSTOMER ACKNOWLEDGES THAT THE EQUIPMENT IS BEING LEASED "AS IS", "WITH ALL FAULTS". THE CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT HAS BEEN INSPECTED BY AND IS ACCEPTABLE TO THE CUSTOMER, AND THAT THE EQUIPMENT, AND EACH PART THEREOF, IS MERCHANTABLE AND FIT FOR ITS ORDINARY PURPOSE AS WELL AS SUITABLE AND FIT FOR ITS PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO SIZE, DESIGN, CAPACITY, KIND, QUALITY, TYPE, CAPACITY AND MANUFACTURE.

OWNER, NOT BEING THE MANUFACTURER OF ANY OF THE EQUIPMENT, OR THE AGENT OF THE MANUFACTURER OF ANY OF THE EQUIPMENT, **MAKES NO WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE,** THE DESIGN OR CONDITION OF THE EQUIPMENT, THE QUALITY OR CAPACITY OF THE EQUIPMENT, PATENT INFRINGEMENT, OR LATENT DEFECTS OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF CUSTOMER OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER AND OWNER SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO CUSTOMER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE MAINTENANCE THEREOF. Customer accordingly agrees not to assert any claim whatsoever against Owner based upon warranty. Customer further agrees, regardless of cause, not to assert any claim whatsoever against Owner for any direct, indirect, consequential, incidental or special damages or loss of any classification, including, without limitation, any lost profits. Customer shall look solely to the manufacturer, seller, and/or supplier for any and all claims related to the Equipment

Owner hereby acknowledges that the warranties of the manufacturer of the Equipment, if any, are for the benefit of both Owner and Customer, but that Customer shall be subrogated to Owner's claims, if any, against the manufacturer or supplier of the Equipment for breach of any warranty or representation, if any, and, upon written request from Customer, Owner shall take all reasonable action requested by Customer to enforce any such warranty issued on or applicable to any of the Equipment which is or may be enforceable by Owner in its own name, provided, however, that (a) Customer is not in default under this Rental Contract, or any other agreement between the Customer and Owner, and (b) Owner shall not be obligated to resort to litigation, mediation, arbitration or any other form of alternative dispute resolution to enforce any such warranty unless Customer shall pay all expenses, reasonable attorneys' and paralegal fees and costs in connection therewith. All proceeds of any such warranty recovery from the manufacturer or supplier of the Equipment shall first be used to reimburse Owner for any fees, costs and expenses incurred as aforesaid, if any, and then, to repair the affected Equipment.

11. NATURE OF EQUIPMENT. The Equipment shall remain personal property, notwithstanding the manner in which it may be affixed to any real property. Customer will take all action required to keep the Equipment free and clear of all levies, liens, and encumbrances which result from any act or omission of the Customer.

12. OWNERSHIP OF EQUIPMENT. The Equipment is and shall at all times remain the sole property of Owner, and Customer shall have no right, title or interest therein except as expressly set forth in this Rental Contract.

13. LOCATION OF EQUIPMENT. Customer shall safely and securely store the Equipment at Job Location as shown on the Rental Contract Invoice. Customer shall not remove the Equipment from the Job Location without the prior written consent of Owner.

14. OWNER'S RIGHT OF INSPECTION. Owner, or its authorized agents, shall have the right during normal business hours and upon advance reasonable notice to Customer to enter upon the Job Location for the purpose of inspecting the Equipment.

15. USE OF EQUIPMENT. Customer must use the Equipment in a careful and proper manner in conformity with (i) all statutes and regulations of each governmental authority having jurisdiction over the Customer and/or the Equipment and its use, (ii) all policies of insurance relating to the Equipment and/or its use and, (iii) all manufacturer's guidelines, suggested operating procedures and maintenance schedules. In addition, Customer shall not (i) use the Equipment in any manner that would impair the applicability of manufacturer's warranties or render the Equipment unfit for its originally intended use; nor (ii) permit anyone other than authorized and competent personnel to operate or use the Equipment. Customer shall be responsible for providing all materials used in connection with the Equipment at its sole expense. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL FINES, PENALTIES AND COSTS INCURRED BY OWNER DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES.** Customer agrees to: (i) check filters, oil, fluid levels and tire air pressure; (ii) clean and visually inspect the Equipment daily; (iii) and immediately notify Owner when Equipment needs repair or maintenance and cease using the Equipment. Customer acknowledges that Owner has no responsibility to inspect the Equipment while it is in Customer's possession. Owner shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason.

16. ALTERATIONS. Without the prior written consent of Owner, Customer shall not make any alterations, modifications, improvements, or attachments to the Equipment. All alterations, modifications, improvements, and attachments of whatsoever kind or nature made to the Equipment shall immediately become a part of the Equipment of Owner and shall be subject to the terms of this Rental Contract.

17. MAINTENANCE AND REPAIRS. Customer, at its own cost and expense, shall keep the Equipment in good repair, condition and working order. Customer, at its own cost and expense, shall maintain, operate, and repair the Equipment in a manner consistent with Customer's general practice and in accordance with good practice, manufacturer's warranty requirements and specifications, and Customer's established operation, maintenance, and repair programs so as to keep the Equipment in good working order, and so as to comply with all applicable laws or applicable governmental actions. Owner shall not be required to maintain, repair, or replace the Equipment or any part thereto and Customer hereby waives the right, however arising, to (i) require Owner to maintain, repair, or replace the Equipment or any part thereto, or (ii) make repairs at the expense of the Owner pursuant to any applicable law at any time in effect. During any inspection, Owner has the right to review Customer's established operation, maintenance and repair procedures to assure compliance with this paragraph 17. Customer shall ensure that the Equipment is not subjected to careless or needlessly rough usage.

18. RISK OF LOSS, DAMAGE, AND THEFT. Customer hereby assumes all risk of loss of and damage to the Equipment from any cause. No loss or damage to the Equipment will impair any obligation of Customer under this Rental Contract,

which will continue in full force and effect. In the event of loss of or damage to any of the Equipment, Customer, at the option of Owner, shall (i) place the same in good repair; or (ii) replace the same with like equipment, which equipment shall thereupon become subject to this Rental Contract.

19. **INDEMNIFICATION.** Customer hereby agrees to indemnify, protect, and hold harmless, Owner, its agents, servants, employees, officers, directors, stockholders, successors and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims (including claims for negligence or comparative fault) demands, penalties, actions, costs and expenses, including reasonable attorney's fees, paralegal fees, court costs and related expenses of whatsoever kind and nature, arising out, connected with, or resulting from (i) the use of the Equipment, including without limitation, the manufacture, operation, ownership, selection, delivery, leasing, removal or return of the Equipment, regardless of where, how, and by whom operated, or (ii) any failure on the part of Customer to perform or comply with any covenant or condition of this Rental Contract. This provision shall continue in full force and effect notwithstanding the due or other termination of this Rental Contract.

20. **CUSTOMER'S ASSIGNMENT.** Without the prior written consent of the Owner, Customer shall not bail, sublease, hypothecate, transfer, or dispose of the Equipment or any interest in this Rental Contract nor impair the Owner's title to the Equipment. Customer shall not assign this Rental Contract, nor shall this Rental Contract or any rights under this Rental Contract or in the Equipment inure to the benefit of any trustee in bankruptcy, receiver, creditor, or other successor of Customer whether by operation of law or otherwise, without prior written consent of the Owner.

21. **OWNER'S ASSIGNMENT.** All rights of Owner hereunder and in the Equipment may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to Customer.

22. **INSURANCE.** Customer at its own expense shall keep the Equipment insured for such risks and in such amounts as Owner shall require with carriers acceptable to Owner. Customer acknowledges and agrees that it may not cancel or alter any such policies without written notice to Owner. Upon request by Owner, Customer shall deliver to Owner evidence satisfactory of all such insurance.

23. **RETURN OF EQUIPMENT.** Upon the due or earlier termination of this Rental Contract, Customer shall return the Equipment to Owner at a location designated by Owner. The Equipment and all parts thereto shall be free and clear of all liens (other than Owner liens), and shall be free of all residual materials, cleaned, complete with no missing components or attachments, and fully operational and able to perform its required tasks effectively, without repair or overhaul, within the original tolerances and specifications set by the manufacturer. If the Equipment is returned in a condition other than that stated, Customer shall promptly advance payment for all necessary repairs.

24. **PERFORMANCE OF OBLIGATIONS OF CUSTOMER BY OWNER.** If Customer fails to promptly perform any of its obligations under this Rental Contract, Owner may perform the same for the account of Customer without waiving Customer's failure as a default. All sums paid or expenses or liability incurred by Owner in such performance (including reasonable attorneys' fees) together with interest thereon at the highest contract rate enforceable against Customer, but never at a higher rate than 21% per annum simple, shall be payable by the Customer upon demand as additional rent. In the event the Owner elects to pay or perform any of the obligations of the Customer, such payment or performance shall not constitute a waiver of the rights and remedies hereunder and shall not be construed in any way as limiting the Owner's rights and remedies in any manner nor shall such action create any new obligations for the Owner.

25. **EVENTS OF DEFAULT.** Any of the following events or conditions shall constitute an Event of Default hereunder and entitle the Owner, at its option, to avail itself of the remedies more fully set forth in paragraph 26 hereof:

- (a) Failure of the Customer to make any payment of rent or any other amount under this Rental Contract when due.
- (b) Nonperformance by Customer of any term, covenant, or condition of this Rental Contract.
- (c) Any affirmative act of insolvency by Customer, or the filing by Customer of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to, debtors.
- (d) An involuntary case or other proceeding should be commenced against Customer seeking liquidation, reorganization, or other relief with respect to Customer or Customer's debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of Customer or any substantial part of Customer's property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of thirty (30) days.

(e) The subjection of any of the Equipment to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

26. **REMEDIES.** Upon the happening of any Event of Default hereunder, Owner shall have the rights and duties provided by applicable law and by this Rental Contract. Notwithstanding that this agreement is a lease and title to the Equipment is at all times in the Owner, Owner may nevertheless at its option choose those rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Indiana or any other jurisdiction in which enforcement of this Rental Contract is sought. In addition, the rights of the Owner shall be as set forth herein in this paragraph and Owner at its option, may:

(a) Upon Owner's demand, the Equipment shall be promptly delivered to Owner, at that place designated by Owner. If Customer does not so deliver the Equipment, Customer shall make the Equipment available for retaking and authorizes Owner, its employees, and agents to enter the Job Location of the Customer and any other location (insofar as Customer can permit) for the purpose of retaking. In the event of retaking, Customer expressly waives all rights to possession and all claims for injuries suffered through or loss caused by breaking. Any repossession accomplished under this paragraph 26 shall not release Customer from liability for damages of Owner sustained by reason of Customer's default hereunder.

(b) Owner may sell or release the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Owner may determine, free and clear of any rights of Customer and, if notice thereof is required by law, any notice in writing of such sale or lease by Owner to Customer not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Customer. All proceeds of the sale or releasing, or both, [less (i) all expenses incurred in retaking the Equipment, making necessary repairs to the Equipment and enforcing this Rental Contract, (ii) all damages that Owner shall have sustained by reason of Customer's default, and (iii) reasonable attorney's fees] shall be credited against Customer's liability hereunder as and when received by Owner. Sums in excess of Customer's liability shall belong to Owner. The Customer shall be liable for any deficiency.

The waiver by Owner of any breach of any obligation of Customer shall not be deemed a waiver of any future breach of the same or any other obligation. No remedy of Owner hereunder shall be exclusive of any remedy herein provided or by law, but each shall be cumulative and in addition to every other remedy. The bringing of an action with an entry of judgment against Customer shall not bar the Owner's right to repossess any or all items of Equipment. Owner's remedies shall be available to Owner's successors and assigns, shall be in addition to all other remedies provided by law, and may be exercised concurrently or consecutively. CUSTOMER WAIVES ANY AND ALL RIGHTS TO NOTICE AND TO JUDICIAL HEARING WITH RESPECT TO THE REPOSSESSION OF THE EQUIPMENT BY OWNER IN THE EVENT OF A DEFAULT HEREUNDER BY CUSTOMER. CUSTOMER HEREBY WAIVES ANY RIGHT TO DEMAND A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING INSTITUTED BY THE OWNER OR THE CUSTOMER IN CONNECTION WITH THIS RENTAL CONTRACT.

27. **PERSONAL PROPERTY TAXES.** Owner shall file all applicable state personal property tax returns relating to the Equipment and shall timely pay all of such property taxes.

28. **FURTHER ASSURANCES.** Customer will, at its expense, promptly and duly execute and deliver to Owner such further documents and assurances and take such further action as Owner may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Rental Contract so as to establish and protect the rights, interests and remedies intended to be created in favor of Owner hereunder, including, without limitation, the execution and filing of financing statements and continuation statements with respect to the Equipment and this Rental Contract.

29. **AMENDMENTS AND WAIVERS.** No term or provision of this Rental Contract may be changed, waived, amended, or terminated except by a written agreement signed by both Owner and Customer. No waiver by any party of, or consent by such party to, a variation from, or breach of, or default under, any provision of this Rental Contract shall be effective unless made in a written instrument duly executed on behalf of such party by duly authorized officer or such individual (as the case may be), and any such waiver or consent shall be limited solely to those rights or conditions expressly so waived or consented to. No failure or delay on the part of any party in exercising any power, right or privilege, under this Rental Contract shall operate as a waiver thereof, nor shall any single or partial exercise of such right or power preclude any other or further exercise thereof, or the exercise of any other right or power under this Rental Contract.

30. **NOTICES.** Any notice required to be given by either party to the other under the provisions of this Rental Contract or under applicable laws shall be sufficient if given either in person or by certified or registered mail, return receipt requested, addressed to the addresses shown on the Rental Contract Invoice.

31. ATTORNEYS' FEES. Customer shall pay Owner's attorneys' fees and other expenses incurred in collecting amounts owed or otherwise enforcing Owner's rights under this Rental Contract. In the event either party shall bring any action, proceeding, or suit to enforce any of its rights hereunder, the unsuccessful party in the action shall pay the successful party, in addition to all other sums that either party may be called upon to pay, a reasonable sum for the successful party's attorneys' fees.

32. NO ASSIGNMENT, LENDING OR SUBLETTING. Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of Owner, and any such action by Customer, without Owner's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Contract unless Owner approves otherwise in writing. Owner may at any time, without notice to Customer, transfer or assign this Rental Contract or any Equipment or any moneys or other benefits due or to become due hereunder.

33. ORDER OF PRECEDENCE. The terms and conditions of this Rental Contract shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by Owner.

34. CLASS ACTION WAIVER. Customer agrees that any claims or proceedings brought by Customer relating to this Rental Contract will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue Owner as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Owner. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

35. GENERAL PROVISIONS. This Rental Contract constitutes the entire agreement between Owner and Customer with respect to the Equipment and the subject matter of this Rental Contract. This Rental Contract shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it. The terms of this Rental Contract shall be fully binding on the heirs, administrators, representatives, successors and assigns of each party, and the obligations herein shall survive execution of this Rental Contract. The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Rental Contract shall not affect the enforceability of the remaining portions of this Rental Contract or any part hereof, all of which are inserted conditionally on their being valid in law. This Rental Contract shall be governed by and construed under the laws of the State of Indiana. The parties consent to the exclusive jurisdiction and venue of any state court located within Vanderburgh County, Indiana.

36. WAIVER OF JURY. in the event of any litigation regarding this agreement or any document or instrument executed pursuant hereto, the parties hereby irrevocably waive their right to trial by jury of any issue so triable.

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