

Mobile Concepts, Inc. dba/ U.S. Mobile Kitchens & U.S. Portable Kitchens

Terms & Conditions for Rental Agreement # _____

This Agreement ("Agreement") is between the person/entity listed on the contract number listed above as the customer ("Customer") and Mobile Concepts Inc. T/A U.S. Mobile Kitchens ("Lessor").

1. Nature of this Agreement: This Agreement evidences a rental transaction (and the purchase of related goods and services), which allows Customer to use all of the goods identified on the Contract ("Equipment") as permitted by this Agreement. Customer acknowledges that the Equipment is owned by Lessor and that no one other than Lessor may transfer or assign the Equipment or any rights or obligations under this Agreement. Any attempted transfer by other than Lessor is void. Neither Customer nor any Authorized Operators are agents of Lessor. No one may service, repair or alter the Equipment without Lessors written permission. Customer will not suffer any encumbrances to attach to the Equipment and will defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof. Who May Operate the Equipment: Only the following ("Authorized Operators") may operate the Equipment: Customer, Customer's employer or employees, or employees of any food service company employed for the purpose of preparing food in the equipment (in the course of such persons regular employment). Customer and all Authorized Operators must: (i) be at least 18 years old, (ii) be properly qualified to operate the Equipment, (iii) have a valid operator's license with respect to the Equipment where required by law; and (iv) be instructed in the safe operation of the Equipment.

2. Rental Charges: Customer will pay Lessor all rental, time, mileage, service, transportation, refuelling service, and other charges in accordance with this Agreement, all direct and indirect sales, use, value-added, environmental taxes, levies or surcharges ("tax") imposed with respect to the Equipment and this Agreement, and all expenses, including related legal expenses. Any taxes and associated penalties, fees or fines determined to be due at a later date regardless if billed at the time of rental are the responsibility of the Customer. Rental charges start on date of delivery unless otherwise noted. All monthly rates are based on a 4 week (28 day) month. Equipment with engines: Unless otherwise noted the basic daily, weekly and the 4- week rental will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day, 40 hours per week, and 160 hours per 4 weeks) on equipment with engines, use in excess of one shift will be payable at the hourly rate of 3/16th of the daily charge, plus applicable taxes. Rental charges stop upon the receipt of the equipment back to the lessor in good condition. Lessor will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. Lessor's Branch where the equipment is located. Customer is responsible for shipping charges from the Branch to the Customer's work site and return and all loading, unloading, assembling and dismantling. All rates for rentals in excess of the contracted period are subject to change on 30 days notice in writing to the Customer with respect to any portion of the rental period then remaining. Customer and any person to whom, with the consent of Lessor, Customer expressly directs the charges incurred under this Agreement to be billed, are jointly and severally responsible for payment of all such charges. Customer represents having the authority to direct such charges to be billed to that person. Lessor's "Branch" is the location where the Customer picks up and returns the Equipment, unless otherwise agreed.

3. Security Deposits: Security deposits will be refunded in whole without interest within 30 days of the return of the equipment clean and in good operating condition without any external or internal damage other than normal wear & tear.

4. Delivery: Customer understands that deliveries could be delayed due to circumstances out of Lessors control such as but not limited to trucking breakdowns, accidents, weather, traffic delays, etc. If a delay occurs Lessors only responsibility will be to extend the start time of the rental to the new date of delivery.

5. Return & Cleaning: Customer agrees to return all trailers and all equipment clean including but not limited to: all grease removed from fryers, all grease cleaned from exhaust hood & grease filters, all equipment cleaned inside & out, floors & walls scrubbed, all food removed, all waste tanks emptied. In addition, customer is responsible for securing equipment the same as when received prior to releasing trailers and/or equipment to the pickup driver. ***During cold weather periods (October – April.) customer must also winterize all water lines & filters prior to equipment return or releasing trailers and/or equipment to the pickup driver.***

6. Inspections, Permits & Fees: Unless otherwise stated the customer will be responsible for obtaining and the cost of all inspections, permits, fee's and any other local or state requirements, including but not limited to the cost of any architectural and/or engineered drawings, and/or any modifications required by said inspections and/or permit requirements in order to get the rented items approved for use. Under no circumstances will credit be given for loss of time waiting for approval of any of the above-mentioned items to be granted. Dishwashing inspections: Dishwashers are either chemical or heat based sanitizing units. If heat based, units will provide minimum 180 degrees of hot water at final rinse (but are not guaranteed to turn thermo-labels color completely when attached to items made of plastic, fiberglass or other non-metallic materials). Customer agrees to pay for time and expense for any trips made to the site by the Lessor other than what may be covered elsewhere in the Rental Agreement, except for bona-fide warranty or service calls authorized under this Agreement. In the event of any failed inspections Lessor will have 14 days to cure any issues that Lessor agrees they are responsible for.

7. Cancellation Fee: Customer agrees to rent equipment for the minimum rental term listed on the front of the Rental Agreement. Should customer cancel the rental before the end of the minimum rental term a cancellation fee of eighty percent of the rental charges for the remaining minimum rental term, plus any ancillary charges (ie: freight, fuel, supplies, cleaning, repairs, etc.) will be due and paid in full at the time notice is given to stop the rental, regardless of reason. Should customer fail to pay cancellation fee in the time and manor agreed then the full rental for the remaining minimum period, plus any ancillary charges will be due.

8. Customer's Responsibilities: Customer agrees to follow Lessor's start up, maintenance & return procedures sheet including but not limited to: keeping equipment in good and clean condition while in their possession and must return the Equipment to Lessor in the same good and clean condition it was in when Customer received it, ordinary wear excepted. The Equipment must be returned to Lessor at the Branch by the due date specified on the Contract unless otherwise agreed to in writing by both parties. Customer acknowledges that it must confirm return receipt of the Equipment by Lessor. Until such time as Lessor receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be kept only at Customer's place of business or the job site at which the Equipment is used. The Equipment will be used at all times only in accordance with the manufacturer's instructions and within its rated capacity. Customer will perform or cause to be performed and pay for any changes required by local inspectors or other state or local jurisdictions, all normal periodic and other basic maintenance service, adjustments and lubrication of the Equipment. If the equipment is used in any manner that would violate this agreement, or is obtained from lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all such use of the equipment is without the permission of lessor.

9. Repairs: If the equipment fails to operate properly or needs repair, customer will immediately cease using it and will immediately notify lessor. Under no circumstance will the Lessor be responsible for any losses in sales or other costs resulting from any occurrences such as but not limited to: mechanical breakdowns, late arrivals, or failures of the equipment in any way. The Lessor must approve in advance & in writing any charges or repairs authorized by the customer. Should the customer not receive prior approval then the customer may be responsible for any costs incurred as a result of that action at the Lessor's discretion. Customer will be responsible for any overtime or other additional charges for repairs that must be completed Saturdays, Sundays, Holidays, or that is required other than between the hours of 8am and 4pm Monday – Friday. Additionally, if Customer is located in an area that does not have local repair services (within 25 miles of the location of the equipment) then Customer may be responsible for extra labor and mileage costs due to the extended distance at the Lessor's discretion. Lessor will work expeditiously to cure any repairs that Lessor agrees they are responsible for.

10. Soft Water: Customer is responsible for supplying soft (not hard) water to any dishwashing units, steamers, or other equipment provided by the Lessor that uses water internally within the components of the equipment. If soft water is not available then Customer agrees to install a water softening system capable of providing the amount out soft water required to adequately operate the equipment.

11. Insurance: Customer agrees, at Customer's sole cost and expense, to secure and maintain in force during the entire term of this Agreement insurance satisfactory to Lessor, for the benefit of Lessor as lessor of the Equipment as follows: **(a) Public Liability and Property Damage Liability Insurance (Third Party).** Customer will, at its own expense and at all times during the term of this Agreement, maintain in force Public Liability and Property Damage Liability Insurance with a limit for bodily injury, including death, of \$1,000,000 for each person in each accident, and with a limit of liability of \$3,000,000 for all persons in each accident, and with a limit of liability for property damage of \$250,000 for each accident, on a primary and not excess or contributory basis, for Customer's liability for damages sustained by any person as a result of the maintenance, use, operation, possession, storage, erection, dismantling, servicing or transportation of the Equipment. Customer, its agents and employees will cooperate fully with Lessor and Customer's Insurer in any claim or suit arising there from and will do nothing to impair or invalidate the applicable insurance coverage. The acceptance by Lessor of Customer's Certificate of Insurance will not be deemed a waiver or modification of Customer's insurance, indemnity or any other obligation under this Agreement. Such Customer insurance obligation will not in any way limit the ultimate liability of Customer hereunder. **(b) Property Insurance (Equipment).** The Customer will, at its own expense and at all times during the term of this Agreement, maintain in force Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's policy must expressly cover non-owned equipment while in Customer's care, custody and control. Customer will furnish Lessor a Certificate of Insurance evidencing the foregoing insurance requirement and endorsed to provide that such insurance may not be cancelled or materially modified except on thirty days prior written notice to Lessor. The amount, terms and conditions of the insurance required must be acceptable to Lessor. Customer agrees to abide by all of the terms and conditions of all such insurance.

12. Risk of Loss: All loss of or damage to the Equipment while on rental or in Customer's care, custody or control, whether exclusive or not, and whether or not due to the fault of the Customer will be the sole responsibility of Customer and will be paid to Lessor promptly upon Customer's receipt of an invoice. Such responsibility is limited to the full current replacement cost of the Equipment at the time it is lost or damaged, plus rental charges for the equipment until the replacement equipment is received by the lessor, plus an administrative fee and related expenses of Lessor. The cost of labor for such repairs will be the prevailing hourly rate for labor of lessor, which includes loss of use, or the repairer's hourly rate for labor charged to lessor for such repairs as the case may be. Parts will be charged at the cost of lessor plus shipping & handling.

13. Events of Default: Customer shall be in default of this Agreement if Customer: (a) fails to pay any amount when due, or (b) breaches any other terms of this Agreement, or (c) becomes insolvent or ceases to do business as a going concern, or (d) has a petition in bankruptcy filed by or against it, or (e) is in default pursuant to the provisions of any other agreement by and between Customer and Lessor. Customer will be deemed to be in default if the Equipment is used: (a) in violation of any law or ordinance, (b) in a reckless, negligent or abusive manner, or is intentionally damaged by Customer or with Customer's permission, (c) is in violation of applicable laws, rules or regulations, or (d) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

14. Lessor's Remedies: In case of default by Customer, or if Lessor deems Customer insecure, Lessor may peaceably enter the property where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice or liability to Customer. Customer hereby waives any right to any hearing or to receive any notice of legal process as a pre-condition for Lessor recovering the Equipment. Customer agrees to admit such entry and action by Lessor. In such case, Lessor may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Lessor might otherwise have.

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Customer will pay to Lessor a sum equal to the balance of the rent and other payments called for hereunder for the remainder of the rental term as liquidated damages. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, notwithstanding such termination. Lessor shall have the right to take such steps which Lessor reasonably deems necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Contract or sooner as permitted by the terms of this Agreement. Lessor's remedies are not exclusive.

15. Fire Suppression Systems: Customer is responsible for the inspection & maintenance of the fire suppression system(s) at all times. Customer is also responsible for the cleaning, repair of, recharging of and any other charges that result from the fire suppression system being discharged regardless of reason.

16. Assumption of Risk and Indemnity: Customer will be liable for all of lessor's losses, damages and expenses including legal fees resulting from customer's (including customer's agents and operators) acts and omissions arising from the control, use or operation of the equipment. Customer and any Authorized Operators hereby assume all risk of loss or damage and waive all claims against Lessor by reason of any property left, stored, loaded or transported by Customer or any other person in or upon the Equipment, and further agree to indemnify and hold harmless Lessor, Mobile Concepts Inc., its affiliated companies, and their respective officers, directors, agents and employees (collectively, "Indemnitees"), from and against all loss, liability, claim, action or expense, arising out of such loss or damage

17. Customer's Compliance with Laws, Regulations & Codes: Customer will, at its expense, comply with all laws and regulations affecting the Equipment and its uses, operation, setup, removal, design and transportation and will defend, indemnify and hold Indemnitees harmless from all loss, liability or expense resulting from actual or alleged violations of any such laws, regulations or requirements.

18. Notice of Loss or Accident: In the event of an accident, loss of, theft of or damage to the Equipment, Customer agrees to notify Lessor immediately by telephone, and thereafter to immediately report in writing to Lessor and the public authorities (where required by law or by Lessor) all information deemed relevant thereto by Lessor. Customer will cause its agents and employees to give Lessor and the public authorities all relevant information and assistance in any matter resulting from said accident, loss, theft or damage.

19. Force Majeure. Any failure of performance by Lessor due to causes beyond the reasonable control of Lessor, such as but not limited to weather, trucking delays, terrorism, war, epidemics, pandemics, etc. will not be deemed to be a default by Lessor.

20. Late Fees and Interest on Overdue Amounts. All payments due under this Agreement may bear interest after the due date and until paid in full at the rate of 18% per year, both before and after default, with interest on overdue interest at the same rate as allowed by law. The acceptance of any payment will not be interpreted as a waiver or compromise by the Lessor of its right to require payment in full of the amount due, plus interest and costs. Should collection matters be turned over to an outside collector or attorney Customer will additionally be responsible for all fee's associated with said collector or attorney in addition to amounts owed to Lessor.

21. Refuelling Service Charge: Customer agrees to return the Equipment with full fuel tanks (gasoline, diesel, propane, etc.). If Customer fails to do so, Customer will pay to Lessor a sum equal to the then applicable refuelling service charge of Lessor to refill the tank(s) at the time of return.

22. Privacy: By signing this Agreement, Customer acknowledges that Lessor and/or Mobile Concepts Inc. may collect personal information that is reasonable and necessary to complete the transaction referenced herein and that such information is provided voluntarily. Customer information shall be used only for credit determinations, equipment security and collections purposes. Lessor will not sell or distribute Customer information.

23. Legal Expenses: In the event that the lessor must make a claim in court (including arbitration) in order to enforce any term or condition of this Agreement, the lessor shall be entitled to an award of its damages, costs and expenses, including legal fees, accountants and expert witness fees, disbursements, and costs of investigation incurred by the lessor.

24. Governing Law and Forum: This Agreement and all disputes arising from it will be governed by and interpreted in accordance with the internal laws and will be subject to the exclusive jurisdiction of the courts of the State of Maryland, USA. Should any term or provision hereof be held wholly or partly invalid or unenforceable under applicable law, the remainder of this Agreement will not be affected thereby.

25. Merger/Modification/Severability. This Agreement (including the Contract) expresses the entire agreement between the parties with respect to the subject matter hereof. No change, modification or alteration of the terms hereof will be effective as against Lessor unless it is in writing and signed by a duly authorized officer of Lessor. Customer's execution of this instrument and/or acceptance of delivery of any part of the Equipment shall constitute Customer's acceptance of all of the terms and conditions contained herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents that conflict with or limit the terms contained herein. This Agreement shall be governed and construed by the laws of the state of Maryland, USA. Customer consents to jurisdiction in the state and federal courts of Maryland, USA. If any provision is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared to be severable.

26. Condition of Equipment: Customer agrees to examine Equipment upon its delivery to Customer and notify Lessor of any issues or concerns immediately. CUSTOMER'S ACCEPTANCE OR USE OF THE EQUIPMENT WITHOUT PROMPT NOTICE TO LESSOR THAT THE EQUIPMENT IS NOT IN GOOD MECHANICAL CONDITION CONSTITUTES CUSTOMER'S ACKNOWLEDGEMENT THAT THE EQUIPMENT IS IN GOOD MECHANICAL CONDITION AT THAT TIME. If, during Customer's possession of the Equipment, it is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of the Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Lessor, whereupon Lessor will then, at its option and without any other liability or responsibility by Lessor to Customer: (i) repair or suitably replace the Equipment within a reasonable time during the normal working hours of Lessor, or (ii) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Lessor for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to representatives of Lessor so as to enable Lessor to meet its responsibilities hereunder.

27. Limited Warranty: The foregoing provisions of section 26 are in Lieu of (i) all warranties, express, implied or statutory, including, but not limited to the implied warranty of merchantability and the implied warranty of fitness for a particular purpose, and of (ii) all obligations or liability on the part of Lessor to Customer for damages of any kind, arising out of or in connection with the renting, maintenance, use operation, storage, setup, dismantling or transportation of the Equipment.

28. Assumption of Risk, Death or Injury: The Equipment is, by virtue of its size and nature, potentially dangerous. Operation of the Equipment may expose the Customer, Authorized Operators and those in proximity to the Equipment to risk ("Persons at Risk"). These risks, including serious bodily injury or death, cannot be completely identified, quantified, minimized, prevented or eliminated. Customer, on behalf of itself and all Persons at Risk, accepts and fully assumes any and all risks and the possibility of personal injury, death, disability, property damage or loss resulting from operation of the Equipment.

29. Release of Liability, Waiver of Claims and Indemnity: The Customer agrees to release Indemnitees from, and Indemnitees disclaim, any and all liability for any loss, damage, injury or expense that Customer may suffer or incur as a result of this Agreement or its use of the Equipment. The Customer waives all claims that the Customer has or may in the future have against Indemnitees arising out of or related to this Agreement or use of the Equipment. Customer will defend, indemnify and hold harmless Indemnitees, from and against all loss, liability, claim, action or expense, including legal expenses, by reason of bodily injury, including death and property damage, sustained by any person as a result of the maintenance, use possession, operation, erection, dismantling, servicing or transportation of the Equipment, or Customer's failure to comply with the terms of this Agreement.

Signature _____ Date _____

Printed Name _____ Company _____