

EQUIPMENT RENTAL AGREEMENT

The Rental Summary below and the Terms and Conditions attached hereto comprise this Equipment Rental Agreement (this “Agreement”) effective as of date signed by the parties below.

Rental Summary

Customer:	Phone:	Email:	
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Address:	City:	State:	Zip:
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Rental Date:	Time:	Return Date:	Time:
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LATE RETURN POLICY: CUSTOMER ACKNOWLEDGES THAT LATE RETURNS MAY CAUSE ECONOMIC LOSS TO Casey Barkmeier. DUE TO HIGH DEMAND AND A LIMITED NUMBER OF RENTAL MACHINES. CUSTOMER ACKNOWLEDGES AND AGREES TO THE FOLLOWING LATE CHARGES: \$100 per hour for up to three hours, if past three hours equipment will be reported to Police as stolen.

Casey Barkmeier and its successors and assigns, hereby rent the Equipment listed on the Rental Summary (together with all tools, attachments, additions, replacement parts, substitutions, and accessories related thereto) to Customer, and Customer agrees to lease and receive the same from Casey Barkmeier., all subject to and in accordance with the terms set forth on this Rental Summary and the attached Terms and Conditions.

Machine

Serial Number

Machine	Serial Number

TERMS AND CONDITIONS I: TAXES; PAYMENTS.

1.1 Rent and Invoices. Customer shall pay the Total Rental Charge for the Equipment when due without notice or demand. All amounts due under this Agreement shall be paid to Casey Barkmeier. at 111 SW Harrison St. 15E, Portland, OR 97201, or as otherwise designated, without abatement, setoff, counterclaim, or deduction of any amounts whatsoever.

1.2 Taxes, Fees and Assessments. All taxes, fees and assessments levied upon Customer's lease or use of the Equipment by any governmental agency having jurisdiction shall be the responsibility of Customer.

1.3 Late Payments. All amounts due and owing to Casey Barkmeier under this Agreement but not paid on the due date thereof shall bear interest at the rate of the lesser of: (i) 12% per annum; and (ii) the maximum lawful interest rate permitted under applicable law. Such interest shall accrue on the balance of unpaid amounts from time to time outstanding from the date on which portions of such amounts become due and owing until payment thereof in full. In addition to other available remedies, Casey Barkmeier reserves the right to revoke any current leased Equipment until Customer pays outstanding amounts and any accrued interest in full.

II: EQUIPMENT RENTAL PROCEDURE. Only Customer representatives listed on **Exhibit A** shall be authorized to checkout Equipment on behalf of Customer ("Authorized Representatives"). Customer represents and warrants that: (a) the persons who shall use the Equipment are familiarized with the location, purpose, and function of all operating controls, safety devices, and manuals specific to the Equipment; and (b) prior to each use of the Equipment, Customer has or will inspect the Equipment to ensure it is in good working order.

III: EQUIPMENT OWNERSHIP; USE; AND MAINTENANCE.

3.1 Title. Casey Barkmeier shall at all times retain title to the Equipment, and Customer shall not represent otherwise to any person or entity. Customer shall not change or remove any insignia or lettering that is on the Equipment or that is thereafter placed thereon indicating Casey Barkmeier ownership thereof. Upon request of Casey Barkmeier Customer shall affix to the Equipment, in a prominent place, labels, plates or other markings supplied by Casey Barkmeier stating the owner of the Equipment.

3.2 Liens. Customer shall not create, permit to be created, or to remain, and shall discharge, any lien, encumbrance or charge on the Equipment. Customer shall indemnify Casey Barkmeier and defend Casey Barkmeier's title against all persons claiming against (through actions other than actions of Casey Barkmeier) or through Customer, at all times keeping the Equipment free from any legal process or encumbrance whatsoever resulting from, by, or under any acts of Customer including, but not limited to, liens, attachments, levies and executions, and shall give Casey Barkmeier immediate written notice thereof and shall indemnify Casey Barkmeier from any loss caused thereby.

3.3 Use Requirements. Customer shall use and operate the Equipment for its intended purpose and only in the regular course of Customer's activities or business, within its normal capacity, without abuse, and in accordance with all legal requirements, Casey Barkmeier's instructions and the Equipment manual. Customer shall: (a) ensure that all operators of the Equipment are licensed, certified, trained, and/or qualified to operate said Equipment; (b) ensure that all safety and operating information, including manuals, log books, and warning labels supplied with the Equipment are attached or kept with Equipment and brought to the attention of, explained to, and reviewed with, each and every person operating or otherwise utilizing the Equipment; (c) not alter, or affix or attach anything to the Equipment;

3.4 Maintenance Responsibility. Customer, at its own cost and expense, shall keep and maintain the Equipment in substantially the same condition as on the Rental Date, subject only to normal and customary wear and tear, and all in accordance with the instructions of Green Harvest Supply Co. and any applicable Equipment manual. Customer shall report all accidents, damages, theft, or personal injuries involving the Equipment immediately to Casey Barkmeier.

3.5 Deleted

IV: INSURANCE

4.1 Property Insurance. Customer shall keep, at its sole cost and expense, the Equipment insured against all risks of loss or damage from every cause whatsoever. Customer shall maintain during the period commencing on the Rental Date and continuing until the Equipment is returned to Casey Barkmeier (the "Rental Term"): property damage insurance covering loss or damage to the Equipment, in the amount of the full replacement value thereof.

4.2 Liability Insurance. If requested Customer shall provide a Certificate of Liability insurance with

endorsements evidencing commercial general liability insurance covering liabilities arising out of the lease, operation, use and any resulting damages of the Equipment. All insurance should cover damages and liability arising from the use of the Equipment by Customer, its employees, and agents. Customer's insurance policy or policies shall include the following endorsements: (i) Additional Insured by contract, agreement or permit (naming Casey Barkmeier and any other party designated by Casey Barkmeier as an additional insured); (ii) Primary and non-contributory; and (iii) Waiver of subrogation.

4.3 Deleted

4.4 Casey Barkmeier Rights. If Customer does not procure and maintain the required insurance, Casey Barkmeier may, but shall not be required to, procure and maintain the same, at the expense of Customer. Each insurer shall agree, by endorsement upon the policy or independent instrument furnished to Casey Barkmeier, to not cancel or alter the policy without at least thirty (30) days' prior written notice thereof to Casey Barkmeier. All insurance for loss or damage shall provide that losses, if any, shall be payable to Casey Barkmeier. Customer hereby irrevocably appoints Casey Barkmeier as Customer's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any Customer insurance policy.

4.5 Risk of Loss; Indemnity. Customer's insurance limits shall not limit Customer's liability hereunder. Customer hereby assumes and shall bear the entire risk of loss and damage to Equipment from any and whatever cause whatsoever during the Rental Term. Customer shall be responsible for the condition and operation of the Equipment during the Rental Term and any damage or injury to property or persons resulting from the condition or use of the Equipment. If any of the Equipment is damaged, stolen or otherwise lost during the Rental Term, in circumstances where Customer's insurers fail or refuse to pay the claim in full, Customer shall fully indemnify Casey Barkmeier in respect of such loss and any expenses incurred by Casey Barkmeier in relation thereto.

V: NO EQUIPMENT WARRANTY; DISCLAIMER BY Casey Barkmeier. CUSTOMER ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT AND HAD THE OPPORTUNITY TO INSPECT SUCH EQUIPMENT PRIOR TO ITS SELECTION. GREEN HARVEST SUPPLY CO. MAKES ABSOLUTELY NO WARRANTIES REGARDING THE EQUIPMENT EITHER EXPRESS OR IMPLIED, TO ANYONE AS TO THE SUITABILITY, DURABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS WORKMANSHIP, INCLUDING ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF FREEDOM FROM INFRINGEMENT OF A PATENT, COPYRIGHT, OR TRADEMARK, AS TO CUSTOMER AND ITS ASSIGNS. Casey Barkmeier LEASES THE EQUIPMENT "AS IS."

Casey Barkmeier AND ITS ASSIGNS SHALL NOT BE LIABLE TO CUSTOMER OR OTHERS FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT HOWEVER ARISING, OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIRS, SERVICE OR ADJUSTMENT THERETO.

VI: INDEMNIFICATION. Except to the extent caused by the willful or gross negligent acts of Casey Barkmeier or its officers, directors, employees, agents or contractors (together with Casey Barkmeier, the "Indemnified Parties"), or by the breach of this Agreement by Casey Barkmeier, Customer shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, suits or actions (including attorney fees incurred in connection therewith) that may be asserted against Indemnified Parties relating to: (i) any and all claims arising from Customer's lease or use of the Equipment; (ii) any taxes or assessments imposed on the lease or use of the Equipment by Customer; or (ii) Customer's breach of this Agreement. These indemnification obligations shall continue in full force and effect notwithstanding the termination of this Agreement.

VII: TERMINATION. Upon termination of this Agreement for any reason, Customer shall permit Casey Barkmeier immediate access to the Customer's premises to enable it to remove the Equipment, and any other property belonging to Casey Barkmeier from the Customer's premises. At the time of removal, the Equipment shall be in good order and condition, reasonable wear and tear excepted. Customer shall pay to Casey

Barkmeier such sums as may be reasonably necessary to restore the Equipment to the same or similar condition as of the Rental Date, reasonable wear and tear excepted. On termination of this Agreement for any reason, Customer shall pay to Casey Barkmeier the amount of any accrued but unpaid fees or other amounts due hereunder, and which are subsequently invoiced to Customer by Casey Barkmeier

VIII: GENERAL

8.1 Severability. If any provision of this Agreement is declared invalid or unenforceable, this Agreement shall endure except for the part declared invalid or unenforceable. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

8.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by electronic mail or facsimile shall be considered, and have the same force and effect as, original signatures.

8.3 Entire Agreement. This Agreement and any attached exhibits supersede and cancel any previous agreements or understandings, whether oral, written or implied, and sets forth the entire agreement between the parties with respect to the subject matter hereof.

8.4 Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including without limitation war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duties to perform obligations set forth in this Agreement shall be suspended.

8.5 Governing Law and Venue. This Agreement shall be construed in accordance with the laws of Oregon without giving effect to the principles of conflict of laws. All disputes arising out of this Agreement (and all amendments and attachments hereto) shall be exclusively resolved in a court of competent jurisdiction in Multnomah County, Oregon. Each Party expressly consents to the jurisdiction of a court of competent jurisdiction in Multnomah County, Oregon and waives any objections or right as to forum non conveniens, lack of personal jurisdiction or similar grounds.

8.6 Assignment. Neither party shall assign, or attempt to assign, or discharge its rights or obligations hereunder, without the advance written consent of the other; provided that, Casey Barkmeier may assign this Agreement to an affiliate with notice to Customer.

8.7 Notices. All notices required or permitted to be given under this Agreement shall be in writing. Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, e-mail or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered upon receipt or, if later, 3 days after mailing, properly addressed. Couriers notices shall be deemed delivered on the date that the courier warrants that delivery will occur. Telex, e-mailed or telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to Casey Barkmeier at 111 SW Harrison St 15E, Portland, OR 97201, and to Customer at address set forth on the cover page to this Agreement.

Signature _____ Date _____

