

TERMS AND CONDITIONS OF RENTAL CONTRACT

In consideration of the renting of the Equipment to the Company (hereinafter, the "Renter") as described and identified on page 1 of this contract from Polar Leasing Company, Inc. (hereinafter, the "Dealer") and upon the terms and conditions and for the price herein specified, it is agreed as follows:

- 1. RENTAL CHARGES, TERM AND EXTENSIONS.** The "Duration" or term of this contract begins on the date specified as "Rental Start Date" and terminates on the date specified as "Rental End Date" as identified on page 1 of this contract unless amended in writing. Rental Charges commence on delivery of Equipment to Renter and end upon return of Equipment to Dealer's depot unit location. If the Renter does not return the Equipment or allow Dealer to pick up the Equipment by the "Rental End Date" or the Dealer's scheduled pickup date, Renter agrees to pay a "Late Return Fee Per Day" as identified on page 1 of this contract. Extension of the "Duration" of this contract requires 48-hour written notice and approval by Dealer.
- 2. ACCEPTANCE, INSPECTION, USE, TITLE, GRAPHICS/SIGNAGE, RETURN PROVISIONS AND REPAIRS.** Upon acceptance of the pickup of the Equipment by Renter or delivery of the Equipment to Renter, Renter accepts and rents the Equipment on an "as is" basis. Renter acknowledges receipt of the Equipment, agrees to use the Equipment as identified on page 1 of this contract and fully understands its proper operation, start up, and use as identified on the Equipment and also available on the web at: www.polarleasing.com. If Renter is transporting Equipment or making transportation arrangements through Renter's contractor or agents, Renter acknowledges and declares that Renter, contractor or agents have examined the Equipment and all hitches, bolts, safety chains, hauling tongues, devices and materials used to connect the Equipment to Renter's towing motor vehicle and/or trailer prior to transporting Equipment, and upon receipt of Equipment, Renter agrees that Renter is responsible for the transportation, loading and unloading of the Equipment. Without Dealer's written consent, Renter shall not remove the Equipment from the delivery location as described on page 1 of this contract or allow the use of Equipment by anyone other than the Renter. Title to the Equipment is and shall remain with the Dealer at all times. Affixing or adding graphics, signage or any other attachments to the unit is not permitted unless prior written approval has been granted by Dealer and shall be at the Renter's sole expense. Renter agrees to return the Equipment to Dealer in as good condition as when received by Renter. Renter will immediately discontinue use of the Equipment should the Equipment become unsafe or in need of repair. Renter shall immediately notify Dealer and take all steps necessary to protect its contents and prevent injury to others. Renter shall not repair or permit any repairs to be made to the Equipment without Dealer's written consent.
- 3. COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of Equipment by Renter, and Renter agrees, at Renter's sole expense, to comply with all municipal, county, state, and federal laws, ordinances and regulations, including the OSHA Act of 1970, that may affect the Equipment while it is in the possession of and use by the Renter. Furthermore, Renter shall not permit or allow any illegal or unauthorized use of the Equipment including, but not limited to the storage of hazardous materials. Equipment's primary use is for refrigerated storage of food. If product other than food grade material is to be stored, including EPA – List N: Products with Emerging Viral Pathogens, the Renter will obtain a 3rd party certificate of sanitation at the Renter's expense. The certificate must meet standards set forth from EPA, OSHA, WHO, DOT PHMSA Pipeline and Hazardous Materials Safety Administrator, and the CDC. Renter agrees to pay \$3,500 upon failure to supply such 3rd party certification as set forth herein.
- 4. RENTER'S LIABILITY FOR ABUSE, MISUSE, DESTRUCTION, LOSS OR THEFT OF EQUIPMENT.** R e n t e r shall maintain at its expense insurance covering the loss, theft or accidental damage to the Equipment. In the event of any damage to the Equipment arising from the Renter's abuse, misuse, or destruction, or from the loss or theft of said Equipment, Renter agrees to accept full responsibility and shall hold Dealer harmless from any claims or actions arising from the abuse, misuse, destruction, loss or theft of the Equipment. Unless otherwise specified herein, Renter shall pay Dealer the actual replacement cost of the Equipment or the cost to repair the Equipment (whichever is less) resulting from the Renter's abuse, misuse, destruction, loss or theft of the Equipment.
- 5. FORCE MAJEURE.** Fires, floods, wars, acts of war, strikes, lockouts, labor disputes, pandemics (including without limitation, COVID 19, accidents to machinery, delays or defaults of common carriers, orders, decrees or judgments of any court, or any other contingency beyond the control of Dealer, whether related or unrelated, or similar or dissimilar to any of the foregoing (each a "Force Majeure Event"), will be sufficient excuse for any resulting delay or failure in the performance by Dealer of its obligations under the Agreement, but such performance will be excused only as long as the Force Majeure Event continues.
- 6. DISCLAIMER OF WARRANTIES.** Dealer makes no warranties, express or implied, as to the Equipment's merchantability or fitness for any particular purpose. Renter's sole remedy for any failure of or defect in the Equipment shall be the reimbursement of the "Rental Charge" commencing from the date of failure. DEALER SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO RENTER OR RENTER'S PERSONAL PROPERTY, INCLUDING PERSONAL PROPERTY STORED IN THE EQUIPMENT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE OPERATION, USE, DEFECT IN, OR FAILURE OF THE EQUIPMENT UNLESS SUCH DAMAGES ARISE FROM DEALER'S INTENTIONAL, WILLFUL, OR RECKLESS CONDUCT.
- 7. USE OF DEPOSIT, LIABILITY FOR LATE PAYMENT.** Renter acknowledges that the purpose and intent of the deposit paid by Renter hereunder is to secure the payment of rental charges and to guarantee the complete performance of each of all of the terms and conditions of this contract by the Renter as provided herein. Renter agrees to pay a late payment at the rate of one and one half (1-1/2%) percent per month on all delinquent accounts. In addition, Renter shall pay all attorney fees and court costs incurred by Dealer to collect or enforce any terms and conditions of this contract. In the event a suit is instituted by Dealer to recover possession of said Equipment or to enforce any of the terms and conditions, Renter agrees to pay all costs and reasonable attorney's fees of Dealer incurred in connection therewith.
- 8. INDEMNIFICATION OF DEALER BY RENTER.** Renter will take all reasonably necessary safety precautions in the maintenance and operation of the Equipment and protect all persons and property from injury or damage. Renter shall assume the risk of all property damage or damages for personal injuries, including death, caused by or arising out of Renter's misuse of the Equipment and shall indemnify, defend, and hold Dealer harmless from any property damage or damages for personal injuries caused or arising out of Renter's misuse of the Equipment.
- 9. CHOICE OF LAW.** This contract shall be governed by the laws of the State of Indiana. Renter consents to jurisdiction in the Federal or State courts located in Allen County, Indiana.

Date: _____ Renter's Initials: _____