

Rental Agreement

Terms & Conditions

AGREEMENT AND ACKNOWLEDGEMENT

CARB REGULATIONS When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

The undersigned warrants, represents, and agrees on behalf of the customer ("Customer"): (1) that the undersigned has authority to contract for Customer; (2) that the lease of the equipment listed above ("Equipment") by Quinn Company, Quinn Company dba Quinn Power Systems and Quinn Rental Services or by Quinn Lift (collectively, "Quinn") to Customer shall be subject to all of the terms and conditions set forth in this Rental Agreement (this "Agreement"); (3) that I have read and understand all said terms and conditions; (4) that I have the right to make a pre-delivery inspection and have informed Quinn of any damage or deficiency that may exist; (5) that I understand that air quality regulations may affect the operation and use of Equipment and I agree to all requirements stated in Additional Terms and Conditions, paragraph entitled "Air Quality Requirements for Equipment", including any specific requirements an agricultural source may have in registering the Equipment with the local air district, and (6) that by executing this Agreement I specifically agree to all of the terms and conditions of this Agreement and the Additional Terms and Conditions attached hereto, including, without limitation, the licensing and inspection requirements and disclaimers set forth in Section 28 of such Additional

AN ADDITIONAL 14% FEE WILL APPEAR ON FINAL INVOICE UNLESS FIRE, THEFT, VANDALISM WAIVER IS REJECTED. REJECTION OF THIS WAIVER REQUIRES CUSTOMER TO INITIAL BELOW AND PROVIDE PROOF OF APPLICABLE INSURANCE

REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE

SEE NEXT PAGE FOR ADDITIONAL TERMS & CONDITIONS

ADDITIONAL TERMS AND CONDITIONS

In consideration of the rental of the Equipment, it is agreed as follows:

1. **Deposit.** Customer acknowledges that one of the purposes of the deposit is to secure and guarantee complete performance of Customers obligation under this Agreement.
2. **WARNING.** The use of false identification to obtain the Equipment or the failure to return the Equipment upon the expiration of this Agreement may be considered a theft, resulting in criminal prosecution. Your attention is directed to California Penal Code Section 484, California Penal Code Section 476A (relating to bad checks) and Vehicle Code Section 10855 (relating to failure to return leased or rented vehicles upon contract termination). For purposes of Penal Code Section 484 and Vehicle Code Section 10855, the term "expiration date" shall be used interchangeably with "return date".
3. **POSSESSION/TITLE.** Customer's right to possession of the Equipment terminates on the return date indicated on this Agreement. Retention of possession after this date constitutes a material breach of this Agreement. Time is of the essence of this Agreement. Any extension of this Agreement must be agreed upon in writing. Title to the Equipment is and shall remain in the name of Quinn and Customer shall have no option, implied or otherwise, to purchase the Equipment, nor shall Customer have any rights in or to the Equipment except as set forth in this Agreement. Unless and until Customer purchases the Equipment from Quinn, Customer agrees not to part possession with, assign or sublet the Equipment without the written consent of Quinn. If the Equipment is levied upon, Customer shall notify Quinn immediately.
4. **TRANSPORTATION.** Customer agrees to pay all charges for loading, unloading, and transportation from the point of shipment to the point of return. Customer further agrees to return the Equipment to the yard designated by Quinn. If Customer provides for the transportation of the Equipment, Customer shall ensure any vehicle, trailer and/or other mechanism used for transporting the Equipment is suitable for the safe hauling of the Equipment.
5. **RECEIPT/INSPECTION OF EQUIPMENT.** Customer rents the Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the Equipment prior to delivery and finds it suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Agreement in good working order and repair and Customer understands proper operation of the Equipment without further instructions from Quinn. Customer acknowledges that Customer has had an opportunity to inspect all vehicles, hitches, bolts, safety chains, hauling tongues and other devices, materials or equipment used to haul Equipment or connect the Equipment to any vehicle. Customer declares that Customer has received the Equipment in a secure and operative condition.
6. **SOLVENCY.** Customer represents to Quinn that it is not insolvent and should Customer become insolvent, that Customer will return all Equipment to Quinn immediately.
7. **RENTAL PERIOD/RATE.** Rental period is for a maximum of twenty-four (24) hours unless a longer term is specified in this Agreement. The rental period shall include the time and date upon which transit to the Customer begins and the time and date upon which transit from the Customer ends at Quinn's unloading points, if no public carrier is used. In the event a public carrier is used, the rental period shall include the time and date of legal delivery to a public carrier for transit to Customer and the time and date of legal delivery by such carrier to Quinn upon return of the Equipment. Rental charges end upon return of the Equipment to Quinn in an acceptable condition. If the Equipment is returned prior to the end of the minimum rental period, the rental due shall be the entire minimum rental period. Quinn may terminate rental at anytime and retake the Equipment without further notice in case of violation by Customer of any terms or conditions of this Agreement. Rental rates are based upon single shift usage (8 hours per day, 5 days per week). If Customer makes greater use of the Equipment, Customer agrees to pay an excess hour charge on all additional hours over such maximum hour usage for single shift rate. Customer agrees to notify Quinn of any increase in working schedule and permit Quinn to inspect job time records which will be used as a guide in estimating time.
8. **PAYMENT TERMS.** Terms are cash unless credit is approved. Net due upon receipt of invoice. A finance charge of 1-1/2% per month (18% per annum) will be charged on past due balance. The past due balance represents all charges unpaid on the last business day of the month following invoice date. In the event of default in the payment of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, Customer agrees to pay both the finance charges and the costs of collection (as permitted by laws governing these transactions).
9. **ORDINARY WEAR AND TEAR.** "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary, reasonable and proper use of the Equipment on a one-shift basis. Damage which is not "ordinary wear and tear" includes but is not limited to: damage resulting from lack of fuel or lubrication, failure to maintain proper oil, water, hydraulic or air pressure levels, damage due to overturning, overloading or exceeding rated capacities, improper use, abuse, lack of cleaning, or tire damages. Customer shall be responsible for all damage not caused from ordinary wear and tear.
10. **COMPLIANCE WITH LAWS/USE OF EQUIPMENT.** Customer agrees not to use or allow anyone to use the Equipment for any illegal purpose or in any illegal manner. Customer acknowledges that Quinn has no physical control over the use of the Equipment. Customer agrees at its sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations, including but not limited to environmental, safety and licensing regulations, that may apply to the use of the Equipment during the rental period. Customer further agrees to pay all licenses, fees, permits, assessments, charges or taxes (municipal, state and federal) arising from its use of the Equipment, including any subsequently determined to be due as a result of an audit. Customer shall not allow any person to operate the Equipment who is not qualified, trained or properly licensed to operate the Equipment. Customer shall not allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the Equipment; permit any repairs to the Equipment without Quinn 's written permission, or allow any liens, levies or encumbrances to be placed upon the Equipment. Customer agrees to clean and visually inspect the Equipment at least daily. Customer acknowledges that Quinn has no responsibility to inspect the Equipment while it is in Customer's possession. If the Equipment becomes unsafe or requires repair or maintenance, Customer shall discontinue using it and immediately notify Quinn at the phone number listed on this Agreement. Quinn shall have the right at any time during business hours, to enter Customer's premises for the purpose of inspecting the Equipment and making any repairs and adjustments necessary for the proper and safe operation thereof and to remove the Equipment forthwith without notice to Customer, if in the sole opinion of Quinn, the Equipment is being used beyond its capacity or is being improperly cared for or abused.

11. MAINTENANCE AND REPAIRS. Customer agrees to operate the Equipment within its rated capacity by a qualified operator and to provide, at Customer's own expense, daily service in checking fuel, oil, tires, gearboxes, hydraulics, batteries, water, all fluid levels, filters, particulate filters, and provide any other maintenance as requested by Quinn. Further, any inspections and maintenance required to be performed on the Equipment on account of any municipal, state or federal rules, statutes or regulations while the Equipment is in Customer's possession shall be the sole responsibility of Customer and performed at Customer's expense. If a diesel particulate filter is provided on the Equipment, Customer shall not operate the Equipment if a display shows the filter is plugged or requires maintenance, and Customer agrees to notify Quinn immediately if such events occur. Customer further agrees to maintain and return the Equipment in as good a condition as received, ordinary wear and tear resulting from proper and normal use excepted. Quinn shall have the exclusive right to determine what constitutes ordinary wear and tear. Customer shall be responsible for, and promptly notify Quinn of, any loss or damage to the Equipment while in Customer's possession, and, subject to the requirements of Paragraph 16, Customer shall reimburse Quinn immediately upon demand for such loss or damage, including costs of labor, materials, and parts for the repair and maintenance of such loss or damage, and rental charges until such loss or damage is replaced or repaired. Customer agrees not to make any change, alteration, or modification to the Equipment without the prior written consent of Quinn. Customer further agrees that Customer is responsible for correct charger installation, proper battery charging procedures on electric units, and installation costs of special equipment for Customer's application (i.e. lights, backup alarms, etc.).

12. RETURN OF EQUIPMENT. Customer agrees to return the Equipment to Quinn during regular business hours on the "expiration date" in as good condition as when received, ordinary wear and tear excepted. Customer shall be responsible for ensuring Equipment is cleaned prior to returning. Customer shall also ensure Equipment is returned with the same amount of fuel provided when delivered by Quinn to Customer. If the Equipment is returned with less fuel than when delivered. Customer is responsible for paying the additional fuel charges at the rate provided by Quinn. If any keys are provided with the Equipment, the keys shall be returned with the Equipment upon the Equipment's return to Quinn.

13. DISCLAIMER OF WARRANTIES. Quinn makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the Equipment is fit for Customer's particular intended use, or that it is free of latent defects. Quinn shall not be responsible to Customer or any third party for any loss, damage or injury caused by, resulting from, or in any way attributable to the installation of, servicing of, operation of, use of, or any failure of the Equipment. Quinn shall not be responsible for any defect or failure unknown to Quinn. Customer's sole remedy for any failure of or defect in the Equipment shall be termination of the rental charges at the time of failure provided that Customer notifies Quinn immediately of such failure and returns the Equipment to Quinn within twenty-four (24) hours of such failure. Further, Quinn makes no warranties or representations of any kind concerning any services that Quinn performs for Customer in connection with the Equipment. Quinn's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with any services furnished hereunder shall be limited to those claims arising solely from the acts of Quinn and Quinn shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Customer expressly acknowledges and agrees that Quinn has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Quinn and Customer and form a basis of this bargain between the parties.

14. PURCHASE ORDERS. The use of Customer's purchase order number on this Agreement is for Customer's convenience and identification only. Absence of purchase order number shall not constitute grounds for non-payment.

15. LOCATION OF EQUIPMENT/LABELS. The Equipment shall remain at the location approved by Quinn and shall not be moved to any other location without the written consent of Quinn. Customer and Quinn agree that regardless of the manner of affixation, the Equipment shall remain personal property and not become part of the real estate. Customer agrees to maintain upon the Equipment all labels, signs or other identifying marks identifying Quinn as the owner of the Equipment, and to maintain any labels on Equipment required by state and federal laws.

16. FIRE, THEFT, VANDALISM WAIVER. If Fire, Theft, Vandalism waiver has been REJECTED on this Agreement then this paragraph applies. Customer shall be responsible for, and promptly notify Quinn of any loss or damage to or destruction of the Equipment, and Customer agrees to reimburse Quinn immediately upon demand for the full value of any such loss, damage or destruction, together with interest at the highest rate permitted by law until said sum is paid. Customer shall insure the Equipment against all risk of damage, loss or destruction of the Equipment, regardless of the cause. See paragraph titled "Insurance". >>> If Fire, Theft, Vandalism waiver has not been REJECTED and therefore such waiver is part of this Agreement, then this paragraph applies. Customer shall notify Quinn of any loss or damage to, or destruction of the Equipment or any disappearance or theft of the Equipment. Quinn waives any claim against Customer for direct physical loss of, damage to, or theft of the Equipment except as follows:

(a) All damage or loss resulting from use of the Equipment in violation of any provision of this Agreement, violation of any law, ordinance or regulation.

(b) Damage or loss as a result of overloading or exceeding the rated capacity of the Equipment.

(c) Damage or loss caused by negligence or willful neglect of Customer.

(d) Damage to tires, tubes and wheels caused by blowouts, bruises, cuts and other causes inherent in the use of the Equipment.

(e) Damage or loss resulting from misuse, abuse, failure to maintain cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of the Equipment.

(f) Any engine or drive train damage, which results from use of improper fuels, fluids or lubricants.

(g) Disappearance of the Equipment or theft not documented with the applicable public authorities (such as by police report), with a copy of the same promptly supplied to Quinn, and any other failure of Customer to promptly notify Quinn of any damage or loss; and to cooperate fully with Quinn in supplying all information necessary to document said claim.

17. **INSURANCE.** Customer, at Customer's own expense, shall procure and maintain at all times during the rental period a public liability and property damage policy or policies of insurance issued by companies reasonably satisfactory to Quinn. Such policy or policies shall be for primary coverage, naming Quinn as an additional insured, and shall have limits no less than \$1,000,000 per occurrence. If the "Fire, Theft, Vandalism" coverage is REJECTED in this Agreement, Customer will also provide comprehensive, fire, theft, and additional combined property insurance coverage on the Equipment at Customer's own cost and expense, naming Quinn as additional insured, in an amount no less than the full replacement value of the Equipment. All policies of insurance shall provide that the insurer will not cancel or materially modify the insurance except on thirty (30) days' advanced written notice to Quinn. Customer shall provide to Quinn written evidence of the insurance required hereunder within ten (10) days of the delivery date of the Equipment. All insurance required hereunder shall be primary and all such insurance policies shall provide for a waiver of subrogation against Quinn and its insurer.

18. **RETAKE OF EQUIPMENT.** If for any reason it becomes necessary for Quinn to retake the Equipment, Quinn may retake the Equipment, wherever situated, by process of law or otherwise, without further notice or further legal process. In such event, all of the Customer's rights under this Agreement shall immediately cease and terminate and Customer shall pay Quinn all rentals due, together with all costs and expenses incurred in retaking possession of the Equipment.

19. **DEFAULT.** Should Customer in any way fail to observe or comply with any provision of this Agreement, Quinn may, at its sole option and, without notice or demand, exercise any and all of the following remedies:

(a) Termination of this Agreement;

(b) Retake the Equipment;

(c) Declare any outstanding rent and charges due and payable and initiate legal process to recover the monies;

(d) Pursue any of the remedies available to Quinn under California law (exercise of any remedy available to Quinn shall not constitute an election of remedies or a waiver of any additional remedies to which Quinn may be entitled).

20. **ACCIDENTS, REPORTING AND INDEMNIFICATION.** Quinn shall not be liable or responsible for any damage to property, environmental liability, or death or injuries to persons suffered or sustained by the use, installation, servicing, operation, and/or handling of the Equipment, no matter how caused or occasioned, nor for any consequential damages, lost profits, expenses, or costs resulting to Customer or any third parties by reason of any delay in delivery, defect or negligence in the performance of any services provided by Quinn in connection with the rental of the Equipment, nonperformance of the Equipment, or acts that create environmental liability, or from any other cause whatsoever, and Customer hereby specifically waives all such claims. Customer assumes all risk of loss, damage, and liability for and in connection with the installation, servicing, or operation of the Equipment during the rental period and Customer agrees to indemnify, defend, and hold Quinn harmless from and against any and all claims, suits, actions, proceedings, losses, liabilities, damages, expenses, and costs including attorney's fees, arising from or in any manner connected with the Equipment.

21. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Quinn to insist upon strict performance by Customer as regards any provision of this Agreement shall not be interpreted as a waiver of Quinn's right to demand strict compliance with all other provisions of this Agreement against Customer or any other person. The provisions of this Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.

22. **JOB INFORMATION.** Customer shall provide Quinn the correct information necessary to file a Preliminary Notice as provided for by California Civil Code Sections 3097 and 3098. Customer also grants Quinn permission to contact owners, prime contractors, financial institutions and any persons necessary to obtain this information.

23. **AIR QUALITY REQUIREMENTS FOR EQUIPMENT.** (a) California Air Resources Board (CARB) Portable Equipment Registration conditions may apply to the Equipment. In signing this Agreement, Customer acknowledges receipt of, and agrees to operate the Equipment in accordance with air quality compliance requirements as stated on the CARB registration. If applicable to the Equipment, a copy of the CARB registration is on file with Quinn and is also located on the Equipment. Equipment requiring a CARB registration is limited to no more than 12 consecutive months of operation at a single location, or a shorter period of time for an engine located at a seasonal source. Operation of CARB-registered portable engines requires the Customer to maintain a monthly location log stating the portable Equipment's location, at a minimum, once per month. Some CARB-registered equipment may require the Customer to complete a daily throughput log (e.g. portable crushing, grinding or chipping equipment). Logs must be retained at all times on the Equipment. Customer agrees to provide Quinn a copy of any record-keeping documents and notifications required by such registration upon return of the Equipment. More stringent operational limitations may be required by the local air district in which the Equipment is operated. In the event an air district permit is required, such permit is the Customer's responsibility. If the portable equipment is used at an agricultural site, the Customer is responsible for registering the Equipment with the local air district in accordance with state regulation and the local air district's rules. If Quinn has authorized Customer to re-rent the Equipment, Customer shall ensure that the requirements of this Agreement will be met by the operator of the Equipment. Customer will indemnify and hold Quinn harmless from any and all use of the Equipment in violation of these conditions including any fines, penalties, variances, damages or expenses (including attorneys' fees). Customer shall be responsible for notifying CARB or applicable air district in the event of a registration violation. In the event Customer has been authorized by Quinn to re-rent the Equipment, Customer shall remain subject to all terms and conditions of this Agreement. (b) Any off-road diesel mobile vehicles 25 horsepower and greater may not idle more than 5 minutes in accordance with Title 13, Section 2449(d)(3). Idling of a rental vehicle of this type is the responsibility of the Customer, its employees, agents or third party operators.

24. **ENVIRONMENTAL RECOVERY FEE.** Customer acknowledges that the Environmental Recovery Fee imposed by Quinn under this Agreement is not a government imposed or mandated fee. Rather, the Environmental Recovery Fee is intended to help reimburse Quinn for the various costs it incurs in complying with Federal, State and local environmental regulations relating to, among other things, hazardous waste storage and disposal, air quality permitting and compliance, water discharge, water runoff and water quality permitting and compliance and rubber tire disposal.

25. **GOVERNING LAW AND VENUE.** The rights and obligations of the parties with respect to the transactions contemplated by this Agreement shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Agreement shall be in the courts located in the County of Los Angeles, California.

26. **ATTORNEYS' FEES AND COSTS.** In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Agreement, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

27. **ADDITIONAL CONDITIONS.** Customer shall furnish to Quinn, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Quinn and its representatives shall have full and free access to the equipment in order to provide any applicable services. Customer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Customer shall not require Quinn or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Quinn is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Quinn's scope of work. Quinn removed parts become the property of Quinn. Quinn must not perform any electrical power switching unless specifically requested by Customer, under the supervision of Customer, and subject to procedures jointly agreed to in advance. Notwithstanding Customer's request, Quinn may refuse to perform power switching, if in the opinion of Quinn, such action would be unsafe. **IN THE EVENT THAT QUINN PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD QUINN HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM QUINN'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM QUINN'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF QUINN. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER QUINN OR CUSTOMER.** If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Quinn, Customer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Customer shall immediately inform Quinn, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Quinn with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Quinn as a result of Customer's failure to advise Quinn shall be borne by Customer. Quinn, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Customer following Quinn's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Quinn's performance of services. Customer shall appoint a representative familiar with the site and the nature of the services to be performed by Quinn to be accessible at all times that Quinn personnel are at the site. Quinn shall not be liable for any expenses incurred by Customer in removing, replacing or refurbishing any Customer equipment or any part of Customer's building structure that restricts Quinn's access. Customer's personnel shall cooperate with and provide all necessary assistance to Quinn. Quinn shall not be liable or responsible for any work performed by Customer.

28. **SPECIAL OPERATOR REQUIREMENTS.** Customer hereby acknowledges that certain equipment rented by Quinn can only lawfully be operated by individuals with special training and licenses. Examples of such equipment include, but are by no means limited to, forklifts, cranes, off-road vehicles, heavy-duty trucks, trucks with trailers, passenger vans, etc., that have a gross vehicle weight rating of over 10,000 pounds. Customer hereby agrees that Customer is solely responsible for determining whether Customer's employees are properly qualified, trained and licensed to operate the Equipment and Customer agrees to defend, indemnify and hold Quinn harmless from any claims, lawsuits or demands of any kind relating to the failure of Customer to have the proper training or licensure to lawfully operate the Equipment. In addition, pursuant to the State of California's Basic Inspection of Terminal Program ("BIT Program"), nearly all commercial use vehicles that have a gross vehicle weight rating of over 10,000 pounds must comply with all of the BIT Program's 90-day inspection requirements. This requirement applies to all Quinn rental vehicles identified with Quinn's Motor Carrier ID. Customer agrees that compliance with the BIT Program's inspection requirements is the exclusive responsibility of Customer and commences immediately upon the rental of the applicable Equipment and Customer agrees to defend, indemnify and hold Quinn harmless from any claims, lawsuits or demands of any kind relating to the failure of Customer to comply with the inspection requirements under the BIT Program. Copies of the documentation of any BIT program inspections performed by Customer on the Equipment during the Rental Period shall be provided to Quinn upon the return of the Equipment.