

Contract #:

## EQUIPMENT RENTAL AGREEMENT FOR DUSTBOSS™ 30

This Rental Agreement (“Agreement”) is made effective as \_\_\_\_\_ [DATE] by and between Dust Control Technology, Inc., an Illinois corporation, with a place of business located at 1607 W. Chanute Rd., Peoria, IL 61615 (“Dust Control Technology”) and \_\_\_\_\_ [CUSTOMER NAME], a \_\_\_\_\_ [STATE OF ORGANIZATION] [FORM OF ENTITY] with a place of business located at \_\_\_\_\_ [BUSINESS ADDRESS] (“Customer”).

1. Lease of Equipment; Rental Period. Dust Control Technology agrees to lease to Customer and Customer agrees to lease from Dust Control Technology, subject to the terms, covenants and conditions herein, the equipment listed on the attached Exhibit A (the “Equipment”). The lease term shall begin upon arrival of the Equipment at Customer’s premises and continue for the rental period set forth on the attached Exhibit A (“Rental Period”).

2. Payment. Customer shall pay to Dust Control Technology rental payments for the lease of the Equipment, which payment will be due and payable as set forth on the attached Exhibit A, plus such additional amounts as may arise under this Agreement. Customer shall pay interest on any late payment for the period beginning thirty (30) days after the date of such late payment was due through the date such late payment is made at a rate equal to the lesser of one and one-half percent (1-1/2%) per annum or the maximum rate allowed by law.

3. Taxes and Fees. Customer shall pay when due or reimburse Dust Control Technology for all taxes or fees assessed during the Rental Period (“Taxes”) of any Federal, state, country, or local government with respect to the Equipment, including, but not limited to, license and registration fees, sales, use, personal property and other taxes (excluding Taxes based on the net income of Dust Control Technology).

4. Acceptance. Unless Customer notifies Dust Control Technology to the contrary in writing within 72 hours after receipt of the Equipment, it shall be conclusively presumed that the Equipment was delivered to Customer in good operating condition, that the Equipment conforms in all respects to Customer’s order and that Customer has accepted the Equipment for all purposes under this Agreement.

5. Risk of Loss. Customer shall at all times bear the entire risk of loss, theft, destruction or damage, whether partial or complete and whether or not insured, of the Equipment and of any condemnation, confiscation, requisition, seizure, forfeiture, or other taking of title to, whether partial or complete, from any cause whatsoever (“Loss or Damage”). Customer shall indemnify and defend Dust Control Technology and hold Dust Control Technology from and against any and all Loss or Damage. No Loss or Damage shall release, impair or otherwise affect Customer’s obligation to pay rent or any other obligation of Customer under this Agreement. In the event of Loss or Damage to the Equipment, Customer shall notify Dust Control Technology in writing within five (5) days after the occurrence. Customer shall, at Dust Control Technology’s option, with respect to such Equipment, (a) place the same in good working order, condition and repair to the satisfaction of Dust Control Technology or (b) pay to Dust Control Technology an amount equal to the replacement cost of such Equipment. Customer shall list Dust Control Technology as a loss payee on Customer’s property coverage.

6. Insurance. Customer shall, at its own expense, keep the Equipment insured against all risk of loss, theft or damage from any and every cause whatsoever in an amount equal to the replacement cost of the Equipment. Customer shall also, at its own expense, carry public liability insurance with respect to injury to persons or property resulting from or based in any way upon or in any way connected with or relating to the use, or alleged use or operation of the Equipment in an amount not less than \$1,000,000 for general commercial liability and \$2,000,000 for product aggregate and general aggregate. All such insurance policies shall be in the form and with such companies as is satisfactory to Dust Control Technology and shall protect Dust Control Technology as a primary additional insured. In addition, such insurance policies shall contain an endorsement providing that the insurer will give Dust Control Technology not less than thirty (30) days prior written notice of the effective date of any alteration, change, cancellation or modification of such policy. Prior to delivery of the Equipment, Customer shall deliver to Dust Control Technology satisfactory evidence of such insurance.

Contract #:

7. Care and Operation of Equipment; Inspection. Customer shall use the Equipment in a careful and proper manner and shall comply with all applicable laws, ordinances and regulations relating to the possession, use or maintenance of the Equipment. The Equipment shall be used at Customer's premises and shall not be moved to another location without Dust Control Technology's prior written consent. Dust Control Technology shall have the right to inspect and Customer shall make available for inspection the Equipment during business hours.

8. Return of Equipment. Upon termination (by expiration, default or otherwise) and if Customer shall not exercise its option to purchase the Equipment, Customer shall, pursuant to Dust Control Technology's instructions and at Customer's full expense (including without limitation, expenses of transportation and in-transit insurance) return the Equipment to Dust Control Technology in the same operating order, repair, condition and appearance as when received, less normal wear and tear. Customer must drain all water from unit prior to shipment. Customer shall return the Equipment to Dust Control Technology at its address set forth above or such other address as directed by Dust Control Technology. In addition to Dust Control Technology's other rights and remedies under this Agreement, if the Equipment is not returned in a timely manner, or if repairs are necessary to place the Equipment in the condition required by this Section, then Customer shall continue to pay Dust Control Technology rent at the last prevailing rate under this Agreement for the period of delay, or for the period of time reasonably necessary to complete such repairs, together with the cost of such repairs.

9. Title and Status of Equipment. The Equipment will be deemed to be personal property, regardless of the manner in which it may be attached to other property. Dust Control Technology shall be deemed to have retained title to the equipment at all times, unless Dust Control Technology transfers the title by sale. A sale of the Equipment will occur only upon Dust Control Technology's receipt of full payment for the Equipment as mutually agreed upon. Dust Control Technology is authorized by Customer to cause this Agreement, or any statement or other instrument showing the interest of Dust Control Technology in the Equipment, to be filed or recorded. Customer agrees to pay or reimburse Dust Control Technology for any searches, filings, recordings or stamp fees arising from the filing or recording of any such instrument or statement. Customer will execute and deliver to Dust Control Technology, upon request, such further instruments and assurances as Dust Control Technology deems necessary or advisable for the confirmation or perfection of Dust Control Technology's rights under this Agreement. Customer shall immediately advise Dust Control Technology regarding any notice of claim, levy, lien or legal process issued against the Equipment

10. Default. The occurrence of any of the following shall constitute a default under this Agreement: (a) failure to make any required payment under this Agreement when due; (b) the violation of any other provision or requirement of this Agreement that is not corrected within ten (10) days after written notice of the violation is given; (c) Customer shall become insolvent or admit in writing its inability to pay or fail to pay its debts as they become due, or make an assignment for the benefit of its creditors, or apply for or acquiesce in the appointment of a receiver, trustee or other custodian for any of its properties or assets; (d) Customer files or has filed against it any petition or proceeding under any bankruptcy, reorganization, insolvency or similar law; (e) the subjection of any Customer property to levy, seizure, assignment, application or sale for or by any creditor or government agency; or (f) Customer, voluntarily or involuntarily, by operation of law or otherwise, removes, sells, transfers, assigns, grants any security interest in, pledges, hypothecates, encumbers, parts with possession of or sublets this Agreement or the Equipment, or attempts to do so, except only as and to the extent expressly permitted herein.

11. Remedies. If Customer is in default under this Agreement, Dust Control Technology shall have the right to exercise any one or more of the following remedies which are cumulative and not alternative: (a) terminate this Agreement and recover possession of the Equipment without demand or notice and without any court order or other process of law. Customer hereby waives any and all claims for damages occasioned by such taking of possession; (b) recover all rent then due and unpaid and all future rental payments as such become due until the Equipment is returned to Dust Control Technology; (c) demand that Customer return, and Customer shall return, the Equipment, provided that if Customer fails to return the Equipment within five (5) days of Dust Control Technology's demand, Customer shall be obligated to pay to Dust Control Technology, immediately, a sum of cash equal to the replacement value of the Equipment not returned; and (d) such other rights and remedies as are available to Dust Control Technology under applicable law or in equity. Dust Control Technology shall be entitled to all costs and expenses (including reasonable legal fees and costs) incurred by Dust Control Technology in enforcing any of the terms or provisions of this Agreement.

Contract #:

12. Indemnification. Customer shall and does indemnify and hold Dust Control Technology harmless from and against any and all claims, costs, expenses, damages and liabilities (including, without limitation, reasonable legal fees), arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery, return or other disposition of the Equipment or any default under this Agreement. Notwithstanding the foregoing, Customer shall not be responsible under this Section to Dust Control Technology for any Losses occasioned by the gross negligence or willful misconduct of Dust Control Technology or any of its employees.

13. Limitation of Liability. In no event will Dust Control Technology be liable for any indirect, incidental, special, consequential, punitive or similar damages including, but not limited to, lost profits or business interruption losses. In no event will the total, aggregate liability of Dust Control Technology under this Agreement exceed the total amount paid by Customer to Dust Control Technology under this Agreement. The foregoing liability limitations shall apply even if Customer has been notified of the possibility or likelihood of such damages occurring and regardless of the form of action, whether in contract, negligence, strict liability, tort, products liability or otherwise. Any action of Customer against Dust Control Technology must be commenced within one year after the cause of action has accrued.

14. Option to Purchase. If Customer is not in default under this Agreement, Customer shall have the option to purchase the Equipment at the end of the Rental Period for the purchase price specified in Exhibit A or as otherwise mutually agreed. Customer shall exercise this option by providing written notice to Dust Control Technology prior to the termination of Rental Period.

15. Miscellaneous. (a) All notices required or permitted under this Agreement shall be deemed delivered in person, by facsimile, or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Agreement. (b) Customer may not assign or transfer this Agreement without the prior written consent of Dust Control Technology. (c) No omission, or delay, by Dust Control Technology at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions of this Agreement by Customer at any time designated, shall be a waiver of any such right or remedy to which Dust Control Technology is entitled, nor shall it in any way affect the right of Dust Control Technology to enforce such provisions thereafter. (d) Any provision hereof which expressly provide that they survive expiration or termination or which must survive expiration or termination in order to be fully operative shall survive the expiration or termination of this Agreement. (e) This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. This Agreement replaces any and all prior agreements between the parties. (f) In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

16. Applicable Law; Consent to Jurisdiction. This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Illinois.

Contract #:

***Signature Page to Equipment Rental Agreement***

IN WITNESS WHEREOF, the parties have executed this Equipment Rental Agreement effective as of the date first written above.

DUST CONTROL TECHNOLOGY, INC.

Customer Name: \_\_\_\_\_

By: Edwin Peterson

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Contract #:

**EXHIBIT A**

**SCHEDULE TO EQUIPMENT RENTAL AGREEMENT**

- 1. **Equipment Description:**  
Standard 3 phase 480 volt electric Dust Boss 30 dust controller, with 3 wheel galvanized carriage, stainless steel control panel, 100 ft cord, and oscillator.
- 2. **Rental Period:**
- 3. **Rent: \$650 per week**
- 4. **Date of First Payment:** 30 days after receipt of machine.
- 5. **Subsequent payments are due every 30 days after the due date of the first invoice.**
- 6. **Purchase Price:** \$18,900 (new unit price) less the first month's PAID rent, if applicable.
- 7. **Address where Equipment is to be delivered and used:**
  
- 8. **Freight:** Customer is responsible for all freight charges, payable to Dust Control Technology upon delivery. Customer is also responsible for payment of the freight back to Dust Control Technology if customer opts to return unit or after rental period concludes.

**Effective Date:** \_\_\_\_\_

**DUST CONTROL TECHNOLOGY, INC.**

Customer Name: \_\_\_\_\_

By: Edwin Peterson \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: President \_\_\_\_\_

Title: \_\_\_\_\_