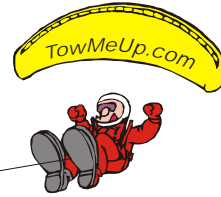


23102 NE 3rd Avenue, Ridgefield, WA, USA 98642
(360) 887-0702 Voice • (360) 887-1930 Fax
TowMeUp@iesonline.cc • www.TowMeUp.com



TowMeUp.com

EQUIPMENT RENTAL AGREEMENT

This agreement entered into this _____ day of _____ 20____ by and between Stuart Caruk dba TowMeUp.com and hereinafter called respectively Lessor and Lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Lessee, said Lessor does hereby demise and let unto the Lessee, and Lessee hires from Lessor for his/her own personal use the equipment described as follows:

1991 Mirage 21' performance towboat, powered by a Small block Chevy 350 inboard engine with a Volvo Penta Dual Prop outdrive, equipped with a TowMeUp.com hydraulic payout winch. This boat is provided with the following equipment, and this equipment must be returned in the condition it was dispatched in or the Lessor will be billed for the replacement cost: TowMeUp.com winch with 30 GPM oil cooler and 11HP rewind system, 5500' of 1100 # test Spectra Tow Line, Drogue parachute and spare parachute, leader line, S/S quick links on drogue and weaklink end, spare nylon pulley, 2 hook knives 4 life preservers, fire extinguisher, Spare set of propellers, and propeller changing tools, and a United States Coast guard signaling kit.

Rental Rates:

Mirage Boat with Winch \$ 500 per day. Damage Deposit (refundable) is \$1000.

Boat driver / Winch Operator \$ 200 per day in addition to the boat rental rate.

Travel time to and from the event if provided by TowMeUp.com is billed at \$ 1 per mile, which includes fuel and expenses.

Mileage is computed from Ridgefield, WA, to the event, and return to Ridgefield, WA.

Date requested: _____

Location of event: _____

Mileage from Ridgefield, WA to event and return to Ridgefield, WA: _____

Transportation Fee: _____

Daily rental rate: _____

Includes / Does not include Driver / Operator _____

Rental Fee _____

It is further mutually agreed between the parties as follows:

- This boat may be rented to qualified, trained and APPROVED individuals, in which case the operator fee and travel time is not required to be paid. During operations in which TowMeUp.com provides a boat driver, and transportation of the vessel to the event, TowMeUp.com assumes the liability for loss of and/or damage to the equipment, relieving the lessee of this obligation.
- Lessee shall not violate any city ordinance or state law with the above noted equipment.
- Lessee shall not sub-let the above equipment or any part thereof, or assign this agreement without the written consent of the Lessor.
- Lessee must not make any alterations or improvements to the above equipment without written consent of the Lessor.
- Lessee agrees to return equipment in clean condition, or to pay a cleaning charge.
- Lessee is responsible for any damage, or loss of the above mentioned equipment. In the event that repairs are required, Lessor agrees to pay all costs up to and including the replacement cost of the equipment. Any damage to the vessel will be deducted from, but not limited to the amount of the damage deposit. (Note * Damage deposit not required if operator is provided by TowMeUp.com).
- Lessee agrees to hold the Lessor harmless for any personal or property damage caused directly or indirectly by or through the use of the above equipment.
- For Rainy, or blown out days, or any event that may cause the scheduled event to be unflyable, TowMeUp.com will charge the travel time to show up, and the event promoter or lessee has the following options: They can cancel the event but will still be responsible to pay the travel time. They can place the boat and operator on standby and have us remain in the area by paying a \$200 per day standby fee. If they elect to proceed with the event the daily rate applies once the boat hits the water.
- TowMeUp.com shall not be liable for events beyond its control, including unco-operative weather conditions, or the malfunctioning or inoperability of the above noted equipment for any reason. Lessee shall make no claims upon TowMeUp.com beyond the refund of the applicable rental fee and 1/2 of the transportation fee.
- If legal action takes place or must be instituted by Lessor, Lessee agrees to pay all costs, expenses and to pay all Attorneys' fees, as the court may affix.

Lessee's Signature _____

Total Rental Rate for the event, including transportation: _____ Less Deposits Received _____

Balance Due _____