

EQUIPMENT RENTAL / EQUIPMENT SALES / EQUIPMENT REPAIR AGREEMENT & TERMS AND CONDITIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Black Hawk Management, Inc. ("Black Hawk") and Customer agree to the following terms and conditions:

1. **"PERSON"; "CUSTOMER":** The term "person" includes natural persons and artificial entities. The term "Customer" includes, but is not limited to, any Applicant/Customer or personal guarantor that has signed a Credit Application and Agreement, and any person who has signed an Equipment Agreement, received an extension of credit from Black Hawk, purchased Equipment or other items from Black Hawk, rented Equipment or other items from Black Hawk; and any person that Black Hawk provided service to or on account of, including but not limited to the repair of Equipment or other items.

2. **APPLICABILITY:** Unless explicitly superseded in a separate writing, this Equipment Rental / Equipment Sales / Equipment Repair Agreement & Terms and Conditions ("Equipment Agreement") applies to and governs all extensions of credit by Black Hawk Management, Inc., all sales made by Black Hawk, all rentals and leases of Equipment or other items for which Black Hawk is the lessor, and all services or repairs provided by Black Hawk. Unless explicitly superseded in a separate writing, Customer acknowledges that initial and subsequent extensions of credit, sales, rentals or leases, and all services or repairs provided to or on account of the Customer, are subject to the terms and provisions in this Equipment Agreement. The terms of this Equipment Agreement are continuing unless terminated pursuant to provisions hereunder.

3. **AUTHORITY TO SIGN:** Any person that signs any contract or agreement with Black Hawk represents and warrants that he/she is of legal age, has the authority/power to do so, and if applicable, has the authority/power to bind his/her/its principal.

4. **TAXES, FEES, LICENSES, PERMITS, AND FINES:** Customer agrees to pay all taxes, fees, license fees, permit fees, or fines arising out of the hiring and use of Equipment. Customer agrees to pay said taxes/fees whether said taxes/fees appear as part of the fact of this Equipment Agreement or any other contract or agreement with Black Hawk, or whether said taxes/fees are later claimed by the governmental authority in the event of a claim by any governmental authority for taxes/fees arising out of a transaction with Black Hawk. Customer agrees to pay to Black Hawk upon demand.

5. **REFUELLING SERVICE CHARGE:** Customer is required to return Equipment with a full tank of fuel. Customer agrees to pay a Refueling Service Charge to the per gallon rate applicable at the time the Customer returns the Equipment.

6. **CLEANING FEE:** Equipment returned to Black Hawk shall be returned in the same condition that it was in prior to being delivered to Customer or otherwise coming into the possession, custody, or control of Customer. Customer shall be responsible for cleaning Equipment prior to returning Equipment to Black Hawk. A Cleaning Fee will be imposed if cleaning is necessary to restore the Equipment to the same condition it was in prior to being delivered to Customer or otherwise coming into the possession, custody, or control of Customer.

7. **METERED EQUIPMENT:** Equipment with an hour meter is subject to a maximum hour limit usage. The standard rental rate allows up to the following hours to accumulate on the hour meter: 1-day rate allows up to 8 hours, 1-week rate allows up to 40 hours, and the 4-week rate allows up to 160 accumulated hours on the meter. Additional hours accumulate in excess of the standard allowable hours will be invoiced accordingly. If you have questions with the hours that you started your rental period with, please contact Black Hawk.

8. **CUSTOMER INSURANCE COVERAGE:** Customer agrees to maintain and carry at its cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement, to cover any damage or liability arising from the handling, transportation, maintenance, operation, possession or use of the Equipment during the entire Rental Period. When requested, Customer shall supply to Black Hawk proof of such insurance by Certificate of Insurance clearly setting forth the insurance coverage for the Equipment and naming Black Hawk as loss payee and additional insured: such insurance and evidence thereof to be in amounts and form satisfactory to Black Hawk. The Certificates of Insurance and policy shall provide that Black Hawk shall receive not less than thirty (30) days' notice prior to any cancellation of the insurance required hereunder.

9. **LIMITED DAMAGE WAIVER:** The Limited Damage Waiver Fee is not insurance. If the Customer elects to pay the optional seven (7%) Limited Damage Waiver Fee at the time of the executing the Equipment Agreement, the Customer will be subject to the following. **In the event the Equipment sustains damage/loss, and Black Hawk in its discretion elects to repair or replace the Equipment, the Customer will not be responsible for additional rental charges or loss-of-use charges while Equipment is being repaired or awaiting replacement.** The Customer shall remain responsible for all costs to repair or replace the Equipment; reference sections # 20, 21, 22, and # 23. If the Customer does not elect to pay the seven (7%) Limited Damage Waiver Fee, the Customer will be responsible for additional rental charges or loss-of-use charges while the Equipment is being repaired or awaiting replacement. **In any event, regardless of whether the Limited Damage Waiver is purchased, Customer remains liable for all costs to repair or replace the Equipment.**

10. **DEPOSIT:** In addition to securing the payment of all sums owed to Black Hawk under the terms of this Equipment Agreement, Customer agrees that any deposit shall be deemed to be a guaranty by Customer of full and complete performance of each and all terms, covenants, and agreements to be performed by Customer, and in the event of any breach by Customer the deposit will be credited against any additional rental charges, fuel charges, fees, damages, cost or expense incurred by Black Hawk as a result of the breach.

11. **RESERVATION POLICY:** All equipment rental reservations require full payment at the time of reservation. In the event the Customer needs to cancel the reservation, the Customer will be provided a full refund if the cancellation is made at least forty-eight (48) hours in advance of the reservation date for Construction and General Tool Rental Equipment or at least two (2) weeks in advance of the reservation date for Party and Event Rental Equipment. All cancellation requests need to be emailed to contact@blackhawkrental.com.

12. **DISCLAIMER OF WARRANTIES: CUSTOMER ACCEPTS THE EQUIPMENT ON AN "AS IS" BASIS. BLACK HAWK MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OF EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. BLACK HAWK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, THAT EQUIPMENT MEETS OR COMPLIES WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF ANY STATE, MUNICIPALITY, OR OTHER JURISDICTION. EXCEPT AS MAY BE SET FORTH HEREIN, BLACK HAWK DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.**

13. **INSPECTION OF EQUIPMENT; SKILL OF CUSTOMER:** Customer acknowledges that Customer has inspected, or has had an opportunity to inspect, the Equipment prior to taking possession thereof and finds it in good working order, without defects, and that it is suitable for Customer's needs. Customer warrants its ability to properly operate and use the Equipment, including the ability to operate and use Equipment in accordance with the terms of this Equipment Agreement.

14. **LOADING/UNLOADING EQUIPMENT:** Customer is responsible for loading and unloading Equipment. If Black Hawk's employees assist in loading or unloading the Equipment, Customer agrees to assume the risk of, and shall hold the Black Hawk and/or its employees harmless for any property damage or personal injuries, including damage or personal injuries attributable to the negligence of the Black Hawk or its employees.

15. **ORDER/REQUEST FOR DELIVERY; DELIVERY & PICK-UP:** The terms of this Equipment Agreement are enforceable upon an oral request or order for the delivery of Equipment made by Customer notwithstanding the absence of a signed Equipment Agreement. Black Hawk will not pick-up equipment until Customer contacts Black Hawk for pick-up. During the phone call, Black Hawk will provide Customer a "call-off" number that confirms that the Equipment was called-off by Customer. If Customer fails to contact the Black Hawk, Customer will be responsible for additional rental charges until the Equipment is called-off. Black Hawk is not responsible for any property damage whatsoever as a result of on-the-job deliveries or pick-ups by Black Hawk.

16. **INSPECTION OF TRAILER/HITCH:** Customer agrees to inspect the Equipment coupling mechanism, pins, safety chains, and other devices and materials used to connect the Equipment to Customer's towing vehicle before leaving Black Hawk's premises. Customer also agrees to inspect the Equipment periodically (every 100 miles), and to maintain Equipment in a safe and secure condition. Black Hawk is not responsible for any damage to Customer's towing vehicle caused by Equipment becoming unattached or Customer improperly backing into Equipment while attempting to connect Equipment.

17. **SECURING EQUIPMENT:** If Black Hawk's employees assist in securing Equipment, Customer agrees to assume the risk of, and shall hold the Black Hawk harmless, any property damage or personal injuries, including damage or injuries attributable to the negligence of the Black Hawk or its employees.

18. **USE AND PROHIBITED USE OF EQUIPMENT; MAINTENANCE; COMPLIANCE WITH LAWS:** This Equipment Agreement authorizes only the Customer and the Customer's agents or employees to use Equipment at the location or address specified in Black Hawk. No other person shall be in possession of or use Equipment without the express written consent of Black Hawk, and Equipment shall not be used at any location or address other than that specified to Black Hawk without express written consent of Black Hawk. Customer warrants that Customer is capable of operating the Equipment for its proper and intended use and in a manner that will not expose any person, property, or the Equipment to risk of harm or damage. Customer shall use Equipment in a careful, proper manner that is consistent with the Equipment's intended use. Customer shall not use Equipment that is in need of maintenance, in an unsafe condition, in poor repair, or in any condition that may expose any person, property, or the Equipment itself to harm or damage. It is Customer's responsibility to inspect Equipment upon Customer's initial possession and prior to each use of the Equipment to ensure that the Equipment can be operated in accordance with the terms of this Equipment Agreement and any applicable federal, state, and local law, including but not limited to statutes, regulations, ordinances, and common law. Customer shall immediately notify Black Hawk if the Equipment is in a condition such that its use is prohibited by the terms of this Equipment Agreement, is in need of repair, maintenance, or is otherwise not in good working condition. Upon notification, Black Hawk shall have the option to replace or repair the Equipment, reduce charges or fees, or terminate the Equipment Agreement. Customer shall use Equipment in compliance and accordance with any applicable guidelines, manuals, instructions and warnings, and shall comply with and conform to all federal, state, and local laws and regulations that relate in any manner whatsoever to the possession, use, or maintenance of the Equipment. Without limiting any other provisions in this Section and in this Equipment Agreement, Customer agrees to clean and visually inspect Equipment on a daily basis by inspecting the following but not limited to: filters, fuel level, fluid levels (Oil, Hydraulic, Battery Water Level, Coolant), track tensioning, tire pressure. Black Hawk is not responsible for any incidental or consequential damages.

19. **PERMITTED AREA OF USE OF EQUIPMENT, NOTICE OF LOCATION, AND INSPECTION BY BLACK HAWK:** Without Black Hawk's written consent, Customer shall not remove the Equipment from the county in which it is rented. The Customer also agrees, whenever requested by Black Hawk, to give Black Hawk the exact location of all the machinery and equipment covered by this Equipment Agreement and further agrees to give Black Hawk immediate notice of any levy attempted upon said Equipment or if said Equipment from any cause becomes liable to seizure. The Black Hawk shall have the privilege at all times of entering any job-site, building, or location where the above Equipment is being used, for the purpose of inspection, and Black Hawk reserves the privilege of removing said Equipment on twenty-four (24) hours' notice if it is being overloaded or taxed beyond its capacity or in any manner being abused or neglected.

20. **EQUIPMENT DAMAGE/LOSS:** Regardless of cause or fault, Customer is absolutely responsible and liable to Black Hawk for all damage/loss to Equipment (including but not limited to: loss or damage due to ordinary/proper/normal use, maintenance or lack thereof, theft, mysterious disappearance, abuse, misuse, neglect, or intentional acts) while deemed to be in Customer's possession, even if the Equipment has been "called-off," unless more than five (5) business days have passed since the "call-off." If Equipment is not delivered to Customer, then Customer is deemed to be in possession of Equipment once Equipment is removed from Black Hawk's property. If Equipment is delivered to Customer, Customer is deemed to be in possession from the time of delivery of the Equipment to the job-site until the Equipment is picked-up by Black Hawk at the job-site when Customer returns Equipment to Black Hawk's property. This Section, and other Sections imposing responsibility or liability onto Customer, shall be interpreted to impose responsibility or liability onto Customer for any damage/loss to Equipment, regardless of cause, fault, or the manner of use of Equipment, while Customer is deemed to be in the possession of Equipment. Customer shall be liable for repair or replacement under this Section irrespective of whether Customer purchased the Limited Damage Waiver.

21. **EQUIPMENT REPAIR:** Customer agrees to be responsible and liable to Black Hawk for any damage/loss to Equipment as set forth in Section 20, including repair or replacement relating to the same, irrespective of the Limited Damage Waiver. All repair or replacement must be completed by the Black Hawk. Equipment damaged beyond repair, as determined by Black Hawk in its sole discretion, will be paid for by Customer at its replacement cost when rented. Accrued charges or fees cannot be applied against the purchase or cost of repair of damaged or lost equipment. If Customer has insurance coverage for damage/loss to Equipment, Customer shall exercise, and shall empower Black Hawk to exercise, all Customer's rights to obtain proceeds or recovery under said insurance, shall cooperate with Black Hawk to obtain proceeds or recovery, and all recovery or proceeds shall be given or assigned to Black Hawk. Customer remains responsible and liable to Black Hawk to the extent that such recovery or proceeds do not entirely defray the amount that Customer is responsible or liable to Black Hawk.

22. **TIRE/TRACK REPAIR OR REPLACEMENT:** Repair or replacement of tires and tracks is the responsibility of the Customer, and is not included in the rental rate.

23. **THEFT OF EQUIPMENT:** The Customer agrees to pay for Equipment (at its current replacement cost when rented) for all types of theft or mysterious disappearance.

24. **REPOSSESSION:** Customer further agrees that in the event of termination of this Equipment Agreement, default of payment, or default of any other term of this Equipment Agreement, Black Hawk has the immediate right to possession of Equipment. Black Hawk may, at the Customer's risk, cost and expense, undertake any means to repossess the Equipment wherever it is located, including but not limited to, entering any premises where the Equipment is located. Black Hawk shall enjoy an absolute privilege and immunity with respect to any trespass to property, trespass to chattels, and conversion.

25. **ENFORCEMENT/COLLECTION COSTS:** Customer agrees to pay, and Black Hawk is entitled to recover, any and all costs and expenses it incurs in exercising or pursuing any remedy available to it, in enforcing any provision of this Equipment Agreement, and in pursuing the recovery or collection of sums owed to it under this Equipment Agreement, including but not limited to, reasonable attorney's fees, court costs, including for service of process. Without limiting the foregoing, Customer agrees to pay, and Black Hawk is entitled to recover, any and all costs and expenses, including reasonable attorney's fees, that are incurred or are reasonably anticipated to be incurred during post judgment collection actions or efforts.

26. **TITLE TO EQUIPMENT REMAINS WITH BLACK HAWK:** The title to the Equipment herein and to all replacements thereof and substitutions hereof is and shall remain with Black Hawk, and said Equipment shall not become a part of any building, by being placed therein or by being annexed thereto. Black Hawk owns the Equipment, and title in and to all of it will remain Black Hawk's at all times. Customer is entitled only to use and possess the Equipment for the Rental Period; subject to the terms of the Equipment Agreement. If Customer retains any of the Equipment beyond the agreed Term without Black Hawk's express written consent, Customer will be deemed to have materially breached this Equipment Agreement. Customer will not take, grant, or permit the taking of any (and Customer hereby waives any and all) liens or other similar claims on any portion of the Equipment, and Customer will take such actions as may be necessary, at Customer's sole cost and expense, to ensure that any and all such liens are released as soon as possible.

27. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT:** Black Hawk may assign its rights and delegate its performance under any contract or agreement made between Black Hawk and Customer without notice or Customer's consent. In the event of an assignment or delegation by Black Hawk, Customer remains bound by the terms of this Equipment Agreement and any other contract or agreement with Black Hawk. Except upon the express written consent of Black Hawk, Customer is prohibited from assigning or delegating any part of this Equipment Agreement or other contract or agreement with Black Hawk. Customer shall not sublease or loan Equipment without Black Hawk's express written consent.

28. **TIME OF RETURN/LATE RETURN/THEFT WARNING:** Customer agrees to return Equipment to the location that it was picked-up from during Black Hawk's regular business hours, upon expiration of any applicable rental period ("Due In" Date & Time). After hours Equipment return is not permitted. Failure to return Equipment upon the expiration of due date and time will be considered a theft or conversion of the Equipment, resulting in reporting of such to proper law enforcement authorities. In addition to applicable rental rates, charges, or other fees, Customer agrees to pay the contracted rental rate for Equipment if returned beyond the expiration of the rental period. Black Hawk retains the discretion to waive or assess a lower fee for late return of equipment. Any extensions of a rental period must be mutually agreed upon in writing.

29. **TIME OF PAYMENT:** All Customer Accounts are due and payable thirty (30) days following the closed (In) date on the Invoice. With respect to past due amounts, a monthly finance charge or late payment charge of one and one-half percent (1.5%) of the past due UNPAID BALANCE will be imposed. A finance charge or late payment charge, as described in this Section, that is accrued or imposed in any given month shall be compounded for purposes of calculating the amount of the finance charge or late payment charge, if applicable, for the following month.

30. **CUSTOMER EQUIPMENT REPAIR:** Customer has thirty (30) days to pick-up Equipment after being notified to do so by Black Hawk. After thirty (30) days, a daily storage fee of \$10.00 will be assessed until Equipment is picked-up. Equipment that is not picked-up within 90 days shall affect a transfer of ownership of the Equipment to Black Hawk without any further notice. In any event, Black Hawk may dispose of Equipment, by sale or otherwise, that is not picked-up within 90 days without further notice.

31. **SPECIAL-ORDER PARTS POLICY:** All Special-Order parts must be paid for in advance of ordering. Customer is responsible for all freight charges. Part returns are subject to the following: Must be returned within thirty (30) days of the invoice date, a 25% restocking fee, Electrical parts and Special-Order parts are not able to be returned, installed parts are not able to be returned, freight charges are non-refundable. Black Hawk reserves the right to reject any and all part return requests.

32. **TERMINATION:** At its sole discretion, Black Hawk may at any time terminate this Equipment Agreement or any other contract or agreement Customer has with Black Hawk by giving Customer thirty (30) days prior written notice of termination. Written notice includes a written communication made through any medium, including but not limited to, the mail, text message, email, or publication. Any and all rights and remedies belonging to Black Hawk, however arising, shall not be affected by termination.

33. **DEFAULT; REMEDIES:** A failure of Customer to comply with, observe, or perform any term or condition of this Equipment Agreement constitutes a default at the time of Customer's failure to comply with, observe, or perform any term or condition of this Equipment Agreement. Black Hawk has the right to demand reasonable or adequate assurance of compliance with or performance of the terms of this Equipment Agreement at any time, and the failure of Customer to provide reasonable or adequate assurance shall constitute a default. Black Hawk may exercise any of its rights, privileges, and may enforce this Equipment Agreement without prior notice or demand, including but not limited to, a notice of default. Upon default, all charges, fees, or sums that Black Hawk is entitled to recover under the terms of this Equipment Agreement shall become immediately due and payable, and Black Hawk shall have the right to exercise any one or more of the following non-exhaustive remedies: (a) terminate this Equipment Agreement; (b) take possession of the Equipment, without demand or notice, wherever the same may be located, without any court order or other process of law; (c) pursue any other remedy at law or in equity. Black Hawk is entitled to recover any and all forms of damages or relief available to it under law for any default. All the costs and expenses incurred by Black Hawk in exercising any remedy available to it, or in taking any action to enforce the terms of this Equipment Agreement or recover or collect sums owed to it under this Equipment Agreement, shall be recoverable by Black Hawk. All rights and remedies of Black Hawk arising under this Equipment Agreement or law are cumulative and may be exercised or sought concurrently or separately. Notwithstanding any action taken by Black Hawk, including but not limited to the termination of this Equipment Agreement, Customer shall be and remain liable for compliance, observance, and performance of the terms of this Equipment Agreement.

34. **CHOICE OF LAW; EXCLUSIVE JURISDICTION:** The laws of the State of Iowa shall govern all aspects of this Equipment Agreement, including but not limited to, its validity, its interpretation, and its enforcement. The Iowa District Court in and for Black Hawk County shall retain exclusive jurisdiction to enforce the terms of this Agreement and decide any claims or disputes which may arise from, result from, or be connected with this Agreement, any breach or default hereunder, or the transactions contemplated hereby. Any and all claims, action, causes of action and proceedings related to the foregoing shall be filed and maintained only in the Iowa District Court in and for Black Hawk County, and Customer consents to and submits to the jurisdiction of the Iowa District Court in and for Black Hawk County.

35. **SEVERABILITY:** All of the provisions of this contract are distinct and severable, and if any provision shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other provision or portion of this contract.

36. **HOLD HARMLESS; INDEMNIFICATION:** The Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment by Customer, and will take all precautions necessary to protect all persons and property from injury or damage from the Equipment. Customer shall hold harmless, indemnify, and defend Black Hawk from any and all liability, loss, or damage whether the liability, loss, or damage is caused by, or arises out of, the Black Hawk's failure to perform its obligations under this Equipment Agreement or the negligence of Black Hawk or of its agents or employees.

37. **LIMITATION OF LIABILITY:** Black Hawk's liability for any claim of any nature, including for Black Hawk's own failure to perform or wrongdoing, shall not exceed the amount of the charges or fees actually paid by Customer, and under no circumstances shall Black Hawk be liable for special, indirect, or consequential damages.

38. **OTHER PROVISIONS:** (a) Any failure of Black Hawk to insist upon strict performance by Customer of any terms and conditions of this Equipment Agreement shall not be construed as a waiver of Black Hawk's right to demand strict compliance; (b) Customer has carefully reviewed this Equipment Agreement and waives any principle of law which would construe any provision hereof against Black Hawk as the draftsman of this Equipment Agreement; (c) Black Hawk reserves the right without penalty or obligation to suspend any of its obligations or performance under this Equipment Agreement due to events or circumstances that it deems to render performance impracticable, including but not limited to, the acts or conduct of third parties, labor or transportation interruption, fires, floods, or Acts of God; (d) time is of the essence in the performance of the terms of this Equipment Agreement.

39. **OTHER PROVISIONS:** (a) Any failure of Customer to insist upon strict performance by Customer of any terms and conditions of this Rental Contract shall not be construed as a waiver of Customer's right to demand strict compliance; (b) Customer has carefully reviewed this Rental Contract and waives any principle of law which would construe any provision hereof against Customer as the draftsman of this Rental Contract; (c) Should any provision of this Contract be deemed invalid or void, that section alone shall be stricken from the Rental Contract and the remaining portions of the Contract shall be deemed valid and shall be construed against both parties; (d) The Customer reserves the right without penalty or obligation to suspend shipments of Equipment or materials covered by this Agreement in the event of strikes, labor or transportation interruption, accident to plant or equipment, fire, floods, acts of God, or other contingencies beyond the control of the Customer.

40. **ADDITIONAL CHARGES; USE OF CARD-ON-FILE:** Customer authorizes Black Hawk the right to utilize the Customers payment method on-file to obtain payment for charges or fees incurred by the Customer, including but not limited to: Equipment Rental, Equipment Repair, Fuel, Cleaning Fees, and Traffic/Toll Fees. This written Equipment Agreement represents the entire agreement between Customer and Black Hawk. Customer acknowledges and agrees that modifications are required to be in writing, must specifically identify the specific provisions of this Equipment Agreement that is being modified, and must be signed by Black Hawk. No communications or statements of Customer that are inconsistent with this Equipment Agreement are effective, binding, or enforceable.

42. **BINDING EFFECT:** This Equipment Agreement shall be binding upon Customer for all transactions with Black Hawk unless explicitly superseded in writing. This Equipment Agreement is binding on Black Hawk, Customer, and their successors and assigns. The Customer's obligations under this Equipment Agreement are continuing and irrevocable, survive the Customer's incapacity or death, and are enforceable against Customer's estate, representatives, distributees, and heirs. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

A LARGER FONT COPY OF THE AGREEMENT & TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST.