

Short Term Lease Agreement

Owner (Benco Leasing, LLC) leases vehicles to customer subject to the terms and conditions of this agreement and in consideration thereof customer agrees to the following:

1. RESPONSIBILITY FOR PAYMENT DEFINITIONS

This agreement consists of all the conditions on this page and the reverse side, whether printed or written. "Customer" means person(s) signing this Agreement and any other party to whom the charges incurred are billed, with Owner's consent, at the express direction of such party of the person signing this Agreement. Both being jointly and severally liable for such charges "vehicle" means the truck, tractor or trailer identified in this Agreement and all tires, tools, accessories and equipment attached thereto or contained within.

2. TERMS OF AGREEMENT

This Agreement commences at the time indicated in the "Time Out" section on the reverse side and shall continue until Vehicle has been returned to Owner at the agreed upon location.

3. VEHICLE REPAIRS/WARRANTY DISCLAIMER

Vehicle is Owner's property. This Agreement is a contract for use of the bailed Vehicle only. While Vehicle is on lease to Customer is not Owner's agent for any purpose. Customer may not make or authorize any repair or allow any lien to be placed on the Vehicle without the Owner's consent. Customer acquires no rights other than the right to use Vehicle in accordance with this Agreement. Customer acknowledges that Owner has made no express warranties and disclaims any implied warranties, including those of fitness for a particular purpose and merchantability regarding the Vehicle and that Customer is leasing this Vehicle from Owner "as is".

4. CONDITION OF VEHICLE AT TIME OF LEASE

Customer acknowledges that he (she) has examined the Vehicle and confirms that it is in good condition and repair except as noted on the reverse side.

5. RESPONSIBILITY FOR VEHICLE CONDITION/RETURN/POSSESSION

Customer shall return Vehicle to Owner in the same condition as received, except for ordinary wear to the location where leased or to Owner's location listed on the reverse side before or on the due date specified. If Vehicle has not been returned to such location before or on the due date and Owner thereafter delivers or mails to Customer at an address set forth on the reverse side a demand to return Vehicle to Owner, Owner may repossess Vehicle at any time thereafter

at Customer's expense if Vehicle is illegally parked, or used for an illegal purpose, is apparently abandoned, or is being used in violation of this Agreement. Customer waives prior notice, pre-seizure hearing and judicial process as prior condition to Owner repossession and Owner may enter upon Customer's premises without being liable for trespass for repossession purposes. Owner may issue and circulate theft notices, cause warrants to be issued for the taking into custody of Customer, his (her) agent, partner, or employee, and/or take any other steps which Owner shall reasonably deem necessary to recover Vehicle, if Vehicle is not returned at the time specified or sooner as permitted by this Agreement. In the event of any Vehicle replacement for any reason, Owner may at its option, terminate this Agreement and any replacement vehicle shall be leased under the terms of a new Agreement. Owner has the right to cancel or terminate this Agreement at any time with or without cause and without any liability for so doing, and demand that the Vehicles be returned to the facilities from which they were obtained.

6. PAYMENT AND COMPUTATION OF CHARGES, ERRORS/NO SUBLEASES

Customer shall pay Owner on demand the sum of (A) all charges specified on reverse side, (B) all other sums due under this Agreement, (C) applicable state and local sales, use and gross receipts taxes on the lease, or the amount charged by Owner as reimbursement for taxes paid, third structure ton mileage road use, or similar taxes, (D) Owner costs, including reasonable attorney's fees incurred in collecting payments due from Customer and or gaining custody of Vehicle, (E) all lines penalties, forfeitures, court costs, and other expenses assessed against Owner, arising out of the violation of any law, rule or regulation with respect to Customer's possession, operation or use of Vehicle. Should Customer fail to pay Owner in accordance with this Agreement, Customer agrees to pay Owner a payment charge or delinquent payment until paid at the maximum legal contract rate allowable at 18% annum, whichever is less. Mileage shall be determined by reading factory installed odometer, except in Vehicles equipped with locally installed hubodometer, in which case the reading of the hubodometer shall control. Customer is prohibited from subletting or tripling the Vehicle, nor may this agreement be assigned or pledged by Customer. All charges are subject to final audit, if upon final audit an error is found in an earlier calculation, Customer shall pay the correct charges. If terms other than cash are authorized, Customer agrees to pay the same to Owner, in full within 7 days, each such invoice shall be conclusively presumed to be correct and to have been approved by Customer unless the latter shall protest the same within 5 days after such invoice shall have been mailed or delivered to him (her).

7. CUSTOMER AGREES TO PAY AND INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST AND TO RELEASE OWNER WITH RESPECT TO:

A. Any loss liability, claims, damages, cost and expenses for death or injury to persons or loss or damage to property (i) in excess of the limits of the public liability and property damage insurance provided for herein by Customer pursuant to paragraph (17), and arising out of or caused by the use of Vehicle or (ii) which Owner shall be required to pay as a result of any statutory requirements of insurance and which Owner would not otherwise, pursuant to the terms hereof, be required to pay.

- B. Any and all loss, liability, claims, damages, cost and expenses incurred by Owner or its insurance company because of (i) injury or damage sustained by any occupant of any Vehicle, including without limitation Customer, his employees, agents, or representatives, or (ii) loss or damage to cargo or other property owner by or in the possession of Customers, his agents, employees, or representatives.
- C. All loss, liability, claims, damage, cost and expense resulting from Customer's violation of any term of this Agreement or breach of any warranties made herein.
- D. Loss or damage to Vehicle during the lease period.
- E. All loss or damage including wrecker charges caused by running Vehicle without adequate fluids, running off the highway, becoming stuck, abusive or reckless handling of Vehicle, including mechanical and tire damage.
- F. All loss or damage resulting from loading Vehicle beyond the payload limit, as set forth on the reverse side or on the Vehicle.
- G. All fines or penalties, including forfeiture or seizure, resulting from the use of Vehicle during the term of this Agreement.
- H. All wrecker charges resulting from accidents.
- I. To the extent permitted by law, all costs, less fees and expenses, including attorneys' fees, incurred by Owner, in enforcing any of the provisions hereof in repossessing vehicles and in collecting moneys due Owner hereunder by reason hereof or of any violation by Customer hereof.
- J. The time and any other minimum charge for Vehicle if and as long as it is out of service due to any causes listed in subparagraphs (a) through (i) above.

8. PROHIBITED USES OF VEHICLE

Vehicle shall not be used:

- A. To carry persons for hire or to push any other vehicle.
- B. To carry persons other than drivers or helpers employed by Customer (unless authorized by Owner as listed on reverse side), who shall ride only within the cab, provided the carrying of passengers in the cab does not violate any laws or regulations concerning the carriage of passengers.
- C. To tow any other vehicle except a trailer without passengers, and only then if Vehicle is equipped with a coupling device, such as a hitch or fifth wheel, installed by Owner, and the trailer to be towed is equipped with a compatible coupling device permitting the safe, effective and lawful coupling of the trailer to the towing vehicle. The coupling must be accomplished in a safe, effective and lawful manner.
- D. For the carrying or hauling of explosives or other dangerous articles as defined by regulations promulgated by the U. S. Department of Transportation.
- E. For the transportation of any intoxicating liquors or other contraband.
- F. While Customer or other Authorized Operator is under the influence of intoxicants, hallucinatory drugs, or narcotics.
- G. In any race, text/or contest, if Vehicle is used in any manner or for any of the purposes prohibited by the provisions of this paragraph or in violation of any applicable laws and

regulations or is used for illegal purposes or is obtained from Owner by fraud or misrepresentation, all use is without Owner's permissions.

- H. By any person less than 21 years of age, or not properly licensed.
- I. In violation of the terms of conditions of this agreement.

9. CUSTOMER RESPONSIBILITIES, REFUELING, SERVICE CHARGES, BREAKDOWN EXPENSES

Customer shall:

- A. Indemnify and hold harmless Owner its agents and employees from and against all loss, liability and expense caused or arising out of Customer's failure to comply with the terms of this Agreement.
- B. Return Vehicle with the same amount of fuel as when leased. Customer shall pay to Owner to compensate Owner for its refueling service an additional charge in a sum equal to Owners posted refueling charge at the Owner's location where Vehicle is returned for the number of gallons that the tank(s) is (are) short at the time of return.
- C. Pay for any mechanical damage to Vehicle caused by his (her) failure to maintain adequate engine oil level and pressure and adequate fluid levels (including, but not limited to water and anti-freeze) or by reason of any other neglect or necessary servicing or maintenance of Vehicle while being leased to Customer or under Customer's care, custody or control. Customer will promptly return Vehicle to Owner, all the location and times specified by Owner for any inspection and maintenance which may be required by Owner.
- D. Assume full responsibility for any additional expenses or losses incurred by reason of a breakdown of Vehicle whether or not causing a delay enroute, including, but not limited to storage, forwarding costs and subsistence expense.
- E. Obtain and pay for all tolls or special fees or taxes required by any law or regulation, including but not limited to, trip permits or licenses.
- F. Pay or reimburse Owner for any unauthorized purchases of fuel, repairs, materials and service obtained through use of the Owner fuel stop program or otherwise.
- G. Pay for all towing expenses, if Vehicle becomes stuck in and all expenses incurred to start-up the Vehicle if Customer fails to use and engine heating device and Vehicle is equipped with same.
- H. Where required by law or Owner, complete and submit, immediately upon return of Vehicle to Owner or sooner if required by Owner "driver trip records" ("DTR"), the receipt of which is acknowledged and legible fuel receipt (originals if requested by Owner). If Customer fails to complete and return to Owner said documents, Customer shall pay to Owner as an additional lease charge, the (Road Tax) amount indicated on the reverse side multiplied by the numbers of miles operated hereunder plus any applicable taxes.

10. NO LIABILITY FOR PROPERTY

Owner shall not be liable to loss and or damage to properly left, stored, loaded or transported by Customer or any other person in, or by Vehicle or a service vehicle, whether or not due to the negligence of Owner, its agents and employees, at any time or at any place, including without limitation, any of Owner's garages or locations including any property repossessed in

accordance with this Agreement, Customer and Authorized operator assume all risk of such loss or damage and waive all claims against Owner by reason thereof, and agree to hold Owner, its agents and employees, harmless from and to defend and indemnify them from and against all claims based upon or arising out of such damage.

11. LIABILITY OF OWNER (BENCO LEASING, LLC)

Owner shall not be liable for any indirect, special or consequential damages in connection with or arising out of the use, operation, maintenance, or performance of Vehicle, including any claim related to a Vehicle reservation.

12. USE OF OTHER EQUIPMENT WITH VEHICLE

Where Vehicle is operated by Customer with a trailer or other equipment not covered by this Agreement, Customer warrants that such trailer or other equipment will be in good operation condition, compatible in all aspects with Vehicle, and in full compliance with all laws and regulations covering said trailer or other equipment and Customer shall indemnify Owner and its agents and employees, from and against all loss, liability, and expense resulting from Customer's failure to comply with this foregoing, Customer shall not use or permit the use of the Vehicle in a negligent or improper manner or in violation of any law or so as to avoid any insurance covering the Vehicle or permit the Vehicle to be subject to any lien, charge or encumbrance.

13. PARKING AND TRAFFIC VIOLATIONS

Customer shall pay all parking and traffic violations, fines and penalties and agrees to pay, indemnify and hold Owner harmless in the event Owner pays such fines and penalties on behalf of Customer and to reimburse Owner for all its collection and other expenses related to same. Customer authorizes Owner in connection with claimed violations of parking or traffic laws, to release to the governmental agency having jurisdiction thereof any information related to Customer which Owner has in its possession.

14. LEASE OR OTHER OWNER AGREEMENTS

If Vehicle is provided to Customer as a substitute replacement ore additional vehicle pursuant to a Full Service Lease Agreement or Truck Lease Service Agreement or other Owner Agreement, the terms of the latter shall supersede those of this Agreement.

15. WAIVE MODIFICATION OF TERMS

No terms or conditions of this Agreement may be waived or modified as to Owner except by a written instrument signed by Owner's authorized representative.

16. CUSTOMER PROVIDED INSURANCE

A. **Liability Insurance.** Customer agrees to provide auto liability insurance from an insurer approved by Benco Leasing, LLC, for the Vehicle with a standard form automobile liability insurance policy, with Benco Leasing, LC, named as additional insured, covering all risks of loss or damage to persons or property arising out of the ownership, maintenance, use or operation of the Vehicle during the lease, regardless of fault. The limits of this insurance will not be less than \$1,000,000.00. For all bodily injury or property damage arising from any one accident or such higher limits as Benco Leasing, LLC may require. Customer agrees to provide Benco Leasing, LLC, with a certificate of insurance evidencing the required coverage

and limits of liability before using the Vehicle. Benco Leasing, LLC, will be notified in writing 30 days prior to change or cancellation of such insurance. Customer agrees to release indemnify and hold harmless Benco Leasing, LLC, and Benco Leasing, LLC's insurance harmless from and against any and all expenses (including attorney fees), damages, and or liability arising out of the ownership, maintenance, use or operation of the Vehicle (even if due to Benco Leasing, LLC's fault or negligence) which are (i) in excess of the limits of liability under this liability insurance, (ii) excluding from coverage under this liability insurance or (iii) not otherwise covered under this liability insurance. If any applicable state law requires Benco Leasing, LLC, to extend liability insurance, such insurance coverage by Benco Leasing, LLC, will be limited to the statutory compulsory or financial responsibility minimum limits and will be excess of (i) that insurance Customer or Customer's insurance carrier has agreed to provide, and (ii) any insurance coverage that any insurer provides (other than Benco Leasing, LLC's insurer). Customer acknowledges that the rental rate provided the customer is partly a function of the Customer's provision of such insurance with complete coverage and indemnification of Benco Leasing, LLC.

- B. **Physical Damage Insurance.** Customer agrees to provide physical damage insurance from an insurer approved by Benco Leasing, LLC covering collision, comprehensive, fire and theft for all Vehicles leased by customer from Benco Leasing, LLC, and shall name Benco Leasing, LLC as loss payee. Customer agrees to provide Benco Leasing, LLC with a certificate of insurance, evidencing the required coverage before using the Vehicle. Benco Leasing, LLC will be notified in writing 30 days prior to change or cancellation of such insurance.
- C. **Insurance Waiver of Subrogation.** Customer will cause each insurance policy obtained in accordance with this section to provide for the insurer to waive all rights of recovery against Benco Leasing, LLC and its insurers in connection with any damages covered by such policies.

This agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

If any term, condition, clause or provision of this agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this agreement and in all other respects, this agreement shall be valid and continue in full force, effect and operation.

Customer agrees to indemnify Owner and its insurer against all claims, losses, causes of action and expenses, including reasonable attorney fees and legal expenses arising from the use, maintenance and operation of the Vehicle.