

PULL-HEAD RENTAL AGREEMENT

This Equipment Rental Agreement ("Agreement") is made and entered into by and between Underground Solutions, Inc. ("Company") and the customer ("Customer") named on Exhibit 1 to this Agreement, which is hereby incorporated into, and made part of, this Agreement. The date of this Agreement is set forth on Exhibit 1.

1. **Pull-Head Rental.** Customer hereby leases from Company the pull-head(s) and related equipment identified on Exhibit 1 (collectively, the "Equipment"). As consideration therefore, Customer shall pay the Pull-Head Rental Fee and the Weekly Rental Rate in the amounts set forth on Exhibit 1. The Pull-Head Rental Fee shall be due upon Customer's execution of this Agreement and shall be paid via credit card as set forth in Section 7 below. Company shall deliver the Equipment to the shipping address specified in Exhibit 1 ("Shipping Address"). Commencing on the eighth day after such delivery, the Weekly Rental Rate will be charged for each seven-day period (or portion thereof), until the Equipment is received at the Equipment Return Address specified on Exhibit 1 (the "Return Address"). This Agreement shall apply to all Equipment leased by Customer from Company and Company may, from time to time, modify, supplement and amend Exhibit 1 to reflect the lease or return of Equipment by Customer under this Agreement. Customer will be responsible for any sales, use or similar taxes imposed on the rental of the equipment. Any such taxes which are assessed against and paid by Company will be charged to Customer's credit card as provided in Section 7.
2. **Freight.** Customer is responsible for freight costs of the Equipment to and from Customer. Company will charge Customer's credit card (see Section 7) for actual freight charges as incurred by Company.
3. **Title to Equipment.** Title to the Equipment shall remain at all times with Company. No title or right to the Equipment shall pass to the Customer, except the rights herein expressly granted.
4. **Maintenance and Alterations.** Customer shall keep the Equipment in good condition and working order and shall only use the Equipment for its intended purpose. Customer shall not change or alter the Equipment without Company's prior written consent.
5. **Term and Termination of Agreement.** This Agreement shall continue in full force and effect until (a) the Equipment is returned by Customer to Company at the Return Address, (b) the Equipment is purchased by Customer on terms mutually acceptable to Customer and Company, or (c) Company provides ten (10) days' advance written notice of the termination of this Agreement. Upon termination of this Agreement (other than pursuant to clause (b) above), Customer will immediately return the Equipment in good condition and working order to Company, at Customer's cost and expense. Notwithstanding the termination of this Agreement, Customer shall continue to be responsible for its indemnification obligations hereunder and for the payment of all charges and costs incurred hereunder through and after the date of termination.
6. **Liability.** Customer shall be solely responsible for any loss or damage to the Equipment occurring from the time that the Equipment is delivered to the Shipping Address until the Equipment is received at the Return Address. Customer shall also be solely liable for, and shall indemnify and hold Company harmless from and against, all claims arising, directly or indirectly, out of the use or condition of the Equipment, including but not limited to workers' compensation or claims for personal injury or damage to property. With regard to indemnified claims made by any employee of Customer, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by Customer under workers' compensation acts, disability benefit acts or other employee benefits acts. Customer hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to, or loss of, the Equipment from any and every cause whatsoever. No such loss or damage shall impair any obligation of Customer under this Agreement, which shall continue in full force and effect. In the event of damage to or loss of the Equipment (or any component thereof), Customer shall pay the total of all unpaid rent payments for the entire Agreement term, plus the market value of the Equipment prior to such loss or damage, in which case this Agreement shall terminate as of the date such payment is received by Company, and title to the subject Equipment shall thereupon pass to Customer.
7. **Payment; Required Credit Card Information.** A valid credit card is required for the rental and other charges contemplated by this Agreement (including payment for the Equipment in the event of loss or damage and freight charges). Customer hereby authorizes Company to charge Customer's credit card to pay for the charges covered by this Agreement. Upon execution of this Agreement, Company will charge the credit card for the Pull-Head Rental Fee. Thereafter, Company will charge Customer's credit card on a monthly basis for the Weekly Rental Rate, and immediately for the final rental charges and all other charges contemplated by this Agreement. Customer hereby certifies that the credit card information provided on Exhibit 1 is true and correct as of the date given and will remain true and correct throughout the term of this Agreement. Customer shall promptly update the information below in the event it changes.
8. **Default.** If Customer defaults in any performance required herein for a period of 10 days, then (i) this Agreement may be terminated by Company without notice, (ii) Company shall have the right to enter Customer's premises or the job site, without notice, and remove the Equipment, and (iii) the Company shall be entitled to pursue any other remedies available to it at law or in equity.
9. **No Waiver.** Waiver of breach or failure to strictly enforce the terms of this Agreement shall not preclude a party from asserting a subsequent or continuing breach or from otherwise requiring strict conformance with the terms of this Agreement.
10. **Warranties.** COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE REGARDING THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUITABILITY, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT, MERCHANTABILITY OR INTENDED USE. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF USE, DIRECTLY OR INDIRECTLY ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DUE TO ANY FAILURE OF THE EQUIPMENT OR ANY ACT OR OMISSION OF COMPANY.
11. **Entire Agreement.** This Agreement together with Exhibit 1 constitutes the entire agreement between the parties on the subject matter contained herein. This Agreement supersedes all prior oral or written agreements between the parties. Except as expressly provided in Section 1 above, this Agreement may only be amended in a writing signed by both parties. This Agreement will be governed by the laws of the State of California without reference to its choice of laws provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth in Exhibit 1.

Customer Company Name	UNDERGROUND SOLUTIONS, INC.
Customer (Printed)	Eric C. Davis
Signature	Signature
Date	Date
Title	Vice President of Operations Title

EXHIBIT 1 TO PULL-HEAD & HARDWARE RENTAL AGREEMENT

Billing Info:	Pull-Head Shipping Info: (MUST BE FILLED OUT)
Agreement Date:	PH Contact Name:
Customer Contact:	PH Contact Phone Number:
Company:	PH Contact Email:
Street Address:	Address:
Suite Number:	
City/State/Zip:	City/State/Zip:

	Equipment Description	Qty	Serial Number	Pull-Head Rental Fee	Weekly Rental Rate (after 1st Week)	Market Value	Projected Return Date
1	__" Pull Head w/Hardware						
2							
3							
4							
5							

Credit Card Information:	
Credit Card Number	_____
Security Code	_____
Expiration Date	_____
Name as it appears on Credit Card	_____
Card Type	<input type="checkbox"/> Mastercard <input type="checkbox"/> Visa <input type="checkbox"/> American Express

Payment Address: Underground Solutions, Inc. 13135 Danielson Street Suite 201 Poway, CA 92064	Equipment Return Address: Warrendale Office
	920 Brush Creek Road Warrendale, PA 15086 Phone: (724) 353-3000 Fax: (724) 353-3020

Notes:
UGSI Proposal #
UGSI Project #
BEFORE RETURNING, CLEAN AND SEPARATE PULL HEAD FROM INSERTED PVC PIPE
HARDWARE INCLUDES: (Bolt(s) and Pull Head Nuts)
***Signer is responsible for any freight costs to and from project.
No pull head will be delivered without a signed agreement