

SAGUARO LIFT TERMS AND CONDITIONS



DEFINITIONS

"Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who are properly trained to use the Equipment and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of its representatives, agents, officers, employees or anyone signing this Contract on its behalf.

"Environmental Fee" is the charge described in Section 16.

"Equipment" is the equipment and/or services identified earlier, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented.

"Incident" is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. Equipment is considered

"Lost" when it is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days.

"MSLP" is the Equipment manufacturer's suggested list price on or about the date of the Incident relating to the Equipment.

"One Shift," means not more than 8 hours per day and 40 hours per week.

"Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use.

"Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by SAGUARO LIFT during normal business hours, provided Customer has otherwise complied with this Contract.

"RPP" is the rental protection plan described in Section 10.

1. TERMS

Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. All of the terms herein are incorporated into this and all past and future contracts between SAGUARO LIFT and Customer upon Customer's receipt of SAGUARO LIFT's Equipment under those contracts. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. Customer rents the Equipment from SAGUARO LIFT pursuant to this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of SAGUARO LIFT and (b) shall not be affixed to any other property.

2. PERMITTED USE

Customer agrees that SAGUARO LIFT has no control over the way the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer shall inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety equipment or instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes SAGUARO LIFT to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify SAGUARO LIFT if the Equipment is Lost, damaged, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from SAGUARO LIFT all information needed or requested regarding the operation of the Equipment; (e) SAGUARO LIFT is not responsible for providing operator or other training unless Customer specifically requests in writing and SAGUARO LIFT agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only Authorized Individuals shall use and operate the Equipment; (g) the Equipment's use shall be in a careful manner, in compliance with all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

3. PROHIBITED USE

Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operating or safety equipment or instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without SAGUARO LIFT's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic); or (e) allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

4. MAINTENANCE

Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by SAGUARO LIFT or its agents, but SAGUARO LIFT has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If SAGUARO LIFT determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges and rental of the Equipment until the repairs are completed. SAGUARO LIFT has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants SAGUARO LIFT and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. SAGUARO LIFT shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for SAGUARO LIFT's breach of this Section. Notwithstanding SAGUARO LIFT's service commitment, SAGUARO LIFT shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges

5. CUSTOMER LIABILITY

DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.

After an Incident, Customer shall (a) immediately notify SAGUARO LIFT, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until SAGUARO LIFT or its agents investigate; (c) immediately submit copies of all police or other third party reports to SAGUARO LIFT; and (d) as applicable, pay SAGUARO LIFT, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the MSLP or (ii) the full charges of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. SAGUARO LIFT shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident

6. NO WARRANTIES

SAGUARO LIFT does not design or manufacture the Equipment and is not the agent of those that do. SAGUARO LIFT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SAGUARO LIFT RENTAL ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SAGUARO LIFT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF SAGUARO LIFT'S OBLIGATIONS HEREIN.

7. RELEASE AND INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SAGUARO LIFT RENTAL ENTITIES HARMLESS AND AT SAGUARO LIFT'S REQUEST, DEFENDS SAGUARO LIFT ENTITIES (WITH COUNSEL APPROVED BY SAGUARO LIFT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF, ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

8. INSURANCE

During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof, unless RPP is elected and paid for at the time of rental; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name SAGUARO LIFT and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for SAGUARO LIFT to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide SAGUARO LIFT with certificates of insurance evidencing the coverages required above prior to any rental and any time upon SAGUARO LIFT's request. To the extent SAGUARO LIFT Entities carry any insurance, SAGUARO LIFT Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

9. RENTAL PROTECTION PLAN

Customer's repair or replacement responsibility in Sections 5 and 6 is modified by the RPP and SAGUARO LIFT shall limit the amount SAGUARO LIFT collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment: (a) 10% of the MSLP for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by SAGUARO LIFT or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions are satisfied and an Exclusion does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to SAGUARO LIFT or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to SAGUARO LIFT for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to SAGUARO LIFT); (C) due to floods, wind, storms, earthquakes or other Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee. THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THE CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING OR MADE OTHER CONTRACTUAL ARRANGEMENTS. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, SAGUARO LIFT retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. SAGUARO LIFT shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign SAGUARO LIFT all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to SAGUARO LIFT whatever documents are required and take all other necessary steps to secure in SAGUARO LIFT such rights, at Customer's expense.

10. RENTAL RATES

The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to SAGUARO LIFT; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys and RPP; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) a Environmental Fee and (ix) Transportation Surcharge. The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. SAGUARO LIFT collects these fees as revenue and uses them at its discretion.

11. PAYMENT

Customer shall pay amounts due, without any offsets, in full at the time of rental, unless SAGUARO LIFT approves Customer's executed credit application (credit customers must pay, upon receipt of SAGUARO LIFT's invoice). Customer must notify SAGUARO LIFT in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At SAGUARO LIFT's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required, and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate SAGUARO LIFT for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes SAGUARO LIFT to charge the credit card all amounts shown on this Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

12. RETURN OF EQUIPMENT

SAGUARO LIFT may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to SAGUARO LIFT in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If SAGUARO LIFT delivered the Equipment to Customer, Customer shall notify SAGUARO LIFT that the Equipment is ready to be picked up at the Site Address. Customer remains liable for any loss, theft, damage to or destruction of the Equipment until SAGUARO LIFT confirms that the Equipment is returned in the condition required herein. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

13. PURCHASES

If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, SAGUARO LIFT sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to SAGUARO LIFT of the full purchase price of the item, SAGUARO LIFT retains title to the item until Customer has paid in full.

14. DEFAULT

Customer shall be in default if SAGUARO LIFT deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon SAGUARO LIFT's demand; or (f) is in default under any other contract with SAGUARO LIFT. If a Customer default occurs, SAGUARO LIFT shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of SAGUARO LIFT's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. SAGUARO LIFT shall not be liable due to seizure of Equipment by order of governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SAGUARO LIFT RENTAL ENTITIES FOR SUCH REPOSSESSION.

15. ENVIRONMENTAL FEE

To promote a clean and sustainable environment, SAGUARO LIFT takes various measures to comply with applicable environmental regulations, as well as with SAGUARO LIFT's own policies. SAGUARO LIFT also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help defray these and other costs, SAGUARO LIFT assesses an Environmental Fee, plus applicable taxes thereon in connection with certain rentals. The Environmental Fee is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that SAGUARO LIFT collects as revenue and uses at its discretion.

16. FUEL

For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Full Option - if Customer returns the Equipment with at least as much fuel as when it was received (most SAGUARO LIFT Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however, these options each allow for the convenience of not refueling.

17. LIMITATION OF SAGUARO LIFT RENTAL'S LIABILITY

IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SAGUARO LIFT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SAGUARO LIFT'S, SAGUARO LIFT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

18. JURY TRIAL WAIVER

IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SAGUARO LIFT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

19. ARBITRATION AGREEMENT & CLASS ACTION WAIVER

AT THE ELECTION OF CUSTOMER OR SAGUARO LIFT RENTAL, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

20. COMPLIANCE WITH EXPORT AND IMPORT LAWS

Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain SAGUARO LIFT's consent prior to taking such action, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

21. GOVERNING LAW

The parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

22. MISCELLANEOUS

This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including SAGUARO LIFT's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by SAGUARO LIFT to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (a) they both have full authority to execute, deliver and perform this Contract and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that SAGUARO LIFT has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to SAGUARO LIFT LLC , a qualified intermediary, as part of Section 1031 exchange, and Customer shall make the payee "SAGUARO LIFT, LLC"