MONTHLY MASTER LEASE AGREEMENT

MASTER LEASE AGREEMENT dated _____ (the "Lease") between MOVING EQUIPMENT RENTAL, INC., whose principal place of business is located at 318 West 86th Street, Bloomington, Minnesota ("Lessor") and _____ ("Lessee").

1. **Property Leased**. The equipment (each a "Leased Item" and collectively the "Equipment") described on each Equipment Order Form executed by Lessor and Lessee ("Order Form"), each of which is incorporated herein and forms a part of this Lease, is leased to Lessee on the terms and conditions stated herein. Order Forms are entered into at the discretion of Lessor. Each Order Form shall be in the form prescribed by Lessor and, upon the execution and delivery thereof, shall constitute a part of this Lease to the same extent as if the provisions thereof were set forth in full in this Lease. The terms "Lease," "hereof," "herein" and "hereunder," when used in this Lease, shall mean this Lease and each Order Form executed by the parties hereto.

2. **Term**. The term of this Lease commences upon the date hereof and terminates one year later. This Lease automatically renews for successive one year terms unless 30 days prior to the termination of this Lease either party provides the other party with 30 days notice of its intent to cancel this Lease. No notice of termination may be revoked without prior written consent of the other party. The lease term for the Equipment described on each Order Form commences on the day both parties execute the Order Form and continues for one month (the "Initial Term"); provided, however, if Lessee fails to return each Leased Item by noon on the date following the expiration date of the Initial Term, the Lease will automatically renew for successive one month terms until Lessee returns the Equipment or notifies Lessor that the Equipment is lost and pays the replacement cost of the Equipment ("Equipment Lease Term"). If, upon termination of the Equipment Lease Term, Lessee fails or refuses to return and deliver possession of any Leased Item to Lessor within three business days, in addition to all other rights and remedies available to Lessor, Lessee shall be liable to Lessor for all rent on each Leased Item until its return and for direct and consequential damages Lessor may suffer.

3. Rent. Lessee shall pay rent on a monthly basis during the Equipment Lease Term at the monthly rates stated on each Order Form. **THE FIRST RENT PAYMENT IS DUE AND PAYABLE AT THE TIME THE EQUIPMENT LEAVES LESSOR'S WAREHOUSE. If Lessee retains the Equipment longer than the Initial Term, the rent payment for each successive term is due and payable on the first day of each successive term. If Lessee fails to pay the rent at the time the Equipment leaves Lessor's warehouse or if Lessor does not receive rent payments by the seventh day of each successive term, Lessee agrees that the Equipment rental rate will be at Lessor's non-discounted daily rate, which is approximately 50% higher than the monthly rate**. Lessee will not receive a refund in the event the Equipment is returned before termination of the Equipment Lease Term. Lessee's obligation to pay rent is absolute and unconditional and is not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever. Rent payments are due whether or not Lessee receives notice that payments are due. With the exception of the rent due at the time the Equipment leaves the warehouse, all rent shall be paid to Lessor at its address set forth above or as otherwise directed by Lessor in writing. The first rent payment may be paid in person at the warehouse.

4. Collection Charges. If any part of any sum is not paid when due, Lessee agrees to pay Lessor (a) a one-time late charge to compensate Lessor for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of $.015 per dollar of each delayed sum or $15; plus (b) an interest charge after the first month in which the sum is late to compensate Lessor for the inability to reinvest the sum, such interest charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed under applicable law; plus (c) a collection call charge to compensate Lessor for the time and expense in making any call, such collection phone call charge is stipulated and liquidated at $15.50 per collection call; plus (d) a personal visit charge to compensate Lessor for the time and expense of making any visit, such personal visit charge is stipulated and liquidated at $50 per visit; plus (e) a returned-check or non-sufficient funds ("NSF") charge to reimburse Lessor for its time and expense incurred with respect to a check that is returned for any reason including non-sufficient or uncollected funds, such NSF charge is stipulated at the greater of $50 or actual bank charges to Lessor, plus other amounts allowed by law.

5. Care and Use; Surrender of Equipment. Lessee shall maintain the Equipment in good operating condition and appearance, protect the Equipment from deterioration, other than normal wear and tear from responsible use. All alterations, additions or improvements made to the Equipment become part of the Equipment and Lessor's property. Lessee agrees to maintain the Equipment so that it may be removed from the property or building where located without damage. Lessee shall return all Equipment to the warehouse from which it collected the Equipment.

6. Delivery and Acceptance. THE DATE THAT LESSEE PICKS UP EQUIPMENT FROM LESSOR'S WAREHOUSE SHALL BE THE "ACCEPTANCE DATE" OF SUCH EQUIPMENT. Notwithstanding that Lessee shall not have furnished Lessor with a written statement acknowledging delivery and acceptance of the Equipment, Lessee shall, effective as of the Acceptance Date, be conclusively presumed to have acknowledged receipt and unconditional acceptance of the Equipment on any date(s) set forth in the Order Form for the delivery of such Equipment.

7. Risk of Loss. During the Equipment Lease Term Lessee shall bear the entire risk of loss, theft, destruction, disappearance of or damage to any Leased Item (herein "Loss or Damage") from any cause whatsoever. **No Loss or Damage shall relieve Lessee of the obligation to pay rent or of any other obligation under this Lease**. In the event of Loss or Damage, Lessee, shall provide notice of such loss to Lessor and shall pay the replacement cost of any Leased Item and any accrued rent on the Leased Item through the date of payment of the replacement cost. If any Equipment is damaged but repairable, Lessor may repair such Equipment upon return or at the premises of the Lessee and the cost of such repairs shall be paid by Lessee. **Lessor is not responsible for any liability, claim, loss, damage or expense of any kind (including strict liability in tort) caused by the Equipment. Lessor is not responsible for special, incidental or consequential damages.**

Replacement Cost of Lessor's Equipment

Rubber Dolly	$ 60	Panel Cart	$260
Machine Cart	$225	Two-Sided Book Cart	$250
Book Cart	$225	MER Tote Dolly	$ 60
MER Tote	$ 50		

8. Insurance. At any time Equipment is in the control or possession of Lessee, Lessee shall provide, maintain and pay for (a) insurance against the loss, theft, destruction of or damage to the Equipment, for the full replacement value thereof, naming Lessor as a loss payee, and (b) public liability and property damage insurance naming Lessor as an additional insured. All insurance shall be in form and amount and with companies satisfactory to Lessor. Lessee shall give thirty (30) days written notice to Lessor before cancellation or material change of any policy of insurance. Upon Lessor's request, Lessee shall deliver the policies or copies thereof or certificates of insurance, and proof of payment of the premiums therefore to Lessor.

9. Indemnity. Lessee shall and does hereby agree to defend, indemnify and hold Lessor harmless from any and all liability, causes of action, claims, damages, losses, costs or expenses (including without limitation allocated administrative expenses of Lessor), including reasonable attorneys' fees, obligations, liabilities and liens (including any of the foregoing arising or imposed under the doctrines of "strict liability" or "product liability", "negligence" or "tort") arising out of or in any way related to the following: (a) manufacture, purchase, title to, selection, possession, leasing, renting, operation (regardless of where and how and by whom operated), control, loss, damage, destruction, removal, storage, surrender, sale, use, condition (including but not limited to latent and other defects, whether or not discoverable by Lessee), maintenance, delivery and/or return of the Equipment, or by operation of law, excluding however, any of the foregoing resulting from the gross negligence or willful misconduct of Lessor; and (b) Lessee's failure to perform promptly any obligation under this Lease. The indemnities and obligations herein provided shall survive and shall continue in full force and effect notwithstanding the termination of the Lease.

10. Financing Statement. The parties intend this Lease to be a true lease and not a lease intended for security. Lessee agrees to join Lessor in executing Uniform Commercial Code financing statements or other documents reasonably requested by Lessor to evidence Lessor's interest in the Equipment. The filing of UCC Financing Statements is precautionary and has no effect on the characterization of this Lease.

11. Representations and Warranties. Lessee hereby represents, warrants and covenants that with respect to this Lease and each Order Form executed pursuant hereto, there are no actions, suits, or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of the Lessee to perform its obligations under this Lease and each Order Form. Lessor warrants to Lessee that, so long as Lessee is not in default, Lessor will not disturb Lessee's quiet and peaceful possession, and unrestricted use of the Equipment.

12. Disclaimer of Warranties. **LESSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE LESSEE'S FREEDOM FROM INTERFERENCE OR CLAIMS OF INFRINGEMENT WITH RESPECT TO THE LESSEE'S ENJOYMENT OF ITS LEASEHOLD INTEREST IN THE EQUIPMENT, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH EQUIPMENT, AND HEREBY DISCLAIMS THE SAME, IT BEING UNDERSTOOD THAT THE EQUIPMENT IS LEASED TO LESSEE "AS IS".**

13. Assignment and Sublease. **Lessee shall not, without the written consent of Lessor, (a) assign, transfer, pledge hypothecate or otherwise dispose of this Lease, Equipment or any interest therein or (b) sublet or lend Equipment or permit it to be used by anyone other than Lessee.**

14. Default. The occurrence of any one or more of the following Events of Default constitutes a default under this Lease: (a) Lessee's breach of any of the terms herein, including failure to pay rent or other amounts payable by Lessee when due if that failure continues for 5 days after written notice; (b) material inaccuracy of any representation or warranty made by the Lessee in this Lease or other documents provided to the Lessor; or (c) a petition is filed by or against Lessee under any bankruptcy, insolvency or similar legislation.

15. Remedies. Upon the occurrence of any of the above Events of Default, Lessor, at its option, may: (a) levy on the Equipment; (b) declare all rent immediately due and payable; (c) enforce Lessee's performance of the provisions of the applicable Order Form by appropriate court action in law or in equity; (d) recover from Lessee any damages and/or expenses incurred as a consequence of the Event of Default, including expenses for repossession of the Equipment; (e) Lessor may enter on Lessee's premises to remove and repossess the Equipment without being liable to Lessee for damages due to the repossession, except those resulting from Lessor's, its assignees', agents', or representatives' negligence or willful misconduct; (f) require return of all Equipment in Lessee's possession; and (g) pursue any other remedy permitted by law or equity. The above remedies, in Lessor's discretion and to the extent permitted by law, are cumulative and may be exercised successively or concurrently.

16. Notices. All notices relating hereto shall be sufficient if given personally or mailed to the respective party at its address set forth above or on any Order Form, or at such address as said party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

17. Waivers. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a lessee by the UCC or any other law, except for any rights and remedies of Lessee included herein. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in this Lease or which may otherwise limit or modify any of Lessor's rights or remedies under this Lease. No action taken by Lessor or Lessee shall be deemed to

constitute a waiver of compliance with any representation, warranty or covenant contained in this Lease or Order Form. The waiver by Lessor or Lessee of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach.

18. Usury and Related Laws. It is the intention of the parties hereto to comply with all applicable usury laws and similar statutory regulations dealing with maximum interest rates, finance charges or time-price differential (collectively "Usury Laws"); accordingly, it is agreed that notwithstanding any provision to the contrary in this Lease, or in any other documents relating hereto, should it be determined that Usury Laws are applicable to all or any part of this Lease, no such provision of the Lease shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is provided for, or shall be adjudged to be so provided for, then in such event (a) the provisions of this paragraph shall govern and control, (b) neither the Lessee nor its successor or assigns or any other party liable for the payment of the Lessee' obligations under this Lease shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount permitted by law, (c) any such excess which may have been collected shall be, at Lessor's option, either applied as a credit against any unpaid amounts owing under this Lease, or refunded and (d) the effective rate of interest covered by this Lease shall be automatically subject to reduction to the maximum lawful rate allowed under the applicable Usury Laws.

19. Survival of Obligations. All agreements, obligations, representations and warranties contained in this Lease or any document delivered in connection with this Lease are for the benefit of Lessor and any assignee of Lessor and shall survive the execution, delivery, expiration or termination of this Lease.

20. Acceptance. This agreement shall not be effective unless accepted by Lessor at its place of business in Minneapolis, Minnesota.

21. Miscellaneous. This Lease is governed by the laws of the State of Minnesota without regard to conflicts of laws principles. This Lease constitutes the entire agreement between the parties and supersedes all prior oral and written statements of any kind whatsoever made by either party or their representatives. Any waivers or amendments, to be effective, must be in writing, signed by both parties. If any one or more of the provisions of this Lease is for any reason held invalid, illegal or unenforceable, the remaining provisions of this Lease will be unimpaired, and the invalid or unenforceable provision replaced by a mutually acceptable valid, legal or enforceable provision that is closest to the original intent of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers or representatives as of the date first above written.

_____ **MOVING EQUIPMENT RENTAL, INC.**
Print Lessee's Name (Company Name)

Name_____ By_____

_____ Its_____
Print Name of Signatory

Title _____

The performance of Lessee's obligations under the terms of this Lease is guaranteed by

_____ _____
Print Name Signature