AZ Corp. Commission

04454014

JODI JERICH
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

Date **July 24, 2013**

MATRIX LAND DEVELOPMENT, INC
5301 N PIMA #130
SCOTTSDALE, AZ 85250

Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on **07/22/2013** as agent for **MATRIX LAND DEVELOPMENT, INC**:

Case caption: **AHERN RENTALS, INC** v. **MATRIX LAND DEVELOPMENT, INC,**
Case number: **CV2013-009257** Court: **MARICOPA COUNTY SUPERIOR COURT**

- ☒ Summons
- ☒ Complaint
- ☐ Subpoena
- ☐ Subpoena Duces Tecum
- ☐ Default Judgment
- ☐ Judgment
- ☐ Writ of Garnishment
- ☐ Motion For Summary Judgment
- ☐ Motion for
- ☐ Other

Sincerely,

Lynda B. Griffin
Custodian of Records

Initials **ML**
File number **-1146791-9**

Rec08.doc
Rev 10/09

ARIZONA CORPORATION COMMISSION

CERTIFICATION OF SERVICE ACCEPTED AND OF MAILING

Date: **July 24, 2013**

I, **MARY LEE** am an employee of the Arizona Corporation Commission ("ACC").

I hereby certify that on the **22ND** day of **JULY**, **2013**, I accepted on behalf of the ACC service of the following documents upon the ACC as agent for **MATRIX LAND DEVELOPMENT, INC.**

Case caption: **AHERN RENTALS, INC** v. **MATRIX LAND DEVELOPMENT, INC,**

Case number: **CV2013-009257**

Court: **MARICOPA COUNTY SUPERIOR COURT**

- ☒ Summons
- ☒ Complaint
- ☐ Subpoena
- ☐ Subpoena Duces Tecum
- ☐ Motion for Summary Judgment
- ☐ Motion for
- ☐ Other
- ☐ Default Judgment
- ☐ Judgment
- ☐ Writ of Garnishment

I declare and certify under penalty of perjury that the foregoing is true and correct.

Executed on this date: **July 24, 2013**

(Signature) Mary Lee

1300 WEST WASHINGTON, PHOENIX, ARIZONA 85007-2929
www.azcc.gov - 602-542-3026

ARIZONA CORPORATION COMMISSION

I, **MARY LEE**, am an employee of the Arizona Corporation Commission ("ACC").

I hereby certify that on the **23RD** day of **JULY**, 2013, I placed a copy of the above listed documents in the United States Mail, postage prepaid, addressed to

MATRIX LAND DEVELOPMENT, INC

at its last known place of business as follows:

5301 N PIMA RD #130
SCOTTSDALE, AZ 85250

OR

I hereby certify that I was unable to mail the above listed documents to

because that entity is not a registered corporation or limited liability company in the State of Arizona, and the Arizona Corporation Commission has no record of its known place of business.

I declare and certify under penalty of perjury that the foregoing is true and correct.

Executed on this date: **July 24, 2013**

(Signature)_____ Mary Lee

Rec07.doc
Rev 10/09

RAVEN, CLANCY & McDONAGH, P.C.
182 NORTH COURT AVENUE
TUCSON, AZ 857021
520-628-8700

Dennis J. Clancy SBN: 011425
dclancy@ravlaw.com

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

Plaintiffs AHERN RENTALS, INC. **Defendants** MATRIX LAND DEVELOPMENT, INC.; CORPORATIONS 1-10,	No. CV 2013-009257 **CIVIL SUMMONS**	Assigned to:

THE STATE OF ARIZONA to the above-named Defendant:

I A lawsuit has been filed against you.

II If you do not want a Judgment taken against you for the relief demanded in the accompanying Complaint, you must file a Response in writing in the Office of the Clerk of the Superior Court, 201 West Jefferson, Phoenix, Arizona, accompanied by the necessary filing fee. A copy of the Response must also be mailed to the plaintiff/ attorney whose name appears above.

III The Response must be filed within TWENTY DAYS, exclusive of the date of service, if served within the State of Arizona, or within THIRTY DAYS, exclusive of the date of service, if served outside the State of Arizona.

IV This is a legal document. If you do not understand its consequences, you should seek the advice of an attorney.

WITNESS My Hand and the Seal of the Superior Court.

DATED:

COPY

CLERK OF THE SUPERIOR COURT

JUL 03 2013
MICHAEL K. JEANES, CLERK
K. KEE

By_____
Deputy Clerk

REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE COURT BY PARTIES AT LEAST 3 WORKING DAYS IN ADVANCE OF A SCHEDULED COURT PROCEEDING.

RAVEN, CLANCY & McDONAGH, P.C.
182 NORTH COURT AVENUE
TUCSON, AZ 85701
(520) 628-8700

DENNIS J. CLANCY (SBN 011425)
dclancy@ravlaw.com
Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

AHERN RENTALS, INC., a Nevada corporation, Plaintiff, v. MATRIX LAND DEVELOPMENT, INC., an Arizona corporation; CORPORATIONS 1-10, Defendants.	NO. CV2013-009257 **COMPLAINT**

Plaintiff Ahern Rentals, Inc. ("Ahern"), through their attorneys, Raven, Clancy & McDonagh, P.C., and for its Complaint, alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is a Nevada corporation, doing business in Arizona.

2. Defendant Matrix Land Development, Inc. ("Matrix"), is an Arizona corporation doing business in Arizona.

3. Defendants Corporations 1 - 10 are Arizona or foreign corporations doing business in Maricopa County, Arizona, or that have caused events to occur in Arizona out of which claims alleged herein have arisen.

4. On October 29, 2012, Matrix entered into an open account with Plaintiff and incurred charges on this account through July 1, 2013. A true and correct copy of the Rental Out Contract is attached hereto and incorporated herein as Exhibit "A". A true and correct copy of the Rental Invoice pertaining to the Rental Out Contract is attached hereto and incorporated herein as Exhibit "B".

5. That all conditions precedent of said contract have been performed or have occurred.

6. Defendant Matrix has failed to make full payment on the account.

7. Defendant Matrix has failed to perform under the contract.

8. Because of the nonperformance of Defendant Matrix, Plaintiff has suffered damage and loss of revenue.

9. Pursuant to the Rental Out Contract, Ahern as a prevailing party would be entitled to attorneys' fees.

WHEREFORE Plaintiff requests this Court to enter judgment against Defendant(s) awarding Plaintiff:

A. The sum of $11,882.14, plus interest pursuant to the contract of 2.0% per month until paid.

B. Pre-judgment interest of 2.0% per month from August 1, 2013.

C. Plaintiff's attorneys' fees in an amount which the Court shall deem just and reasonable, but in the event of default, no less than $1,000.00.

D. An award of Plaintiff's costs incurred herein.

E. Post judgment attorneys' fees and costs associated with collection attempts.

///

///

F. Such other relief as this Court deems just and proper.

RESPECTFULLY SUBMITTED this 2 day of July 2013.

RAVEN, CLANCY & McDONAGH, P.C.

By _____
Dennis J. Clancy
Attorneys for Plaintiff

DJC\kal\ 8185-247 \July 1, 2013 11:58am
Complaint.wpd

SEND PAY O:

[illegible]
PO BOX [illegible]
LAS [illegible] 89127-1340
TEL: 702-362-0622
FAX: 702-966-4[illegible]

RENTAL OUT CONTRACT

CUSTOMER ASSISTANCE:

[illegible] X
2403 S BLACK CANYON HWY
[illegible] AZ 85009-6567

TEL: 602-253-5438
FAX: 602-253-7619
[illegible] - FRI 6:00-5:00
[illegible] CLOSED
[illegible] CLOSED

[illegible]
[illegible]
[illegible]

[illegible] 6:00 AM
[illegible] 6:00 AM
[illegible] 8:8686 2 RAINT
[illegible]
[illegible]
[illegible] HTLERS

Job Site:
[illegible]
[illegible]
[illegible]

[illegible]

Qty	Equipment	[illegible]	[illegible]	[illegible]	4 Week
1	[illegible]	[illegible]	[illegible]	[illegible]	2135.00

[illegible]
[illegible]
CUSTOMER [illegible] [illegible] DOOR

[illegible]

Qty	[illegible]	[illegible]	[illegible]	Price
1	[illegible]			
	[illegible]	[illegible] NORMAL	[illegible] AM	55.00
	[illegible]	[illegible]		55.00
	[illegible]	[illegible]		

IF THE EQUIPMENT DOES NOT WORK PROPERLY NOTIFY CUSTOMER ASSISTANCE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES OR REPAIRS

X [illegible]

[illegible]

EXHIBIT "A"

TERMS AGREED TO IN THIS CONTRACT

1. ***Prohibited Uses.*** Ahern Rentals Inc., Lessor, hereby rents to the Customer named on Page 1 ("Lessee") the Equipment described on Page 1 subject to all the terms and provisions contained in this Rental Contract and Lessee agrees that in no event shall the Equipment be used, operated or driven (1) for transportation of any person other than the carrying of the operator of the Equipment as required in order to operate the Equipment per its intended use; (2) in any competitive event; (3) to push any vehicle; (4) outside the continental United States or Canada; (5) at other than authorized locations; or (6) in any illegal pursuit or manner. As defined herein, "Equipment" means any truck or car identified in this Rental Contract and all tires, tools and accessories attached thereto or contained therein, as well as any rental equipment other than a vehicle identified in this Rental Contract along with all tires, tools and accessories attached thereto or contained therein, or included to make up a usable unit.

2. ***Return of Equipment.*** Lessee will return the Equipment to Lessor's address on the date shown on Page 1, or earlier if reasonably demanded by Lessor, together with all tires, tools and accessories in the same condition as when received, except for ordinary wear and tear. Lessor may demand the return of the Equipment at any time for any reasonable reason. If, in Lessor's reasonable discretion, such demand might not be complied with, Lessor may repossess the Equipment and terminate this Rental Contract without any liability for any loss or damage which may be sustained as a result of such demand, termination or repossession. Lessee acknowledges and agrees that any misstatement of material fact made by Lessee or Lessee's giving of false identification, address, telephone number, fictitious name or any other breach of any provision of this Rental Contract will authorize Lessor to repossess the Equipment by use of any lawful means. Failure, refusal or neglect by Lessee to return the Equipment within seventy-two (72) hours after required to do so, or the presenting of false or misleading identification to the Lessor shall be *Prima Facie* evidence of Lessee's intent to commit larceny. If Lessor institutes suit to recover possession of the Equipment or to enforce any term of this Rental Contract or to collect any sums of money, damages, or costs from Lessee herein, Lessee shall pay all costs and reasonable attorneys' fees and collection costs incurred by Lessor. Lessee is responsible for ground engaging tools (bucket teeth, cutting edges, etc.) Equipment is furnished with ground engaging tools in a serviceable condition and must be returned in like condition. Lessee shall be invoiced for replacement or repair costs for damaged engaging tools, tire cuts, separations, punctures, bruises, and excessive tire wear due to job site conditions.

3. ***Damages.*** In the event not covered by Lessee's insurance as required by this Rental Contract, Lessee agrees to be responsible for all theft, damage and loss resulting, except for ordinary wear and tear, from Lessee's use or possession of the Equipment, and agrees to pay Lessor the replacement cost for the Equipment. Lessee expressly acknowledges that neither Lessee nor any other person operating the Equipment may leave the ignition key in the switch while the Equipment is unattended. Lessee assumes the sole responsibility for proper and safe storage and protection of the Equipment during the term of this Rental Contract. Notwithstanding the foregoing, Lessee shall be liable for all damages to the Equipment and for all other claims if Lessee uses, drives, or permits the Equipment's operation by an operator under the influence of drugs or alcohol or in violation of criminal or motor vehicle statutes, or is grossly negligent in operation of the Equipment or otherwise violates the terms of this Rental Contract.

4. ***Repairs.*** Lessee shall not permit any repairs to the vehicle or equipment or suffer any lien to be placed upon it without Lessor's consent, and Lessee will pay any and all unauthorized charges in connection with any repairs. Lessee will pay for all tire repairs and replacement caused by blowout, bruises, cuts, punctures and other causes inherent in the type of use to which the Equipment is put. Lessee shall not use the Equipment if it appears to be in a bad state of repair or otherwise unsafe. Lessor shall have the right, but not the obligation, to reasonably inspect the vehicle or equipment, to enter the premises where it is located for purposes of inspecting it and insuring that proper use is being made thereof. Conditions that prevent satisfactory use of the Equipment do not relieve Lessee of its obligation to return the Equipment and pay the rental fees.

5. ***Reporting.*** Lessee shall immediately report any accident to Lessor and deliver to Lessor or its insurer every process, pleading, notice or paper of any kind received by Lessee or any operator of the Equipment relating to any claim, suit or proceeding connected with any accident or event involving the Equipment. Neither Lessee nor any operator of the Equipment shall influence the assertion of any such claim, suit or proceeding and shall cooperate fully with Lessor and its insurer in investigating and defending the same

6. ***Assumption of Risk.*** Lessee hereby assumes any and all risks of damages arising out of or in any way related to this Rental Contract, including Lessee's use of the Equipment. Lessee represents and warrants that any and all operators of the Equipment are trained and qualified to operate the Equipment. Lessor shall not be liable for loss or damage to any property of Lessee or any other person which may have been in or on the Equipment either before or after its return to Lessor. Lessee shall assume all risk of such loss or damage, waive all claims therefore against Lessor, and defend, indemnify and hold Lessor harmless from all claims arising out of such loss or damage.

7. ***"As Is" Condition.*** Lessee agrees that the Equipment is in a safe and satisfactory condition, and that Lessee has inspected it or has been given the opportunity to inspect it before accepting it for use. LESSEE ACKNOWLEDGES THAT IT HAS THE DUTY TO INSPECT THE EQUIPMENT PRIOR TO USE and to notify Lessor of any defects found. In the event the Equipment becomes unsafe or in disrepair due to normal use, Lessee agrees to immediately discontinue use and to notify Lessor, who will replace the Equipment with substantially similar Equipment that is in working order as reasonably available. Lessor is not responsible for any incidental or consequential damages whatsoever caused by delays or otherwise.

8. ***Insurance.*** Without limiting Lessee's other obligations contained in this Rental Contract, Lessee shall, at its own expense, secure and maintain insurance in effect during the terms of this Rental Contract. This insurance shall name Lessor as an additional insured, and shall specifically state that it is primary insurance for the benefit of Lessor and Lessee. Such insurance shall include: (1) Workers' Compensation coverage and Employer's liability insurance that shall provide defense and indemnity on a primary basis to Lessor for damages, injuries, and workers' compensation benefits incurred by or claimed by Lessee's agent's employees and representatives; (2) Liability insurance providing primary insurance to Lessor for defense of claims and actions arising out of or in any way related to this Rental Contract, and Lessee's use of the Equipment; (3) Liability insurance providing primary indemnity coverage to Lessor with limits of no less than the limit presently covering Lessee for liability of actions arising out of or in any way related to this Rental Contract, and Lessee's use of the Equipment. All such insurance shall be primary for all purposes, regardless of other insurance that may be available to Lessor, and shall contain a severability of interest clause. In the event that Lessee fails to comply with this provision, damages in any action by Lessor against Lessee for breach of this provision shall include, but not be limited to, the dollar amount of insurance benefits that Lessor would have received had Lessee complied with this provision.

9. ***Damage Waiver.*** A 12% damage waiver will be added to each rental invoice, unless Lessee has the insurance certificate requirement pursuant to this Rental Contract on file with Lessor. The damage waiver shall not constitute insurance, and Lessee assumes the risk of all loss or damage to the Equipment. The damage waiver covers loss or damages to the Equipment only for Acts of God and normal wear and tear. Without limiting the foregoing, the damage waiver does not apply to any loss or damage caused by any of the following for which Lessee still remains fully liable: (1) loss or damage by theft, vandalism, or malicious mischief; (2) loss or damage resulting from overloading, exceeding rated capacity or speed limit, misuse, abuse, or improper servicing of the Equipment; (3) loss or damage to tires or tubes caused by blowout, bruises, cuts, or other causes inherent in the use of the Equipment; (4) loss or damage to the vehicle or equipment caused by striking overhead objects or placement of the Equipment in areas subject to flooding; (5) loss or damage due to mysterious disappearance or wrongful conversion by or from any person, including one entrusted with the Equipment; or (6) loss or damage to the Equipment because of a violation of any of the terms of this Rental Contract.

10. ***Environmental Charge.*** An environmental charge will be added to each invoice. Lessor imposes this charge generally to help offset costs associated with environmental safety and compliance (e.g., inspections, permits, registrations, training, etc.). Amounts collected are used by Lessor at its discretion and are not held separate from other revenue. This charge is not a tax, surcharge, or fee mandated by a governmental or regulatory agency and is not determined by costs explicitly incurred by Lessor in performing under this Rental Contract.

11. ***Charges and Payment.*** Lessee will pay Lessor all time and mileage, service, minimum or other charges entered on Page 1, at the rates shown or computed as provided in this Rental Contract. Mileage and meter charges shall be calculated from the odometer or hour meter on the Equipment. Calculation of charges are as follows: (a) metered time over eight (8) hours per day, forty (40) hours per week, one hundred sixty (160) hours per twenty-eight (28) days, are charged for, in addition to, the daily, weekly or monthly rates; (b) mileage charges on vehicles charged, in addition to time charges; and (c) fuel is furnished by the Lessee. Tanks are full when received by Lessee, who is responsible for the refill upon return. If Lessee has directed charges to be billed to another person and such person shall fail to make payments, Lessee shall pay such charges. Lessor may retain the security deposit identified on Page 1 to apply toward any amount due herein. Payment is due within 10 days of the date of invoice. All accounts not timely paid shall bear interest at the rate of 2% per month until paid in full.

12. ***No Warranties.*** **LESSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR LESSEE'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS IN ITS DESIGN, CAPACITY, MATERIALS USED, PERFORMANCE, OR WORKMANSHIP. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE. LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY OR DAMAGE RESULTING FROM DEFECTS IN EQUIPMENT HEREBY LEASED. LESSEE IS RESPONSIBLE FOR ALL PARKING AND TRAFFIC VIOLATIONS, TRIP PERMITS, TAXES, LICENSES, FINES OR LEVIES NOT COVERED BY LICENSES ON THE EQUIPMENT WHEN THIS RENTAL CONTRACT IS SIGNED.**

13. ***Timing of Responsibilities.*** Lessee shall bear full responsibility for the Equipment as set forth herein from the time of actual delivery of the Equipment until actual pick up of the Equipment. Lessee's responsibility includes the time between the Equipment being call off and actual pick up time. In the alternative, Lessee may deliver the Equipment to Lessor's main place of business during regular business hours. Lessee is responsible for Equipment delivered to Lessor's main place of business until Lessor takes actual physical control of the Equipment. Moving equipment on and off job sites is charged at the amount quoted. Lessee may move the equipment at their own expense but must first provide written notice and obtain approval from Ahern.

14. ***Indemnification.*** Lessee shall defend, indemnify and hold Lessor, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Rental Contract to the extent that such liability, loss, expense or claim is not caused by the sole negligence or willful misconduct of Lessor, its officers, agents or employees. Notwithstanding the foregoing, Lessee shall indemnify and hold Lessor harmless from all fines and penalties imposed by any federal, state, county, and municipal law arising from use of the Equipment. Lessor shall defend, indemnify and hold Lessee, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Rental Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Lessor, its officers, agents or employees.

15. ***No Agent.*** Neither Lessee nor any operator of the vehicle or equipment shall be deemed to be an agent, servant or employee of Lessor for any reason or for any purpose.

16. ***Title to Equipment.*** It is expressly understood that this is a rental contract and title to the Equipment is explicitly reserved to the Lessor (unless otherwise specified).

17. ***Assignment.*** Lessor may assign its rights under this Rental Contract without Lessee's consent, but Lessor will remain bound by all obligations herein. Lessee shall not sublease, assign or loan the Equipment.

18. **Severability.** If any provision of this Rental Contract is held to be illegal, invalid, or unenforceable under any present or future law, such provision will be fully severable and this Rental Contract shall be construed and enforced as if such provision had never comprised a part of this Rental Contract and all other provisions will remain in full force and effect.

19. ***Governing Law.*** This Rental Contract shall be construed according to the laws of the state of Nevada, and Lessee hereby submits to the jurisdiction of the courts of the state of Nevada and waives application of any foreign law relating to this Rental Contract. Any suit or action of any kind relating to this Rental Contract or the subject matter hereof shall be brought in a court located in Clark County, Nevada.

20. ***Authority to Sign; Entire Rental Contract.*** Any individual executing this Rental Contract on behalf of Lessee represents and warrants that he/she is of legal age and has been vested with authority and power to sign this Rental Contract on behalf of the Lessee. With the exception of all representations, warranties, promises to guaranty and any other covenants made by Lessee contained in Lessee's Credit Application or other documentation deliver to Lessor by Lessee, all of which are hereby incorporated into this Rental Contract by this reference, this Rental Contract and all documents delivered in connection herewith supersede all prior discussions and agreements and contains the sole and entire agreement among the parties.

SEND PAYMENTS TO:
AHERN RENTALS
PO BOX 271390
LAS VEGAS NV 89127-1390
TEL: 702-362-0623
FAX: 702-966-4864

CUSTOMER ASSISTANCE:
PHOENIX
1403 S BLACK CANYON HWY
PHOENIX AZ 85009-6567

TEL: 602-253-5438
FAX: 602-253-7619
MON - FRI 6:00-5:00
SATURDAY CLOSED
SUNDAY CLOSED

RENTAL INVOICE
** COPY **

Customer:
MATRIX LAND DEVELOPMENT*******
11669 E PARKVIEW LN
SCOTTSDALE AZ 85255-5938

Job Site:
MEGA FURNITURE
8686 E RAINTREE DR
SCOTTSDALE, AZ 85260-2614

C#: 480-630-6612 J#: 480-630-6612
Map page/grid: 105/174LH

Customer #.. 273030
Invoice #... 11429645-4
Invoice Date 1/21/13
Date Out.... 10/29/12 6:00 AM
Date In..... 1/21/13 6:00 AM
Job Loc..... MEGA FURNITURE;8686 E RAINT
Job #..... MEGA FURNITURE
P.O. #..... MEGA FURNITURE
Ordered By.. CHRIS/JD/CLL
Written By.. AJWHITE
Sales Rep... 6950 - JOHN CHILDERS
Terms..... Net 10 Days

Qty	Equipment	Min	Day	Week	4 Week	Amount
1	BOOM,TELESCOPING,40',DSL,4X4	215.00	215.00	745.00	2135.00	N/C
	EQP#: 31888 Make: JLG Model: 400S Ser #: 0300075820					
	HR OUT: 3878.00 HR IN: 3902.10 TOTAL: 24.10					

SALES ITEMS:

Qty	Item number	Unit	Price	
222	DSL FUEL,DIESEL	GL	8.500	1887.00
1	160642 ENVIRONMENTAL CHARGE	EA	7.500	7.50
	PICKUP CHARGE			55.00

MATRIX LAND - CHRIS 480-414-7636
CALL OFF / SPECIAL RATES
Taxable Sub-total: 1949.50

Rental-total: 1949.50
(9.30%) Tax: 5.82
Total: 1955.32

FINAL BILL: 1/21/13 06:00 AM THRU 1/21/13 06:00 AM.

IF THE EQUIPMENT DOES NOT WORK PROPERLY NOTIFY CUSTOMER ASSISTANCE AT ONCE | MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY | CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES OR REPAIRS

1. Damage Waiver (12% of gross rental charges) will be charged absent of proof of insurance (see reverse side of this rental contract).
2. Customer must call branch location to obtain call off rental number and is responsible for Equipment until it is picked up.
3. If Customer fails to return equipment within the time specified above, Customer is deemed to have renewed the rental contract on the same terms and conditions.
4. Compliance with California Air Resources Board (CARB) Idling Regulation (Title 13, California Code of Regulations: § 2449(d)(3)): Any in-use off-road diesel vehicle may not idle for more than 5 consecutive minutes. Lessee is responsible for compliance with CARB off-road diesel engine idling limits and is responsible for any penalties or fines incurred for non-compliance.
5. For rentals of equipment registered in California's Statewide Portable Equipment Registration Program (PERP), you acknowledge receipt of a written copy of the registration certificate, the operating conditions and a written log for such equipment.

This Rental Contract consists of both sides of this document. I have had the opportunity to read the terms and conditions on both sides of this Rental Contract and have been instructed in the proper use and operation of the Equipment delivered and will ensure that all operators receive this training and the instructions contained in the manufacturer's operation manual, a copy of which has been provided with the Equipment, which will be read by each operator. I have understood the instructions provided, and all questions have been answered to my satisfaction.

X
CUSTOMER SIGNATURE DATE NAME PRINTED DELIVERED BY DATE

Terms: Payment Due within 10 days of invoice. A finance charge of 2% per month will be added to past due accounts.

Please visit us on the web at www.Ahern.com or you may call our 24 hour service at 800-400-1810

EXHIBIT "B"

TERMS AGREED TO IN THIS CONTRACT

1. ***Prohibited Uses.*** Ahern Rentals Inc., Lessor, hereby rents to the Customer named on Page 1 ("Lessee") the Equipment described on Page 1 subject to all the terms and provisions contained in this Rental Contract and Lessee agrees that in no event shall the Equipment be used, operated or driven (1) for transportation of any person other than the carrying of the operator of the Equipment as required in order to operate the Equipment per its intended use; (2) in any competitive event; (3) to push any vehicle; (4) outside the continental United States or Canada; (5) at other than authorized locations; or (6) in any illegal pursuit or manner. As defined herein, "Equipment" means any truck or car identified in this Rental Contract and all tires, tools and accessories attached thereto or contained therein, as well as any rental equipment other than a vehicle identified in this Rental Contract along with all tires, tools and accessories attached thereto or contained therein, or included to make up a usable unit.

2. ***Return of Equipment.*** Lessee will return the Equipment to Lessor's address on the date shown on Page 1, or earlier if reasonably demanded by Lessor, together with all tires, tools and accessories in the same condition as when received, except for ordinary wear and tear. Lessor may demand the return of the Equipment at any time for any reasonable reason. If, in Lessor's reasonable discretion, such demand might not be complied with, Lessor may repossess the Equipment and terminate this Rental Contract without any liability for any loss or damage which may be sustained as a result of such demand, termination or repossession. Lessee acknowledges and agrees that any misstatement of material fact made by Lessee or Lessee's giving of false identification, address, telephone number, fictitious name or any other breach of any provision of this Rental Contract will authorize Lessor to repossess the Equipment by use of any lawful means. Failure, refusal or neglect by Lessee to return the Equipment within seventy-two (72) hours after required to do so, or the presenting of false or misleading identification to the Lessor shall be *Prima Facie* evidence of Lessee's intent to commit larceny. If Lessor institutes suit to recover possession of the Equipment or to enforce any term of this Rental Contract or to collect any sums of money, damages, or costs from Lessee herein, Lessee shall pay all costs and reasonable attorneys' fees and collection costs incurred by Lessor. Lessee is responsible for ground engaging tools (bucket teeth, cutting edges, etc.) Equipment is furnished with ground engaging tools in a serviceable condition and must be returned in like condition. Lessee shall be invoiced for replacement or repair costs for damaged engaging tools, tire cuts, separations, punctures, bruises, and excessive tire wear due to job site conditions.

3. ***Damages.*** In the event not covered by Lessee's insurance as required by this Rental Contract, Lessee agrees to be responsible for all theft, damage and loss resulting, except for ordinary wear and tear, from Lessee's use or possession of the Equipment, and agrees to pay Lessor the replacement cost for the Equipment. Lessee expressly acknowledges that neither Lessee nor any other person operating the Equipment may leave the ignition key in the switch while the Equipment is unattended. Lessee assumes the sole responsibility for proper and safe storage and protection of the Equipment during the term of this Rental Contract. Notwithstanding the foregoing, Lessee shall be liable for all damages to the Equipment and for all other claims if Lessee uses, drives, or permits the Equipment's operation by an operator under the influence of drugs or alcohol or in violation of criminal or motor vehicle statutes, or is grossly negligent in operation of the Equipment or otherwise violates the terms of this Rental Contract.

4. ***Repairs.*** Lessee shall not permit any repairs to the vehicle or equipment or suffer any lien to be placed upon it without Lessor's consent, and Lessee will pay any and all unauthorized charges in connection with any repairs. Lessee will pay for all tire repairs and replacement caused by blowout, bruises, cuts, punctures and other causes inherent in the type of use to which the Equipment is put. Lessee shall not use the Equipment if it appears to be in a bad state of repair or otherwise unsafe. Lessor shall have the right, but not the obligation, to reasonably inspect the vehicle or equipment, to enter the premises where it is located for purposes of inspecting it and insuring that proper use is being made thereof. Conditions that prevent satisfactory use of the Equipment do not relieve Lessee of its obligation to return the Equipment and pay the rental fees.

5. ***Reporting.*** Lessee shall immediately report any accident to Lessor and deliver to Lessor or its insurer every process, pleading, notice or paper of any kind received by Lessee or any operator of the Equipment relating to any claim, suit or proceeding connected with any accident or event involving the Equipment. Neither Lessee nor any operator of the Equipment shall influence the assertion of any such claim, suit or proceeding and shall cooperate fully with Lessor and its insurer in investigating and defending the same

6. ***Assumption of Risk.*** Lessee hereby assumes any and all risks of damages arising out of or in any way related to this Rental Contract, including Lessee's use of the Equipment. Lessee represents and warrants that any and all operators of the Equipment are trained and qualified to operate the Equipment. Lessor shall not be liable for loss or damage to any property of Lessee or any other person which may have been in or on the Equipment either before or after its return to Lessor. Lessee shall assume all risk of such loss or damage, waive all claims therefore against Lessor, and defend, indemnify and hold Lessor harmless from all claims arising out of such loss or damage.

7. ***"As Is" Condition.*** Lessee agrees that the Equipment is in a safe and satisfactory condition, and that Lessee has inspected it or has been given the opportunity to inspect it before accepting it for use. LESSEE ACKNOWLEDGES THAT IT HAS THE DUTY TO INSPECT THE EQUIPMENT PRIOR TO USE and to notify Lessor of any defects found. In the event the Equipment becomes unsafe or in disrepair due to normal use, Lessee agrees to immediately discontinue use and to notify Lessor, who will replace the Equipment with substantially similar Equipment that is in working order as reasonably available. Lessor is not responsible for any incidental or consequential damages whatsoever caused by delays or otherwise.

8. ***Insurance.*** Without limiting Lessee's other obligations contained in this Rental Contract, Lessee shall, at its own expense, secure and maintain insurance in effect during the terms of this Rental Contract. This insurance shall name Lessor as an additional insured, and shall specifically state that it is primary insurance for the benefit of Lessor and Lessee. Such insurance shall include: (1) Workers' Compensation coverage and Employer's liability insurance that shall provide defense and indemnity on a primary basis to Lessor for damages, injuries, and workers' compensation benefits incurred by or claimed by Lessee's agent's employees and representatives; (2) Liability insurance providing primary insurance to Lessor for defense of claims and actions arising out of or in any way related to this Rental Contract, and Lessee's use of the Equipment; (3) Liability insurance providing primary indemnity coverage to Lessor with limits of no less than the limit presently covering Lessee for liability of actions arising out of or in any way related to this Rental Contract, and Lessee's use of the Equipment. All such insurance shall be primary for all purposes, regardless of other insurance that may be available to Lessor, and shall contain a severability of interest clause. In the event that Lessee fails to comply with this provision, damages in any action by Lessor against Lessee for breach of this provision shall include, but not be limited to, the dollar amount of insurance benefits that Lessor would have received had Lessee complied with this provision.

9. ***Damage Waiver.*** A 12% damage waiver will be added to each rental invoice, unless Lessee has the insurance certificate requirement pursuant to this Rental Contract on file with Lessor. The damage waiver shall not constitute insurance, and Lessee assumes the risk of all loss or damage to the Equipment. The damage waiver covers loss or damages to the Equipment only for Acts of God and normal wear and tear. Without limiting the foregoing, the damage waiver does not apply to any loss or damage caused by any of the following for which Lessee still remains fully liable: (1) loss or damage by theft, vandalism, or malicious mischief; (2) loss or damage resulting from: overloading, exceeding rated capacity or speed limit, misuse, abuse, or improper servicing of the Equipment; (3) loss or damage to tires or tubes caused by blowout, bruises, cuts, or other causes inherent in the use of the Equipment; (4) loss or damage to the vehicle or equipment caused by striking overhead objects or placement of the Equipment in areas subject to flooding; (5) loss or damage due to mysterious disappearance or wrongful conversion by or from any person, including one entrusted with the Equipment; or (6) loss or damage to the Equipment because of a violation of any of the terms of this Rental Contract.

10. ***Environmental Charge.*** An environmental charge will be added to each invoice. Lessor imposes this charge generally to help offset costs associated with environmental safety and compliance (e.g., inspections, permits, registrations, training, etc.). Amounts collected are used by Lessor at its discretion and are not held separate from other revenue. This charge is not a tax, surcharge, or fee mandated by a governmental or regulatory agency and is not determined by costs explicitly incurred by Lessor in performing under this Rental Contract.

11. ***Charges and Payment.*** Lessee will pay Lessor all time and mileage, service, minimum or other charges entered on Page 1, at the rates shown or computed as provided in this Rental Contract. Mileage and meter charges shall be calculated from the odometer or hour meter on the Equipment. Calculation of charges are as follows: (a) metered time over eight (8) hours per day, forty (40) hours per week, one hundred sixty (160) hours per twenty-eight (28) days, are charged for, in addition to, the daily, weekly or monthly rates; (b) mileage charges on vehicles charged, in addition to time charges; and (c) fuel is furnished by the Lessee. Tanks are full when received by Lessee, who is responsible for the refill upon return. If Lessee has directed charges to be billed to another person and such person shall fail to make payments, Lessee shall pay such charges. Lessor may retain the security deposit identified on Page 1 to apply toward any amount due herein. Payment is due within 10 days of the date of invoice. All accounts not timely paid shall bear interest at the rate of 2% per month until paid in full.

12. ***No Warranties.*** **LESSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR LESSEE'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS IN ITS DESIGN, CAPACITY, MATERIALS USED, PERFORMANCE, OR WORKMANSHIP. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE. LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY OR DAMAGE RESULTING FROM DEFECTS IN EQUIPMENT HEREBY LEASED. LESSEE IS RESPONSIBLE FOR ALL PARKING AND TRAFFIC VIOLATIONS, TRIP PERMITS, TAXES, LICENSES, FINES OR LEVIES NOT COVERED BY LICENSES ON THE EQUIPMENT WHEN THIS RENTAL CONTRACT IS SIGNED.**

13. ***Timing of Responsibilities.*** Lessee shall bear full responsibility for the Equipment as set forth herein from the time of actual delivery of the Equipment until actual pick up of the Equipment. Lessee's responsibility includes the time between the Equipment being call off and actual pick up time. In the alternative, Lessee may deliver the Equipment to Lessor's main place of business during regular business hours. Lessee is responsible for Equipment delivered to Lessor's main place of business until Lessor takes actual physical control of the Equipment. Moving equipment on and off job sites is charged at the amount quoted. Lessee may move the equipment at their own expense but must first provide written notice and obtain approval from Ahern.

14. ***Indemnification.*** Lessee shall defend, indemnify and hold Lessor, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Rental Contract to the extent that such liability, loss, expense or claim is not caused by the sole negligence or willful misconduct of Lessor, its officers, agents or employees. Notwithstanding the foregoing, Lessee shall indemnify and hold Lessor harmless from all fines and penalties imposed by any federal, state, county, and municipal law arising from use of the Equipment. Lessor shall defend, indemnify and hold Lessee, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Rental Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Lessor, its officers, agents or employees.

15. ***No Agent.*** Neither Lessee nor any operator of the vehicle or equipment shall be deemed to be an agent, servant or employee of Lessor for any reason or for any purpose.

16. ***Title to Equipment.*** It is expressly understood that this is a rental contract and title to the Equipment is explicitly reserved to the Lessor (unless otherwise specified).

17. ***Assignment.*** Lessor may assign its rights under this Rental Contract without Lessee's consent, but Lessor will remain bound by all obligations herein. Lessee shall not sublease, assign or loan the Equipment.

18. **Severability.** If any provision of this Rental Contract is held to be illegal, invalid, or unenforceable under any present or future law, such provision will be fully severable and this Rental Contract shall be construed and enforced as if such provision had never comprised a part of this Rental Contract and all other provisions will remain in full force and effect.

19. ***Governing Law.*** This Rental Contract shall be construed according to the laws of the state of Nevada, and Lessee hereby submits to the jurisdiction of the courts of the state of Nevada and waives application of any foreign law relating to this Rental Contract. Any suit or action of any kind relating to this Rental Contract or the subject matter hereof shall be brought in a court located in Clark County, Nevada.

20. ***Authority to Sign; Entire Rental Contract.*** Any individual executing this Rental Contract on behalf of Lessee represents and warrants that he/she is of legal age and has been vested with authority and power to sign this Rental Contract on behalf of the Lessee. With the exception of all representations, warranties, promises to guaranty and any other covenants made by Lessee contained in Lessee's Credit Application or other documentation deliver to Lessor by Lessee, all of which are hereby incorporated into this Rental Contract by this reference, this Rental Contract and all documents delivered in connection herewith supersede all prior discussions and agreements and contains the sole and entire agreement among the parties.

RAVEN, CLANCY & McDONAGH, P.C.
182 NORTH COURT AVENUE
TUCSON, AZ 857021
(520) 628-8700

DENNIS J. CLANCY (SBN 011425)
dclancy@ravlaw.com
Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

AHERN RENTALS, INC., a Nevada corporation, Plaintiff, v. MATRIX LAND DEVELOPMENT, INC., an Arizona corporation; CORPORATIONS 1-10, Defendants.	NO. CV2013-009257 **CERTIFICATE ON COMPULSORY ARBITRATION**

The undersigned certifies that the largest award sought by the complainants, including punitive damages, but excluding interest, attorneys' fees, and costs does not exceed the limits set by the local rules of practice for the applicable superior court. This case is subject to compulsory arbitration.

I further certify that I have read this certificate of compulsory arbitration, and that to the best of my knowledge, information and belief, formed after reasonable inquiry, it is warranted; and, that the allegation as to arbitratibility is not set forth for any improper purpose.

I understand that I have an affirmative duty to seasonably amend this Certificate if I obtain information from which I know this certification either was incorrect when made or, though correct when made, is no longer true.

DJC\kal\ 8185-247 \July 1, 2013 12:03pm
ArbitCert.wpd

These certifications are made subject to the provisions of Rules 72 through 76 of the Arizona Rules of Civil Procedure.

RESPECTFULLY SUBMITTED this 2 day of July 2013.

RAVEN, CLANCY & McDONAGH, P.C.

By _____
Dennis J. Clancy
Attorneys for Plaintiff

DJC\kal\ 8185-247 \July 1, 2013 12:03pm
ArbitCert.wpd

E-Z MESSENGER
2502 N. Black Canyon Hwy.
Phoenix, AZ 85009-1818
(602) 258-8081 FAX: (602) 258-8864

CLIENT FILE NO.
8185-247

IN THE ARIZONA SUPERIOR COURT
STATE OF ARIZONA COUNTY OF MARICOPA

AHERN RENTALS, INC.
VS
MATRIX LAND DEVELOPMENT, INC.

CASE NO. CV2013-009257

AFFIDAVIT OF
ATTEMPTED SERVICE

STATE OF ARIZONA)
MARICOPA COUNTY)

THE AFFIANT, being sworn, states: That I am a private process server registered in MARICOPA COUNTY and an Officer of the Court. On 07/08/13 I received the following documents; CIVIL COVERSHEET; SUMMONS; COMPLAINT; CERFITICATE OF COMPULSORY ARBITRATION;, from RAVEN, CLANCY & MCDONAGH P.C. and by DENNIS J. CLANCY in each instance I personally attempted to serve a copy of each document listed above upon MATRIX LAND DEVELOPMENT, INC., AN ARIZONA CORPORATION, BY SERVICE UPON ITS STATUTORY AGENT, TANNER RAY TIPPIE on 07/11/13 at 4:30 pm at 11333 N. 92ND ST., #1130 SCOTTADALE, AZ 85260 MARICOPA COUNTY in the manner shown below:

Please see attachment of attempts.

/s/YVETTE OWENS
YVETTE OWENS Affiant
Sworn to before me the Jul 22, 2013

/s/Lola J. Ferguson
Notary

My Commission expires: 03/03/2014

ATTEMPTED SERVICE	$	16.00
MILES 19	$	45.60
MILES 25	$	60.00
5301 N. PIMA RD.		
SERVICE CHARGE	$	8.00
AFFIDAVIT PREP/NOTARY	$	10.00
TOTAL	$	139.60

AX032312809

2312809 4090 04
CLIENT COPY

E-Z MESSENGER
2502 N. Black Canyon Hwy.
Phoenix, AZ 85009-1818
(602) 258-8081 FAX: (602) 258-8864

CLIENT FILE NO.
8185-247

IN THE ARIZONA SUPERIOR COURT
STATE OF ARIZONA COUNTY OF MARICOPA

AHERN RENTALS, INC.
VS
MATRIX LAND DEVELOPMENT, INC.

CASE NO. CV2013-009257

ATTACHMENT OF ATTEMPTS

STATE OF ARIZONA)
MARICOPA COUNTY)

YVETTE OWENS, states after due search, careful inquiry and diligent attempts at the address(es), service of the following documents has been unable to be effected upon MATRIX LAND DEVELOPMENT, INC., AN ARIZONA CORPORATION, BY SERVICE UPON ITS STATUTORY AGENT, TANNER RAY TIPPIE at 11333 N. 92ND ST., #1130 SCOTTADALE, AZ 85260 and 5301 N. PIMA RD., #130 SCOTTSDALE, AZ 85260: CIVIL COVERSHEET; SUMMONS; COMPLAINT; CERFITICATE OF COMPULSORY ARBITRATION;

07/09/13 2:49pm by REBECCA LOVE MOVED FROM 11333 N. 92ND ST., #1130, SCOTTSDALE, AZ.

07/09/13 8:57pm SERVICE WAS ATTEMPTED ON MATRIX LAND DEVELOPMENT TANNER RAY TIPPIE AT 11333 N. 92ND. ST, #1130. I SPOKE TO THE CURRENT RESIDENTARLEIGH, AND SHE STATED THAT SHE DOES NOT KNOW OUR SUBJECT BUT SHE DOES GET HIS MAIL AT TIMES. SHE SAID TO SPEAK TO THE LADY IN #1129. SHE STATED THAT SHE KNOWS HIM AND SHE TOOK MY NUMBER ||AND WOULD HAVE HIM CALL ME. I AM ATTEMPTING ALT. ADDRESS.

07/11/13 4:30pm by YVETTE OWENS MOVED. SPOKE WITH NEIGHBOR, ADDRESS UNKNOWN. THIS IS A FINANCIAL COMPANY, SPOKE WITH SHAWNE, SHE INFORMED ME THAT MATRIX LAND DEVELOPMENT, INC RENTED SPACE FROM THEM, BUT THEY MOVED OVER A YEAR AGO. CURRENT LOCATION UNKNOWN. SERVICE WAS ATTEMPTED AT 5301 N. PIMA ROAD, #130, SCOTTSDALE, AZ

I certify under penalty of perjury that the foregoing is true and correct and executed on this date, July 22, 2013.

/s/YVETTE OWENS

2312809 4090
CLIENT COPY

CORPORATIONS DIVISION
RECORDS SECTION
1300 West Washington
Phoenix, Arizona 85007-2929

User Id: MLEE
Invoice No.: 4256885

Check Batch:
Invoice Date: 07/22/2013
Date Received: 07/22/2013
Customer No.:

ATTN:
(CASH CUSTOMER)

Quantity	Description	Amount
1	SERVICE OF PROCESS -1146791-9 MATRIX LAND DEVELOPMENT, INC	$25.00

Total Documents: $ 25.00

CHECK 29531 $25.00
PAYMENT

Balance Due: $ 0.00

Corporate Inquiry

07/22/2013 State of Arizona Public Access System 1:31 PM

File Number: -1146791-9

Corp. Name: MATRIX LAND DEVELOPMENT, INC

Domestic Address	Second Address
5301 N PIMA RD #130	
SCOTTSDALE, AZ 85250	

Agent: TANNER RAY TIPPIE	Domicile: ARIZONA
Status: APPOINTED 04/20/2011	County: MARICOPA
Mailing Address:	Corporation Type: BUSINESS
11333 N 92ND ST #1130	Life Period: PERPETUAL
	Incorporation Date: 08/06/2004
	Approval Date: 08/06/2004
SCOTTSDALE, AZ 85260	Last A/R Received: 8 / 2012
Agent Last Updated: 05/23/2011	Date A/R Entered: 11/01/2012
	Next Report Due: 08/06/2013

Business Type:

Corp
Cancel