

## EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement (this "**Agreement**") is entered into by and between Lessor and Lessee. Pursuant to this Agreement, Lessor will rent to Lessee the equipment described on the signature page hereto (the "**Equipment**") subject to the terms and conditions set forth herein. In consideration of the mutual covenants and agreements set forth herein, the parties to this Agreement hereby agree as follows:

1. **INSPECTION.** Lessee acknowledges (a) that Lessee has personally inspected the Equipment and finds it suitable for Lessee's needs and in good condition, (b) that Lessee understands its proper use and agrees to inspect the Equipment prior to use and notify Lessor of any defects.

### 2. **LOADING, UNLOADING, AND TRANSPORTING THE EQUIPMENT.**

a. If Lessor's employees assist in loading or unloading the Equipment, Lessee agrees to assume the risk of, and hold Lessor harmless from, any property damage or personal injuries, including damage or injuries attributable to the negligence of Lessor and its employees.

b. Lessee agrees to inspect all trailer coupling mechanisms and safety chains before leaving Lessor's premises. Lessee agrees to inspect the Equipment at least every 100 miles and to maintain the coupling and chain in a safe and secure condition.

3. **USE OF THE EQUIPMENT.** Use of Equipment in the following circumstances is prohibited and constitutes a breach of this Agreement:

a. Use for illegal purposes or in an illegal manner.

b. Improper use, unintended use, or misuse.

c. Use by anyone other than Lessee or Lessee's employees without Lessor's written consent.

d. Excluding trailers, use at any location other than the address(es) set forth on the signature page hereto without Lessor's written consent.

### 4. **REPLACEMENT OF THE EQUIPMENT.**

If the Equipment becomes unsafe or in disrepair, Lessee agrees to discontinue use and notify Lessor who will, subject to availability, replace the Equipment with similar equipment in good working order. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise related to the replacement of Equipment.

### 5. **ASSIGNMENTS, SUBLEASES, AND LOANS OF THE EQUIPMENT.**

Lessor may assign its rights under this Agreement without Lessee's consent. Lessee may not sublease or loan the Equipment without Lessor's written consent. Any purported assignment, sublease or loan of the Equipment by Lessee without Lessor's written consent shall be void.

6. **WARRANTIES.** THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESS OR IMPLIED. There is no warranty that the Equipment is suited for Lessee's intended use or that it is free from defects.

### 7. **ASSUMPTION OF RISK, DAMAGES, AND ALLOCATION OF FEES.**

a. Lessee assumes the risks of and holds Lessor harmless from any damages (to property or otherwise) or liability arising from personal injuries related to the use of the Equipment or arising from Lessor's negligence. Lessee shall indemnify and hold Lessor harmless from any claims made by third parties for loss, injury, or damage to their persons or property arising out of Lessee's possession, use, maintenance, or return of the Equipment, including legal costs incurred in defense of such claims.

b. Lessee will immediately notify Lessor in the event of any accident involving the Equipment.

c. Lessor is not liable for damage to Lessee's bumper or automobile done by detachable hitches.

d. Lessee agrees to pay for all damages to the Equipment, regardless of cause, except for reasonable wear and tear while the Equipment is out of the possession of Lessor.

Equipment damaged beyond repair will be paid for by Lessee at its replacement cost when rented.

e. Lessee agrees to pay all reasonable collection, attorneys and court fees, and other expenses involved in the collection of the charges or enforcement of Lessor's

rights under this contract.

## 8. DAMAGE WAIVER.

a. Subject to Section 8(b) below, in connection with the rental of the Equipment, Lessee must purchase a damage waiver from Lessor for 10% (the "**Damage Waiver**") pursuant to which Lessor will waive Lessor's right to recover direct costs (up to a maximum of \$1,000 arising from the damage or destruction of the Equipment while it is in the possession of Lessee. The Damage Waiver is not an insurance policy or a warranty. The following damages are excluded from the Damage Waiver:

- i. Loss or damage caused by vandalism, malicious mischief, or theft.
- ii. Loss, damage, or theft of accessory equipment, such as electric cords, hoses points, chisels, floor polisher brushes, etc.
- iii. Loss or damage resulting from overloading, exceeding rated capacity, misuse, abuse, or improper servicing of the Equipment.
- iv. Damage to tires or tracks and tubes caused by a blowout or bruises, cuts, or other bodily injury inherent in the use of the Equipment.
- v. Loss due to disappearances or wrongful conversion by a person entrusted with Equipment.
- vi. Loss or damage caused by a third party not associated or related to Lessee.
- vii. Loss or damage arising from negligence or neglect by Lessee.

b. Lessee may decline the Damage Waiver if Lessee provides to Lessor proof of an insurance policy held by Lessee that names Lessor as additional insured and loss payee on such policy. Providing Lessor with such an insurance certificate removes the Damage Waiver on all future rentals and may not be used retroactively by Lessee.

9. **LESSEE REPRESENTATION.** Lessee represents to Lessor that Lessee is neither the manufacturer of the Equipment nor an agent of the manufacturer.

## 10. RETURN OF THE EQUIPMENT.

- a. Lessee's right to possession of the Equipment

terminates on the expiration of the rental period set forth on the signature page hereto. Retention of the Equipment after this time constitutes a material breach of this Agreement. Time is of the essence in this Agreement. Any extension to the rental period must be mutually agreed upon in writing. Lessor may report as stolen all personal property not returned within the rental period.

b. Upon the termination of the rental period, Lessee shall return the Equipment to Lessor's premises during Lessor's regular business hours in the same condition as the Equipment was rented, aside from reasonable wear and tear. Lessee shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Lessor's regular business hours.

11. **TERMINATION.** Upon (a) Lessee's failure to pay the rental fees set forth on the signature page hereto or (b) Lessee's breach of any term in this Agreement, Lessor may immediately terminate this Agreement. Upon termination, Lessor is entitled to take possession of the Equipment, regardless of location, and Lessor and Lessor's agents shall not be liable for any damages arising from the removal of the Equipment.

12. **OVERDUE ACCOUNTS.** The rental fees set forth on the signature page hereto are due and payable at the termination of the rental period. **1.5% per month or the maximum rate allowed by the laws of the jurisdiction whichever is the lesser. The Lessee shall without notice or demand, reimburse Lessor for all expenses incurred by Lessor in connection with any indebtedness of the Lessee's Account.**

13. **DEFINITIONS.** All equipment have maximum hours of use per rental period, defined as follows; **DAILY equal to 8 machine hours, WEEKLY equal to 40 machine hours, and MONTHLY equal to 174 machine hours, or the rental period, whichever comes first.**

14. **WAIVER OF JURY TRIAL.** THE LESSOR HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE AFTER ACCEPTANCE OF THIS AGREEMENT AND HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF ROCKWALL COUNTY TEXAS IN CONNECTION WITH THIS AGREEMENT OR ANY RENTAL CONTRACT BETWEEN THE LESSEE AND LESSOR.

ACCEPTING THE TERMS & CONDITIONS DIGITALLY WILL SERVE AS ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS CONTRACT IN REPLACEMENT OF PHYSICAL SIGNATURE.

The parties have executed this Agreement as of the date first set forth above.