

1. DEFINITIONS

“Agreement” means the Reservation Details (as defined below), together with any associated Rental and Service Agreement (as defined below), including these Rental and Service Terms which are incorporated by reference therein.

“Customer” means the person or entity identified in the Reservation Details or any representative, agent, officer or employee of Customer.

“Equipment” means any one or more of the items identified as rental items in the Reservation Details and any accessories, attachments or other similar items delivered to Customer.

“Qualified Operator” means any individual who is permitted by Customer to operate the Vehicle. This includes individuals identified in the Rental and Service Agreement as additional QUALIFIED OPERATOR(S). All Qualified Operators must have a valid operator’s license (as applicable), and relevant experience and training to operate the Vehicles and/or Equipment. By operating the Vehicle, a Qualified Operator will be deemed jointly and severally responsible for Customer’s obligations related to the Vehicle and for any obligations that the Rental and Service Agreement imposes on a Qualified Operator of the Vehicle.

“Rental and Service Agreement” means the agreement made between Customer and RentX to rent Equipment and/or provided Services, whether that Agreement is made in person at the Store Location, online, or at the time of Equipment delivery, and which incorporates by reference these Rental and Service Terms and which identifies the Equipment to be rented by Customer. The Agreement incorporates these Rental and Service Terms by reference.

“Rental Period” means the period of time between the “Rental Out” and “Scheduled In,” set forth in the Rental and Service Agreement, except that the Rental Period may terminate earlier as provided in Sections 20 and 28 hereof or if Customer returns the Equipment earlier.

“Credit Card” means the credit card provided by Customer as part of this Agreement or otherwise kept on file with RentX.

“Reservation Details” means the Equipment, Rental Period, delivery information, payment information and other information set forth on the Confirmation/Order Summary Screen or the Rental and Service Agreement, as the case may be.

“RentX” means RentX DBA C&M Landscape Contractors Inc..

“Vehicle” means a motor vehicle identified as the rental item(s) in a Rental and Service Agreement, reservation detail, or similar document; and “Vehicles” collectively refers to each such Vehicle.

“Non-Hazardous Waste” means any material, substance or waste that does not fall under the definition of “Regulated Materials” defined in Section 7(B).

2. AUTHORITY TO SIGN; FORM CONTRACTS

Any individual signing the Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Agreement on behalf of Customer.

3. INDEMNITY / HOLD HARMLESS

- A. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD RentX, AND ALL OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE (A) INSTALLATION, OPERATION, USE, ALTERATION, MODIFICATION, REMOVAL, POSSESSION OR RENTAL OF THE EQUIPMENT, OR (B) ERRORS, OMISSIONS,

INACCURACIES OR MISREPRESENTATIONS (WHETHER INTENTIONAL OR INADVERTENT) IN THE DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER, OR OBTAINED FROM OTHERS (INCLUDING ANY THIRD-PARTY DOCUMENTS OR DOCUMENTATION), UPON WHICH RENTX RELIES WHEN PROVIDING THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST RENTX BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY RENTX FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF RENTX. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE AGREEMENT.

4. INSPECTION OF EQUIPMENT

Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer further acknowledges that Customer has inspected the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road prior to taking possession thereof, and such propulsion tank contained no dyed fuel. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues, and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges RENTX is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors. Customer agrees that RentX drop off form which will be emailed to the email on file will be the official inspection of the vehicle and attachments.

5. LIMITATION OF LIABILITY

In no event shall RENTX be liable or responsible to Customer or any other party for: (i) any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use; (ii) RENTX failure to deliver the Equipment as required hereunder or RENTX failure to repair or replace non-working Equipment; or (iii) any incidental, consequential, punitive or special damages, including damages resulting from the delay to any ongoing projects, in connection with this Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or product liability, even if so advised of the possibility of such damages, if such damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to RENTX and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

6. CUSTOMER RESPONSIBILITIES

Customer shall provide RENTX with the information and the documentation RENTX requests to assess, plan, and perform the Services and/or provide the Equipment. All Equipment is provided, and Services are performed, based on information provided by Customer or others, including the Database Information (as defined below), and RENTX is relying on the accuracy and completeness of such information in providing the Equipment and performing such Services. Customer recognizes that it is impossible for RENTX to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Customer is responsible for providing a secure and safe work environment for all parties, including RENTX and its employees, and for ensuring that the Services are carried out in compliance with applicable laws.

7A. USE OF EQUIPMENT

Customer is familiar with the proper operation and use of each item of Equipment. Customer has selected the Equipment based on its requirements and will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner; without a license, if required under any applicable law; or who is not a Qualified Operator. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. In addition, Customer shall only use ultra-low-sulfur diesel fuel ("USLD") in equipment with tier 5 engines. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD RENTX HARMLESS FROM ALL FINES, PENALTIES, DAMAGE TO EQUIPMENT AND ANY OTHER COSTS INCURRED BY RENTX DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES.** Customer agrees to: (i) check filters, oil, fluid levels and tire air pressure; (ii) clean and visually inspect the Equipment daily; and (iii) immediately cease using the Equipment and immediately notify RENTX if Equipment needs repair or maintenance. Customer acknowledges that RENTX has no responsibility to inspect the Equipment while it is in Customer's possession. RENTX shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason.

7B. REGULATED MATERIALS

If Customer intends to use the Equipment for the storage and handling of Regulated Materials (as defined herein), the following terms set forth in this Section shall apply.

1. **Definitions.** "Regulated Materials" includes any material, substance or waste that falls into the following five categories: (i) "Hazardous Materials," as defined or listed or regulated by any local, state, or federal government authority; (ii) "DOT Hazardous Materials," as defined or identified as "hazardous material" by the Department of Transportation as set forth in 49 C.F.R. Parts 171 to 180; (iii) "Polychlorinated Biphenyls" or "PCBs," meaning any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contains such substance, and which are regulated under the Toxic Substances Control Act and its implementing regulations found at 40 C.F.R. part 761; (iv) "Radioactive Materials," identified by any local, state, or federal government authority as being radioactive; and (v) "Infectious Materials," meaning any infectious substance, material, or waste that is defined, listed, or regulated by any local, state, or federal government authority.

8. COMPLIANCE WITH APPLICABLE LAWS

Customer shall, at Customer's sole expense, comply with all applicable municipal, state, and federal laws, ordinances and regulations (including but not limited to those relating to worker safety or the environment), building and zoning codes, professional licenses, and licenses and permits which may apply to the use of the Equipment ("Licenses and Permits"). Licenses and Permits include, without limitation, the discharge of treated water, and disposal of waste or spent Specialty Media or other materials, and security, traffic control and road crossings associated with the use of the Equipment. When transporting Non-Hazardous Waste, RENTX shall not be deemed to have taken license of any Non-Hazardous Waste and Customer shall remain the generator of such waste. Customer shall ensure that the Equipment at all times remains movable personal property. Customer shall not permit or allow the Equipment to be incorporated, attached or joined to any real or immovable property such that it causes the Equipment to be deemed a fixture.

9. WARRANTY / DISCLAIMER OF WARRANTIES

RENTX WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY AND THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, RENTX MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, SPECIALTY MEDIA, OR SERVICES AND MAKES NO WARRANTIES AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING THE PERFORMANCE OF ANY FILTRATION EQUIPMENT TO MEET ANY APPLICABLE REGULATORY STANDARD. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE AGREEMENT, RENTX DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, RENTX SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY,

10. MALFUNCTIONING EQUIPMENT

Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify RentX. If such condition is the result of normal operation, RentX will repair or replace the Equipment with reasonably-similar Equipment in working order, if such replacement Equipment is available. RentX has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within twenty-four (24) hours from the time of defect in order to terminate rental charges.

11. RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT

At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during RentX regular business hours or if RentX has agreed to pick up the Equipment, RentX shall endeavor to pick up the Equipment within a commercially reasonable period of time after Customer notifies RentX that the Equipment is called "off rent." Customer is obligated to restore the Equipment to the same condition as when delivered, reasonable wear and tear (as defined below) excepted. Customer shall be responsible for all damages to or loss of the Equipment from the time Customer takes possession of the Equipment until the Equipment is either returned to the Store Location by Customer or picked up by RentX. In the case of the loss or destruction of any Equipment, or inability or failure to return the same to RentX for any reason whatsoever, Customer will pay RentX the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay RentX the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. RentX shall be under no obligation to commence repair work until Customer has paid to RentX the estimated cost therefore. Customer agrees that RentX reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to damaged or lost Equipment.

12. REASONABLE WEAR AND TEAR

Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one -shift basis (as defined in Section 14 below). The following shall not be considered reasonable wear and tear: (i) damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels; cavitation; or freezing; (ii) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (iv) damage in the nature of dents, bending, tearing, staining, scratches, corrosion or misalignment to or of the Equipment or any part thereof; (v) wear resulting from use in excess of shifts for which rented; and (vi) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

13. LATE RETURN

Customer agrees that if the Equipment is not returned by the end of the Rental Period, RentX, in its sole discretion, may require Customer to do any of the following: (A) continue to pay the rental rate(s) applicable to the Equipment as specified in the Agreement; (B) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (C) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period;. Customer agrees that RentX reserves the right to charge the Credit Card, and/or Customer's account for any amount owed by Customer pursuant to this section due to late return of Equipment.

14. RENTAL PERIOD / CALCULATION OF CHARGES

Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is either returned to the Store Location during RentX regular business hours or picked up by RentX after Customer notifies RentX that the Equipment is "off rent" and obtains an "off rent" confirmation number from RentX. Pick-up and delivery by RentX is subject to a "Delivery and Pick-up Service Charge," the amount(s) of which are disclosed on the Rental and Service Agreement. Rental charges do not include the cost of the Refueling Service Charge, any applicable Taxes (as defined below), the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge or other miscellaneous charges, the amount(s) of which are disclosed on the Rental and Service Agreement. Additionally, RentX shall invoice Customer for any additional excess cleaning or repair costs, including: (i) removal of any alterations made by Customer to the Equipment; (ii) restoration of the Equipment to its original configuration; transportation to and from an approved repair facility. As set forth herein, "Taxes" shall mean sales tax, goods and services tax or other taxes, levies and assessments required to be collected by RentX from Customer at any time upon, or in respect of, the Equipment and/or this Agreement. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four-week period (this applies to daily, weekly, and monthly rentals). Seasonal rentals are allowed 300 hours. Any machine hour past the allocated 300 hours will be billed at \$40.00 per hour based upon the hour meter. Weekend rentals are allowed 12 hours. On power equipment, operations in excess of one shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift. Customer will truthfully and accurately certify to RentX the number of shifts the Equipment was operated on and the hour meter will be the defining factor. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of the Agreement. TIME IS OF THE ESSENCE OF THE AGREEMENT

15. REFUELING SERVICE CHARGE

Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. If your equipment was dropped off with less than a full tank you must return it with at least the amount that was dropped off which is defined in the Drop Off Form that you will receive a copy of. All fuel that must be replaced will be billed at a charge of \$8.50 per gallon for On Road Diesel. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.

16. DEPOSIT AND PAYMENT

- A. **DEPOSIT:** In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms of this Agreement to be performed by Customer. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by RentX as a result of the breach.
- B. **PAYMENT:** All amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental and service charges is essential to RentX business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and RentX agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of two percent (2%) per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Effective January 1, 2021 and where permitted by law, RentX will impose a

surcharge of 3.0% for credit card payments on charge accounts. This surcharge is not greater than the RentX merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions. Rental rates do not include sales tax, goods and services tax or other taxes, levies and assessments required to be collected by RentX from Customer at any time upon, or in respect of, the Equipment and/or the Agreement (collectively, "Taxes"). Customer agrees that RentX reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to late or past due payment(s) or rental charges or Taxes. In the event Customer asserts that a transaction is exempt from Taxes, Customer agrees to provide a valid tax exemption certificate. Should the transaction later be deemed taxable, Customer is obligated to reimburse RentX for any Tax assessed that was attributable to Customer.

17. TITLE / NO PURCHASE OPTION / NO LIENS

With the exception of Specialty Media, the Agreement is not a contract of sale, and title to the Equipment shall at all times remain with RentX. Unless covered by a specific supplemental agreement signed by RentX, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

18. TIRE AND TUBE REPAIR OR REPLACEMENT

Repair or replacement of tires and tubes on Equipment is the responsibility of the Customer and is not included in the rental rate. Customer can choose to have RentX repair the tire(s) which will be billed at a fee of \$150 per hour port to port plus going rate for tire replacement, tube, supplies. Customer is welcome to have tire fixed on their own but the tire must be of equal or greater brand. Excessive wear on tires will result in RentX replacing those tires which will be billed to the customer. Excessive wear is gauged from the drop off pictures of each tire verse the amount of hours used.

19. DEFAULT

Customer shall be deemed in default should Customer fail to pay any amount when due hereunder; fail to perform, observe or keep any provision of the Agreement; become "Insolvent" (as defined herein), or should RentX anticipate that Customer may become Insolvent; or otherwise be in default. If Customer is in default, RentX may do any one or more of the following: (i) terminate the Rental Period; (ii) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (iii) cause RentX employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by RentX in retaking and repossessing the Equipment; or (iv) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer shall generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; make an assignment for the benefit of creditors, or petition or apply to any court or tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or take any action indicating its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for all or any substantial part of its properties.

20. NO ASSIGNMENT, LENDING OR SUBLETTING

Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of RentX, and any such action by Customer, without RentX written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth in the Agreement unless RentX approves otherwise in writing. RentX may at any time, without notice to Customer, transfer or assign the Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

21. Equipment RENTAL

1. **Accidents, Theft and Vandalism.** Customer must promptly and properly report any accident, theft or vandalism involving the equipment to RentX and to the police in the jurisdiction in which such incident takes place. Customer should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If a Customer or any Qualified Operator receives any papers relating to such an incident, those papers must be promptly given to RentX. Customer and any Qualified Operators must cooperate fully with RentX investigation of such incident and defense of any resulting claim. Customer and any Qualified Operators authorize RentX to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction

2. **Cleaning.** Upon return, the equipment in RentX discretion will charge Customer a minimum of \$250 for professional cleaning. We use our before photos which are logged as the determining factor. All tracks must be returned to RentX clean and free of rocks, dirt, debris, sticks. If tracks are not clean, it will be subject to a fee of \$150.00. If the machine is stained by concrete and or asphalt there will be an additional charge of \$250 as a minimum and depending on the amount of concrete and or asphalt the price can go up from there. When concrete and asphalt is removed it sometimes scratches the paint which the renter will be responsible for.
3. **Smoking.** RentX maintains a non-smoking fleet, including a prohibition on the use of e-cigarettes in the vehicle. If the equipment has an odor or is soiled from smoke or vapor of any kind, RentX will charge a minimum of \$250 for odor removal.
4. **Recovery Costs.** Customer is responsible for recovery expenses, consisting of costs of any and all kinds (and including attorneys' fees and court costs) incurred by RentX in recovering the Vehicle (i) under this Rental and Service Agreement; or (ii) if it is seized by governmental authorities as a result of the use of the equipment by Customer, any Qualified Operator or any other operator with Customer.
5. **Lost Keys/Key Fobs/Transponders/Lockouts.** If Customer loses the equipment keys, key fobs, RentX will charge Customer for the actual cost of replacing the item, and for the cost of delivering replacement keys and/or key fobs. If a Customer or Qualified Operator locks the keys and/or key fobs in the equipment and requests assistance from RentX, RentX may charge Customer for the cost of delivering replacement keys and/or key fobs.
6. **Flip Over Of Equipment.** If at any time the equipment is flipped over we ask that you do not run the equipment and notify RentX immediately. We will dispatch a mechanic to access the damage. This is billed at a rate of \$150.00 per hour port to port. Once assessment is completed we will lay out what needs to be done to the equipment before running equipment again. If equipment needs to be uprighted this can be done by our service or a tow company. This is not to be done until we have inspected the equipment. All repairs to equipment and charges to upright equipment are the expense of the customer and are billed at time and materials.
7. **Other Charges; Miscellaneous.** Any other charges specified on or in the Rental and Service Agreement will be charged at the applicable rates specified therein. Any such charges which are stated on the Rental and Service Agreement as a daily rate shall be due and payable for each full or partial rental day. Charges for the rental of the Vehicle will continue to accrue until the Vehicle is returned to RentX or, if the Vehicle has been stolen while in Customer's possession, until Customer reports the theft both to the police in the jurisdiction in which the theft occurs and to RentX.

22. ENTIRE AGREEMENT / ONLY AGREEMENT

These terms and conditions and the front the Agreement, and any Addendum attached thereto, represent the entire agreement between Customer and RentX with respect to the Equipment and the rental and servicing of the Equipment. There are no oral or other representations or agreements not included herein. None of RentX rights or Customer's rights may be changed and no extension of the terms of this Agreement may be made except in writing, signed by both RentX and Customer. Any use of Customer's purchase order number on this Agreement is for Customer's convenience only.

23. ORDER OF PRECEDENCE

These terms and conditions and the Agreement shall control over any terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by RentX. In the event that RentX signs a Customer's purchase order or similar document, such signature shall be solely for the purpose of acknowledging the order; it being the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions.

24. CLASS ACTION WAIVER

Customer agrees that any claims or proceedings brought by Customer relating to this Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue RentX as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against RentX. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

25. JURY WAIVER

The federal and state courts in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Agreement. TRIAL BY JURY IS WAIVED. In order to effect service of process on RentX, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the

registered agent and the registered office address that is on file with the Secretary of State for RentX. RentX shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

26. OTHER PROVISIONS

1. Any failure of RentX to insist upon strict performance by Customer of any terms and conditions of this Agreement shall not be construed as a waiver of RentX right to demand strict compliance. Customer has carefully reviewed this Agreement and waives any principle of law which would construe any provision hereof against RentX as the drafter of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
2. Customer agrees to pay all reasonable costs of collection, court costs, attorneys' fees and other expenses incurred by RentX in the collection of any charges due under this Agreement or in connection with the enforcement of its terms.
3. Customer shall pay the rental charges without any offsets, deductions or claims.
4. Customer consents to the collection, use and disclosure of his or her personal identification and financial information as described herein and in RentX Privacy Policy. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information includes, for example, Customer's name, billing address, ZIP code, telephone number, date of birth, driver's license number and email address. Financial information includes, for example, information related to any balances or invoices related to the Agreement. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with RentX and for RentX to evaluate and improve its products and services and/or develop new products or services. Customer's personal identification information and/or financial information may be disclosed to contractors, service providers and other third parties that support RentX business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
5. RentX shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (i) permanent closure of the Store Location; (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government; or (iii) as otherwise set forth in this Agreement.
6. If any provision of this Agreement is invalid, illegal or incapable of being enforced under applicable law, that provision will be severed from this Agreement and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties shall modify this Agreement so as to effect the original intent of the parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

27. CRIMINAL WARNING

The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

28. GPS TRACKING

Customer and RentX each consent to the collection and monitoring of electronic information, including Global Positioning System ("GPS") data, generated by or in connection with Customer's use of or the location of the Equipment (including the Telematics Devices). Customer agrees that RentX owns the data described in this paragraph and may use such data, including GPS data, for any purpose, including commercial purposes.

29. FORCE MAJEURE

Neither party shall be liable to the other party for failure to comply with the terms of the Rental and Service Agreement or performance of its obligations hereunder to the extent such failure has been caused by Force Majeure, provided that the non-performing party shall give notice to the other party as soon as commercially possible and shall exercise reasonable efforts to resume performance. For the purposes of the Rental and Service Agreement, "Force Majeure" shall mean fire, war, insurrection, act of terrorism, riots, flood, hurricane, typhoon, earthquake, tornado, mudslide, tsunami, and any other natural disaster, pandemic or other causes beyond the reasonable control and not due to the fault of the non-performing party.

30. CHANGES TO THE RENTAL AND SERVICE TERMS

RentX reserves the right to modify or make changes to these Rental and Service Terms at any time. Any such modification will be reflected in these terms as of the "Last update" date above, and will be effective immediately upon public posting on RentX website. Customer's continued use of the Equipment following any such modification constitutes

the Customer's acceptance of these modified Rental and Service Terms. Except for changes described here, no other amendment or modification of these Rental and Service Terms will be effective unless in writing and signed by the parties.

31. CANCELLATION POLICY

Due to the fact that all of our equipment is by reservation only, and your requested equipment is removed from our available equipment list, making it unavailable for other clients. We are forced to charge a Cancellation Fee to compensate for the time the equipment is not available, as follows:

Day Of Event Cancellation - 100% of the total rental invoice

Less Than 48Hours Notice up to day of event - 50% of the total rental invoice (except Special Order items)

More Than 48Hours Notice - No Fee (except Special Order items)