



Master Equipment Rental Agreement

This Agreement (this "Agreement") is made between:

RENTAL TRUX LLC, with an address of 2800 Powell Avenue South, Birmingham AL 35233,

hereinafter called "the Supplier", and the Customer identified in the contract, hereinafter called "the Customer."

1. **Details of Equipment.** The Supplier hereby rents to the Customer, subject to the covenants and General and Special Conditions herein, the equipment described and identified under the heading Details of Equipment (hereinafter called the "Equipment"), for use at such Location for the Rental Period at the Rental Rate as stated herein and provided below.

The Rental Period under this Agreement for the Equipment will not exceed 364 consecutive days, whether implied or otherwise (inclusive of all renewals and extension)

2. Supplier shall have no obligation to release, deliver, or allow pickup of the Equipment unless and until the required certificate of insurance and all required endorsements have been received, reviewed, and approved by the Supplier. The Supplier reserves the right to reject any insurance documentation that does not comply with the requirements of this Agreement. Any delays resulting from insufficient or incomplete insurance documentation shall not relieve the Customer of any obligations under this agreement, and Supplier shall not be liable for any resulting costs, delays, or damages.
3. **Special Conditions.** The following covenants and conditions (the "Special Conditions") form an integral part of this Agreement and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail. The Customer and Supplier agree to the following Special Conditions.

- A. **PAYMENT:** The Rental Rate for every item of Equipment shall be payable **in advance by the Customer at the address of the Supplier set forth above. For a Monthly Rental, the initial payment is due before receipt of the Equipment by Customer (or its agent of carrier), and all additional payments shall be made on or before the 1st of every month in which the Equipment is anticipated to be in use with the Customer.** For a Weekly Rental, the initial payment is due before receipt of the Equipment by Customer (or its agent of carrier), and all additional payments shall be made on or before the Monday of every week thereafter in which the Equipment is anticipated to be in use with the Customer. Daily Rental of Equipment is due in advance and thereafter on demand of the Supplier. Payments by credit card are subject to a (3%) handling charge. Customer shall pay Supplier interest at 18% per annum, or the highest lawful rate, on any delinquent payment from the date when such payment was due until paid, and on any other sum for breach of this Agreement, from the date of breach, and expenses of collection, including attorney fees.

INVOICE ADJUSTMENTS / EARLY RETURN: In the event the Customer returns the equipment prior to the originally agreed rental period, and such early return requires the Supplier to revise, recalculate, or reissue any invoice, the Customer shall be charged an administrative fee of \$150.00 per occurrence. Customer acknowledges that early returns do not alter the minimum rental period or applicable rental charges as outlined in this agreement.

CONDITION OF RELEASE: Notwithstanding anything to the contrary, the Supplier shall have no obligation to release, deliver, or allow pickup of any equipment unless and until full payment of all required rental

charges, fees, deposits, and applicable taxes has been received and verified by the Supplier.

- B. REGULAR MAINTENANCE:** The Customer will be responsible for regular maintenance, daily greasing and lubrication as well as daily wash down of the Equipment ("Regular Maintenance"). If the Customer cannot properly perform or arrange the Regular Maintenance, in the opinion of the Supplier, the Supplier will perform the Regular Maintenance during the Rental Period at the sole cost of the Customer. The Customer will be charged at the Supplier's shop repair rate of \$175/hour or road rate of \$200/hour plus travel time for such Regular Maintenance.
- C. WEAR ITEMS:** The Customer will be responsible for the cost of replacement of all normal wear items associated with the Equipment including, but not limited to; brooms, hoses, tubes, tires, nozzles, etc. Such replacements shall be of at least equal quality to the items delivered with the Equipment.
- D. DAMAGE:** The Customer will be responsible for any and all incidental damages incurred during the Rental Period. Vehicle inspections are carried out at the time of check out and check in of every piece of Equipment. The return inspection performed at check-in is preliminary in nature and shall not relieve the Customer of responsibility for damages, excessive wear, abuse, or mechanical issues that are discovered after the equipment has been returned, inspected further, cleaned, tested, or repaired by the Supplier. Customer acknowledges that certain damages may not be immediately visible or identifiable during the initial check-in process. The Supplier reserves the right to invoice Customer for subsequently discovered damages related to the rental period. A mechanical inspection will be completed after the return of the Equipment to inspect for mechanical damage that occurred during the Rental Period. The Customer will be notified of any damages found during the visual and mechanical inspections and will be provided with photos and a quotation for repairs to the Equipment. Damage assessments, quotations, and invoices are subject to the availability and scheduling of Supplier's service department, outside vendors, and parts availability. Customer acknowledges that damage invoices may require additional processing time and agrees that Supplier shall have up to sixty (60) days following return of the Equipment, or longer if reasonably necessary based on repair complexity or vendor delays, to provide notice and invoicing for damages. **In the event that repairs cannot be completed within 5 days, the rental terms and contract will continue until such time that the Equipment is repaired and in good running order. Customer shall pay the cost of such repairs on demand of Supplier.**
- E. CVOR:** The Customer understands and warrants that the Customer is operating the Equipment under their own CVOR, or equivalent commercial vehicle number and shall display it prominently on the door of the Equipment.
- F. TRAFFIC TICKETS/TOLLS:** The Customer shall be responsible for any and all tickets or costs incurred as a result of traffic violations and toll route usage. If the Supplier incurs any such charges directly the Customer will be billed the full amount of the ticket and/or toll plus an administration fee of \$150.00. Customer shall pay the cost of such tickets/tolls on demand of Supplier.
- G. CLEANING:** The Equipment shall be returned with the interior cab and exterior body cleaned or appropriate cleaning fees will be charged to the Customer at a rate of \$189/hour. Customer shall pay the cost of cleaning on demand of Supplier.
- 4. FUEL:** The Customer shall return the Equipment to the Supplier at the end of the contract with at least the equivalent amount of fuel as when the Customer took possession of the Equipment as indicated on the Rental Inspection Sheet or refueling fees will be charged to the Customer at a rate of \$8.50 per gallon.
- A. DEBRIS/WATER ON BOARD:** The Customer shall not return the Equipment to the Supplier with debris or water on board. Rental rates will continue until the Equipment is returned empty or Supplier shall have the option to empty the Equipment and charge Customer the cost of disposal plus \$175/hour for the time taken to remove debris and water.
- B. SAFETY:** The Customer is responsible to ensure their drivers are qualified to drive the Equipment, carry all the necessary licensing, and comply with all road and highway laws set forth in their jurisdictions. Customers are responsible to ensure that daily inspection and driving log requirements are met. The Customer accepts the responsibility to report any and all safety defects to their respective maintenance personnel and the Supplier. Any Customer who knowingly operates a piece of Equipment with a defect accepts all civil, criminal and financial responsibility caused as a result of said defect(s).
- C. HAZARDOUS MATERIALS:** The Customer shall not return the equipment containing or contaminated with any hazardous, toxic, regulated, or otherwise dangerous materials, including but not limited to chemicals, oils, fuels, contaminated water, or regulated waste. In the event such materials are present upon return, the Supplier reserves the right to arrange for proper removal, disposal, decontamination, and cleaning of the Equipment. The Customer shall be responsible for all associated costs, including third-party disposal fees, environmental remediation, transportation, and labor at the Supplier's standard rates. Additional

administrative fees may apply. Rental charges will continue until the equipment is returned to a safe, clean, and serviceable condition.

D. IFTA: Customer is responsible for logging miles and fuel receipts in accordance with the International Fuel Tax Agreement (IFTA).

5. General Conditions. The following covenants and conditions (the "General Conditions") form an integral part of this Agreement and constitute legally binding obligations on Customer and Supplier.

A. THE RENTAL PERIOD: The Rental Period (the "Rental Period") shall commence on the date in which the Customer takes possession of the Equipment and shall continue until such time as the Equipment has been received by the Supplier at their location and a rental check-in inspection confirms that the Equipment was returned clean, free of debris or water on board and without damage. The Rental Period shall include any time associated with transportation of the Equipment.

B. CALCULATION OF RENTAL CHARGES:

- i. **MONTHLY RENTAL RATES:** a minimum period of one month, 28 (twenty-eight) days (a "Monthly Rental"), computed from the date of commencement of the Rental Period up to but not including the same day in the fourth week and shall apply when the number of hours the Equipment is operated in any one month does not exceed 175 (one hundred and seventy-five) hours.
- ii. **WEEKLY RENTAL RATES:** a minimum period of one week (a "Weekly Rental"), from the day of commencement of the Rental Period up to but not including the same day in the following week and shall apply when the number of hours the Equipment is operated in any one week does not exceed 45 (forty-five) hours.
- iii. **DAILY RENTAL RATES:** a consecutive period of twenty-four hours or less (a "Daily Rental") in which the number of hours the Equipment is operated shall not exceed 9 (nine) hours.
- iv. **OVERTIME CHARGES:** Where Equipment is operated in excess of the above stated hourly maxima ("Overtime Charges"), such excess shall be charged at: 1/175th of the monthly rate for each hour in excess of 175 worked in any 28 consecutive day period; 1/45th of the weekly rate for each hour in excess of 45 worked in any one weekly period; 1/9th of the daily rate for each hour worked in excess of 9 hours in any one day.
- v. After the minimum Monthly Rental, Weekly Rental, or Daily Rental Period has expired, the amount due and payable for a fraction of any succeeding period shall be the proportionate part of the applicable Rental Rate according to the number of calendar days in such fraction.
- vi. Rental Rates shall not be subject to any deduction for any non-working time during the Rental Period, nor because the Customer returns the Equipment to the Supplier before the expiration of such Rental Period.
- vii. All applicable taxes and fees, assessments, with respect to the rental of the Equipment are in addition to the Rental Rate.
- viii. Rental rates shall apply only to the specific Rental Period and rate structure agreed to by the Supplier in advance. Daily rental rates shall not automatically convert to weekly or monthly rental rates, and weekly rental rates shall not automatically convert to monthly rental rates, based upon the length of time the equipment remains in the Customer's possession.
- ix. It shall be the sole responsibility of the Customer to communicate any requested extension or change in rental term prior to the expiration of the current rental period. Any modification to the applicable rental rate or rental term must be expressly approved by the Supplier in writing.

C. OPERATION, MAINTENANCE, AND REPAIRS: The Customer declares that he or its employees and agents understand the operation of the Equipment before operation of the Equipment. Customer shall furnish operators all safety gear in order to safely operate the Equipment and pay all wages and costs associated with the operation of the Equipment, including Worker's Compensation insurance covering any operator. The Customers shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage,

and shall at the Customer's own expense maintain and ultimately return to the Supplier the Equipment in good repair and operating condition. **Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of the Rental Period pay the cost of all fuel, oil and lubricants required to operate the equipment, and all repairs and replacements parts to keep**

the Equipment in good repair and running order.

- D. WINTERIZING THE WATER PUMP:** The Customer understands the winterization procedure of water pump and will be responsible for damage due to freezing of the water system.
- E. STREET SWEEPER:** Customer understands that this is a Street Sweeper not a high-volume leaf collector/leaf machine. Vacuum sweepers will indeed pick up leaves but must do so the proper manner. Damage due to improper use of the street sweeper will be the responsibility of the customer.
- F. DAMAGE TO EQUIPMENT/RISK OF LOSS:** The Customer agrees to indemnify the Supplier against all loss and damage to the Equipment hereby obtained, during the Rental Period, based on the value of such Equipment stated in the Details of Equipment. Supplier shall not be responsible for loss or damage to property, material, or equipment of Customer. Customer and its insurers waive all rights to subrogation against the Supplier for such losses.
- G. LIABILITY OF THE CUSTOMER:** The Customer shall indemnify the Supplier against any and all loss, expenses, penalties, damages, condemnations, and legal costs, including the costs of Supplier's defense, which the Supplier may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage suffered by any person by reason of operation, handling, transportation or use of the Equipment by or whilst in the hands of the Customer or the latter's employees agents or carriers.
- H. WARRANTY DISCLAIMER AND LIABILITY OF THE SUPPLIER:** The liability of the Supplier is limited to its express obligation to deliver the equipment in working order and the Supplier shall not be liable for any direct or indirect loss or damage of the Customer arising from any subsequent failure of the equipment or from its lack of suitability for the work it may be required to perform. In no event shall Supplier's liability exceed the total Rental Rate paid under this Agreement. OTHER THAN THE FOREGOING, SUPPLIER, BEING NOT THE MANUFACTURER OF THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. SUPPLIER ALSO DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO THE CUSTOMER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. THE EQUIPMENT IS LEASED IN "AS IS" CONDITION AND SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS, DELAY, OR DAMAGE FOR DEFECTS IN, OR INEFFICIENCY OF, OR BREAKAGE OF THE EQUIPMENT.
- I. TITLE AND LIENS:** Title and ownership to the Equipment shall always remain in the Supplier and nothing contained in this Agreement shall be deemed to have the effect of conferring upon the Customer any right or title whatsoever in or to the Equipment, other than that of a lessee. The Customer shall not at any time suffer or permit any charge or lien, whether possessively or otherwise, to exist against the Equipment, and shall keep the equipment free of all taxes (including Municipal Taxes whether assessed in the name of the Supplier or Customer) liens and encumbrances. The Customer shall give the Supplier immediate notice in case any of the Equipment is levied upon, or from any cause becomes liable to seizure, and Customer shall indemnify Supplier against all loss and damages caused by such action.
- J. DEFAULT AND TERMINATION OF AGREEMENT:** Should the Customer default or fail to make any payment when it becomes due, or become bankrupt, or overload the Equipment or tax it beyond its capacity, or fail to maintain and operate or to return the Equipment as provided by this Agreement, or violate any other provisions hereof, the Supplier may in its option terminate this Agreement, and without notice to the Customer, re-take possession of the Equipment without becoming liable for trespass, and recover all rentals due and full damages for any injury to, and all expenses incurred, including legal fees and court costs, in retaking possession of the equipment. Supplier may also pursuant any other remedy at law or in equity available to it. Notwithstanding said repossession or any other action Supplier may take, Customer shall be and remain liable for full performance of all obligations of this Agreement. The remedies herein are cumulative and may be exercised concurrently or separately.
- K. ABANDONMENT:** If at any time during the rental period the Equipment is stored and left at any location whereby the Equipment is not properly secured or maintained, the Equipment will be considered abandoned and the Supplier will have the right to repossess the immediately and Customer shall be in default hereof. The Customer will continue to be solely responsible for all charges related to securing, storing and retrieval of the Equipment as well as any damage. In addition, the rental contract and all fees and costs will continue to be in full effect until such time the Supplier has examined and determined the condition of the Equipment.
- L. SUB-LETTING AND ASSIGNMENT:** The Customer shall not be entitled to sublet or assign any of his (its) rights under this Agreement or in or to any of the Equipment hereby rented without the written consent of the Supplier previously obtained, but the Supplier shall be entitled to assign his (its) rights hereunder or in

and to any of the Equipment hereby rented subject to the observance by the assignee of all the obligations of the Supplier hereunder.

- M. ARBITRATION:** Should any dispute arise between the parties on any matter arising out of this Agreement it shall be referred to a single arbitrator in the State of Alabama, selected by Supplier.
- N. NOTICE:** Any notice to be given by one party hereto to the other shall be in writing and mailed by prepaid registered post or guaranteed overnight delivery (UPS, FedEx, or Equivalent) to the other party at the address shown in this Agreement, and such notice shall be deemed to have been received by the addressee on the juridical day next following that on which same has been so mailed.
- O. AMINISTERIAL PROVISIONS:** This Agreement will be interpreted according to the laws of the State of Alabama and the parties both consent to the venue of Jefferson County, Alabama for any action hereunder. This Agreement shall be binding on both parties and their successors and assigns. No failure of the Supplier to exercise any requirement or remedy hereunder shall be considered a waiver thereof. In the event any term or provision of this Agreement is found invalid, it shall not affect the validity or enforcement of all remaining terms in this Agreement.
- P. EXPENSES:** Customer will pay Supplier all costs and expenses, including attorney fees, incurred by Supplier in exercising any of its rights or remedies in this Agreement or enforcing any of the terms, conditions, or provisions hereof.
- Q. ENTIRE AGREEMENT.** This instrument constitutes the entire Agreement between the Customer and Supplier; and, it shall not be amended, altered or changed except by written agreement signed by both parties.

The Supplier and Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein. This Agreement will remain in full effect until such time as all outstanding charges resulting from this agreement are received in full by the Supplier. Customer has had the opportunity to seek legal advice before signing and understands once signed this Agreement constitutes a legally binding agreement.