



# LTC RENTALS

## CUSTOMER CREDIT APPLICATION

### COMPANY INFORMATION

Company Name: \_\_\_\_\_ Key Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Website: \_\_\_\_\_ LTC Sales Rep: \_\_\_\_\_

Type of Business: \_\_\_\_\_ In Business Since: \_\_\_\_\_ Legal Business Form: \_\_\_\_\_

Will your purchases be tax exempt (Y/N) – if yes please provide tax exempt certificate

Fed ID or SS#: \_\_\_\_\_ Has your company ever filed for bankruptcy (Y/N)

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_ Billing Contact email: \_\_\_\_\_

### BANK REFERENCE

Bank Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

By applying for credit, you authorize your bank to provide information about your account standing

### TRADE REFERENCES

Company Name: \_\_\_\_\_ Key Contact \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Contact Person: \_\_\_\_\_ Account #: \_\_\_\_\_

Company Name: \_\_\_\_\_ Key Contact \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Contact Person: \_\_\_\_\_ Account #: \_\_\_\_\_

Company Name: \_\_\_\_\_ Key Contact \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Contact Person: \_\_\_\_\_ Account #: \_\_\_\_\_

The undersigned hereby confirms that all information provided above is accurate.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By signing above you the customer agree to the rental Terms and Conditions on pages 2,3, and 4 of this application.

# LTC RENTALS

**CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON PAGE 2.**  
**BY SIGNING THE RENTAL AGREEMENT, YOU (THE CUSTOMER) AGREE TO ALL TERMS AND CONDITIONS STATED IN THIS CONTRACT.**

THE EQUIPMENT (AS DEFINED IN THE RENTAL CONTRACT) IS RENTED BY LTC RENTALS LLC. TO THE CUSTOMER PURSUANT TO THE TERMS AND CONDITIONS ON THIS CONTRACT HEREOF. CUSTOMER REPRESENTS HAVING READ AND AGREED TO ALL OF THE TERMS AND CONDITIONS, INCLUDING THE TERMS IMMEDIATELY BELOW. NOTWITHSTANDING PAYMENT OF THE RPP FEE, CUSTOMER IS LIABLE FOR ALL DAMAGES TO THE EQUIPMENT, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF LTC RENTALS, CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF THE TERMS AND CONDITIONS HEREOF, OR IN VIOLATION OF THE RENTAL PROTECTION PLAN. CUSTOMER AGREES THERE ARE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; CUSTOMER ALSO AGREES THAT LTC RENTALS IS NOT LIABLE TO CUSTOMER FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT. CUSTOMER REPRESENTS THAT CUSTOMER HAS FULLY INSPECTED THE EQUIPMENT AND THAT THE EQUIPMENT IS IN GOOD CONDITION AND REPAIR AND THAT CUSTOMER IS LIABLE FOR ALL VIOLATIONS OF LAW ARISING OUT OF CUSTOMER'S USE, POSSESSION, OR USE OF THE EQUIPMENT.

## **Rental Agreement TERMS AND CONDITIONS**

This Agreement is for the rental of the equipment described above in this agreement, including all parts of and accessories to such equipment. This Agreement is between the customer identified in this contract and LTC RENTALS LLC. Both parties acknowledge that this Agreement consists of the terms written or printed on all pages of this contract AND THE "RENTAL AGREEMENT TERMS AND CONDITIONS" DETAILED BELOW.

By signing this agreement, you, the Customer (as defined below) agree and acknowledge that Customer has read, understands, accepts full responsibility for and is bound by the terms and conditions contained in this Rental Agreement (as defined below), which also consists of any optional products purchased by Customer in connection with this rental and the Reservation Details hereof for the Rental Period (as defined below) whether or not subsequent agreements are executed by Customer or if LTC Rentals assigns a new agreement number during the Rental Period for the purpose of invoicing Customer.

- 1. DEFINITIONS.** "Rental Agreement" means this Printed and/or Electronic Rental Agreement, including the Reservation Details. "LTC Rentals" means LTC Rentals LLC. "Equipment" means any one or more of the items identified in the Reservation Details and any accessories, attachments or other items delivered to Customer, including, but not limited to air hoses, electric cords, electrical connectors, forks, blades, fuel tanks and nozzles. "Customer" means the person or entity identified as such in the Reservation Details or any representative, agent, officer or employee of Customer. "Store Location" means the closest LTC Rentals branch location to the Job Location described in the Reservation Details. "Rental Period" means the period of time between the date "From" and date "To," set forth in the Reservation Details, except that the Rental Period may extend later or terminate earlier as specified in this agreement, if Customer returns the Equipment earlier or keeps the equipment longer. "Reasonable Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Reservation Details" means the Equipment, Rental Period, Delivery Information, Payment Information, and all other information set forth on the Confirmation/Order Summary Screen. "Credit Card" means the credit card provided by Customer as part of this Rental Agreement or otherwise kept on file with LTC Rentals.
- 2. INDEMNITY / HOLD HARMLESS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD LTC RENTALS, AND ANY 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, ATTORNEYS' 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 OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST LTC RENTALS BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY LTC RENTALS FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF LTC RENTALS. 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 RENTAL AGREEMENT. All of Customer's indemnification obligations under this paragraph shall be joint and several.
- 3. AUTHORITY TO SIGN.** Any individual agreeing to this Rental Agreement represents and warrants that they are of legal age and have the authority and permission to sign this Rental Agreement on behalf of the Customer.
- 4. LIMITATION OF LIABILITY.** In no event shall LTC Rentals 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) LTC Rentals' failure to deliver the Equipment as required hereunder, or LTC Rentals' failure to repair or replace non-working Equipment; (iii) or any incidental, consequential, punitive or special damages, 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 LTC Rentals and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.
- 5. CUSTOMER LIABILITY.** DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. 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 LTC Rentals and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.
- 6. INSPECTION OF EQUIPMENT.** Customer acknowledges that Customer will inspect the Equipment prior to taking possession thereof, and Customer will only accept delivery of the Equipment if Customer determines that the Equipment is in good working order and repair without defects, includes all readable decals, operating and safety instructions and is suitable for Customer's intended uses and needs. Customer acknowledges that Customer is familiar with the proper operation and use of each item of Equipment. Customer acknowledges that, prior to taking possession of the Equipment, Customer will obtain and read all safety bulletins, operator manuals, and tabulated data for each item of Equipment. LTC Rentals is not responsible for providing operator or other training unless Customer specifically requests in writing and LTC Rentals agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use). Customer agrees to inspect all hitches, bolts, cables, safety chains, hauling tongues and other devices and materials used to connect the Equipment to any towing vehicle. Customer acknowledges LTC Rentals is not responsible for any damage to any towing vehicle caused by detachable hitch or mirrors. Any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes LTC Rentals to leave the Equipment at the Site Address without requirement of written receipt).
- 7. DISCLAIMER OF WARRANTIES.** LTC RENTALS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY STATED IN THIS RENTAL AGREEMENT, LTC RENTALS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.
- 8. USE OF EQUIPMENT.** Customer agrees LTC Rentals shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason. Customer will not use or allow anyone to use the Equipment: (i) for an illegal purpose or in an illegal manner; (ii) or who is not qualified to operate it (iii) without a license, if required under any applicable law. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A. and the Internal Revenue Code) which may apply to the use of the Equipment. (iv) the Equipment shall be kept in a secure location. (v) customer shall not alter or cover up any decals or insignia on the Equipment or remove any operational or safety equipment or instructions (vi) the Equipment shall be kept in a secure location.
- 9. PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety equipment or instructions; (b) move the Equipment from the Site Address without LTC Rentals' written consent; (c) assign its rights under this Contract; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic); or (e) allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).
- 10. MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including but not limited to routine inspections and maintenance of fuel and oil levels, grease, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by LTC Rentals or its agents, but LTC Rentals has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. It is the sole responsibility of the customer to notify LTC Rentals of any necessary maintenance interval (as per the manufacturer's specifications) that occurs at any time during the rental period. If LTC Rentals determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges and rental of the Equipment until the repairs are completed. LTC Rentals has the right to inspect the Equipment wherever it is located. Customer has the authority to and hereby grants LTC Rentals and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. LTC Rentals shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for LTC Rentals' breach of this Section. Notwithstanding LTC Rentals' service commitment, LTC Rentals shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer agrees to pay for such charges.
- 11. REASONABLE WEAR AND TEAR.** The following shall not be deemed reasonable wear and tear: (i) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, air pressure, water or coolant levels; (ii) damage in the nature of tearing, bending, dents, slaying, corrosion or misalignment to or of the Equipment or any part thereof; (iii) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (iv) wear resulting from use in excess of shifts for which rented; (v) any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual except where LTC Rentals expressly assumes the obligation to service or maintain the Equipment; (vi) and any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.
- 12. RETURN OF EQUIPMENT/DAMAGED & LOST EQUIPMENT.** LTC Rentals may terminate this Contract at any time, for any reason. At the expiration of the Rental Period, Customer will return the Equipment to the Store Location that the equipment was rented from during LTC Rentals' regular business hours. The Equipment is to be in the same condition as when delivered to Customer, subject to reasonable wear and tear, as defined below and free of any hazardous materials and contaminants. In the event that LTC Rentals has agreed to pick up the Equipment from Customer, Customer shall notify LTC Rentals in writing that the Equipment is "Ready for pick up" and shall obtain an "Equipment pick up" confirmation number from LTC Rentals. LTC Rentals shall endeavor to pick up the Equipment within a commercially reasonable period of time after the Equipment is called "Ready for pick up." No pickups occur on Saturdays, Sundays or Jewish or statutory holidays. Customer shall be liable for all damages to or loss of the Equipment from the time the Equipment leaves the Store Location until the Equipment is (i) returned to the Store Location, including any damage during transit to or from Customer, (ii) or picked up by LTC Rentals after issuance of an "Equipment pick up" confirmation number. Customer remains liable for any loss, theft, damage to, or destruction of the Equipment until LTC Rentals confirms that the Equipment

is returned in the condition required herein. Customer will not be charged the rental charges after the date that the "Equipment pick up" number is given, provided Customer has otherwise complied with this Contract. If the Equipment is not returned by the estimated end of the contracted Rental Period, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period. In the case of loss or destruction of any of the Equipment or accessories, or inability or failure to return any of the equipment or accessories to LTC Rentals for any reason whatsoever, Customer will pay LTC Rentals the then full replacement cost 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 LTC Rentals the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. LTC Rentals shall be under no obligation to commence repair work until Customer has paid to LTC Rentals the estimated cost of repair. Customer agrees that LTC Rentals 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.

**Disinfecting:** During a widespread or global occurrence of any infectious disease, for Equipment handled by a person known or suspected to be infected or used in a known or suspected zone of infection including but not limited to permanent or temporary healthcare facilities and testing facilities, ambulance interiors, and biological laboratories, or any other place suspected of possible infection, Customer shall disinfect the Equipment in accordance with the following requirements: (i) disinfection must be performed by an independent contractor acceptable to LTC Rentals; (ii) it must be documented to LTC Rentals satisfaction; (iii) in the event Customer is unable to disinfect the equipment in accordance with the above stated manner, LTC Rentals will disinfect it and charge Customer for all costs incurred.

**13. INCIDENTS.** After an Incident, Customer shall (a) immediately notify LTC Rentals, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until LTC Rentals or its agents investigate; (c) immediately submit copies of all police or other third party reports to LTC Rentals; and (d) as applicable, pay LTC Rentals, in addition to other sums due herein the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the Manufacturer Suggested List Price or (ii) the full charges of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. LTC Rentals shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

**14. TIRE AND TUBE REPAIR OR REPLACEMENT.** Repair or replacement of tires and tubes is the responsibility of Customer and is not included in the rental rate.

**15. 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 LTC Rentals. If such condition is the result of normal operation, LTC Rentals will repair or replace the Equipment with reasonably similar Equipment in working order, if such replacement Equipment is available. LTC Rentals 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 24 hours from the time of defect in order to terminate rental charges.

**16. LATE RETURN.** Customer agrees that if the Equipment is not returned by the end of the Rental Period, LTC Rentals, in its sole discretion, may require Customer to do any of the following: (i) continue to pay the rental rate(s) applicable to the Equipment as specified in the Reservation Details; (ii) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (iii) or pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period; (iv) Assess a pickup charge if the keys are not readily available to the LTC Rentals agent picking up the equipment. Customer agrees that LTC Rentals 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.

**17. REFUELING SERVICE CHARGE.** Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged at the time the Customer returns the Equipment. 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.

**18. RENTAL PERIOD / CALCULATION OF CHARGES.** Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is returned to the Store Location during LTC Rentals' regular business hours. Rental charges do not include the cost of the Refueling Service Charge, any applicable taxes, the cost of the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge or any other miscellaneous charges. If Customer chooses to have LTC Rentals deliver and pick up the Equipment, Customer agrees to pay a Delivery and Pickup Service Charge. In the event that Customer has elected to pay for the Delivery and Pickup Service Charge, Customer shall notify LTC Rentals in writing that the Equipment is "Ready for pick up" and obtain an "Equipment pick up" confirmation number from LTC Rentals, at which time rental charges shall no longer be assessed, unless otherwise provided herein. Equipment may no longer be used in any way for the purposes of the customer after an "Equipment pick up" number is issued. Any damage occurring after an "Equipment pick up" number is issued is the sole responsibility of the Customer.

**19. TIME PERIOD OF RENTAL USE.** Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one shift" usage based on an 8-hour day, 40 hours per week and 160 hours per 4-week period. On Rental equipment, operations in excess of one shift will be as follows: 1.7 times the rental charges for double shift and 2.2 times the rental charges for triple shift. Weekly and 4-week rental rates shall not be prorated. Customer will truthfully and accurately certify to LTC Rentals the number of shifts the Equipment was operated. 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 this Rental Agreement.

**20. PAYMENT.** Customer shall pay all amounts due, without any offsets, in full at the time of rental, unless LTC Rentals approves Customer's executed credit application (credit customers must pay, upon receipt of LTC Rentals' invoice). Customer acknowledges that timely payment of rental charges is essential to LTC Rentals' business operations, and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and LTC Rentals agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2.5% per month (30% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate LTC Rentals for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. Customer agrees that LTC Rentals 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 loss, damage, cleaning or rental charges.

**21. 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, covenants, and agreements to be performed by Customer hereunder. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by LTC Rentals as a result of the breach.

**22. TITLE / NO PURCHASE OPTION / NO LIENS.** This Rental Agreement is not a contract of sale, and title to the Equipment shall at all times remain with LTC Rentals. 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.

**23. DEFAULT.** Customer shall be deemed in default should Customer: (i) in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Agreement; (ii) become "insolvent" (as defined herein), or should LTC Rentals anticipate that Customer may become insolvent; (iii) or otherwise be in default. If Customer is in default, LTC Rentals 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 LTC Rentals' 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 re-possession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by LTC Rentals in retaking and repossessing the Equipment; (iv) or pursue any other remedies available by law. Customer shall be considered "insolvent" if Customer shall: (i) generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; (ii) make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; (iii) 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; (iv) 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; (v) 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.

**24. CUSTOMER'S INSURANCE COVERAGE.** Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (i) commercial auto liability insurance with at least a per occurrence limit of \$2 million; (ii) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$1 million per occurrence and \$3 million in the aggregate; (iii) and property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by LTC Rentals. LTC Rentals shall be named as an additional insured for liability insurance and, if applicable, additional loss payee for property insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against LTC Rentals or its insurers by the Customer and its insurers, as well as a waiver of subrogation against LTC Rentals or its insurers. The policies required hereunder shall provide that LTC Rentals must receive not less than 90 days' notice prior to any cancellation. FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME LTC RENTALS AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.

**25. NO ASSIGNMENT, LENDING OR SUBLETTING.** Customer shall not sublease, sub rent, assign or loan the Equipment without first obtaining the written consent of LTC Rentals, and any such action by Customer, without LTC Rentals' written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Agreement unless LTC Rentals approves otherwise in writing. LTC Rentals may at any time, without notice to Customer, transfer, assign or sell to any other party or this Rental Agreement or any Equipment or other benefits due to or become due hereunder.

**26. COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain LTC Rentals' written consent prior to taking such action, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer is responsible for: (A) determining whether and obtaining, if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment. (B) ensuring no unauthorized transfers or diversions of the Equipment occur. (C) obtaining any required documentation necessary for return of the Equipment.

**27. 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 Rental Agreement. TRIAL BY JURY IS WAIVED. In order to effect service of process on LTC Rentals, 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 LTC Rentals. LTC Rentals shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

**28. CLASS ACTION WAIVER.** Customer agrees that any claims or proceedings brought by Customer relating to this Rental 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 as a class plaintiff or class representative, join a class member, or participate as an adverse party in any way in a class action lawsuit against LTC Rentals. Nothing in this paragraph however, limits Customer's right to bring a lawsuit as an individual plaintiff.

**29. ENTIRE AGREEMENT / ONLY AGREEMENT.** The Rental Agreement, including the Reservation Details, represents the entire agreement between Customer and LTC Rentals with respect to the Equipment and the rental of the Equipment. There are no oral or other representations or agreements not included herein. None of LTC Rentals' rights or Customer's rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both LTC Rentals and Customer. Any use of Customer's purchase order number on this Rental Agreement is for Customer's convenience only and terms and conditions, whether oral or written, that are different or inconsistent with the terms contained herein are hereby rejected by LTC Rentals.

**30. GPS TRACKING AND TELEMATICS.** Customer and LTC Rentals 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 through or utilizing any Telematics Devices. Customer agrees that LTC Rentals owns the data described in this paragraph and may use such data, including GPS data, in accordance with LTC Rentals Privacy Policy. Customer shall obtain all required consents as may be required under any applicable laws from its employees, contractors or other Qualified Operators to permit LTC Rentals collection and use of data under this section.

**31. FORCE MAJEURE.** Neither party shall be liable to the other party for failure to comply with the terms of the Rental Agreement or performance of its obligations hereunder to the extent that 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 all reasonable efforts to resume performance. For the purposes of the Rental and Service Agreement, "Force Majeure" shall mean fire, war, insurrection, 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.

**32. ORDER OF PRECEDENCE.** The terms and conditions of this Rental Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by LTC Rentals.

**33. OTHER PROVISIONS.** A. Any failure of LTC Rentals to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of LTC Rentals' right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provision hereof against LTC Rentals as the drafter of this Rental 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 Rental Agreement.

B. Customer shall pay the rental charge(s) without any offsets, deductions or claims.

C. Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and any other expenses incurred by LTC Rentals in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms.

D. Customer consents to the collection, use, and disclosure of their personal identification and financial information as described herein. 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 but not limited to, Customer's name, billing address, ZIP code, telephone number, date of birth, driver's license number, and email address. Financial information includes, for example but not limited to, information related to any balances or invoices related to the Rental Agreement. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with LTC Rentals, and for LTC Rentals 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 LTC Rentals' 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.

E. LTC Rentals shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of: (i) declaration of any emergency, disaster or similar situation by any federal, state or local government; (ii) permanent closure of the Store Location; (iii) or as any reason otherwise set forth in this Rental Agreement.

F. A Cleaning Charge will apply to Equipment returned with excessive dirt, grease, concrete and/or paint. Customer is responsible for all damage. There will be an additional charge for missing keys.

G. For matters arising from this Agreement, Customer authorizes LTC Rentals to verify and obtain through credit agencies or other sources Customer's credit and insurance information.

H. Customer expressly acknowledges that Customer and LTC Rentals are the only parties to this Agreement, notwithstanding that a reservation for the Equipment may have been arranged by a third party or that a third party may pay for all or part of the rental bill.

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

**34. OPTIONAL RENTAL PROTECTION PLAN.** THE RPP IS A CONTRACUTAL MODIFICATION OF CUSTOMER'S LIABILITY. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to LTC Rentals for any loss, theft, damage or destruction resulting from such. Customer's repair or replacement responsibility in Sections 12 and 13 is modified by the RPP and LTC Rentals shall limit the amount LTC Rentals collects from Customer for the Equipment loss, damage, or destruction to the following amounts for each piece of Equipment:

- (a) 10% of the Manufacturer Suggested List Price up to a maximum of \$500 plus applicable state and local taxes for lost or stolen equipment.
- (b) 10% of the Manufacturer Suggested List Price up to a maximum of \$500 plus applicable state and local taxes for incidental or accidental damage to Equipment.
- (c) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by LTC Rentals or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions are satisfied, and an Exclusion does not apply.
- (d) charges in excess of \$50 per tire for tire repairs.

The RPP DOES NOT COVER ANY accessories, attachments, Rentals cords/cables, electrical connectors, air hoses, fuel hoses, batteries, blades, and nozzles. THESE ARE THE SOLE RESPONSIBILITY OF THE CUSTOMER.

FOR ALL RENTALS OF EQUIPMENT NOT LICENSED FOR ROAD USE, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH SECTION 24 ABOVE OR PURCHASE THE RENTAL PROTECTION PLAN. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF INSURANCE AS REQUIRED BY SECTION 24.

Exclusions. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (a) due to intentional misuse or carelessness; (b) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to LTC Rentals); (c) damage resulting from customer ignoring any warning or maintenance lights or service indicators; (d) customer operating equipment with less than 25% of fuel remaining in tank (e) customer using improper fuel or adding any improper fluid to the equipment; (f) any extra cleaning fees resulting from excessive dirtiness (g) due to Acts of God, such as floods, hurricanes, storms, wind, or earthquakes; and (h) using any equipment in or around salt water or in or around any corrosive environment (i) accessories or Equipment for which Customer is not charged the RPP fee. THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, LTC Rentals retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. LTC Rentals shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with and assign LTC Rentals all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to LTC Rentals whatever documents are required and take all other necessary steps to secure in LTC Rentals such rights, at Customer's expense.

**THE RPP IS NOT INSURANCE** and does NOT protect Customer from liability to LTC Rentals or others arising out of possession, control, or use of the Equipment, including injury, damage or death to persons or property.

**35. CHANGES TO THE RENTAL TERMS.** LTC Rentals reserves the right to modify or make changes to these Rental Terms at any time. Customer's continued use of the Equipment following any such modification constitutes the Customer's acceptance of any such modification of these Rental Terms. Except for changes described here, no other amendment or modification of these Rental Terms will be effective unless in writing and signed by the parties.