

ORDER TERMS

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

Rental Periods and Rate Calculation: The Rental Period begins when the rented item leaves Truan Equipment LLC ("Lessor") facilities and will end when returned during regular business hours (or when Lessee calls for equipment to be picked up if transit provided by Lessor). A Rental Day is 24 consecutive hours with a maximum of one shift consisting of eight running hours on the equipment. A Rental Week is seven consecutive days with a maximum of forty running hours on the equipment. A Rental Month is four consecutive weeks with a maximum of one hundred and seventy-two running hours on the equipment. Charges for running hours over the maximum allowed in the rental period will be calculated by dividing the day rate for that item by eight and then multiplying that result by the amount of running time over the allowed running time. All time is charged including Saturday, Sunday, and Holidays.

*** EQUIPMENT CAN BE INSPECTED BY LESSOR AT ANY TIME.**

*** NET DUE WITHIN 10 DAYS OR BALANCE WILL BE CHARGED ON CREDIT CARD.**

*** THE EQUIPMENT CANNOT BE MOVED FROM ADDRESS STATED ABOVE WITHOUT PERMISSION FROM TRUAN EQUIPMENT, LLC**

Failure to return the rented equipment by the expiration of the rental period or by an extended time mutually agreed to in writing, or the presenting of identification bearing a false, fictitious or misleading name or address shall constitute prima facie evidence of fraudulent intent and may result in criminal prosecution. I have read and I agree to the terms and conditions of this rental contract, including those on the REVERSE SIDE, which constitutes our entire agreement. There are no oral or other representations not included herein. I acknowledge receipt of a copy of this rental contract and receipt of all the listed equipment. (If applicable:) I am acting as agent for Lessee identified above, and I certify that I have full and complete authority to act as Lessee's agent and to enter into this rental contract. Lessee agrees to pay attorney fees and collection costs incurred in collecting delinquent balance.

BE SURE TO READ ALL OF THIS RENTAL CONTRACT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE BEFORE SIGNING.

TERMS AND CONDITIONS

NO WARRANTIES: THE EQUIPMENT IS RENTED "AS IS." THERE ARE NO IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE BE SET FORTH IN A SEPARATE WRITTEN AGREEMENT SIGNED BY LESSOR. IN NO EVENT SHALL LESSOR OR THE MANUFACTURER OF THE EQUIPMENT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Additional Rental Terms: If the item is returned in need of repair, Lessee will be charged rent while a machine is being repaired. On items that allow half day rates, Lessee must return the rented item within a total of five hours of the same day during normal business hours and with no more than four running hours to receive the half day rate.

Title: Title to the equipment shall remain with Lessor at all times; Lessee shall not accrue any right, title or interest in the equipment except as expressly stated in this contract.

Inspection: Lessee acknowledges receipt of the herein described equipment. Both parties agree that the rental equipment was inspected by Lessor and personally examined and accepted by Lessee at the time of delivery and that the equipment was in good and serviceable condition, except for any defect specifically noted on this rental contract.

Instruction: Lessee acknowledges that he has prior knowledge, or has received instruction on the safe use and proper operation of the equipment. Unsafe Conditions: In the event Lessee believes the equipment is unsafe or in need of repair, Lessee agrees to immediately discontinue use and promptly notify Lessor. Maintenance: Lessee shall maintain proper fluid levels, lubricate as directed in owner's manual, and perform necessary checks of the equipment to prevent damage and shall immediately notify Lessor in the event of Lessee's inability to correct fluid levels, perform necessary lubrication or provide other necessary care of the equipment. Lessee will not attempt to make repairs unless authorized in writing from Lessor and will provide Lessor with copies of all work done if authorization is given to make repairs. Location: Equipment will only be operated at the location specified herein unless Lessor has given Lessee written consent to do otherwise. Lessee will when requested advise Lessor of the exact location of the equipment. Lessor may enter any premises under Lessee's control or where the equipment is located to inspect the equipment and may remove it if in Lessor opinion it is being abused or used beyond its capacity. Operation by Qualified Personnel: Only Lessee, its authorized agents, employees, or employer, shall operate the equipment. Lessee is solely responsible for providing a qualified operator. An operator must be eighteen (18) years of age and properly trained and qualified to operate the equipment and perform the tasks assigned in a safe and skillful manner. Lessee will cause all authorized users to adhere to all warning labels on the equipment and follow safety and operating instructions in the operator's manual. Assignment or subletting: Lessee will not assign this rental contract or permit others to use the equipment, and shall not sublet, loan or dispose of the equipment unless authorized in writing by Lessor. Lessor may assign this contract. Exchange: Lessor reserves the right to exchange the equipment for a comparable piece of equipment as business conditions may require from time to time. Delivery and Pick Up of Equipment: Delivery and pick up of the equipment are additional services for which separate charges will be made. In no event shall Lessor be liable for any damages arising out of delivery delays, including but not limited to work stoppages, delivery or operational deficiencies or failure, breakdowns, strikes, Acts of God, unavailability of replacement equipment, or any other nature, or from any other cause, whether such delays are avoidable or not. LESSEE MUST CALL TO NOTIFY LESSOR WHEN EQUIPMENT IS READY FOR PICK UP AND LESSEE IS RESPONSIBLE FOR THE EQUIPMENT UNTIL IT IS RETURNED TO POSSESSION OF LESSOR OR ITS AUTHORIZED HAULING CONTRACTOR. If Lessee arranges own pick-up and delivery of the equipment, it is solely responsible for the equipment during all phases of the pick-up and delivery process. In the event the equipment is returned to our premises at a time not during our regular business hours, Lessee will remain responsible for any damage to or loss of the equipment occurring between the time of return and the commencement of our next business day. Equipment shall be returned in the same condition as first rented, ordinary wear and tear excepted. Risk of Loss: Placement of the equipment in Lessee's possession constitutes transfer of all risk of loss to Lessee for all damages, including damages in loading, unloading or transit if Lessee provides transportation. Lessee is solely responsible for and agrees to pay Lessor for replacing and/or repairing damage (at the election of Lessor) to the equipment from any cause whatsoever, and further agrees to pay Lessor all expenses for loss of use at standard rental rates, claim administration fees, diminishment in value, towing, storage, or impound fees, and costs incurred by Lessor to recover the equipment and establish damages, regardless of fault or negligence of Lessee or any person, and regardless if damages are the result of unforeseeable events or an Act of God. Lessee's payment to Lessor shall be made promptly upon Lessee's receipt of Lessor invoice therefore. Indemnity: Lessee assumes liability for, and agrees to indemnify, protect and keep harmless Lessor, its agents, successors and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees, of whatever kind and nature, arising out of the use, condition (including but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operating, ownership, selection, delivery, leasing or return of any item of equipment, regardless of where, how and by whom operated, or any failure on the part of Lessee to perform or comply with any conditions of this contract. The indemnities and assumptions of liabilities and obligations in this contract provided for shall continue in full force and effect notwithstanding the expiration or other termination of this contract. Lessee is an independent contractor and nothing contained in this contract shall authorize Lessee or any other person to operate any item of equipment so as to incur or impose any liability or obligation for or on behalf of Lessor. Lessor Insurance Obligation: Lessor does not provide, extend or afford any insurance coverage to Lessee, any employee, or authorized operator of the equipment under this Agreement. Physical Damage Insurance: At the time the equipment is rented, Lessee must provide a certificate of insurance evidencing coverage for physical damage to the equipment naming Lessor as loss payee. Upon Lessee's failure to provide said certificate of insurance, or on the expiration of a previously provided certificate, Lessee will be charged the damage waiver charges as set forth in this contract and/or Lessor may terminate this contract. Lessee shall cooperate with Lessor to obtain recovery under Lessee's insurance and all insurance proceeds shall be given or assigned to Lessor. Lessee hereby grants to Lessor a limited power of attorney to present insurance claims for property damage to Lessee's insurance carrier if the equipment is damaged during the term of this contract and to endorse Lessee's name on insurance payments. Liability Insurance: Lessee will maintain and provide satisfactory evidence of worker's compensation insurance. In addition, Lessee will, at Lessee's expense, at all times during the term of this contract, maintain in force a commercial general liability insurance policy covering the equipment in an amount not less than one million dollars (\$1,000,000) combined single limit naming Lessee as an additional insured. Such liability coverage shall be primary, and not excess or on a contributory basis, and shall provide coverage for liability for personal injuries and/or property damages sustained by any person or persons, and Lessee's indemnity obligations herein. Lessee agrees to abide by all of the terms and conditions of said insurance. In the event of a loss, Lessee, its agents and employees will cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. Lessor does not waive any claims or rights hereunder. Lessee's insurance obligation in no way limits Lessee's liability hereunder. Lessee's liability may be enforced regardless of whether insurance coverage is denied or otherwise determined invalid. Loss or Damage Waiver: THE DAMAGE WAIVER IS NOT INSURANCE. Any Lessee who does not provide proof of insurance as required by this contract will be charged a Damage Waiver ("DW") charge as established by Lessor. Lessee is fully responsible for damage, loss or destruction of the equipment subject to the terms and conditions of the DW. If the equipment is used in compliance with this contract and if Lessee pays the DW, then Lessor agrees to waive damages, to the extent specified in the DAMAGE WAIVER ADDENDUM which is incorporated herein by this reference. THE DAMAGE WAIVER WILL BE VOID IN THE EVENT OF DEFAULT UNDER THIS CONTRACT, OR ANY VIOLATION OF THE TERMS OF THIS CONTRACT, OR FRAUD OR MISREPRESENTATION BY LESSEE, NOTWITHSTANDING THE FOREGOING, EVEN WITH A DAMAGE WAIVER, LESSEE WILL BE LIABLE FOR ALL LOSS OR DAMAGE TO THE EQUIPMENT, UP TO ITS REPLACEMENT VALUE AND EXPENSE OF LESSOR IF SUCH LOSS OR DAMAGE RESULTS FROM: (a) failure to properly lubricate, maintain, adjust and/or service equipment; (b) sinking or submersion of equipment in mud or water; (c) damage due to riot, strike or civil commotion, vandalism, malicious mischief, disappearance, theft or conversion of equipment (Lessee must report all such occurrences within 24 hours to the proper public authorities and to Lessor); (d) use of the equipment by nonauthorized or non-qualified operators; (e) exposure to radioactivity or hazardous materials; (f) tire or track damage from improper inspection of work site for nails, rebar, rocks, or other sharp-edged objects, or track roll-off from improper operation or adjustment; (g) use or operation of the equipment in violation of any law or ordinance; (h) failure of Lessee to comply with any terms or conditions of the rental contract; (i) improper, negligent, reckless, careless, or abusive use or operation of equipment; (j) overloading or exceeding the rated capacity of the equipment; (k) use or operation of the equipment in a manner inconsistent with the instructions of the equipment manufacturer; (l) any intentional damage to equipment; (m) striking overhead object or use of equipment in demolition activities; (n) loading, unloading or transportation of equipment if Lessee provides transportation unless coincident with other protected loss, although waterborne transport is at Lessee's sole risk; (o) failure to secure the equipment by leaving keys readily available to an unauthorized operator; (p) alteration or modification of the equipment; (q) damage to motors, generators, drills, or other tools, electrical appliances or devices caused by use of non-utility generated power whether or not source supplied by Lessor. Remedies of Lessor: All rent or other sums due hereunder shall be paid without the necessity of demand or notice, and shall not be subject to counterclaim, set off, deduction or pro ration due to any circumstance or occurrence. In the event of Lessee's default, Lessee agrees that Lessor may peacefully enter the premises where the equipment is located and render the equipment inoperable and/or remove the equipment without liability to Lessor. If Lessor deems itself insecure, Lessor may terminate the Contract without notice to Lessee and without prejudice to any other claims Lessor might have against Lessee and Lessee shall remain liable for any loss or damage to the equipment notwithstanding such termination. In such event, Lessee agrees to pay Lessor all monies due for the remainder of the rental term as liquidated damages and not as a penalty. Lessor shall have the right to take any steps it deems necessary to recover the equipment if it is not returned on the date specified or if this contract is otherwise terminated. Lessor remedies provided herein are not exclusive, but shall be cumulative to all other remedies existing at law or in equity. Choice of Law, Jurisdiction, and Venue: This contract shall be governed by the laws of the State of Tennessee. Lessee agrees that, in the event of any suit or claim filed in connection with this contract, Lessee consents to the jurisdiction and venue of any federal or state court in Knox County, Tennessee. Personal Guaranty: If a personal guaranty has been executed and delivered to Lessor, the same is incorporated herein by reference. However, any provisions contained in a personal guaranty shall not have effect of invalidating a conflicting provision in this contract. In the event of a conflict between the terms of a personal guaranty and this contract, a construction of the terms shall be used to favor the rights of Lessor and protection of its rental equipment in all instances. Service Charges / Bad Check Fees: A service charge of 18% per annual will be assessed on all delinquent accounts. Lessor will assess the maximum penalty allowed by law for all checks returned due to insufficient funds or other reasons. Severability: This agreement shall be severed as to its provisions, and should any provisions be declared unenforceable for any reason, the remainder shall remain in full force and effect. Surrender of Rental Equipment: Lessee shall immediately surrender and deliver the rental equipment to Lessor at Lessee's expense in the event Lessee becomes unable to pay for same. In the event any payment is not made as due, Lessee shall, at his expense, immediately return the rental equipment to Lessor's principal place of business. Lessee covenants and agrees not to stop payment on any negotiable instrument, or hold the rental equipment without payment made to Lessor as due. Waiver of Jury Trial: EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES AND AGREES NOT TO REQUEST A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION BASED UPON OR ARISING OUT OF THIS CONTRACT OR THE RELATIONSHIP OR DEALINGS BETWEEN THE PARTIES.