

RENTAL AGREEMENT

TERMS & CONDITIONS

I agree that no representative of TNT Tractor Rental is authorized to make any promise, warranty, or representation to me other than those reflected in writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or changed except in writing signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement. In the event that I am returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct, and additional charges may apply if the equipment is returned damaged.

1. If I do not return the equipment by the scheduled end date, I agree to a weekly recurring charge until all tools have been returned, or a maximum rental charge has been recovered. In addition, I understand that misrepresentation or failure to return equipment can lead to prosecution.
2. I have been offered operating manuals on the rental equipment.
3. A cleaning fee of up to \$125.00 will be assessed if equipment is not returned clean.

EQUIPMENT RENTAL AGREEMENT TERMS AND CONDITIONS

PARTIES

This agreement is between TNT Tractor Rental, LLC. ("**TNT Tractor Rental**") and the Customer as identified on the front page of the Rental Agreement ("**Renter**"). TNT Tractor Rental will provide Renter the tools, large equipment, vehicles (**collectively "Equipment"**) described on the front page of this Agreement and in accordance with the terms outlined in this Agreement. TNT Tractor Rental will provide the Equipment "as is" and in good working condition, during the rental period (the "**Rental Period**") and according to the initial rental subtotal price identified on the front page of this Agreement ("**Rental Price**"). Renter agrees to return the Equipment prior to the expiration of the Rental Period, or to pay the additional rental fees described in **Section 10**.

PAYMENT

Renter is responsible for all charges due in full at the commencement of the Rental Period or upon TNT Tractor Rental's request, using a payment card approved by TNT Tractor Rental ("**Renter Card**"), including deposits ("**Deposits**"). Renter consents to the reservation of credit for estimated charges due, and authorizes TNT Tractor Rental to process all amounts due, on Renter Card (including vehicle rental, traffic law violations and parking citations, and any applicable administrative charge). In the event Renter cancels delivery of large equipment within 12 hours of the scheduled delivery time, a cancellation fee will be charged to the credit card on file. All charges are subject to audit, and either party will promptly pay to or credit the other party for any necessary adjustments or corrections to charges as a result of the audit. Renter must notify TNT Tractor Rental in writing of any disputed amounts, including credit card charges, withing

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twenty-five (25) days after the receipt of TNT Tractor Rental rental contract/invoice, or Renter will be deemed to have irrevocably waived its right to dispute such amounts. Renter will also pay all direct costs of collection, including attorney fees, and interest at the highest rate permitted by law on any past-due amounts.

PERMITTED USE/RESTRICTIONS/MAINTENANCE

Renter agrees that TNT Tractor Rental has no control over the manner in which the Equipment is operated during the Rental Period. Renter warrants that:

- a. Renter will inspect the Equipment prior to leaving the facility with the Equipment and confirm that Equipment is in good condition, without defects and is suitable for Renter's intended use;
- b. Renter has received all information and manuals requested regarding the operation of the Equipment;
- c. TNT Tractor Rental is not responsible for providing any training regarding the operation or use of the Equipment;
- d. Renter will use the Equipment for its customary purpose in compliance with all operating and safety instructions and state/federal/local laws;
- e. Renter will immediately discontinue operation of the Equipment if it becomes unsafe or in a state of disrepair;
- f. Renter will not use the Equipment in a negligent, unauthorized or abusive manner;
- g. The Equipment will be kept in a secure location.
- h. Renter will maintain possession of the Equipment and will not sublease, sell the Equipment, or assign this Agreement;
- i. Renter will keep the Equipment free and clear of all liens, charges and encumbrances;
- j. Renter will not alter or cover up any decal or insignia on the Equipment or remove any operational or safety instructions;
- k. Renter will not aid in the vandalism or theft of the Equipment;
- l. Renter will not rent the Equipment upon the basis of false or misleading information;
- m. Renter will not operate the Equipment while intoxicated or under the influence of any substance that impairs the Renter's ability to operate the Equipment;
- n. Renter will not remove, operate, or utilize the Equipment outside of Pima or Pinal County, Arizona; and
- o. Renter may be required to possess a permit or certification for operation of specialized Equipment. It is Renter's responsibility to obtain the proper certification or to register as Driver, a person possessed of the necessary certification for safe operation of the Equipment.

FOR TOOL AND LARGE EQUIPMENT ONLY. Renter is required to do the following:

- a. Renter will maintain proper fuel, oil or lubrication levels in the tool and large equipment; and
- b. Renter further agrees to perform routine inspections on the Equipment, including inspections on leaks, cooling systems, water batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications.

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FOR VEHICLE RENTALS ONLY. The rented vehicle includes tires, loading ramps, if applicable, a trailer, customary vehicle accessories, and documents (“**Vehicle**”). For the purposes of this Agreement, “**Authorized Driver**” means, the following people to the extent they are at least 21 years old, have a valid driver’s license for the class of Vehicle being rented, and have Renter’s express permission to operate the Vehicle.

- a. **USE RESTRICTIONS.** The following restrictions apply to the use of the Vehicle:
 - i. The Vehicle will not be operated by anyone who is not an authorized Driver;
 - ii. All occupants in the Vehicle must comply with seat-belt and child-restraint laws;
 - iii. The number of passengers in the Vehicle will not exceed the number of seat-belts and child-restraints;
 - iv. Renter will only operate the Vehicle on regularly maintained roadways;
 - v. Renter will ensure that keys are not left in the Vehicle and will close and lock all doors and windows upon exiting the Vehicle;
 - vi. Renter will not transport people or property for hire;
 - vii. Renter will not tow anything (with the exception of an attached trailer if renter pursuant to this Agreement);
 - viii. Renter will not carry or transport hazardous or explosive substances;
 - ix. Renter will not engage in a speed contest;
 - x. Renter will not load the Vehicle or transport weight exceeding the Vehicle’s maximum capacity;
 - xi. Renter will not engage in reckless misconduct which causes the Vehicle damages or causes personal injury or property damage; and
 - xii. Renter will not use the Vehicle for the commission of a felony or for the transportation of illegal drugs, contraband or human trafficking.
- b. **FUEL.** Renter will return the Vehicle with the same level of fuel that the Vehicle contained when rented (“**Original Fuel Level**”). Vehicles returned with less than the Original Fuel Level are subject to a fuel replacement charge.
- c. **REPOSESSION OF VEHICLE.** The Vehicle may be repossessed, without notice and at Renter’s expense, if the Vehicle:
 - i. Is not returned to TNT Tractor Rental at the expiration of the Rental Period;
 - ii. Is illegally parked;
 - iii. Is used in violation of law or this Agreement;
 - iv. Is sold or transferred in violation of this Agreement; or
 - v. Appears to be abandoned.
- d. **PROPERTY PLACES, TRANSPORTED OR LEFT IN VEHICLE OR AT TNT TRACTOR RENTAL.** Renter is solely responsible for all loss of and damage to any property placed, transported or left in the Vehicle, or at TNT Tractor Rental’s facility. Renter will pay all costs associated with the disposal of any such property.
- e. **PARKING CITATIONS.** Renter will pay all fines for parking citations issued during the Rental Period. In the event TNT Tractor Rental is required to respond to

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authorities concerning any citations, then Renter will be charged an administrative fee of \$20. TNT Tractor Rental may provide information about this Agreement to those authorities.

- f. **TOLL FEES.** Unless Renter has accepted the flat rate,
 - i. Renter will pay all toll fees accrued during the Rental Period; and
 - ii. In the event TNT Tractor Rental is required to pay toll fees, Renter will be charged an administrative fee of \$20 plus the cost of the toll fee(s) after the Rental Period has concluded. Renter agrees that additional charges may occur up to 12 months after the rental period has concluded.

EQUIPMENT RETURN

- a. On or before the date and at the time specified in the Agreement, Renter will return the Equipment to TNT Tractor Rental, where the Equipment was rented, in the same condition as when rented. Moreover, if the Equipment is not returned in the same condition as it was when it was picked up by Renter, a cleaning charge, a drop charge or a rate change may apply in addition to any remedies set forth in this Agreement. If the Equipment is not returned at the expiration of the Rental Period or if TNT Tractor Rental determines that the Equipment is no longer in Renter's possession, Renter will be deemed unlawfully in possession of the Equipment, and TNT Tractor Rental may, among other remedies, seek the issuance of a warrant for the arrest of Renter or any other person in possession of the Equipment.
- b. State Special Notice: Arizona-Unlawful failure to return the Equipment within 72 hours of expiration of Rental Period is a class 1 misdemeanor.

TELEMATICS

The Equipment may be equipped with a telematics device that enables TNT Tractor Rental or its fleet management provider to monitor the use and location of the Equipment. The telematics device is used to collect the Equipment's location (determined by GPS systems), fuel consumption, mileage, and systems status information. TNT Tractor rental may use the information for various purposes, including, but not limited to:

- a. Locating Equipment that may be lost or stolen.
- b. Analyzing telematics data for use to improve or create new rental procedures.
- c. Providing Renter with assistance or support.
- d. Sharing telematics information in compliance with a legal process or government entity.
- e. Enforcing the terms of this Agreement.
- f. Protecting the rights and property of TNT Tractor Rental.

INVESTIGATIONS

All Renters will promptly complete incident reports and give them to TNT Tractor Rental in addition to a copy of all related documents and, will cooperate fully with TNT Tractor Rental's investigation of any; accident, theft, vandalism, claim or lawsuit involving Equipment. This obligation to cooperate does not create a duty of defense by TNT Tractor Rental.

EQUIPMENT DAMAGE/PROTECTION/REPAIRS (For Tool and Large Equipment Rentals Only)

- a. **EQUIPMENT DAMAGE.** Regardless of fault, Renter is responsible for all loss of and damage to tools and large equipment (including loss or damage due to normal use and

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damage caused by theft, abuse, misuse, neglect, or intentional acts). Renter is responsible for TNT Tractor Rental's loss of use and an administrative charge for expenses associated with processing the loss and damage claim (collectively "**Administrative Charges**").

- b. **14% DAMAGE WAIVER.** All rentals are subject to a 14% Damage Waiver surcharge. A 14% surcharge will be assessed on the total rental price less any sales taxes incurred and will be charged at the time of rental. The Damage Waiver surcharge does not cover any damage to Equipment due to abuse, misuse or neglect. The Damage Waiver also does not cover loss of or damage to tools and large equipment caused by anything other than normal use. Renter expressly acknowledges and agrees that Renter will be responsible for all loss or damage caused by anything other than normal use of tools and large equipment. **Damage Waiver fees are not insurance and TNT Tractor Rental may make a profit on Damage Waiver fees.**
- c. **REPAIRS.** In the event that Renter is responsible for repairs to Equipment due to abuse, misuse, neglect, or intentional acts, an estimated "**Repair Cost**" will be assessed and will not exceed the fair market value of the equipment and applicable fees. Renter acknowledge and agrees to pay the Repair Cost and authorizes TNT Tractor Rental to charge the Repair Cost to Renter Card. All maintenance and repairs must be performed by TNT Tractor Rental.
- d. **VEHICLE DAMAGE.** Regardless of fault, Renter is responsible for all loss of and damage to the Vehicle (including loss or damage to the spare tire, jack, trailer (when applicable), and loading ramps), plus actual towing, storage, impound and other related expenses. Renter is responsible for TNT Tractor Rental's loss of use and Administrative Charges.
- e. **REPAIRS.** Renter will not repair or replace any part of the Vehicle or otherwise alter the Vehicle without the prior written consent of TNT Tractor Rental. In the event consent is not obtained, Renter will pay for all unauthorized repairs, replacement parts, and the cost of restoring any unauthorized alterations.

LIMITATION OF LIABILITY

DURING THE RENTAL PERIOD, RENTER ASSUMES ALL RISKS ASSOCIATED WITH AND FULL RESPONSIBILITY FOR THE POSSESSION, CUSTODY AND OPERATION OF THE TOOLS AND LARGE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, RENTAL CHARGES, RENTER TRANSPORT, LOADING AND UNLOADING, PROPERTY DAMAGES AND DESTRUCTION, LOSSES, PERSONAL INJURY, AND DEATH. RENTER EXPRESSLY ASSUMES ALL RISK OF DAMAGE TO THE TOOLS AND LARGE EQUIPMENT. DAMAGE WAIVER FEES ALLEVIATE CERTAIN COSTS AND RESPONSIBILITIES, AS PROVIDED IN THE AGREEMENT. FAILURE TO RETURN THE TOOLS AND LARGE EQUIPMENT COULD LEAD TO RENTER BEING PROSECUTED FOR A CRIME.

LIABILITY REQUIREMENTS/SPECIAL NOTICES

Per the laws of the state of Arizona, TNT Tractor Rental does not extend any of its motor vehicle financial responsibility or provide public liability insurance coverage to Renter, Authorized Drivers or any other drive.

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Subject to applicable law, drivers are excluded from any insurance policy that may be available to TNT Tractor Rental and the liability protection for TNT Tractor Rental does not apply to:

Bodily injury (including death) or property damage to the Vehicle driver or the driver's family members related by blood, marriage, adoption, who resides with the driver.

If there is a violation of a Use Restriction but applicable law requires that TNT Tractor Rental provide all or part of the liability protection described above, the same limitations apply.

WARRANTY RESPONSIBILITY

TNT Tractor Rental does not design or manufacture the Equipment and is not the agent of the manufacturer or any other supplier of the Equipment. TNT TRACTOR RENTAL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter acknowledges acceptance of the Equipment "as is" and on a "where is" basis, with "all faults" and without any recourse whatsoever against TNT Tractor Rental.

INDEMNIFICATION

EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, RENTER HEREBY INDEMNIFIES, RELEASES, AND HOLDS TNT TRACTOR RENTAL HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), LIABILITIES AND DAMAGES (INCLUDING PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) ARISING OUT OF:

1. ALL CLAIMS WHICH ARE EXCLUDED FROM OR IN EXCESS OF THE LIABILITY PROTECTION PROVIDED BY TNT TRACTOR RENTAL.
2. ALL CLAIMS BY OR AGAINST TNT TRACTOR RENTAL ARISING OUT OF THE RENTER'S OPERATION OF THE EQUIPMENT, AND
3. ALL CLAIMS BY OR AGAINST TNT TRACTOR RENTAL ARISING OUT OF RENTER'S FAILURE TO COMPLY WITH ALL TERMS OF THIS AGREEMENT.

RENTER'S INDEMNITY OBLIGATION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, RENTER AGREES THAT THIS CLAUSE WILL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT THAT RENTER'S STATE DOES NOT ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY.

NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT TO THE CONTRARY, TNT TRACTOR RENTAL WILL NOT BE LIABLE TO RENTER, AND RENTER WAIVES ANY CLAIM AGAINST TNT TRACTOR RENTAL FOR LOST USE, LOST PROFIT, LOST REVENUE, LOST SAVINGS, LOST REPUTATION, LOSS OF PRODUCTIVITY, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATED TO THE RENTAL, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT.

DEFAULT AND REMEDIES

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- A. **FAILURE TO EXTEND RENTAL PERIOD.** To extend the Rental Period, Renter must obtain TNT Tractor Rental's written approval prior to the expiration of such Rental Period. Should Renter fail to return the Equipment prior to the expiration of the Rental Period or fail to return the Equipment in as good order and condition as when received, Renter will be in default of the Agreement. IN addition to remedies set forth in the Agreement, if the Equipment is not returned prior to expiration of the Rental Period Renter will be charged an additional rental fee ("**Additional Renal Fees**") until the first to occur of the following:
- a. The Equipment is returned.
 - b. TNT Tractor Rental has received funds in the amount of the value of the Equipment based upon the condition of the Equipment at the beginning of the Rental Period ("**Present Value**") or
 - c. The 30th day after the Rental Period expires.
- B. **BREACH OF TERMS AND CONDITIONS.** In the event that TNT Tractor Rental determines that the Renter has violated any term of condition of this Agreement, TNT Tractor Rental may take all action necessary to secure either the return of the Equipment or funds equal to the Present Value. In the event TNT Tractor Rental must take actions pursuant to this section or other sections of this Agreement, Renter will reimburse TNT Tractor Rental for all costs incurred including, without limitation, reasonable attorney's fees. Renter expressly agrees and hereby authorizes TNT Tractor Rental to charge to the Renter Card, all amounts shown on the front page of this Agreement and all charges subsequently incurred by Renter under or related to this Agreement, including but not limited to:
- a. Extension of the Rental Period
 - b. Any charges incurred in connection with the recovery of the Equipment
 - c. Any charges incurred for failure to return the Equipment, INCLUDING, WITHOUT LIMITATION, ADDITIONAL RENTAL FEES OR EQUIPMENT REPLACEMENT FEES (less any paid Additional Rental Fees). To the extent required by applicable payment card network rules, TNT Tractor Rental will obtain Renter's additional authorization to charge Renter Card, if applicable, for any insurance costs related to Equipment loss, theft, or damage during the Rental Period.
- C. **PAYMENTS.** Renter can withdraw authorization to pay the Additional Rental Fees on a weekly recurring payment at any time, and make alternative arrangements to pay the Additional Rental Fees. TNT Tractor Rental is authorized to obtain updated card account information from the card issuer. Renter agrees that a service charge of 1.5% per month, or the maximum rate permitted by law, will be assessed on all delinquent accounts, until paid in full. Deposits will be returned only after all amounts payable to TNT Tractor Rental are paid in full. Renter will not be allowed any future rentals until all past due amounts are paid in full. If Renter's payment towards the account is returned, denied, or otherwise unable to be processed, the balance due may be sent to a 3rd party collection agency on the 31st day after the expiration of the Rental Period.
- D. **NO NOTICE.** RENTER HEREBY AGREES THAT RENTER IS NOT ENTITLED TO NOTICE OF DEFAULT OR NOTICE OF ANY ACTION OF ENFORCEMENT BY TNT TRACTOR RENTAL OTHER THAN WHAT IS EXPRESSLY PROVIDED FOR UNDER THIS AGREEMENT. Should TNT

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Tractor Rental fail to meet any of its obligations under this Agreement, Renter's only remedy is repair or replacement of the Equipment or a rental charge adjustment at TNT Tractor Rental's sole discretion.

CONSENT TO COMMUNICATION VIA TEXTING

If Renter has consented to receive updates about Equipment via text message, Renter understands and agrees that by providing this consent, Renter may receive up to 5 autodialed informational messages at the mobile phone number Renter provided between the hours of 9am and 6pm. Renter understands and agrees that this consent is not required or a condition of purchasing any products and services and that Renter can opt out at any time by texting text STOP in response to text communication. Standard message and data rates apply. Not all carriers are covered.

NOTICES

TNT Tractor Rental may elect to send any notices to Renter by any means determined by TNT Tractor Rental. IN particular, if Renter has provided TNT Tractor Rental with an email address, TNT Tractor Rental may send notices to Renter by email and such email notice by TNT Tractor Rental will be valid notices for the purposes of this Agreement.

RENTER'S INDEPENDENT STATUS

The relationship between the parties under the Agreement is that of independent contractors. Renter is not the agent or authorized representative of TNT Tractor Rental for any purpose.

GOVERNING LAW

This Agreement will be construed in accordance with the laws of the State of Arizona.

SEVERABILITY

If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If any court finds that the provision of this Agreement is invalid or unenforceable, but by limiting such provision it would be valid and enforceable, then such provision will be deemed to be written, construed, and enforce as so limited.

ENTIRE AGREEMENT

This Agreement represents the entire agreement between TNT Tractor Rental and Renter. This Agreement may not be amended or modified except in writing signed by both parties. This Agreement supersedes any prior written or oral agreements between the parties.