

## Master Rental Agreement

**THIS MASTER AGREEMENT FOR PERIODIC RENT OF EQUIPMENT** (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between CTE, LLC; CTEC, LLC; Custom Truck & Equipment, LLC; Utility One Source Forestry Equipment, LLC d/b/a FEVA; and, UOS Rental, LLC, and its subsidiaries (collectively, “Owner”), on the one hand, and \_\_\_\_\_ (“Customer”), on the other hand. The term “Agreement” means both this Agreement and each successive Rental Out Schedule (defined below).

### 1. Purpose and Scope.

1.1 This Agreement anticipates an ongoing relationship between Owner and Customer (collectively, the “Parties”) for the leasing of certain equipment (“Equipment”), as set forth on separate schedules (each, a “Rental Out Schedule”), which will be entered into from time to time by the Parties. To the extent the Parties have previously entered into master rental agreements, however, this Agreement supersedes and replaces such master rental agreements. Additionally, if the Parties still have any rental schedules in effect that relate to a prior master rental agreement, such rental schedules are now governed by this Agreement.

1.2 A sample Rental Out Schedule is attached as Exhibit A to this Agreement. Each Rental Out Schedule shall constitute a separate and enforceable lease incorporating all the terms of this Agreement, and each Rental Out Schedule is hereby made part of and incorporated into this Agreement. In the event of a conflict between this Agreement and a Rental Out Schedule, the terms of this Agreement shall prevail, unless the Rental Out Schedule expressly references the specific provision in this Agreement to be modified by the Rental Out Schedule.

**2. Needs Not Guaranteed.** Customer is responsible for determining whether the Equipment is suitable for Customer’s needs and intended purposes. Owner shall not supply persons to operate, train, repair, or assist in the operation of the Equipment, and all leasing of Equipment hereunder shall be deemed a *bare rental*. Customer represents and warrants that it has the knowledge and resources sufficient to select and utilize the Equipment for its intended purpose. Customer has not relied upon Owner for the selection of the Equipment rented or the capacities or uses for such Equipment

**3. Default of Rental Out Schedule.** A Default (defined below) under any Rental Out Schedule shall constitute a Default under all Rental Out Schedules and this Agreement.

### 4. Term; Equipment Return.

4.1 The term of this Agreement shall begin on the date hereof and shall continue unless either Party sends a notice of termination to the other Party. Notwithstanding the forgoing, the terms of this Agreement shall continue to apply with respect to any Rental Out Schedule until the subject Equipment is returned in accordance with Section 4.2 and all other obligations with respect to such Equipment have been satisfied.

4.2 Customer shall, at its sole expense, return the Equipment to the Owner at the location from which the Equipment originated or as designated by the Owner in writing. Customer shall return the Equipment in the same condition as it was at the beginning of the rental term, except for ordinary and proper use, operation service, maintenance, and repair, as determined by Owner in its sole discretion (collectively, “Reasonable Wear and Tear”). Customer shall call the number on the Rental Out Schedule to get a Pickup Ticket number no later than 5 days prior to the expiration of the rental term.

4.3 Within a reasonable time after the return of the Equipment, Owner may inspect and test the Equipment to determine if it is in the same condition as it was at the beginning of the rental term, except for Reasonable Wear and Tear. If Owner determines that the Equipment is not in the same condition as it was at the beginning of the rental term, except for Reasonable Wear and Tear, Owner shall give Customer written notice of the specific defects or damages upon which Owner based its determination, and Customer shall pay for all expenses relating to service, repair, replacement, and cleaning of the Equipment required to restore it to fully operational condition. Customer also agrees to continue paying rent while such repairs are being completed.

### 5. Payment Terms.

5.1 Customer shall make rental payments at the rates and on the terms set forth in the applicable Rental Out Schedule. All rental payments are due upon Customer’s receipt of an invoice from Owner. Further, Customer’s duty to make rental payments is not subject to any recoupment, set-off, or deduction for any reason, and Customer is solely responsible for paying all taxes and other charges arising out of or relating to the Equipment, including any personal property or use tax.

5.2 Late rental payments are subject to interest on the unpaid balance at the rate of eighteen percent (18%) per annum or the maximum allowed by law, whichever is lesser. All payments shall be applied first against any required services, repairs, costs and expenses of enforcement of this Agreement, and accrued interest before being applied to any rental due.

**6. Title; Liens and Encumbrances.** Customer acknowledges, and agrees that Customer is a bailee of the Equipment and has no interest in or title to the Equipment. Customer shall keep the Equipment free from all liens and encumbrances, and shall notify Owner by telephone and in writing within twenty-four (24) hours of receiving notice of any lien, attachment, or other claim against

the Equipment. Owner may place identification markings on the Equipment, reflecting its ownership, and file any precautionary UCC Financing Statements Owner may determine as necessary or desirable.

## **7. Customer Duties.**

7.1 In connection with loading, unloading, set-up, tear-down, assembly, disassembly, handling, packing, crating, transportation, use, operation, storage, inspection, testing, service, maintenance, safety and repair of the Equipment and the performance of its obligations under this Agreement, Customer is solely responsible for compliance with and conforming to (a) all applicable statutes, ordinances, judgments, opinions, decrees, injunctions, writs, rules, regulations, orders, licenses, and permits of or from any governmental, judicial, administrative, or regulatory authority ("Laws"), including the Occupational Safety and Health Agency and the U.S. Department of Transportation (the "USDOT"); (b) all applicable industry standards and practices, including American National Standards Institute (ANSI) B30.5 (2008) ("Industry Standards"); and (c) all specifications of the Equipment manufacturer, including the Equipment manufacturer's rated load capacity and counterweight requirements and all requirements necessary to maintain any applicable manufacturers' warranties ("Manufacturer's Specifications"). OWNER will provide manuals for operation, repair, or other matters relating to the Equipment.

7.2 Customer shall take all steps necessary to ensure and protect the health, safety, and welfare of all people who operate or assist in operating, and all persons and property in proximity to, the Equipment. Customer shall perform all inspections, testing, and analyses required, and take all remedial steps necessary, to ensure that the Equipment is properly and safely transported, erected, used, operated, stored, and dismantled at each site where it is located.

7.3 Under no circumstances shall the Equipment be used for (a) the transportation, storage, use or removal of any hazardous products or materials (as defined by the United States Environmental Protection Agency or any state regulatory or enforcement agency); or (b) any farming purpose or for the transporting of passengers or livestock or animals.

7.4 Except as set forth in Section 10 below, or as may be authorized in writing by Owner, Customer shall not undertake or authorize any alterations, modifications, or repairs to or replacement of the Equipment, and if required by Owner, Customer shall pay the cost to restore the Equipment to its original configuration and condition, upon return of the Equipment, except for Reasonable Wear and Tear.

7.5 Customer shall not, under any circumstances, utilize Owner's USDOT number in its use or transportation of the Equipment.

**8. Inspection of Equipment.** Customer shall, at its sole expense and obligation, inspect and test the Equipment upon its receipt of the Equipment being rented. Customer will be deemed to have accepted the Equipment AS IS and acknowledged that it is in good, safe and serviceable condition unless it delivers written notice of rejection to Owner within 24 hours of delivery of the Equipment, stating specific defects or damages. Within a reasonable time of its receipt of such written notice, Owner shall, at its sole election, (a) service, repair or replace the Equipment, or (b) cancel the Rental Out Schedule (or portion thereof relating to the rejected Equipment) and refund any payments received from Customer with respect to such Equipment.

## **9. Transport of Equipment.**

9.1 Customer is solely responsible for all expenses relating to transportation of the Equipment from the point of origin to each destination, including but not limited to the location where the Equipment is to be returned at the end of the rental term, including costs associated with demurrage, assembly, disassembly, loading, unloading, handling, packing, crating, documentation, import, export, clearances, taxes, penalties, assessments, fines, duties, tariffs, tolls, fees, freight, and other charges.

9.2 Unless Owner assumes responsibility to transport the Equipment from the point of origin to a point of destination ("Owner Transport"), Customer is solely responsible for all losses and damage relating to transportation of the Equipment from the point of origin to each destination ("Customer Transport"). Regardless of whether the Equipment is being moved via an Owner Transport or a Customer Transport, however, Customer shall inspect and inventory the Equipment at each destination and, to the extent any loss or damage has occurred, take all steps required to preserve a claim against the carrier for such loss or damage, including but not limited to obtaining a written acknowledgment from the carrier as to all such loss or damage.

## **10. Use, Operation, and Maintenance of Equipment.**

10.1 Customer shall use, operate, and store the Equipment only: (a) in the normal course of Customer's business; (b) at the Job Site set forth in the Rental Out Schedule of Equipment; (c) in compliance with all Laws, Industry Standards, and Manufacturer's Specifications; and (d) in a manner consistent with its design and the manufacturer's intended use and does not subject the Equipment to more than Reasonable Wear and Tear. Customer will not use or transport the Equipment outside the continental United States.

10.2 Customer shall be solely responsible for the supervision and control over the Equipment and all persons operating or assisting in the operation of the Equipment, and for arranging or providing training, instruction, and direction to all such persons. Customer shall not allow anyone who is not competent, licensed, experienced, and reliable to operate or assist in the operation of the Equipment.

10.3 Customer shall maintain the Equipment at its own expense in satisfactory working order and repair and to perform, or cause to be performed, regular, periodic preventive maintenance as well as cleaning and adjustment of same in accordance Industry

Standard and the Manufacturer's Specifications. Customer shall ensure that each person who performs such maintenance is competent, trained, experienced, and qualified to do so, and that all parts that may be replaced or incorporated into the Equipment in connection with such maintenance are from the original equipment manufacturer and are of the same quality, useful-life, utility, and value as the parts being replaced. All parts, materials, and supplies furnished or incorporated into the Equipment in connection with the foregoing requirements are the property of Owner immediately upon installation.

10.4 In the event that any Equipment or component becomes defective for use or requires repair due to Reasonable Wear and Tear and Customer has complied with its care and maintenance obligations under this Agreement, Owner shall, at its sole option: (a) repair or replace the defective Equipment or component, in which case rent will be abated during the period the Equipment is not usable by Customer; or, (b) cancel the remaining rental term relating to such Equipment, in which case Customer will not be entitled to the refund of any rent paid prior to such cancellation.

10.5 If any Equipment is "High Rail Equipment" (as indicated in the applicable Rental Out Schedule), Customer shall perform the additional maintenance set forth on Schedule 1 attached to this Agreement.

10.6 Owner shall have the right, but not the duty, to inspect the Equipment to ensure its proper upkeep, at any time during the rental term.

## **11. Damage; Insurance.**

11.1 Customer is solely responsible for all risk and actual losses and damage to the Equipment, regardless of cause, other than Reasonable Wear and Tear. Customer shall notify Owner in writing regarding all losses or damage within twenty-four (24) hours of any occurrence. In the event the Equipment is lost, stolen, destroyed, or in Owner's judgment is damaged beyond repair, Customer shall immediately pay to Owner the stated value of the Equipment, as set forth on the applicable Rental Out Schedule (the "Stated Value"). Rental payments, which were made prior to the loss or damage, shall not be applied to payment of the Stated Value. But, in the event the Equipment is damaged but repairable in Owner's judgment, Customer shall be responsible to pay for the: (a) all the costs to repair the Equipment; and (b) all rental payments, until such repairs have been completed to Owner's satisfaction and the Equipment has been returned to Owner.

11.2 Customer shall, at its sole expense, secure and maintain the minimum insurance coverage subject to maximum deductibles acceptable to Owner, along with the required stipulations, all as set forth in Schedule 2 attached to this Agreement. Compliance with these insurance requirements shall not release or limit Customer's liability under this Agreement.

## **12. Default.**

12.1 Customer shall be in default if: (a) Customer or any guarantor violates or breaches any term of this Agreement (including any Rental Out Schedule); (b) Customer fails or refuses to satisfy any of its duties or obligations under this Agreement (including any Rental Out Schedule); (c) Customer or any guarantor becomes insolvent by reason of an inability to pay debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to any proceeding in bankruptcy; (d) Customer attempts to or does assign, sublease, or transfer any right or interest in this Agreement without first obtaining Owner's written consent; (e) Owner determines, in its sole discretion, that the Equipment is being abused or neglected, in danger of being lost, damaged, levied upon, or subject to seizure; or, (f) any guarantor of this Agreement or any Rental Out schedule fails to comply with any term or condition of any guaranty (each of the foregoing, a "Default").

12.2 In the event of a Default, Owner may, at its sole option and in addition to any other rights and remedies it may have at law or in equity, elect any one or more of the following:

(a) terminate this Agreement, the applicable Rental Out Schedule, and/or all Rental Out Schedules, and accelerate and recover from Customer all sums due under this Agreement and all terminated Rental Out Schedules;

(b) enter upon any premises where the Equipment is located, without prior notice, for the purpose of inspecting the Equipment and, in Owner's sole discretion, taking possession of the Equipment without legal process. If Owner repossesses the Equipment, Customer expressly waives all further rights to possession and all Claims (defined below) for losses and damages arising from or relating to repossession, and Owner shall be entitled to recover all damages, including expenses and attorney's fees incurred in repossessing the Equipment and restoring it to the condition it was in at the beginning of the rental term; and/or

(c) remedy any default or violation of this Agreement, including but not limited to securing and maintaining the insurance coverage required under this Agreement, paying taxes, penalties, assessments, fines, duties, tariffs, tolls, fees, freight, and other charges relating to the Equipment, and then recover such expenses from Customer. Rental payments, at the sole discretion of Owner, shall be first applied to repayment of such expenses.

12.3 In the event of a Default, Owner shall be entitled to recover attorney's fees for any outside attorney that is retained relating to any Default hereunder, whether suit is filed or not, or in defense of any Claim (defined below) or representation in any bankruptcy or similar proceeding.

### **13. Disclaimer of Warranties; Limitation of Liability.**

13.1 **OWNER DOES NOT MAKE NOR GIVE ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OR REPRESENTATIONS AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY ARISING FROM USAGE OF TRADE, PRIOR COURSE OF DEALING, OR PRIOR COURSE OF PERFORMANCE. IN NO EVENT SHALL OWNER BE LIABLE FOR LOSS OF OR DAMAGE TO CARGO, LOSS OF PROFITS OR BUSINESS OR FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, HOWSOEVER CAUSED.**

13.2 To the extent there may be any warranty in existence from any manufacturer, Customer shall look only to such manufacturer's warranty.

13.3 Subject to Section 8 above, Customer rents the Equipment AS IS and Owner has not made, and does not make, any representation or warranty, express or implied, as to the value, condition, quality, material, workmanship, design, capacity, merchantability, durability, fitness, or suitability of the Equipment for any use or purpose, or any other representation or warranty whatsoever, express or implied.

13.4 Owner shall have no liability for: (a) damages arising out of, or in any way related to, Customer's use of, or inability to use, the Equipment, including, but not limited to damages resulting from the condition, failure, or operational difficulty of the Equipment, and any direct, indirect, incidental, special, or consequential damages; (b) bodily injury, personal injury, property damage, loss of use, business interruption, loss of profits, loss, diminishment of earnings or earning capacity, or injury, damage, or adverse affect on credit; or, (c) interference with or breach of contract (express or implied), detrimental reliance, interference with advantageous, business, contractual, or employment relationships.

13.5 Owner's maximum liability under this Agreement shall be the total amount actually paid by Customer to Owner for the rental of the Equipment that is the subject of a Claim. Customer also acknowledges that no amounts that may be owed by Owner in respect of a Claim may be applied to set-off or reduce the rent or any other payments owed by Customer to Owner.

**14. Indemnification.** Except to the extent a Claim is caused by Owner's gross negligence or intentional misconduct, Customer is responsible for and agrees to defend, indemnify and hold Owner harmless from all claims, actions, loss, damage, costs, or expenses (collectively, "Claims"), including reasonable attorneys' fees, arising out of or related to: (a) any loss of or damage to the Equipment from any cause whatsoever during the Term of this Agreement; (b) the use of the Equipment during the Term of this Agreement; (c) any breach of this Agreement by Customer; (d) negligent acts or omissions by Customer or its affiliates, employees, contractors, or agents; or, (e) any violation of any applicable Laws. In the event Customer fails to perform its obligations hereunder, Owner shall be entitled to recover attorneys' fees in enforcing the terms of this Agreement. The indemnification obligations set forth in this Section 14 shall survive the termination of this Agreement for any reason.

### **15. Sub-Lease and Assignment.**

15.1 Customer shall not assign, mortgage, encumber, sublease, or transfer any right or interest in this Agreement without first obtaining Owner written consent, which Owner, in its sole discretion, may withhold for any reason. Any attempt by Customer to assign, sublease, or transfer any right or interest in this Agreement without first obtaining Owner's written consent is null and void. If Owner consents to any assignment, sublease, or transfer, Customer shall remain liable hereunder unless released in writing by Owner.

15.2 Customer acknowledges and agrees that Owner may transfer, assign or grant a security interest in the Equipment, this Agreement, any Rental Out Schedule and any and all rights of Owner hereunder or thereunder to a third party (with its successors and assigns, "Assignee") without Customer's consent. Customer acknowledges and agrees that all of its rights under this Agreement in and to the Equipment, including Customer's right to possession of the Equipment, are subordinate, junior, and subject to the rights and claims of any Assignee against the Equipment under any instrument, lease, mortgage or title retention or other security agreement, whether now existing or hereafter created, including but not limited to the right of Assignee to repossess and take possession of the Equipment. Customer consents and agrees to the assignment to Assignee of (i) all monies due or to become due to Owner under this Agreement and (ii) all rights and privileges of Owner under this Agreement. Customer promises and agrees to settle all claims against Owner directly with Owner and hereby waives, relinquishes and disclaims as to Assignee all claims, counterclaims, rights of set-off, and defenses Customer may have against Owner, including any right to withhold payment of or to refrain from paying, any monies that are due or to become due under the terms of this Agreement. Customer agrees and acknowledges that Assignee has not assumed and will not have any obligations or liabilities under this Agreement to Customer or to any other person by reason of the aforementioned assignment or otherwise. Customer agrees, upon Assignee's written request, to pay all rent and other amounts owing under this Agreement directly to Assignee at the address provided by Assignee.

**16. Privacy; Waiver.** Owner may receive from and disclose information Owner receives from Customer to any individual, corporation, business trust, company, partnership, joint venture, or association for business related purposes, including to any credit

reporting agency or similar entity. Customer further authorizes any entity to release to Owner or its affiliates current and historical information related to Customer's accounts, credit application, and credit experience.

**17. Notices and Communications.** (a) All written notices and communications required to be given under this Agreement shall be delivered to:

Utility One Source, Attn: Credit  
7707 Independence Ave  
Kansas City, MO 64125  
Email: credit@u1source.com

**18. Miscellaneous.**

18.1 Customer waives the right to bring any counter-claim, compulsory or otherwise, in any suit brought by Owner, and Owner in consideration hereof waives any right to claim that any such counter-claim was compulsory in any separate action brought by Customer against Owner.

18.2 CUSTOMER AND OWNER EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY AS TO ANY BREACH OF THIS AGREEMENT OR ANY OTHER CLAIM OR SUIT BY CUSTOMER, RELATING TO THIS AGREEMENT OR OTHERWISE, AGAINST THE OTHER PARTY WHETHER THE OTHER PARTY IS THE SOLE DEFENDANT OR NOT.

18.3 Customer acknowledges the right and opportunity to have this Agreement reviewed by legal counsel, if so desired.

18.4 This Agreement was arrived at after thorough bargaining and negotiations, and shall be construed as if the Parties jointly prepared it; and any uncertainty or ambiguity shall not be construed or interpreted against either of the Parties.

18.5 This Agreement and each Rental Out Schedule shall be binding upon and inure to the benefit of, and shall be enforceable by or against, the Parties' respective successors, permitted assigns, heirs, administrators, executors, and trustees. Except as otherwise expressly stated herein, this Agreement does not confer any rights or benefits on persons or entities which are not Parties to this Agreement, as third party beneficiaries or otherwise.

18.6 The failure to enforce any provision, right, or remedy under this Agreement or at law shall not constitute a waiver of such provision, right, or remedy or of a Party's right to thereafter enforce each and every provision. A waiver of any default, breach, or violation of this Agreement or any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent default, breach, or violation.

18.7 The Parties shall cooperate to execute all supplementary documents, and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, to the extent that such documents and actions are not inconsistent with this Agreement.

18.8 If any term, provision, or part of this Agreement is determined to be invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from this Agreement and shall not affect the validity or enforceability of the remainder of this Agreement.

18.9 This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without giving effect to the principles of conflict of laws. Each of the Parties consents to the jurisdiction and venue of the state and federal courts for Jackson County, Missouri. If Customer brings any claim or action against Owner, the exclusive jurisdiction is the Circuit Court of Jackson County, Missouri. At Owner's option, it may file suit in the Missouri courts as set forth herein or such other court as may have jurisdiction of Customer and/or any guarantor and Customer consents thereto.

18.10 This Agreement and each Schedule hereto: (a) contains the complete and final expression of the agreement between the Parties; (b) supersedes all prior negotiations, representations, or agreements, either written or oral, between the Parties; and, (c) shall not be varied or contradicted by extrinsic evidence, usage of trade, prior course of dealing, or prior course of performance. No promises, representations, or inducements have been made, except as provided in this Agreement. The terms and provisions of this Agreement shall not be modified, changed, amended, or supplemented except in a writing signed by both Parties. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the Parties.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the Parties have executed this Master Agreement as of the day and year first above written.

**OWNER**

**CUSTOMER NAME**

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

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

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

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

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

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

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Dated: \_\_\_\_/ \_\_\_\_/ 20\_\_

Dated: \_\_\_\_/ \_\_\_\_/ 20\_\_

**EXHIBIT A**  
Form of Rental Out Schedule



CUSTOM EQUIPMENT RENTAL, LLC  
7701 E. US-24 HIGHWAY  
KANSAS CITY, MO 64125  
816-241-4888



**RENTAL OUT**

Contract #... 3013529 Page: 1  
Contract dt. 4/11/16  
Date out... 4/11/16 8:00 AM  
Est return.. 5/09/16 8:00 AM  
Job Loc..... TEST ONLY, KANSAS CTIY  
Job No..... 39- MISC BILLING - C  
Written by... \_\_\_\_\_

Customer: 100  
MISC BILLING - CASH CUSTOMER  
\_\_\_\_\_  
KC,

Job Site:  
MISC BILLING - CASH CUSTOMER  
TEST ONLY  
KEARNEY, MO 64060  
  
C#: \_\_\_\_\_ J#: \_\_\_\_\_ CER

Ordered By: _____	Purchase Order Number: TEST	Rental Term:	Terms: <b>DUE UPON RECEIPT</b>
LDW Expiration Date:	Sales Representative: KANSAS CITY HOUSE	System Time: 4/11/16 10:40 AM	Termination Date: 5/09/16 8:00 AM

Qty	Equipment #	Day	Week	4 Week	Amount
1	216034 18,000LB MINI EXCAVATOR Make: TAKEUCHI Model: TB290 Ser #: 185101349 HR OUT1 39.40 Stated Value: _____				N/C
SALES ITEMS:					
Qty	Item number	Description	Unit	Price	
1	ENV	ENVIRONMENTAL FEE	EA		
***** * Rent continues until termination number is issued (816) 241-4888 * *****					

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE USAGE ALLOWED, 8HR/DAY 40HR/Wk 160HR/4WK OR 1,500 MILES/4WK. OT WILL APPLY CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES, REPAIRS OR TIRE REPAIRS

I have read and agree to all of the terms and conditions herein and all terms and condition in the Master Agreement for Periodic Rent of Equipment dated as of \_\_\_\_\_ ("Agreement") which is incorporated by reference herein. If there is any conflict in terms, the Agreement shall prevail. I acknowledge receipt of the equipment delivered in good order, and a copy of this and the Agreement. Signer represents that they are the authorized agent or employee Customer. This and the Agreement represent the entire agreement between us, and there are no oral or other representations or agreements. None of the terms or conditions of this document and the Agreement may be amended or modified, except in writing, signed by both of us. Customer is responsible for all repair or replacement as provided in the Agreement. Customer hereby authorizes company to send advertisements and solicitations to customer by e-mail or facsimile transmission or otherwise. Rental rates based on 8 working hours per day, 40 hours per week, 160 hours per four week period or 1,500 miles per four week period. Overtime charged on overages. The Customer's signature indicates your understanding of and acceptance of responsibility for operator training requirements and licensing requirements as required by applicable local, state, and federal regulations. Customer has inspected the equipment and if any equipment is not operating properly at time of receipt, you must contact us within one (1) business day. If equipment is shipped via Customer provided transportation or a third party, such as a truck carrier, claims for damages in shipment must be made exclusively with that carrier or its insurance.

**X** \_\_\_\_\_  
CUSTOMER SIGNATURE NAME PRINTED

## **SCHEDULE 1**

### **High Rail Maintenance**

For any High Rail Equipment:

- (1) Customer shall visually inspect Equipment for at least the following on a daily basis: (a) hydraulic leaks; (b) loose fasteners; and (c) excessive wear.
- (2) Customer shall perform the following duties on a weekly basis: (a) grease all fittings on the rail, including six (6) in the front assembly and fourteen (14) on the rear assembly; (b) Inspect the bearing grease every 2,000 miles or six (6) months, whichever occurs first; (c) Inspect bearings and grease cavity by moving hubcaps (unless a bearing problem is suspected, in which case, Customer need not remove or repack bearings. If repacking is required the grease cavity should be filled up to 80% with suitable grease); (d) replace hubcaps using a bead of Form-A-Gasket (or equal).
- (3) Customer shall change the hydraulic oil filter element on an annual basis.



## SCHEDULE 2

### Insurance Requirements

1. Customer shall, at its sole expense, secure and maintain the minimum insurance coverage subject to maximum deductibles acceptable to Owner, along with the stipulations set forth below:

Workers Compensation Insurance in an amount equal to statutory limits/requirements and employers liability with minimum limit of \$1,000,000 for each accident. Where applicable, endorsements for U.S. Long Shore and Harbor Workers Compensation Act and Maritime Coverage shall be attached to the policy and noted on the certificate.

Commercial General Liability ("CGL") Insurance on an occurrence basis, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate, including bodily injury, property damage, -for Customer's indemnity obligations in this Agreement. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply to each project. CGL Coverage shall be written on ISO Occurrence form-or a substitute form providing equivalent coverage.

Inland Marine/All Risk Physical Damage Insurance to cover the applicable Stated Value, for all losses or damage to the Equipment resulting from all causes, including but not limited to overloading, misuse, fire, theft, flood, explosion, overturn, accident, and "acts of god." On the Inland Marine/All Risk Physical Damage Insurance, UOS Rental, LLC and its subsidiaries shall be named as loss payees.

Umbrella/Excess Liability, with minimum limits of \$1,000,000 per occurrence/\$1,000,000 aggregate. Higher limits can be used to satisfy underlying limit requirements, but certificate must specifically state what the policy coverage extends to.

Comprehensive Auto Insurance, with minimum limits of \$1,000,000 each occurrence, which includes hired and non-owned vehicles. Hired Car Physical Damage limit equal to the value of on-road vehicle as determined by Owner on Rental Out contract date and state the comprehensive and collision deductibles.

2. Customer shall provide proof of insurance to Owner no later than five (5) calendar days after execution of a Rental Out Schedule. Timely delivery of evidence of insurance is an express condition precedent to any duty of Owner to reserve, stage, or have the Equipment ready for shipment. Evidence of insurance shall contain a provision that the coverage afforded under the policies shall not be canceled, non-renewed, materially changed, or allowed to expire without first giving at least thirty (30) days written notice to Owner. The cancellation wording shall read as follows: "*Should any of the above described policies be cancelled, or non-renewed-before the expiration date thereof, the Company shall give 30 days' written notice to the Certificate Holder named hereon.*"

3. All policies of insurance, except Workers' Compensation, shall name and endorse UOS Rental, LLC and its subsidiaries as additional insured using ISO Additional Insured Endorsement CG-20100413. It shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. For the Certificate of Insurance, Owner's address is 7701 E. 24 Highway, Kansas City, MO 64125.

4. Customer waives all rights of subrogation and all lien rights, which may accrue to it or to its insurers. All policies of insurance, including Workers' Compensation, shall contain a waiver of all rights of subrogation and all lien rights in favor of Owner. Customer understands, acknowledges, and agrees that this waiver shall bind its insurers at all levels, and Customer further acknowledges and agrees to notify its insurers of this waiver and to have all necessary endorsements added to the insurance policies applicable to this Agreement. Customer further understands, acknowledges, and agrees that, to the extent any insurer fails to recognize and honor this waiver or attempts to subrogate against Owner and its insurance carriers or to enforce any lien rights against Owner or its insurance carriers, Customer will be liable to pay to Owner any amounts required, and all losses Owner may suffer, as a result of such subrogation or enforcement of lien rights.

5. In the event of any loss, proceeds of property damage insurance on the Equipment shall be made to Owner, and Owner will apply the proceeds to Customer's obligations under Section 11.1. To the extent such proceeds are insufficient to fully satisfy Customer's obligations under Section 11.1, Customer will remain liable for any deficiency.