

GENERAL RENT-ALL INC. RENTAL AGREEMENT

Last Modified: 2020

1. **INCORPORATION BY REFERENCE INTO RENTAL:** These terms and conditions apply to and form part of the Equipment Rental Agreement between General Rent-All (“Company”, “We” or “Us”) and the Customer (“You”). By accepting delivery of the Equipment or Services (defined below) or making payment(s) to Us for the same, Customer agrees to be bound by this Rental Agreement and RPP Terms (if applicable), even if the Rental Agreement has not been fully executed.

2. **RENTAL PERIOD.** You hereby rent from Us the items identified as rental items on the Confirmation/Order Summary Screen and any accessories, attachments or other similar items delivered to You including, but not limited to, air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles (collectively the “Equipment”) for the Rental Period. The “Rental Period” is the total period of time between the “Scheduled Date Out” and “Scheduled Date In” as set forth on the Confirmation/Order Summary Screen, except that the Rental Period may terminate earlier as provided for herein or if You return the Equipment earlier.

3. **RENT.** You agree to pay Us the rental rates as shown on the Confirmation/Order Summary Screen (“Rent”) for all “Time Out”, which is defined as the total time that elapses from the moment You pick-up the Equipment until the time that You have returned the Equipment to Us during our regular business hours as required herein. Time Out will accrue and no allowance will be made for Saturdays, Sundays, holidays, time in transit or any other period of nonuse. Rental rates are for normal use of the Equipment on a *single-shift* basis during the Rental Period, not to exceed 8 hours per day, 5 days per week. Rental rates will be increased for any additional time or use. In addition to the Rent, You shall also pay the following charges, including but not limited to: (a) charges for optional services, if any, provided at Your request in relation to the Equipment; (b) applicable taxes when due as set forth in Section 4.B; (c) unless You have purchased the RPP, You shall pay for any loss of, or damage or the cost of repair to the Equipment, costs to enforce such charges including administrative fees for processing a claim and legal expenses; (d) if You not made the Equipment available for pick up or returned the Equipment when required, You will continue to be charged Rent for the Equipment up to the end of the month that the Equipment is returned and all expenses We incur due to Your failure to return the Equipment, including costs in locating and recovering the Equipment; (e) all fines, penalties, court costs and other similar expenses relating to the Equipment assessed against Us or the Equipment during the Rental Period resulting from Your use of the Equipment; and (f) all costs incurred by Us to collect all amounts due and owing under this Rental Agreement by You.

4. DEPOSIT & PAYMENT.

A. **DEPOSIT:** In addition to securing the payment of Rent hereunder, You agree that any rental deposit shall be deemed to be a guarantee by You of the full and complete performance of each and all of the terms of this Rental Agreement. In the event of any breach by You, the deposit will be credited against any damages, cost or expense incurred by Us as a result of the breach.

B. **PAYMENT:** All amounts due hereunder shall be payable in full upon return of the Equipment to Us. A late charge will be added to all past due Rent equal to the lesser of two percent (2%) per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Rent does not include sales tax, goods and services tax or other taxes, levies and assessments required to be collected by Us from You at any time upon, or in respect of, the Equipment and/or the Rental Agreement (collectively, “Taxes”). You agree that We reserve the right to charge Your Credit Card and/or Your account for any amount owed by You pursuant to this section. In the event You assert that a transaction is exempt from Taxes, You agree to provide a valid tax exemption certificate. Should the transaction later be deemed taxable, You are obligated to reimburse Us for any Tax assessed that was attributable to You.

5. **POSSESSION/TITLE.** We own and will retain title to the Equipment at all times. You are entitled only to use and possess the Equipment for the Rental Period; subject to the terms of this Rental Agreement. If You retain any of the Equipment beyond the agreed Rental Period without Our express written consent, You will be deemed to have materially breached this Rental Agreement. You will not take, grant or permit the taking of any liens or other similar claims on any portion of the Equipment and You will take such actions as may be necessary, at Your sole expense, to ensure that any such liens are released as soon as possible.

6. **WARRANTY WAIVER.** THE EQUIPMENT IS PROVIDED "AS-IS" AND "WITH ALL FAULTS". WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT NOR DO WE MAKE ANY WARRANTY AS TO MERCHANTABILITY, INTERFERENCE, NON-INFRINGEMENT, THAT THE EQUIPMENT IS FIT FOR YOUR INTENDED USE, APPLICATION OR ENVIRONMENT, OR THAT IT IS FREE FROM DEFECTS. NO DESCRIPTIONS OR ADVERTISEMENTS BY COMPANY SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES, THUS, NO WARRANTIES SHALL BE DEEMED TO EXIST WITH RESPECT TO THE EQUIPMENT. ACCORDINGLY, YOU HEREBY WAIVE ANY AND ALL IMPLIED WARRANTIES. WE WILL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTY FOR ANY LIABILITIES, CLAIMS, INJURIES, LOSSES, COSTS OR DAMAGES INCLUDING ATTORNEY'S FEES ARISING FROM OR ASSOCIATED WITH THE USE OR ANY FAILURE OF, OR ANY UNKNOWN DEFECT IN OR WITH RESPECT TO, ANY OF THE EQUIPMENT. YOUR SOLE REMEDY FOR ANY FAILURE OF OR DEFECT IN OR WITH RESPECT TO ANY OF THE EQUIPMENT IS TERMINATION OF THE ACCRUAL OF RENTAL CHARGES AT THE TIME OF FAILURE.

7. **ASSUMPTION OF RISK.** You acknowledge that the possession, use, transportation and/or storage of the Equipment may give rise to risks, including but not limited to personal injury and/or property damage. YOU VOLUNTARILY ASSUME ALL SUCH RISK AND RELEASE AND DISCHARGE US AND THE EQUIPMENT FROM ANY AND ALL LIENS, LIABILITIES AND CLAIMS ARISING IN CONNECTION WITH THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING FROM OR IN CONNECTION WITH THE SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, STORAGE, MAINTENANCE AND REPAIR WHETHER OR NOT YOUR FAULT.

8. **INSPECTION OF EQUIPMENT.** Upon execution of this Rental Agreement or upon subsequent delivery of the Equipment, You represent, warrant and acknowledge that (a) You have inspected the Equipment and that it is in good working order and repair; (b) the Equipment is being delivered to You full of fuel and all necessary fluids and lubricants; (c) the Equipment is appropriate and suitable for Your needs and not based on any recommendation by Company; and (d) You have received, read and understood the training, instructions, user manuals, maintenance requirements and other information regarding the proper and safe transportation, installation, use, maintenance and storage of the Equipment (collectively the "Instructions").

9. **USE OF EQUIPMENT.** You represent, warrant and acknowledge that: (a) the Equipment is authorized for use only by You and Your agents and employees (each of whom must be skilled, experienced, trained and authorized in its operation), at the location given as the "ShipTo" site or "Job Address"; (b) You have selected the Equipment based on its requirements; (c) You will fully comply with the Instructions; (d) You will only use the Equipment for its ordinary purpose and in a reasonable and safe manner; (e) You will obtain all necessary licenses, authorizations, permits and approvals prior to using the Equipment; (f) You will immediately cease use of Equipment that malfunctions, proves to be defective or needs repair or maintenance; and (g) You will clean and visually inspect the Equipment daily. You acknowledge that We have no responsibility to inspect the Equipment while it is in Your possession. We shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason.

10. **RESTRICTIONS ON USE.** You agree not to, and to ensure that Your employees do not: (a) use the Equipment or any portion thereof for any purpose other than its ordinary purpose; (b) use the Equipment for any illegal purpose; (c) except with respect to vehicles and trailers, remove the Equipment from the Job Address unless authorized in writing by Us; (d) use it without first ensuring that it has been properly inspected and maintained and that all oil, pressure and fluid levels are within the limits specified by Us, the OEM and the applicable Instructions; (e) use it in any unsafe condition or manner; (f) permit its use by any person other than Yourself or those of Your employees who are fully trained and competent in its use; (g) attempt to repair it without Our prior specific written approval; (h) abuse, misuse, overuse, commit waste of, or otherwise permit any damage to or destruction of the Equipment; or (i) surrender possession of it to any other person, except a licensed common carrier that You retain to return it to Us with Our prior written approval. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH YOUR BREACH OF ANY ONE OR MORE OF THE TERMS OF THIS SECTION.

11. **HOLD HARMLESS/INDEMNITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, AND ANY OF ITS RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES,) ARISING OUT OF OR IN ANY WAY RELATED TO THE INSTALLATION, OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT, INCLUDING CLAIMS BASED UPON STRICT OR PRODUCT LIABILITY. NOTWITHSTANDING THE ABOVE, YOU SHALL NOT BE OBLIGATED TO INDEMNIFY TO THE EXTENT ANY LOSS, DAMAGE OR LIABILITY WAS CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF COMPANY. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS RENTAL AGREEMENT, YOU EXPRESSLY AND SPECIFICALLY AGREE THAT THE FOREGOING OBLIGATION SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY YOU MAY ENJOY FROM SUITS BY YOUR OWN EMPLOYEES. THE DUTY TO INDEMNIFY HEREUNDER WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THIS RENTAL AGREEMENT.

12. **LIMITATION OF LIABILITY.** Under no circumstances shall We be liable to You, including, your parent, subsidiaries and affiliates for any lost profits or revenues, lost business or for incidental, indirect, punitive or consequential damages. Our total aggregate liability under this Rental Agreement shall in all instances be limited to the Rent to be paid by You for the applicable piece of Equipment giving rise to the claim.

13. **LOSS OR DAMAGE.** You are the insurer of the Equipment during the Rental Period. If you decline the Equipment Protection Plan (and subject to its terms if you accept it), You bear all risk of loss, theft, damage or destruction to the Equipment during the Rental Period including transit to or from the Job Address if being delivered and picked up by Us, regardless of the cause of such loss, damage or destruction, with the sole exception of Ordinary Wear and Tear. If the Equipment is lost, stolen, damaged or destroyed during the Rental Period, whether or not the same is Your fault, You shall notify Us immediately. In the event of such loss, theft or damage, You will pay Us either (a) the retail value of the parts and labor necessary to repair the Equipment if damaged, or (b) the replacement cost of the Equipment, if lost, stolen, destroyed or damaged beyond Our reasonable ability to repair it. Rent previously paid will not be applied against the above-referenced charges. You agree that We reserve the right to charge Your Credit Card and/or Your account for any amount owed by You pursuant to this section due to damaged or lost Equipment.

14. **INSURANCE COVERAGE.** You agree to maintain and carry, at Your sole cost, the following insurance: (a) commercial auto liability insurance with at least a per occurrence limit of \$2 million; (b) commercial general liability insurance with limits of insurance not less than \$2 million per occurrence and \$4 million in the aggregate; and (c) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. You 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 Us. We 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 You. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Us or our insurers by You and your insurers, as well as a waiver of subrogation against Us or our insurers. The policies required hereunder shall provide that We must receive not less than 90 days' notice prior to any cancellation.

15. **RETURN OF EQUIPMENT.** You agree to return the Equipment to Us during Our normal business hours at or before the end of the Rental Period or if We have agreed to retrieve it, make it available for such retrieval at the end of the Rental Period. Rent will continue to accrue until We receive and take possession of the Equipment and Your only right with respect to the Equipment is to use it during the Rental Period in compliance with this Rental Agreement. You agree to ensure that, upon return to Us, with the sole exception of Ordinary Wear and Tear, the Equipment will be clean, free of all regulated or hazardous substances, rental-ready, and otherwise in substantially the same order, condition and repair as at the Time Out. You agree to pay a reasonable charge for Equipment returned in any other condition and that We reserve the right to charge Your Credit Card and/or Your account for any amount owed by You pursuant to this section.

16. **FAILURE TO TIMELY RETURN.** If You fail to timely return any item of Equipment or make it available for Our retrieval, in addition to the payment of Rent, You agree to pay all costs and expenses (including without limitation, attorneys' fees) We incur arising from or in connection with (i) any collection and/or repossession activities We elect to pursue; (ii) loss of or damage to any Equipment; and/or (iii) injuries or damages to persons or property, directly or indirectly resulting therefrom.

17. **ORDINARY WEAR AND TEAR.** "Ordinary Wear and Tear," shall mean normal deterioration resulting from the proper and intended use of the Equipment in accordance with the terms of this Rental Agreement. Any damage to or deterioration of the Equipment resulting from any use of the Equipment other than ordinary use is not Ordinary Wear and Tear. Damage to or deterioration of the Equipment which is not "Ordinary Wear and Tear" includes without limitation, theft, mysterious disappearance, damage due to overloading or exceeding rated capacities, nonstandard use, overuse, overturning, tire damage, transportation or operation without required or recommended coolants, lubricants, hydraulic fluid, air pressure levels, supports and/or safety equipment, improper use, misuse, abuse, neglect, accidents and intentional damage and any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

18. **EQUIPMENT PROTECTION PLAN.**

A. **PLAN.** The Equipment Protection Plan We offer is a Damage Waiver. IT IS NOT INSURANCE, NOR IS IT A WARRANTY. If You accept the Equipment Protection Plan, We will, subject to the "Exceptions and Exclusions" set forth below, waive Our right to recover from You Our direct cost to repair or replace Equipment which is damaged or destroyed while in Your possession; provided however, that You do all of the following: (a) immediately notify Us of any accident, loss or damage; (b) promptly notify your insurance carrier and timely exercise all rights under any applicable insurance policy that might provide coverage to You for the accident, loss or damage, and/or at Our request, as We in Our sole and absolute discretion determine, immediately assign to Us any such rights to recovery that You might have under such applicable insurance policies; and (c) provide Us with reasonable documentary evidence showing the following: (i) the nature and cause(s) of such accident, loss or damage, including but not limited to police reports, photographs, witness statements, repair estimates; (ii) your compliance with the terms of this Paragraph, including but not limited to completed insurance claim forms.

B. **EXCEPTIONS AND EXCLUSIONS.** The foregoing notwithstanding, the following are not covered under the Equipment Protection Plan, and You will remain liable for each: (i) Your failure to return any item of Equipment for any reason; (ii) Damage to any item of Equipment due to intentional abuse, improper use, negligence, neglect (including failure to protect during inclement weather); (iii) Damage to any item of Equipment due to operation of the Equipment in a manner inconsistent with the instructions provided by Us and/or the OEM; (iv) Damage to any item of Equipment due to overloading, overturning and/or striking overhead objects; (v) Damage to any item of Equipment due to exceeding the rated capacity of such Equipment; (vi) Damage to motors or other electrical appliances or devices caused by artificial current; (vii) Damage to tires, tubes, and wheels however caused (including without limitation, heat, cold, weight, yaw, rough terrain, potholes, cuts, punctures and blowouts); (viii) Damage to accessories; (ix) Damage or loss as a result of vandalism, malicious mischief and/or mysterious disappearance; (x) Loss or damage caused by dishonesty of Your employees or agents, or wrongful conversion by any person having access to or permitted to use the Equipment during the Term; (xi) Damage resulting from failure to properly clean or maintain the Equipment, including, failure to maintain proper pressure levels or proper levels of oil, fuel, lubricants, hydraulic fluid, brake fluid and/or coolant; (xii) Loss or damage due to failure to secure the Equipment; (xiii) Damage resulting from loading or unloading the Equipment.

19. **COMPLIANCE WITH APPLICABLE LAWS.** You shall, at Your sole expense, comply with all applicable municipal, state, and federal laws, ordinances and regulations (including but not limited to those relating to worker safety or the environment), building and zoning codes, professional licenses, and licenses and permits which may apply to the use of the Equipment ("Licenses and Permits").

20. **ASSIGNMENT AND SUBLETTING.** YOU MAY NOT ASSIGN YOUR RIGHTS OR REMEDIES UNDER THIS RENTAL AGREEMENT, NOR MAY YOU SUBLEASE OR LOAN ANY OF THE EQUIPMENT TO ANY THIRD PARTY WITHOUT OUR PRIOR WRITTEN CONSENT. ANY SUCH ATTEMPTED ASSIGNMENT OR SUBLEASE BY YOU WILL, AT OUR OPTION, BE DEEMED VOID AB INITIO.

21. **AUTHORITY TO SIGN; FORM CONTRACTS.** Any individual signing the Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Rental Agreement on behalf of Customer.

22. **GOVERNING LAW AND JURISDICTION.** All matters relating to this Rental Agreement and any dispute or claim arising therefrom or related thereto shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, this Rental Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio, in each case located in the City of Canton and County of Stark, although we retain the right to bring any suit, action, or proceeding against You for breach of this Rental Agreement in Your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

23. **ARBITRATION.** At Our sole discretion, we may require You to submit any disputes arising from this Rental Agreement, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law.

24. **GENERAL TERMS**

A. No waiver by the Us of any term or condition set out in this Rental Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Us to assert a right or provision under this Rental Agreement shall not constitute a waiver of such right or provision.

B. If any provision of this Rental Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Rental Agreement will continue in full force and effect.

C. Any cause of action or claim You may have arising out of or relating to this Rental Agreement must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred.

D. This Rental Agreement constitutes the sole and entire agreement between You and General Rent-All regarding the rental of Equipment and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter hereof.