

PUMP & POWER SERVICES

PC#: 1578 5390 FREUDENBURG RD CONVERSE, TX 78109 3029 210-536-7946

SUNBELT RENTALS, INC.

Salesman: 113600 PC1136 HOUSE ACCOUNT Typed By: LPETERSON

Job Site: CITY OF LAREDO 1701 PINE ST LAREDO, TX 78046	QUOTE
C#: 956-791-7326 J#: 956-791-7326	Contract # 163438953 Contract dt. 12/19/24 Date out 12/19/24 5:05 PM
Customer: 643167 CITY OF LAREDO 1110 HOUSTON ST LAREDO, TX 78040 8019	Est return 4/11/25 5:00 PM Job Loc 1701 PINE ST, LAREDO Job No 3 - CITY OF LAREDO - P.O. # 54" EMERGENCY PUMPS Ordered By LEON, ANGEL NET 30

QTY	EQUIPMENT #		Min	Day	Week	4 Week	Amount
2.00	12X12X17 SOLIDS VAC 1568	HP QF S	700.00	665.00	1714.50	4335.00	36010.00
1.00	0410328 MISC FITTINGS THIS LINE IT FOR THE PI (EXCLUDING PUMPS) FOR T BYPASS PROJECT (INCLUDI FITTINGS, STINGERS, SIT FUEL CELL, FUSING, VEHI	IPE SYSTEM THE 54" EME ING 2400' 1 TE SUPPORT	RGENCY .6" PIPE EQUIP,	9110.00	14340.00	29211.00	125954.00
	9-16 Hrs/Day 41-80 Hrs/W	VK = 2.0x R ACT MAY REQ EF). DEF C ENGINE LOAD DNSIBLE FOR STEM DAMAGE	ate ate UIRE THE ONSUMPTIC AND WILI PROPER I S THAT MA	N RATES AR VARY. DE DEF LEVEL M V OCCUR IF	F IS A CONS AINTENANCE	AND	
SALES Qty 1 Certain e manufact	ITEMS: Item number DEMOBILIZATION quipment above Acquires scheddied Preventive R turers specifications. Customer shall be charged	Unit EA Maintenance:Sunber for each PM service	Pric 13523.66 t Rentals Will mor e performed during	0 itor the operation tir	ne and perform PM s	ervice as required in ac	13523.66 cordance with
		* * * * * * * * * * * *		* * * * * * * * * * * * * * * * E SHIFTS OR	*****		
PROPERLY, NOTIFY THE OFFICE AT ONCE OVERTIME RATES MAY APPLY REFUELING, DAMAGES AND REPAIRS 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer. . . . 2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment. . . 3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment. .							
Customer is de	clining Rental Protection Plan (see reverse side for det	ails) (Customer	Initials)				
Customer	Signature Date N	Name Printed			Delivered	Ву	Date

www.sunbeltrentals.com



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QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES	ITEMS:					
Qty	Item number	Unit Price				
	THIS LINE IS FOR RETURN					
	RELATED EQUIPENT ONCE E					
112	COMPLETE (ESTIMATE 3-4 E&D TOOL EXPENSE	EA 1904.650				213320.80
	2364XXX075 E&D TOOL EXPENSE					213320.00
	THIS LINE IS FOR 112 DA					
	FUELING SERVICES (\$1904	· · · · · · · · · · · · · · · · · · ·				
	TO RUN THE PRIMARY PUME					
	*** OPTIONAL*** THIS IS	S AN ESTIMATE ONLY				
	AND WILL BE BILLED BASE					
1	E&DLABOR	EA 12537.750				12537.75
	2218XXX050 ERECTION & DI	ISMANTLE LABOR				
	THIS LINE ITEM IS FOR 7					
	54" EMERGENCY BYPASS PF					
	INCLUDING NECCESSARY EQ	•				
	AND SUPPORT ITEMS TO AS	SSEMBLE AND TEST				
1	BYPASS - SP					11010 00
1	E&DLABOR 2218XXX050 ERECTION & DI	EA 44916.000				44916.00
	THIS LINE IS FOR DAILY					
	LABOR FOR TWO WEEKS (14	-				
Cortain	equipment above equites scheduled Freventive R		the operation time (and porform DM cor	vice as required in as	cordance with
manufac	cturers specifications. Customer shall be charged	for each PM service performed during rent	tal period	and periorni Pivi ser	vice as required in ac	
	IF THE EQUIPMENT DOES NOT WORK	MULTIPLE SHI			CUSTOMER IS RESP	
	ROPERLY, NOTIFY THE OFFICE AT ONCE	OVERTIME RATES			REFUELING, DAMAGE	S AND REPAIRS
 Customer a Customer i If the Equip Customer s Equipment indemnifies Customer h Indemnifica www.sunb Customer v Sustomer v 	harges are an estimate based on the estimated rental p assumes all risks associated with the Equipment during s responsible for and shall only permit properly trained, ment does not operate properly, is not suitable for Cus shall not use the Equipment and shall contact Sunbelt in misuse or using damaged or malfunctioning Equipment S unbelt Entities for all claims or damages as a result or as received, read, understands and agrees to the estin ation in Section 8 and Environmental Fee in Section 16, eltrentals.com/surcharge. must contact Sunbelt to request pickup of Equipment, n waives its right to a jury trial in any dispute as set forth tion of Sunbelt or Customer, Customer agrees to subm	the Rental Period, including injury and damage Authorized Individuals to use the Equipment, stomer's intended use, does not have operating immediately. I may result in serious bodily injury or death and of misuse or use of damaged or malfunctioning nated charges and all the terms on this page, pl which can also be found at www.sunbeltrent retain the Pick-Up Number given by Sunbelt and in Section 19.	to persons, property and safety instruction d Customer agrees that Equipment. us all sections on the als.com/rentalcontract d will be responsible for	. * Delivery/Pickup Su or Equipment until act	uallyretrieved by Sunbe	is available at
Customer is d	eclining Rental Protection Plan (see reverse side for det	ails) (Customer Initials)				
Custome	r Signature Date N	Name Printed		Delivered E	Sv.	Date

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QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES	ITEMS:					
Qty	Item number Unit PER DIEM, VEHICLES, AND NECCESSA TRAVEL RELATED TO MAINTAINING PR	RY				
1	E&DLABOR-P&P EA 2218XXX050 E&D LABOR P&P THIS LINE ITEM IS FOR SETUP LABC 54" EMERGENCY BYPASS PROJECT IN INCLUDING NECCESSARY EQUIPMENT, AND SUPPORT ITEMS TO ASSEMBLE AN BYPASS FOR STARTUP BEFORE XMAS -	27927.490 DR FOR LAREDO LABOR, ID TEST				27927.49
1	MOBILIZATION EA 2114XXX000 EQUIP MOVEMENT MOBILIZ THIS LINE IF FOR MOBILIZAITON OF PERSONELL, EQUIPMENT, PIPE, FITT AND INCOMING FREIGHT FOR 54" EME BYPASS PROJECT FROM MULTIPLE LOC THROUGHOUT TEXAS - SP	27047.330 CATION TINGS, CRGENCY				27047.33
1		76.670				76.67 24294.60
Certain manufac	equipment above requires scheduled Preventive Maintenance. Sunb cturers specifications. Customer shall be charged for each PM servi	elt Rentals will monitor t ce performed during renta	he operation time a al period.	and perform PM ser	vice as required in acc	,

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IF THE EQUIPMENT DOE PROPERLY, NOTIFY THE O			LTIPLE SHIFTS OR ME RATES MAY APPLY		RESPONSIBLE FOR AGES AND REPAIRS		
The total charges are an estimate based on the estimated rental period and other information provided by Customer. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment. Customer is responsible for and shall only permit property trained, Authorized Individuals to use the Equipment. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge. Customer waives its right to a jury trial in any dispute as set forth in Section 19. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 19.							
Customer is declining Rental Protection	Plan (see reverse side fo	r details) (Customer Initials)					
Customer Signature	Date	Name Printed		Delivered By	Date		

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QTY	EQUIPMENT #		Min	Day	Week	4 Week	Amount
SALES Qty	ITEMS: Item number	Unit	: Prio	ce			
	PICKUP CHARGE						1849.53
				Sul	b-total: Total:		529307.36 529307.36
All amo	ounts are in US	D					
Certain manufa	equipment above requires sci cturers specifications. Custor	heduled Preventive Maintenance. Sunb mer shall be charged for each PM servio	elt Rentals will mo	nitor the operation tim g rental period.	ne and perform PM ser	vice as required in ac	cordance with
* * * * * * * * * *	* * * * * * * * * * * * * * * * * * *	* * * * * * * * * * * * * * * * * * * *	* * * * * * * * * * * *	* * * * * * * * * * * * * * * E Shiifts or	* * * * * * * * * * * * *	* * * * * * * * * * * * * * * * * * *	* * * * * * * * * * * * * * * * * * *
	ROPERLY, NOTIFY THE OFFICE	AT ONCE	OVERTIME RA	TES MAY APPLY		REFUELING, DAMAGES	s and repairs
 The total of Customer Customer 	charges are an estimate based on assumes all risks associated with is responsible for and shall only j	the estimated rental period and other infor the Equipment during the Rental Period, in permit properly trained, Authorized Individue i, is not suitable for Customer's intended us shall contact Sunbelt immediately. Ilfunctioning Equipment may result in seriou	ncluding injury and da als to use the Equipm	ustomer. mage to persons, proper ent.	rty and the Equipment.		es of the Emiliament
4. If the Equi Customer 5. Equipment	shall not use the Equipment and misuse or using damaged or ma	, is not suitable for Customer's intended us shall contact Sunbelt immediately. If unctioning Equipment may result in seriou	se, does not have ope is bodily injury or dea	th and Customer agrees	that Customer (i) assume	es all risk associated the	ereunder, and (ii)
6. Customer	has received, read, understands	and agrees to the estimated charges and all ental Eee in Section 16, which can also be f	I the terms on this pa	ge, plus all sections on t trentals com/rentalcontr	the reverse side of this C	ontract ("Sections"), inc	cluding Release and is available at
7. Customer 8. Customer 9. At the elec	beltrentals.com/surcharge. must contact Sunbelt to request waives its right to a jury trial in a ction of Sunbelt or Customer, Cu	pickup of Equipment, retain the Pick-Up NL any dispute as set forth in Section 19. Istomer agrees to submit every dispute to a	umber given by Sunber rbitration and waives	elt and will be responsibl any right to bring a clas	le for Equipment until act as action as set forth in S	uallyretrieved by Sunbe ection 20.	lt.
Customer is d	leclining Rental Protection Plan (s	see reverse side for details) (Custom	er Initials)				
Custome	er Signature	Date Name Printed			Delivered E		Date

SUNBELT RENTALS TERMS AND CONDITIONS

DEFINITIONS. "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who 1) DE-IMITIONS. <u>Authorized individuals</u> are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, and to the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. <u>"Customer</u>" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalt. <u>"Environmental Services Charge</u>" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. <u>"Indeent</u>" is any fine, citation, theft, accident, casualty, loss, analtaism, injury, death or damage to the service of the result of the service of the result. person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment's fair market value on or either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "<u>FMV</u>" is the Equipment's fair market value on or about the date of the incident relating to the Equipment, plus any administrative fees and expenses. <u>One Shift</u>" means not more than 8 hours per day. 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with hour meters. <u>Originary Wara and Tear</u>" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "<u>Party</u>" means Sunbelt or Customer and together both are the "Parties". "<u>Pick-Up Number</u>" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "<u>Rental Period</u>" commences when the Equipment is delivered to Customer or the Shite Address and continues until the Equipment is returned to the Shore or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "<u>RPP</u>" is the rental Period" commences when the Equipment is delivered to Customer and therwise Equipment will be located during the Rental Period identified earlier. "<u>Store</u>" is the Subatel tocation identified earlier. "<u>Subatel</u>" is Subbelt and its affliated companies, their respective officers, directors, employees and agentis. "<u>Telematics Data</u>" is a charge intended to defray a wide range of transportation expenses (but the transe) which are not always fully recovered by other transportation charges. person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is

solution relating to the Equipment, its perioritatics, location, in operators, instruction solution are solved and solved

and shall remain the personal property of Subbelt and (b) shall not be affixed to any other property. Customer shall not pedge or encuently the Equipment in any manner.
3
PERMITTED USE. Customer agrees and warrants that (a) Subbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to southed to encuence the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer has access to and review the operating and safety instructions and will applicable safety equipment, (d) any apparent agent at the Site Address without cargument of access or the Equipment (and if Customer requests. Customer submits built to Ecuipment agent at the Site Address without cargument of access or equested regarding the operation of the Equipment; (g) any apparent agent at the Site Address without cargument of the Equipment (and if Customer requests. Customer submits built to each use the Equipment that the Site Address without carges to accept delivery of the Equipment (and if Customer requests. Customer submits and the sequence training warring lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (a) Sunbelt and maintained in a cocordince with all poincide laws, regulated laws, regulated laws, regulated submits, and maintained in a careful mamer; (b) the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (f) the Equipment, newer Customer is responsible for the Equipment that approache federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revise; (k) the Equipment that appropriate Equipment to C

5) MAINTENANCE. Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fuid systems, batteries, inservack souting edges, and clearing in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs insections and the full repair charges, additional fees, if any, and rental of the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment, including routing sales tax, as applicable. Sunbelt has the right to inspect the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment, including sales tax, as applicable. Induce in which the cupulation is been as a subject of the physical control of the Cupulation in the rest of control of the Cupulation is a subject of the

to pay for such charges. 6) CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE CUSTOMER LIABILITY. DURING THE RENTAL DEPENDENT NOT INNEED TO DEPENDING IN INTER TO DEPENDING INTER TO D 6) CUSTOMER LIABILITY, DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify Sumble), the police, if necessary, and Customer's insurance carriers, (b) secure and mainain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt, and (d) as applicable.

Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such incident, until Surbeit or its agents investigate; (c) immediately submit copies of all police or other third party reports to Surbeit; and (c) as applicable; pay Surbeit; and addition to other sums due herein; the rental rate of Equipment until the repairs are completed or Equipment interpleted by a surbeit; and (c) as applicable; surbeit shall have the immediate right, but not obligation, to reclaim any Equipment. Accrued rental charges shall not be applied agains these amounts. Sumbet that have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident. (7) NO WARRANTES, SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTES, EXPRESS OR IMPLIED, WITH PARTICLIAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT TO NA n* Shi, WHERE IS* BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LUBBILITES. AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ANY WAY CONNECTED WITH THE EQUIPMENT TAIL CLAIDING, DERRATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY. (8) RELEASE AND INDEMINFICATION, TO THE FULLES PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY. (8) RELEASE AND INDEMINFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER NIDEMINIFIES, MARDELS SANDA T SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT. ENTITIES MARDIA SUNBELT SALL APPLY. (8) RELEASE AND INDEMINFICATION. TO THE FULLEST EXTENT

for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Indiadnt; (d) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to insurance that excludes boom damage or, orther obligations provided herein, or for which Customer may health's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relive Customer for its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise. 10) **RENTAL PROTECTION PLAN**. Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the the Equipment (as anamunn of SS00 per piece of Equipment, and Sunbelt shall (in noting for the rental changes to Equipment, to to anaximum of SS00 per piece of Equipment is being repaired or replaced by Sunbelt or Lost Equipment, to be anaximum of to Sunbett for the loss, thert, damage or destruction resulting from such Exclusions. "Exclusions" shall mean loss, refit, damage or destruction of the Equijment (1, 4) due to intertional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (groupply delivered to Sunbett); (C) due to floods, water level changes, wind, storms, earthquakes or Ads of God; and (D) accessories or Equipment or which Customer is not charged the RPP fee. THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FALLS TO PAY THE RPP FEE OR MADE OTHER CONTRACTULA RRANGEMENTS WITH SUMBELT. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbell retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Subheit shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt

shall cooperate with, assign Sunbeit all claims and proceeds ansing from such loss, theit, damage or destruction, execute and deliver to Sunbeit whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense. 11) **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbeit, and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 were rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, charges accue during Saturdays. Sundays and holidays. The rental rates do not include and Customer's repossible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than 0 ne Shift use, (ii) delivery and pickup charges based on Customer's possession and/or use of the Equipment, including additional fees for more than 0 ne Shift use, (ii) delivery and pickup charges to and from the Store, including but not limited to an freight, transportation, delivery, pickup and surcharge fees listed in this Contract, (iii) maintenance, repairs and replacements to the Equipment, and pregint, transportation, delivery, pickup and surcharge fees listed in this Contract, (iii) maintenance, repairs and replacements to the Equipment, and pregint, transportation or store opening; (iv) fuel used during the Rental Period and for refueling Equipment as described below, (ivii) fines for use of dyed diseal fuel in on-road Equipment; and (iviii) an Environmental Services Charge (ese www.sunbetimetals.com/environmental/Service). The convenience charge for off road diseal fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion. 12 PAMEMT. Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including aredit charges, within 15 daws after the receic of the invoice/contract or Customer shalls be deemed by awrent terms must pay, in arreas, upon areain to the approve doris subscoded to have introvocably wai

within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At within to days after the recept of the invoce contract or customer shall be deemed to have inrevocably valved in signific of spute sum amounts. At Sunbelf's discretion, any account with a delinquent balance may be placed on a cash basis, depositions may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Surbelf for all costs incurred in collecting any late payments, including, without limitation, aftorneys fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT. CUSTOMER AUTHORZES SINGLI TO CHARGE THE CREDIT OAR DEIT CARO LA MOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD. Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions

RETURN OF EQUIPMENT. Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Subset (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Subset to be responsible for rental and other charges after the Nental Pendol if the Equipment is not returned in the condition required herein. It Subbelt delivered the Equipment to Lostomer, Rustomer alla Indify Subbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment thill Subbet Confirms that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment mill Subbet Confirms that the Equipment is returned by neguries and the related the related the Pick-Up Number is given, provided Customer has otherwise compiled with Its Contract. No pickups coeur on Sundays or statuatory holds was and Satudray pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period

Equipment to the same store during that store shorthan usamess hours. If the Equipment is not returned by the estimated end of the retaint end of specified earlier, customer agreess to pay the applicable rental rate for the Equipment until the end of the Rental Period. 14) **PURCHASES**. If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item, Sunbelt retains tills to the item until Customer has paid in Full. Contemported by ind fault is during the full purchase price of the item, Sunbelt retains tills to the item until **Customer** has paid in Full. Contemported by ind fault is during the full purchase price of the item, Sunbelt retains tills to the item until

DEFAULT. Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) 15) DEFAULT: Customer shall be in default if Sunbelt deems itself insecure or if Customer (a) fails to pay sums when due; (b) breaches any Section of this Cortrat; (c) becames a dettor in a bankruptory proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment at requires, or has its assets seized by any creditor; (d) fails to insure the Equipment at se required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at lew or in equity, the right to reposes the Equipment without judical process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attoreys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be lable due to seizure of Equipment by order of governmential authority. CUSTOMER WAINES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.
16) CRIMINEL WARNING. The use of fase identification to obtain Eduire to refuire refuire ent of the of the dot the dot to the court of government by meet of the other fault. 15)

 to governmental autobity: Cost Date: Naves and North Or Action Activity Activity Activity Activity activity and North Or Activity Act expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-dificient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Suchhalt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with vertain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects

as revenue and uses at its discretion.
18) FUEL. For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of 18) FUEL. For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental; in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment full of fuel and the pay on Return Option - if Customer returns Equipment with less the left have neceived, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (Cherum Full Option – if Customer returns).

multiplying gallors required to refill tank with hele to level when received, by the Pay on Return per gallon rate); and (c) Return Full Option – if Customer returns the Equipment with a least as much tiel as when it was received (most Subket Equipment comes with a full tank of the lo, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment other than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are retail sale of fuel. (19) LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIDUTOR, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT, MARCH AND THE CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITES, OR RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT EVITIES, ON RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT EVITIES, ON RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S AN ARISES AS A THIS CONTRACT.

JURY TRIAL WAIVER IN ANY DISPLITE ARISING OUT OF IN CONNECTION WITH OR IN ANY WAY PERTAINING TO

Equipment is subject to and must compare the exporting with a responsible for: (A) determining whether and obtaining in necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment, CB, buttiming in necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, CB, buttiming any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment cour. Relet to <u>www.bis.dc.org</u> for information. 23) COLLECTION OF DATA. Customer consents to the collection, use and disclosure of the data and information. Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbelterntias.com/privacypolicy. 24) GOVERNING LAW. The Parties expressive and intervocably agree: (a) this Contract, including any related tort daims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidaing the remaining Sections. 25) FORCE MALEURE: Sunbelt shall no the lable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfiling or performing any term of this Contract when and to the extent such failure or delay in fulfiling or performing any term of this Contract when and the twe stent such failure or delay in fulfiling or engipment cours, the subtowns, or cobert industrial disturbances, (h) shortage of adequate power or intransportation facilities, and (i) other events beyond t

in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely In Customer's purchase order of other Customer document to other terms that shall control this transaction shall be yood. This Contract, expension and the parties and their respective permitted successors and assigns and nothing in this Contract, expenses or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, lilegal, or unenforceable, such invalidity, lilegality, or unenforceable into affect any other term or invalidate or remet unenforceable such term. This Contract and all of Customer's nght in and to the Equipment are subordinate to all rights, title and interest of all persons (including subelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the rights, title and interest of all persons (including Sunbeit's lenders) who have rights in the Equipment. Headings are for convenience only. Io the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warant that: (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they tooth have full authority to execute, deliver and perform this Contract, and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

Additional terms and conditions for Shoring can be found at https://www.sunbeltrentals.com/about/shoring-bridging-additional-terms Rev Date 06/16/2021