

C-4 Equipment Rental Agreement

This Equipment Rental Agreement, hereinafter referred to as the "Agreement", is made and entered into between C-4 Equipment Rental and Sales LLC, herein after referred to as the "Owner" and (Customer/Signee listed in contract) hereinafter referred to as "Renter". The Owner and Renter will be collectively referred to herein as the "Parties".

WHEREAS, Owner is in the business of renting equipment to the public;

WHEREAS, Renter is desirous of renting equipment from Owner; and

WHEREAS, Renter wishes to rent from Owner the equipment more particularly described in Exhibit A, which is attached hereto and is incorporated herein by reference. Said equipment will be referred to herein in this Agreement as, "Equipment".

WHEREFORE, in consideration of the mutual covenants, promises, agreements, and stipulations herein, the Parties agree as follows:

1. **Rental Amount.** Renter agrees to pay the full rental amount (listed on contract) to Owner as rent for the Equipment. Under certain circumstances, Renter may be required to pay Owner an addition security deposit equal to one day's rent of the Equipment as security for the Renter's performance under this Agreement and for any damages caused to the Equipment while in the Renter's possession or during the term of this Agreement. Owner may use any part of this security deposit to repair any damage to the Equipment. Renter shall be additionally liable for any and all damages over and above the security deposit.
2. **Late Charges.** Renter agrees that in the event Renter does not return the Equipment before the expiration of the Term, as stated herein, in paragraph 3 herein below, Renter shall be charged the daily rate for each additional day, until the Equipment is returned to and accepted by Owner. Renter authorizes Owner to deduct all late charges from Renter's waiver fee or, if Renter paid with a credit card or debit card, Renter authorizes Owner to charge said credit card or debit card for any late charges without further notice or authorization to Renter. An additional charge of 3% on past due amounts may be applied for every 30 days an invoice goes unpaid. All unpaid invoices are subject to legal action after 30 days.
3. **Duration of Rental Term.** The term of this Agreement shall be from the Effective date listed on the contract and shall end when the

equipment is returned by Renter to Owner's place of business on or before 5:00 p.m. (central standard time) on the date listed on contract.

Equipment run time hours are as follows:

1. **1/2 day rental: 4 hours of run time**
2. **1 day rental: 8 hours of run time**
3. **1 week rental: 40 hours of run time**
4. **1 month rental: 160 hours of run time**

Any additional run time hours over the allotted amount will be charge at a prorated rate.

4. **Condition of Equipment at Time of Rental.** Renter agrees that, prior to signing this agreement, Renter has inspected the Equipment and acknowledges that the Equipment is in good condition, good repair and operable for the use for which Renter intends to use said Equipment.
5. **Use, Maintenance and Care of Equipment.** Renter hereby acknowledges that Renter has the requisite training and experience to operate Equipment in a safe manner. Renter further agrees to use Equipment in a manner that will prevent damage to the Equipment and Renter's use of said Equipment shall be in compliance with all state, federal and local laws, ordinances or regulations.
6. **Wear and Tear.** Normal deterioration of Equipment from reasonable use is defined as ordinary wear and tear. Damages resulting from the following are considered outside the definition of ordinary wear and tear and are not covered by the Owner:
 1. Lack of lubrication
 2. Improper fueling
 3. Failure to maintain proper fluid levels, including oil, water and air pressure
 4. Lack of servicing and preventative maintenance
 5. Any other unreasonable damage to the equipment not considered ordinary in the equipment rental industry.
7. **Equipment Becomes Unsafe or in Disrepair.** Renter shall immediately discontinue using the Equipment if at any time after the execution of this Agreement, the Equipment becomes unsafe or inoperable. Renter agrees to immediately notify Owner if the Equipment becomes unsafe or inoperable and, until the Equipment is returned to Owner, will take all reasonable precautions to prevent further

damage to the Equipment or to prevent injury to any person or property.

8. **Alterations of Equipment Prohibited.** Renter shall not make any alterations of any kind to the Equipment without the written consent of Owner. In the event Renter does make alterations to the Equipment without the written consent of Owner then Renter shall pay all expenses and labor to return the Equipment to the condition it was in prior to this Agreement or, the Owner may keep said alteration. The choice to repair or keep any alteration shall be within the sole discretion of the Owner.
9. **Renter's Liability for Damages to Equipment.** Except for ordinary wear and tear, Renter agrees to pay for any and all damages that are done to the Equipment during the term of this Agreement or while the Equipment is in Renter's possession or control including, but not limited to, the cost to repair or replace the Equipment. Renter agrees that the decision of whether to repair or replace the Equipment shall be within the complete discretion of Owner.
10. **Renter's Insuring of Equipment.** Renter shall maintain insurance on the Equipment for any damage that may occur to the Equipment during the term of this agreement and while the Equipment is in Renter's possession or control. Renter shall either insure the Equipment pursuant to Option 1 or Option 2 herein below:
 - A. **Option 1 (Renter's Self-Insurance):** Renter shall, at Renter's own expense, maintain at all times during the term of this agreement or while the Equipment is in the possession or control of the Renter, all property insurance ("Property Insurance") covering the Equipment from all sources of damage or loss including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary reporting" (iii) mysterious disappearance (iv) loss of use of the Equipment (v) complete destruction of the Equipment (vi) damages to Equipment. Coverage shall begin from the Effective Date of the Agreement and shall continue until the time the Equipment is returned to and accepted by Owner. The Property Insurance shall name Owner as an additional insured and as the loss payee with respect to the

Equipment and shall cover all risks of loss of, or damage or destruction to the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value but shall, in no event, be less than \$200,000. The Property Insurance shall be primary coverage over Owner's insurance. Upon Owner's request, Renter shall provide to Owner proof of said insurance, waiver of subrogation, that Owner is listed as additional insured, that Equipment being rented is identified, and a 30 day notice of cancellation. For Motor vehicles the renter must carry 2 million dollars commercial auto liability. Renter hereby agrees that Owner shall be subrogate to any recovery rights Renter may have for damages to the Equipment.

- B. Option 2 (Damage Waiver): Renter does not have to maintain its own property insurance coverage on the Equipment as required above by Option 1 if, prior to renting the Equipment, Renter purchases the damage waiver from the Owner, an amount equivalent to 15% of the rental amount noted in Paragraph 1 above. Purchase of the damage waiver is not equivalent to insurance. The Damage Waiver limits the Renter's financial responsibility for loss or damages incurred from causes outside the control of the Renter, such as "Acts of God", theft, vandalism and machine failure. Renter authorizes Owner to pay for the repair or replace of the Equipment out of any payment toward Damage Waiver fee.

11. Disclaimer of Warranties. Owner makes no warranties whatsoever, expressed or implied, with respect to the Equipment, including any warranty of merchantability or warranty of fitness for a particular purpose, or any other warranty, whether express or implied by law, course of dealing course of performance, usage of trade, or otherwise. Renter assumes all liability in use of the Equipment.

12. Credit Card, Debit Card, and Late Payments. Renter hereby authorizes Owner to charge Renter's credit card or debit card for any and all charge called for under this Agreement including, but not limited to, payment for rental of the Equipment, any insurance, any security deposit, any damage or repair to Equipment or late charges. Renter

additionally authorizes Owner to charge to Renter's credit card or debit card any and all processing fees incurred by Owner for accepting payment from the Renter's credit card or debit card.

13. **Indemnification.** Owner shall not be liable for any damage or injury to the person or property of Renter or Renter's family, guests, invitees, agents or employees or to any person resulting from the use of the Equipment while in Renter's possession and Renter hereby agrees to indemnify, defend and hold Owner harmless from any and all claims or assertions of every kind and nature including those caused by the negligence or fault of Owner, Owner's agents or employees. This Indemnification and Hold Harmless provision shall not include damage or injury arising from the intentional torts or the gross negligence of Owner.
14. **Assumption of Risk.** Renter hereby acknowledges that use of the Equipment creates a substantial risk of personal injury and injury to property and Renter hereby expressly assumes said risks.
15. **Return of Equipment.** Renter shall return the Equipment to Owner on or before the expiration of the Term in the same condition the Equipment was in at the beginning of the Term, except for ordinary wear and tear. A cleaning fee of \$50.00/hour may be applied if Owner deems Equipment, upon return, to not be in an satisfactory condition of cleanliness.
16. **Refueling Fee.** If Equipment is returned with a depleted fuel tank, a refueling fee of \$7.00/gal will be applied to refill the tank.
17. **Title to Equipment.** The Equipment shall be the personal property of Owner and Renter shall have no legal or equitable right of ownership or possession except as stated herein in this Agreement. This Agreement constitutes a bailment of the Equipment and is not a sale or creation of a security interest in the Equipment.
18. **Assignment or Subletting.** The Equipment shall not be assigned or sublet without the written consent of Owner.
19. **Liability of Corporate Agent.** Any agent, member, manager, shareholder, owner, employee, board member, officer or trustee signing this Agreement on behalf of a corporation or trust agrees to be individually liable for payment, damages or any other liability arising

from the use of the Equipment by Renter or that occurred during or resulted from an incident that occurred during the Term of this Agreement or while said Equipment was in Renter's possession or control.

20. **Governing Law.** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Missouri.
21. **Sever-ability.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
22. **Interpretation of Ambiguities.** The Parties hereto have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.
23. **Binding Effect.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.
24. **Non-Waiver.** No indulgence, waiver, election or non-election by Owner under this Agreement shall affect Renter's duties and liabilities hereunder.
25. **Attorney's Fees.** Should any party to this Agreement employ an attorney to enforce any of the conditions or covenants hereof, including but not limited to the collection of rental payments or gaining possession of the Equipment, or collecting money for any damages done to the Equipment, Renter agrees to pay all expenses and costs so incurred, including a reasonable attorneys' fee.
26. **Effective Date.** This Agreement shall become effective on the date it is signed by Renter.
27. **Entire Agreement.** This Agreement contains the entire Agreement of the Parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the Parties.
28. **Release of Owner's Liability.** Renter releases, waives, discharges, and covenants not to sue Owner for any injuries to the person or property of Renter or Renter's family, guests, invitees,

agents or employees or to any other person, caused by the negligence or fault of Owner. This Release provision shall not include damage or injury arising from the intentional torts or the gross negligence of Owner.

Initial _____ Date _____