

ARCO CONTRACTORS SUPPLY CO., INC. RENTAL CONTRACT

PLEASE REFER TO YOUR SAFETY AND CARE INSTRUCTIONS FOR DETAILS.

Arco Contractors Supply Co. Inc., the ASCS ("ACSC"), rents to the Customer, identified by his or her signature and company name on the last page of this Contract, the rental equipment described on the attached page of this Contract, subject to all terms and conditions as follows:

- 1. IDENTIFICATION.** Customer certifies that all information provided by the Customer as listed is correct and valid under penalty of perjury. This contract is the sole agreement for rental. A purchase order is separate.
- 2. RENTAL.** ACSC rents the equipment for the period commencing upon the delivery of equipment to Customer and terminating upon ACSC's acknowledgement of receipt of the return of the equipment. Rental periods and charges run from the commencement to termination. When shipment is made by delivery, the rental charges start on the date of the delivery and stops on the date equipment is picked up, subject to the minimum rental time periods on attached order page of this contract. Customer agrees to pay ACSC all rental fees, mileage, and other charges and costs as set forth in this agreement, or if not set forth herein, at the rates, schedules, and charges on file with ACSC.
- 3. HELL OR HIGH WATER.** Customer's obligation to pay all Rent and other amounts under this Agreement is absolute and unconditional and is not subject to any abatement, counterclaim, defense, deferment, interruption, recoupment, reduction or setoff for any reason whatsoever, even if the equipment failed to function properly, is later determined unfit for Customer's needs, is destroyed or stolen. **No inclement weather refunds.**
- 4. INSURANCE.** Customer shall be responsible for all cost in obtaining insurance as required by ACSC. Customer shall provide a valid and current certificate of insurance in compliance with ACSC's requirements, which shall be in effect from the date of this Agreement until return of the equipment.
- 5. ACCIDENT NOTIFICATION.** Customer shall immediately notify ACSC of any accident.
- 6. INSPECTION.** Customer acknowledges that before signing this Contract, he/she has had the opportunity to personally inspect the equipment and finds it suitable for his/her needs and in good condition, and he/she understands its proper use.
- 7. INSPECTION OF TRAILER HITCH.** Customer shall inspect trailer coupling mechanism and safety chain before leaving ACSC premises. Customer shall inspect the equipment periodically and to maintain the coupling and chain in a safe and secure condition.
- 8. CUSTOMER CARE.** Customer shall exercise reasonable due care for the installation, use, operation, and maintenance of rental equipment properly, and to restrict its use to Customer's qualified personnel. Customer shall not use the equipment improperly, carelessly, in violation of any applicable law, or for a purpose or in a manner contrary to ACSC's safety and care instructions. Customer shall indemnify ACSC and hold ACSC harmless from any and all damages arising from improper use or abuse of the equipment. Customer shall take care all customary needs of the equipment, including but not limited supplying fuel, oil, water and batteries.

9. MAINTENANCE. Customer shall be responsible for the service, repair, and maintenance of the equipment, at his/her own expense, to keep the equipment in the same condition as when delivered to Customer and in accordance with manufacture suggestions, ordinary wear and tear excepted. Customer shall, at its own expense, replace parts and devices, ordinary wear and tear excepted.

10. DAMAGED/DIRTY EQUIPMENT. Customer assumes the risk of (a) damage or loss by theft, vandalism, or malicious mischief. (b) Loss or damage of accessories, such as cords, hoses, points, brushes, and hand tools. (c) Loss or damage resulting from overloading, exceeding rated capacity, misuse, abuse, or improper servicing of equipment. (d) Damage to tires and tubes regardless of cause; and (e) Loss due to mysterious disappearance or wrongful conversion by a person entrusted with the equipment. Customer is responsible for all loss and damage to equipment. Returning equipment dirty will result in a cleaning fee of \$25 and up.

11. LIMITED REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the equipment becomes unsafe or in disrepair as a result of normal use Customer agrees to discontinue use and immediately notify ACSC. Upon notice ACSC shall use reasonable effort to replace the equipment with similar equipment in good working order, if available. ACSC is not responsible for any incidental or consequential damages caused by delays or otherwise. Customer agrees to make the equipment available for servicing by ACSC at reasonable times. If Customer requests service at times other than ACSC's business hours, Customer shall pay the difference between straight time rate and over time rate for technician's time.

12. DISCLAIMER WARRANTIES. ACSC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE EQUIPMENT, OR THE EQUIPMENT'S INTENDED USE, INCLUDING, WITHOUT LIMITATION, ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; OR (d) WARRANTY OF SUSTAINABILITY (e) WARRANTY AGAINST INTERFERENCE; WHETHER ARISING OUT OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

13. HOLD HARMLESS AND INDEMNITY AGREEMENT. To the fullest extent of the law, Customer agrees to assume the risk of, indemnify, and hold ACSC, its officers, directors, employees, workers, representatives, and agents ("Indemnitees"), harmless for property damage and personal injuries caused by the equipment and/or rising out of, caused by, or resulting from Customer's use of equipment in a negligent and/or reckless manner. Customer shall indemnify and hold harmless ACSC from and against all loss, damage, and liability from any and all claims for damages on account of or by reason of bodily injury, including death and all property damage which may be sustained or claim to be sustained by any person, including third parties the Customer, members of the Customer's family, employees of the Customer, and of any subcontractor or employees of subcontractor of Customer. The Customer shall at his or its own cost and expense defend any such claim, suit of action or proceeding, including but not limited to attorneys' fees, whether groundless or not, which may be commenced against ACSC arising out of the use of the equipment and the Customer shall pay any and all judgments which may be recovered in any such actions, claims, proceedings, or suits.

14. RENEWAL/EXTENSION OF TIME. In the event Customer desires to extend rental period beyond the date and time originally agreed upon, Customer shall notify ACSC and obtain ACSC's written consent. Should Customer fail to respond to ACSC's inquiries about return of the equipment or an extension of time, this Contract shall automatically renew on the same terms. In such a case, ACSC may change the terms of the contracts for renewed period at ACSC's sole discretion. Customer shall pay all additional

charges, for any additional time the equipment is retained beyond the time originally agreed. The equipment shall be deemed retained by the Customer until all parts are returned to ACSC.

15. DEFAULT. If Customer either fails to pay rent or any other amount herein provided when due and payable or fails to perform promptly any of the other obligations herein, and such default continues for a period of five (5) days after ASCS gives Customer notice thereof, then ACSC may pursue any one or more of the remedies hereunder granted or otherwise permitted by law or in equity without notice or demand whatsoever (which shall be exercisable concurrently or separately at ASCS's sole discretion): (a) ASCS may repossess the equipment upon end of the rental term; in such a case, Customer provides ASCS permission to enter upon Customer's premises and take possession of equipment; (b) terminated this Agreement in which event Customer shall immediately surrender rental to ACSC, and if Customer fails to do so, ACSC, may without prejudice to any other remedy which ACSC may have for possession or arrearages in rental, enter upon Customer's premises and take possession of the equipment; (c) Exercise any other remedies available at law or in equity. In the event of repossession, Customer shall be responsible for all cost related to repossession including but not limited to attorneys' fees.

16. TAXES AND PERMITS. Customer agrees to pay all taxes associated with its use of rental. Customer shall also provide all permits, if any, necessary for the installation, movement and operation of the rental.

17. CUSTOMER CREDIT AUTHORIZATION. Customer authorizes the investigation, credit check, and release of information with regard to its business and/or financial relationships existing between the Customer, its suppliers, and its creditors. It is expressly understood that such information is being requested in support of the Customer's extension of credit or the renewal thereof.

18. ASCS'S PROPERTY. The rental equipment is and shall be at all times remain the property of ASCS and may not be subject to a lien or claim of Customer. Customer understands and acknowledges and agrees that a purchase of the equipment shall be under a separate agreement after the rental period expires.

19. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions.

20. GOVERNING LAW AND VENUE. Tarrant County, Texas, shall be the proper place of venue for suit on or arising from this Contract. All terms and conditions shall be construed, interpreted, and applied in accordance with the laws of the State of Texas.

By signing below, Customer agrees that he/she has read this Agreement. Customer further understands and agrees to these terms and conditions.