



APR 24 2023

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 4/17/23

Approved

Meeting Date: 4/24/23

Submitted By: Ralph McBroom

Department/Office: Purchasing

Signature of Director/Official: _____

Agenda Title:

Approval of Master Rental Agreement for rental of equipment

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Consider and approve Master Rental Agreement and Johnson County Contract Terms Addendum to Rental Contract and United Rentals Co. Rental Agreement for rental of equipment.

(May attach additional sheets if necessary)

Person to Present: Ralph McBroom

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: Action Item (Action Item, Workshop, Consent, Executive)

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

Please Inter-Office All Original Documents to County Judge’s Office Prior to Deadline & List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

**MASTER RENTAL AGREEMENT AND
JOHNSON COUNTY CONTRACT TERMS
ADDENDUM TO RENTAL CONTRACT**

This Master Rental Agreement And Johnson County Contract Terms Addendum to Rental Contract, (hereinafter referred to as the "AGREEMENT") is between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY"), and United Rentals (hereinafter referred to as "VENDOR"), collectively referred to as the "PARTIES", and is a master rental agreement and an addendum to the Rental Contract of Vendor between the Parties for the rental of equipment and together this AGREEMENT and the Rental Contract shall constitute the entire and complete contract between the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree and understand as follows:

1. This Agreement is to apply to each and every Rental Contract for the rental of equipment by County from Vendor after the date this Agreement is approved by the Parties and shall continue to be effective until April 30 2024. A signed copy of this Agreement shall be attached to and become part of each Rental Contract between the Parties as though said copy of this Agreement were an original. In the event a signed copy of this Agreement is not attached to a Rental Contract, the Parties agree that the terms and conditions of the Agreement will apply to the Rental Contract as though said Agreement had been attached.
2. This Agreement is to clarify, limit, modify or delete terms and provisions of the Rental Contract and in the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of those contractual provisions tendered to Johnson County in the Rental Contract, this Agreement shall control and amend the contractual provisions of the Rental Contract and any provisions in the Rental Contract to the contrary are hereby deleted.
3. This Agreement is being executed in order to facilitate County being able to rent equipment from Vendor on an "as needed" basis and that when a representative of County signs the Rental Contract upon taking possession of the equipment, the representative of County is acknowledging the tender or delivery of Vendor's equipment, the rate to be charged and the time period of the rental; however, the representative of County is not agreeing to or binding the County to any terms and conditions that conflict with this Agreement.
4. Each Rental Contract with a signed copy of this Agreement attached will be an effective agreement between the Parties upon the Purchasing Agent of County issuing a Purchase Order for the rental of equipment listed on the Rental Contract and a representative of County signing the said Rental Contract.

5. Either Party may cancel this Agreement by providing written notice to the other Party thirty (30) days prior to cancellation.
6. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement will be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision in the Rental Contract stating that County agrees to waive any right to trial by jury is hereby deleted.
7. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision in the Rental Contract to the contrary is hereby deleted.
8. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term in the Rental Contract which provides for such a claim is hereby deleted.
9. Under the Texas Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references in the Rental Contract of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
10. County is a political subdivision of the State of Texas, and therefore has certain governmental/sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act (Chapter 101, Texas Civil Practice and Remedies Code); therefore, any provisions in the Rental Contract requiring County to provide and maintain any insurance in excess of the statutory maximum limits are hereby deleted.
11. County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled; therefore any provisions in the Rental Contract to the contrary are hereby deleted.
12. County will provide property insurance covering the replacement (fair market value) cost of the equipment rented and will provide Vendor with a certificate of insurance.
13. County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions in the Rental Contract to the contrary are hereby deleted.

14. County does not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provisions in the Rental Contract to the contrary are hereby deleted.
15. County does not agree to waive any rights and remedies available to County under the Texas Deceptive Trade Practices-Consumer Protection Act; therefore, any provisions in the Rental Contract to the contrary are hereby deleted.
16. Except for a heavy equipment tax, County does not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Rental Contract, the equipment or its use; therefore, any provisions in the Rental Contract to the contrary are hereby deleted.
17. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:
 - a. the date the governmental entity receives the goods under the contract;
 - b. the date the performance of the service under the contract is completed; or
 - c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions in the Rental Contract to the contrary are hereby deleted.

18. To the extent, if any, that any provision in this Agreement is in conflict with Chapter 552 of the Texas Government Code (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act.
19. Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this Agreement. Each representative whose signature appears



RENTAL QUOTE

BRANCH 537
5930 EAST LOOP 820 SOUTH
FORT WORTH TX 76119-7028
817-483-6411

217870792

Job Site

JOHNSON COUNTY
1102 E KILPATRICK ST
CLEBURNE TX 76031-1900

Office: 817-556-6384 Cell: 817-556-6382

Customer # : 1256940
Quote Date : 03/31/23
Estimated Out : 04/03/23 03:00 PM
Estimated In : 04/04/23 03:00 PM
UR Job Loc : 1102 E KILPATRICK ST
UR Job # : 1
Customer Job ID:
P.O. # :
Ordered By : MELISSA BROWN
Written By : ROSS BASHAM
Salesperson : GREG BASHAM

JOHNSON COUNTY PRECINCT #1
1102 E KILPATRICK #B
CLEBURNE TX 76031

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:							Estimated Amt.
Qty	Equipment	Description	Minimum	Day	Week	4 Week	
1	230/5130	FORKLIFT 6' FORKS					N/C
						Rental Subtotal:	.00

COMMENTS/NOTES:

CONTACT: MELISSA BROWN
CELL#: 817-556-6382

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

Rental Service Terms - US (English)

Rental of equipment from or provision of services by United Rentals

Last Update: March 23, 2023

Please read carefully. This agreement includes an indemnification clause, a class action and jury waiver, and limitations of United's liability. By accepting delivery of the Equipment or Services (defined below) or making payment(s) to United for the same, Customer agrees to be bound by the Rental and Service Terms and Rental Protection Program Terms ("RPP") (if applicable), even if the Rental and Service Agreement has not been fully executed.

1. DEFINITIONS

"Agreement" means the Reservation Details (as defined below), together with the RPP and any associated Rental and Service Agreement (as defined below), including these Rental and Service Terms which are incorporated by reference therein.

"United" means United Rentals (North America), Inc.

"Equipment" means any one or more of the items identified as rental items in the Reservation Details and any accessories, attachments or other similar items delivered to Customer including, but not limited to any items rented in association with the Services identified in Section 24 below, air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles.

"Customer" means the person or entity identified in the Reservation Details or any representative, agent, officer or employee of Customer.

"Store Location" means the United address set forth in the Rental and Service Agreement.

"Qualified Operator" means any individual who is permitted by Customer to operate the Vehicle within the United States. This includes individuals identified in the Rental and Service Agreement as additional Qualified Operator(s). All Qualified Operators must have a validly issued operator's license that is in English or an International Driving Permit (IDP) for customers with a validly issued license that is not in English, and relevant experience and training to operate the Vehicles and/or Equipment. By operating the Vehicle, a Qualified Operator will be deemed jointly and severally responsible for Customer's obligations related to the Vehicle and for any obligations that the Rental and Service Agreement imposes on a Qualified Operator of the Vehicle.

"Rental and Service Agreement" means the agreement made between Customer and United for United to rent Equipment and/or provided Services, whether that Agreement is made in person at the Store Location,

online, or at the time of Equipment delivery, and which incorporates by reference these Rental and Service Terms and which identifies the Equipment to be rented by Customer. The Agreement incorporates these Rental and Service Terms by reference.

"Rental Period" means the period of time between the **"Rental Out"** and **"Scheduled In,"** set forth in the Rental and Service Agreement, except that the Rental Period may terminate earlier as provided in Sections 21 and 29 hereof or if Customer returns the Equipment earlier. **"Credit Card"** means the credit card provided by Customer as part of this Agreement or otherwise kept on file with United.

"Reservation Details" means the Equipment, Rental Period, delivery information, payment information and other information set forth on the Confirmation/Order Summary Screen or the Rental and Service Agreement, as the case may be.

"Service" or **"Services"** means the delivery, pick up and repair of Equipment and other services provided by United in connection with the rental of Equipment, including Trench Services, Scaffolding Services, Portable Sanitation Services, Fluid Solutions Services, Power and HVAC Services and Tool Services (each as defined in Section 24 below).

"Specialty Media" means specialty filtration materials purchased in connection with the rental of Equipment used for fluid solutions, such as sand, gravel, carbon, or other materials used to remove certain contaminants or other materials.

"Tanks" means the Equipment identified as rental items as part of the Fluid Solutions Services in which Customer stores materials.

"Vehicle" means a motor vehicle or EV (as defined below) identified as the rental item(s) in a Rental and Service Agreement, reservation detail, or similar document; **"EV"** means a battery-powered motor vehicle with a non-combustion engine that is identified as an EV or electric vehicle rental item(s) in a Rental and Service Agreement, reservation detail, or similar document; and **"Vehicles"** collectively refers to each such Vehicle.

"Non-Hazardous Waste" means any material, substance or waste that does not fall under the definition of **"Regulated Materials"** defined in Section 7(B).

2. 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 Agreement on behalf of Customer.

3. INDEMNITY / HOLD HARMLESS ^

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD UNITED, AND ALL OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS 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, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE (A) INSTALLATION, OPERATION, USE, ALTERATION, MODIFICATION, REMOVAL, POSSESSION OR RENTAL OF THE EQUIPMENT, (B) CLAIMS BY ANY CUSTOMER, INDEPENDENT CONTRACTOR OR CUSTOMER EMPLOYEE, AGAINST CUSTOMER, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT CUSTOMER FAILED TO DISCLOSE OR OBTAIN CONSENT TO DATA COLLECTION CONTEMPLATED UNDER THIS AGREEMENT OR (C) ERRORS, OMISSIONS, INACCURACIES OR MISREPRESENTATIONS (WHETHER INTENTIONAL OR INADVERTENT) IN THE DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER, OR OBTAINED FROM OTHERS (INCLUDING ANY THIRD-PARTY DOCUMENTS OR DOCUMENTATION), UPON WHICH UNITED RELIES WHEN PROVIDING THE EQUIPMENT OR SERVICES. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST UNITED BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY UNITED FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF UNITED. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE AGREEMENT.

4. INSPECTION OF EQUIPMENT ^

Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer further acknowledges that Customer has inspected the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road prior to taking possession thereof, and such propulsion tank contained no dyed fuel. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues, and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges United is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors. With respect to the rental of Tanks, Customer shall take independent action to ensure that any materials Customer stores in the Tanks are chemically compatible with the Equipment. Customer shall provide United with the safety data sheet ("SDS") or verified laboratory tests that identify the material Customer stores in the Tanks. For Tanks subject to the West Virginia tank law, Customer agrees that Customer has received a copy of the Certificate to Operate for each Tank identified rented under this Agreement. If Customer discovers any malfunction or defect in Equipment, Customer shall promptly notify United. Customer shall abide by all third party manufacturer requirements regarding repair, maintenance, and notice.

5. LIMITATION OF LIABILITY ^

In no event shall United be liable or responsible to Customer or any other party for: (A) any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use, or Services; (B) United's failure to deliver the Equipment as required hereunder or United's failure to repair or

replace non-working Equipment; (C) any incidental, consequential, punitive or special damages, including damages resulting from the delay to any ongoing projects, in connection with this Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or product liability, even if so advised of the possibility of such damages, if such damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; or (D) any liquidated damages. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to United and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

6. CUSTOMER RESPONSIBILITIES ^

Customer shall provide United with the information and the documentation United requests to assess, plan, and perform the Services and/or provide the Equipment. All Equipment is provided, and Services are performed, based on information provided by Customer or others, including the Database Information (as defined below), and United is relying on the accuracy and completeness of such information in providing the Equipment and performing such Services. Customer recognizes that it is impossible for United to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Customer is responsible for providing a secure and safe work environment for all parties, including United and its employees, and for ensuring that the Services are carried out in compliance with applicable laws. In the event that United, in its sole discretion, determines that it is unable to perform the Services because Customer has not provided a secure and safe work environment, United reserves the right to refuse to provide the Services and/or provide the Equipment without any liability whatsoever to Customer and Customer shall be responsible for any increased costs incurred by United.

7. EQUIPMENT USE ^

- A. Use of equipment.** Customer is familiar with the proper operation and use of each item of Equipment. Customer has selected the Equipment based on its requirements and will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner; without a license, if required under any applicable law; or who is not a Qualified Operator. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. In addition, Customer shall only use ultra-low-sulfur diesel fuel ("USLD") in equipment with tier 5 engines. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD UNITED HARMLESS FROM ALL FINES, PENALTIES, DAMAGE TO EQUIPMENT AND ANY OTHER COSTS INCURRED BY UNITED DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES. Customer agrees to: (i) check filters, oil, fluid levels and tire air pressure; (ii) clean and visually inspect the Equipment daily; and (iii) immediately cease using the Equipment and immediately notify United if Equipment needs repair or maintenance. Customer acknowledges that United has no responsibility to inspect the Equipment while it is in Customer's possession. United shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason.

B. Regulated Materials. If Customer intends to use the Equipment for the storage and handling of Regulated Materials (as defined herein), the following terms set forth in this Section shall apply.

- i. **Definitions.** "Regulated Materials" includes any material, substance or waste that falls into the following five categories: (a) "Hazardous Materials," as defined or listed or regulated by any local, state, or federal government authority; (b) "DOT Hazardous Materials," as defined or identified as "hazardous material" by the Department of Transportation as set forth in 49 C.F.R. Parts 171 to 180; (c) "Polychlorinated Biphenyls" or "PCBs," meaning any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contains such substance, and which are regulated under the Toxic Substances Control Act and its implementing regulations found at 40 C.F.R. part 761; (d) "Radioactive Materials," identified by any local, state, or federal government authority as being radioactive; and (e) "Infectious Materials," meaning any infectious substance, material, or waste that is defined, listed, or regulated by any local, state, or federal government authority.
- ii. **Tank Testing.** Customer acknowledges that the Equipment may have contained Regulated Materials in the past. Customer may, at Customer's expense, test the Equipment for the presence of residual amounts of Regulated Materials prior to taking possession of the Equipment. In the event that residual amounts of Regulated Materials are detected in the Equipment by preliminary testing, Customer may notify United and request new Equipment or Customer may terminate the rental. If Customer elects to continue use of the Equipment or elects not to test the Equipment, Customer will be bound by the terms set forth herein and waives any right to object to the presence of Regulated Material in the Equipment resulting from any prior use, and agrees that the Equipment is suitable for Customer's intended use. Upon expiration or termination of the Rental Period, but before the Equipment is returned to United, Customer shall, at Customer's sole expense, remove all Regulated Materials from the Equipment and clean the Equipment to one of the following standards: (1) for Hazardous Substances: to the RCRA "empty" condition, as defined in 40 C.F.R. § 261.7(b)(3) ("RCRA Empty Condition"); or (2) for DOT Hazardous Materials, PCBs, Radioactive Materials, or Infectious Materials: to Non-detect contamination levels ("NDCL").
- iii. **Cleaning.** Prior to return, Customer shall clean the Equipment in accordance with the following requirements: (a) Cleaning must be performed by an independent contractor acceptable to United; (b) it must be documented to United's satisfaction; (c) When a NDCL is required, Equipment must be triple-rinsed using a solvent capable of removing Regulated Materials, then purged to remove any vapors. Equipment can also be cleaned by another method capable of achieving equivalent removal to a NDCL; (d) For Radioactive Materials, cleaning must comply with cleaning procedures set forth in the U.S. Nuclear Regulatory Commission's ("NRC") Regulatory Guide 1.86 to achieve a NDCL; and (e) the independent contractor must certify that the cleaning meets the above specifications.
- iv. **Sampling.** After cleaning, Customer will confirm the Equipment's RCRA Empty Condition or NDCL, as applicable, by obtaining a professional written laboratory analysis of representative samples taken from various internal parts of the Equipment. Customer agrees the sampling must be: (a) performed by an independent contractor acceptable to United; (b) documented to United's satisfaction; (c) taken from various internal parts of the Equipment including at a minimum, the floor, the underside of various cross-braces, and each wall ("Representative Samples"); (d) conducted in the presence of and pursuant to the direction of a designated

employee of Unite Customer agrees to contact United to schedule an appointment for an employee of United to witness the sampling not less than ten (10) business days prior to the termination of the rental term. For intermodal, roll-off, and vacuum container Equipment, in addition to the above requirements, Customer agrees that: (e) Initially, 20% of the intermodal, roll-off, or vacuum container Equipment rented by Customer will be tested by the third-party laboratory. Based on satisfactory initial sampling results, and United's sole discretion, that figure may be reduced to 10%, random sampling; (f) If liners are not used, or if any intermodal, roll-off or vacuum container Equipment fails the testing procedures outlined in Section 7(b), then 100% sampling of all intermodals, roll-offs or vacuum container equipment will be required.

- v. **Sample Analysis.** Customer agrees that the analysis of the sampling must: (a) be performed by a laboratory acceptable to United that is certified to perform such analysis by the state in which the Equipment is located; (b) be documented to United's satisfaction and must include a record of the chain of custody for the Representative Samples; (c) meet or exceed protocols established by the U.S. Environmental Protection Agency ("EPA") or the NRC, as applicable.
- vi. **Return.** Customer shall return the Equipment in a RCRA Empty Condition or NDCL in accordance with the terms set forth herein. If the Equipment does not meet the standard, Customer will undertake additional cleaning of Equipment, in accordance with all applicable law, to meet the standard, and will provide United with written evidence of same. United will not pick up the Equipment and Customer will continue to pay rental charges until the Equipment has been cleaned to the standards specified herein. In the event that Customer is unable to clean the Equipment in accordance with the terms set forth herein, Customer shall pay United for the full replacement value of the Equipment, plus any applicable taxes. Customer agrees that in such event it assumes full ownership of and responsibility for the Equipment and any residual contents and all related liability for the management, transportation and disposal of such Equipment in accordance with all applicable laws. Customer agrees that it shall be the generator of any hazardous, solid, or radioactive waste generated as a result of Customer's failure to return the Equipment in a RCRA Empty Condition or NDCL, and of any residual materials resulting from Customer's attempt to clean the Equipment. Customer further agrees to indemnify, defend and hold United harmless for any liability incurred by United as a result of Customer's breach of its obligations in this Section or as a result of United being deemed a "generator" under applicable environmental laws. The foregoing indemnity obligation shall survive the termination or expiration of this Agreement.

8. COMPLIANCE WITH APPLICABLE LAWS



Customer shall, at Customer's 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"). Licenses and Permits include, without limitation, the discharge of treated water, and disposal of waste or spent Specialty Media or other materials, and security, traffic control and road crossings associated with the use of the Equipment. When transporting Non-Hazardous Waste, United shall not be deemed to have taken license of any Non-Hazardous Waste and Customer shall remain the generator of such waste. Customer shall be subject to the provisions of Section 7(B) if any materials being transported are "Regulated Materials" as defined therein. Customer shall ensure that the Equipment at all times remains movable personal property. Customer shall not permit or allow the Equipment to be

incorporated, attached or joined to any real or immovable property such that it causes the Equipment to be deemed a fixture.

- A. **IN CALIFORNIA ONLY:** If any of the Equipment is power-operated or power-driven excavating or boring equipment, it is the sole responsibility of Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Agreement, Customer accepts all liabilities and responsibilities contained in the California regional notification center law.
- B. **IN CALIFORNIA ONLY:** For Equipment subject to California's Portable Equipment Registration Program, Customer acknowledges receipt of a written copy of the registration for each engine.
- C. **IN WEST VIRGINIA ONLY:** To the extent Customer rents any Tanks from United which are rented, transported, or used in West Virginia, Customer agrees to: (i) notify United before moving any Tanks; (ii) notify United whether on-site monitoring shall be provided for overfill protection; and (iii) comply with the Tanks' spacing requirements of the West Virginia tank law relating to AST spacing at installation. Customer also agrees that by using the Tanks, Customer is agreeing that the Tanks have been installed in accordance with West Virginia tank law requirements, and that Customer is in receipt of copies of applicable safety and regulatory registration materials. Customer further agrees that Customer shall comply, at Customer's sole cost, with all applicable requirements of the West Virginia tank law and the West Virginia public water supply protection law, including, but not limited to: (i) material compatibility of substances stored in any Tanks and associated piping; (ii) routine and monthly inspections of any relocated Tanks, or any Level 1 or Level 2 category Tanks and associated piping; (iii) leak detection inspections; (iv) site security requirements; (v) Tank foundation requirements; (vi) overfill protection monitoring; (vii) secondary containment requirements; (viii) delivery restrictions; and (ix) providing labels on the Tanks identifying on-site emergency contact information and information related to substances stored in the Tanks. Customer agrees to comply with the bonding and financial assurance requirements of the West Virginia tank law and to provide United with evidence of such compliance based on Customer's use of the Tanks.

9. WARRANTY / DISCLAIMER OF WARRANTIES ^

UNITED WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY AND THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, UNITED MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, SPECIALTY MEDIA, OR SERVICES AND MAKES NO WARRANTIES AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING THE PERFORMANCE OF ANY FILTRATION EQUIPMENT TO MEET ANY APPLICABLE REGULATORY STANDARD. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE AGREEMENT, UNITED DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, UNITED SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY, UNITED SHALL, AT ITS SOLE COST AND EXPENSE, RE-PERFORM THE SERVICE.

10. MALFUNCTIONING EQUIPMENT

Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify United. If such condition is the result of normal operation, United will repair or replace the Equipment with reasonably-similar Equipment in working order, if such replacement Equipment is available. United has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within twenty-four (24) hours from the time of defect in order to terminate rental charges.

11. RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT

At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during United's regular business hours or if United has agreed to pick up the Equipment, United shall endeavor to pick up the Equipment within a commercially reasonable period of time after Customer notifies United that the Equipment is called "off rent." Customer is obligated to restore the Equipment to the same condition as when delivered, reasonable wear and tear (as defined below) excepted. Tanks shall be empty of all contents as required by any applicable federal, state or local regulation, including but not limited to those set forth in the Resource Conservation and Recovery Act ("RCRA"). Customer shall be responsible for all damages to or loss of the Equipment from the time Customer takes possession of the Equipment until the Equipment is either returned to the Store Location by Customer or picked up by United. In the case of the loss or destruction of any Equipment, or inability or failure to return same to United for any reason whatsoever, Customer will pay United the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay United the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. United shall be under no obligation to commence repair work until Customer has paid to United the estimated cost therefor. Customer agrees that United reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to damaged or lost Equipment.

Disinfecting: During a widespread or global occurrence of an infectious disease, for Equipment handled by a person known or suspected to be infected or used in a known or suspected zone of infection including but not limited to permanent or temporary healthcare facilities and testing facilities, ambulance interiors, and biological laboratories, Customer shall disinfect the Equipment in accordance with the following requirements: (1) disinfection must be performed by an independent contractor acceptable to United; (2) it must be documented to United's satisfaction; (3) in the event Customer is unable to disinfect in accordance the Equipment, United will disinfect it and charge Customer for the costs incurred.

In West Virginia only: if Customer rents tanks, upon return to United, Customer agrees to provide United with copies of: (1) tank inspections; (2) any and all updated and amended Spill Prevention and Response Plans United prepared to reflect the presence of the tanks at the job site; (3) routine and monthly inspections, secondary containment area inspections, compatibility determinations, and relocation and leak detection inspections, all at the intervals prescribed by the West Virginia tank law for Level 1 and Level 2 classified tanks.

12. REASONABLE WEAR AND TEAR

Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one -shift basis (as defined in Section 15 below). The following shall not be considered reasonable wear and tear: (A) damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels; cavitation; or freezing; (B) except where United expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (C) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (D) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (E) wear resulting from use in excess of shifts for which rented; and (F) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

13. LATE RETURN

Customer agrees that if the Equipment is not returned by the end of the Rental Period, or if the Tanks are not in RCRA Empty Condition (as defined below) when United comes to the Customer site to pick up the Tanks, United, in its sole discretion, may require Customer to do any of the following: (A) continue to pay the rental rate(s) applicable to the Equipment as specified in the Agreement; (B) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (C) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period; or (D) assess a pickup charge if the Tanks are not in RCRA Empty Condition. Customer agrees that United reserves the right to charge the Credit Card, and/or Customer's account for any amount owed by Customer pursuant to this section due to late return of Equipment.

14. CUSTOMER PERSONAL PROPERTY

With respect to any personal property left in or on the Equipment upon expiration of the Rental Period, United is not a bailee or warehouseman of Customer's, or any other person's, personal property. United expressly disclaims any custody, control, or responsibility for the care of Customer's, or any other person's, personal property. United or its agents may remove the personal property from the Equipment. Under no circumstances are United or its agents responsible for any personal property that may be lost, stolen, or damaged. Customer personal property left in or on the Equipment upon expiration of the Rental Period may be considered abandoned, unclaimed property in accordance with applicable state law.

15. RENTAL PERIOD / CALCULATION OF CHARGES

Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is either returned to the Store Location during United's regular business hours or picked up by United after Customer notifies United that the Equipment is "off rent" and obtains an "off rent" confirmation number from

United. Pick-up and delivery by United is subject to a "Delivery and Pick-up Service Charge," the amount(s) of which are disclosed on the Rental and Service Agreement. Notwithstanding anything to the contrary in the preceding sentence, for the rental of Tanks, the rental period continues until Customer has emptied the Tanks of all contents and cleaned the Tanks in accordance with all applicable regulations, including but not limited to RCRA ("RCRA Empty Condition") and any equivalent state clean-up laws. Rental charges do not include the cost of the Refueling Service Charge, any applicable Taxes (as defined below), the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge or other miscellaneous charges, the amount(s) of which are disclosed on the Rental and Service Agreement. Additionally, United shall invoice Customer for any additional excess cleaning or repair costs, including: (A) removal of any alterations made by Customer to the Equipment; (B) restoration of the Equipment to its original configuration; (C) re-lining or re-painting of Tanks; (D) disposal of any contents left in Tanks; or (E) transportation to and from an approved repair facility. As set forth herein, "Taxes" shall mean sales tax, goods and services tax, property taxes (including, without limitation, the Estimated Personal Property Tax Reimbursement Charge) or other taxes, levies and assessments required to be collected by United from Customer at any time upon, or in respect of, the Equipment and/or this Agreement. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four-week period. On power equipment, operations in excess of one shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift. Customer will truthfully and accurately certify to United the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of the Agreement.

IN CALIFORNIA ONLY: Customer acknowledges that an estimated personal property tax reimbursement charge will be applied to all rented Equipment at a rate of up to 0.75% of the rental amount. By signing this Agreement, Customer agrees to pay this charge.

16. REFUELING SERVICE CHARGE ^

Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the Store Location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.

17. ENVIRONMENTAL SERVICE CHARGE ^

Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, United charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at United's discretion. The Environmental Service Charge is 2.00% of the service charge and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Environmental Service Charge.

18. DEPOSIT AND PAYMENT ^

- A. **DEPOSIT:** Customer's Credit Card will be charged a deposit for the estimated rental (up to 28 days) 24 hours in advance of the scheduled rental start time. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms of this Agreement to be performed by Customer. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by United as a result of the breach.
- B. **PAYMENT:** All remaining amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental and service charges is essential to United's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and United agree that there shall be added to all past due rental charges a late payment fee 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. Effective January 1, 2021 and where permitted by law, United may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than United's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions. Rental rates do not include sales tax, goods and services tax or other taxes, levies and assessments required to be collected by United from Customer at any time upon, or in respect of, the Equipment and/or the Agreement (collectively, "Taxes"). Customer agrees that United reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to late or past due payment(s), pickup or delivery charge(s), extended rental(s), rental charges or Taxes. In the event Customer asserts that a transaction is exempt from Taxes, Customer agrees to provide a valid tax exemption certificate. Should the transaction later be deemed taxable, Customer is obligated to reimburse United for any Tax assessed that was attributable to Customer.

19. TITLE / NO PURCHASE OPTION / NO LIENS ^

With the exception of Specialty Media, the Agreement is not a contract of sale, and title to the Equipment shall at all times remain with United. Unless covered by a specific supplemental agreement signed by United, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

20. TIRE AND TUBE REPAIR OR REPLACEMENT ^

Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.

21. DEFAULT ^

Customer shall be deemed in default should Customer fail to pay any amount when due hereunder; fail to perform, observe or keep any provision of the Agreement; become "Insolvent" (as defined herein), or should United anticipate that Customer may become Insolvent; or otherwise be in default. If Customer is in default, United may do any one or more of the following: (A) terminate the Rental Period; (B) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (C) cause United's employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by United in retaking and repossessing the Equipment; or (D) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer shall generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; make an assignment for the benefit of creditors, or petition or apply to any court or tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or take any action indicating its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for all or any substantial part of its properties.

22. CUSTOMER'S INSURANCE COVERAGE ^

Customer agrees to maintain and carry, at Customer's 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 ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) 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. Customer 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 United. Customer shall name United as an additional insured for claims arising out of the maintenance, operation, or use by the Customer of equipment rented to Customer by United (providing coverage equal or greater than the standard ISO CG 20 28 07 04 or its equivalent), and, if applicable, additional loss payee for property insurance. Customer further agrees that the amount of insurance available to United shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Agreement. In the event any policy provided in compliance with this Agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this Agreement is intended to restrict or limit the breadth of such insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Agreement shall include a waiver of rights of recovery against United or its insurers by the Customer and its insurers, as well as a waiver of subrogation against United or its insurers. The policies required hereunder shall provide that United must receive not less than 90 days' notice prior to any cancellation. Customer shall provide United with documented proof of all required insurance coverage. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (1) ELECT TO NAME UNITED AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (2) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.

23. NO ASSIGNMENT, LENDING OR SUBLETTING ^

Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of United, and any such action by Customer, without United's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth in the Agreement unless United approves otherwise in writing. United may at any time, without notice to Customer, transfer or assign the Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

24. SERVICES PROVIDED IN CONNECTION WITH RENTAL OF EQUIPMENT ^

The terms and conditions set forth in this Section 24 supplement the overall Rental Service Terms. All of the Rental Service Terms in this agreement apply to the specialty services listed below. In the event that there is a conflict between the overall Rental Service Terms and the terms and conditions of Section 24 below, the terms within Section 24 shall prevail.

- A. **TRENCH SERVICES.** "Trench Services" may include the engineering, delivery and pickup of the trench/shoring system (the "System"). The System is to be used in complete accordance with any manufacturer's tabulated data that is provided therefor. United makes no representation or warranty about, and shall not be responsible for, such data. If United provides an on-site observer ("the Observer") to observe the installation of the System, neither the presence of the Observer at the jobsite nor the provision of the Trench Services by United shall relieve Customer, and Customer assumes full responsibility for, the construction means, methods, sequence, techniques and procedures necessary to use the Equipment, including but not limited to the assembly, installation, welding, maintenance, deflection, dewatering and removal of the System in accordance with the requirements of this Agreement, the Occupational Safety and Health Administration Act (OSHA) and all other applicable federal, state, and local laws, rules, regulations, and ordinances. Customer agrees that it shall be solely responsible to retain, at its sole cost and expense, a competent person to oversee the implementation of and approve, and ensure that, the assembly, installation, welding, construction, maintenance, deflection, dewatering and removal of the System, including field reviews thereof, is performed and completed by or on behalf of Customer in strict compliance with all applicable municipal, provincial, territorial and federal laws, ordinances and regulations or otherwise prescribed by local governing bodies or self-regulatory organizations.
- B. **SCAFFOLDING SERVICES.** "Scaffolding Services" may include the installation and dismantling of scaffolding, including all parts and accessories thereto. Unless otherwise agreed to by the parties in writing, Customer shall (1) provide a clean, unobstructed, and safe area to perform the Scaffolding Services; (2) move planking, sidewall brackets, and guardrails as necessary for completion of the Scaffolding Services; (3) install toe boards, mesh, and/or patch ties in holes; (4) maintain and use the Equipment in accordance with OSHA and all other applicable state and local regulations as well as the manufacturer's safety rules and instructions; (5) keep all persons (other than United employees) off and away from the Equipment during its erection and dismantling; (6) take reasonable steps to protect all buildings, properties, and grounds, including but not limited to grass and landscaping; (7) be solely responsible for providing all necessary and required fall protection to employees and others using the Equipment in compliance with OSHA regulations; and (8) be solely responsible for determining if the ground, slab, roof, or structure(s) the Equipment is set upon is/are capable of supporting the loads,

people, and materials used and placed upon the Equipment. In addition, Customer shall be responsible for obtaining all required permits necessary for the Scaffolding Services. Upon completion of the installation, Customer shall sign the Customer Acceptance Certificate provided by United.

C. PORTABLE SANITATION AND FENCING SERVICES (to be provided by United's affiliate, Reliable Onsite Services). "Portable Sanitation Services" are optional and available upon request, and may include the periodic removal of domestic septic waste, cleaning of the portable restroom, holding tanks and other equipment, and the replenishment of supplies used with the equipment. When requested, Portable Sanitation Services will be provided once per week for the restrooms and for holding tanks. Additional servicing frequency is also available upon request and shall be charged on a per unit basis. If Reliable Onsite Services personnel are unable to service rest rooms and holding tanks or other equipment during regularly-scheduled service times, additional fees may be charged to return for such service. Upon request, Reliable Onsite Services may install or repair a connection to holding tanks for an additional fee. Customer shall not insert any hazardous materials in the rest rooms, holding tanks or other equipment, move the rest rooms, holding tanks or other equipment or attach any materials to the rest rooms, holding tanks or other equipment (including, but not limited to, tape, adhesives, posters, staples, mesh, etc.) without the prior written permission of Reliable Onsite Services. Customer is responsible for staking portable toilet units to the ground or otherwise securing units to immovable objects

"Fencing Services" may include the installation, relocation and removal of panel fencing and post-driven fencing. Additional fees may be charged for any fencing layout changes or extensions not part of the original quote. Customer is responsible for marking utilities for post-driven fencing, and maintaining the fencing once it is installed on site

For both Portable Sanitation Services and Fencing Services, Customer shall ensure that Reliable Onsite Services has access to the site for delivery and pick-up, and that the Equipment is accessible to Reliable Onsite Services personnel and located in a clean, unobstructed and safe area. With respect to delivery and pick-up of the Equipment, in the event that United, in its sole discretion, determines that it is unable to perform the Portable Sanitation Services or Fencing Services because Customer has not provided a secure and safe work environment, or if United determines in its sole discretion that delivery or pick-up of the Equipment may result in property damage, United reserves the right to refuse to provide the Portable Sanitation Services or Fencing Services without any liability whatsoever to Customer and Customer shall be responsible for any increased costs incurred by United. If Customer requests United deliver or pick-up the equipment notwithstanding that United has advised Customer that property damage may occur, Customer hereby releases United from any and all liability for any such damage that may occur. Customer is responsible for obtaining any and all required permits necessary for Portable Sanitation and Fencing Services. Additional fees may be charged for damage, tip-overs, relocation of the rest rooms or fencing on the same site, and vandalism/graffiti.

D. FLUID SOLUTIONS SERVICES

- i. "**Fluid Solutions**" means fluid storage, transfer, and/or treatment, and includes but is not limited to, the rental of Tanks, pumps, filtration, and any accessories, attachments, or other items delivered to Customer, as well as any ancillary services thereto. Fluid Solutions may include the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system ("Fluid Solutions Services"). Customer shall provide accurate measurements, specifications and any supporting documentation to assist in the Fluid Solutions

Services as requested by United. Unless otherwise agreed to by the parties, Customer shall (1) have adequate lifting equipment on site to load and unload during set up and break down; (2) insert, remove and maintain sewer pipe plugs and suction screens as necessary; (3) provide any and all containment and required matting; (4) obtain any and all rights of way, permits, and easements as necessary; (5) provide adequate staging areas, water sources, and access thereto; (6) provide necessary controls of erosion, odor and traffic, including site restoration, as necessary; (7) provide fueling and/or adequate power, including cable and an electrician, as necessary; (8) perform daily inspection and maintenance of the Equipment during the Rental Period; and (9) provide access at all times to the Fluid Solutions system and a clean, unobstructed and safe area to perform the Fluid Solutions Services.

- ii. **Scope of Services and Change Orders.** The scope of services (“Scope”) provided for each job shall be incorporated into the Agreement. Unless specifically agreed to in the Scope, Customer, at its cost and expense, shall obtain all required building and construction permits, inspections, or certificates, as well as any permissions and authority necessary to perform the Fluid Solutions Services. If the type of liquid, including its constituents and other characteristics (for example, viscosity, turbidity), the volume or the rate of flow (whether due to weather or other factors not specifically under United’s control), or any other material information on which United relied when designing the Fluid Solutions Services materially change at any time, United shall notify Customer and request an emergency change order (“Emergency Change Order”). Customer acknowledges that, due to the nature of the Fluid Solutions Services which are tailored to specific information and data, in the event of such material change, it is imperative that Customer immediately respond to any request for Emergency Change Order to avoid a spill or other incident. Therefore, Customer shall designate one or more authorized representatives who will be available to United 24/7/365 to respond to such requests. Customer agrees that the verbal or written approval (whether by email or text or other document) of such designated representative shall be binding and shall be subject to the terms and conditions set forth in the Agreement. Further, if Customer’s authorized representative does not immediately respond to such request, Customer agrees that United, in its sole discretion, may take the action it deems most effective to mitigate any spill, incident or accident and Customer further waives the right to contest such action, agrees that United shall not be liable to Customer in connection with such action, and Customer shall be responsible for the additional costs incurred thereby.
- iii. **Specialty Media.** Specialty Media shall be deemed purchased under this Agreement on an AS-IS, WITH ALL FAULTS basis and is non-refundable once delivered to Customer. At the expiration of the rental period, Customer is responsible for emptying and disposing of all Specialty Media in compliance with applicable law. Any spent Specialty Media Customer generates is subject to disposition facility acceptance testing, at Customer’s sole cost and expense. The disposition facility may periodically re-test spent Specialty Media to assure it remains acceptable for disposition. If spent Specialty Media testing determines the spent Specialty Media is unacceptable for any designated disposition facility, use of an alternate disposition facility may result in additional cost and Customer shall pay said additional cost. Customer shall provide any and all information required by the disposition facility or to United, related to the evaluation of the acceptance of spent Specialty Media.

E. POWER AND HVAC. “Power and HVAC Services” may include power and HVAC system start-up support, installation of low voltage cables, installation of temporary chilled water piping, on-site training for Customer’s employees, 24/7 technical assistance and on-site support, and monitoring of selected

installing trades. Customer hereby consents to United's use of a third-party technician to perform installation and hook-up services of the Equipment, if Power and HVAC Services are requested by Customer. Unless otherwise agreed to in writing by the parties, Customer shall (i) perform daily inspection and maintenance of all Equipment during the Rental Period; (ii) decontaminate Equipment of any chemical or hazardous fluids; (iii) obtain all necessary permits and regulatory inspections; (iv) replace dirty air filters on all air handlers and air conditioners; (v) load and unload all rental Equipment from trailers (if applicable); (vi) remove all fuel from any supplemental tanks prior to Equipment decommissioning; (vii) fuel and/or refuel all generators, boilers or fuel tanks with #2 fuel oil; (viii) check and record oil levels in generator daily; (ix) allow United to perform service every 250 hours on all Equipment; and (x) furnish a qualified electrician to connect and disconnect Equipment to utility power.

F. TOOL SERVICES. "Tool Services" may include tool tracking services, tool tracking software, utilization data (via printed/electronic reports), an on-site technician to manage tools and other equipment, and a tool room, if needed. Unless otherwise agreed to by the parties, Customer shall (i) provide a safe location for the trailer where it can be housed for the duration of the project; (ii) provide power to supply electricity to the trailer (generator or plant power); (iii) install scaffolding around the trailer if the site does not make use of the trailer's stairs; (iv) supply United with information regarding access requirements, including but not limited to, site-specific classes, drug testing requirements, fatigue day rules, etc., prior to delivery; (v) supply United with a list of personnel authorized to check-in and check-out tools and/or allowed to request addition/removal of inventory.

G. VEHICLE RENTAL

- i. Accidents, Theft and Vandalism.** Customer must promptly and properly report any accident, theft or vandalism involving the Vehicle to United and to the police in the jurisdiction in which such incident takes place. Customer should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If Customer or any Qualified Operator receive any papers relating to such an incident, those papers must be promptly given to United. Customer and any Qualified Operators must cooperate fully with United's investigation of such incident and defense of any resulting claim. **FAILURE TO COOPERATE FULLY MAY VOID ANY AND ALL LIABILITY PROTECTION PURCHASED FROM, OR PROVIDED BY, UNITED.** Customer and any Qualified Operators authorize United to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.
- ii. Third Party Charges.** Taxes, tax reimbursements, vehicle licensing fees, governmental or other surcharges and similar fees are charged/recovered at the rates specified on the Reservation Details or as otherwise required by applicable law. Customer is responsible for paying these amounts to United.
- iii. Cleaning.** Upon return, if the Vehicle in United's discretion requires more than United's standard cleaning, United will charge Customer a minimum of \$250 for professional cleaning.
- iv. Smoking.** United maintains a non-smoking fleet, including a prohibition on the use of e-cigarettes in the vehicle. If the Vehicle has an odor or is soiled from smoke or vapor of any kind, United will charge a minimum of \$250 for odor removal.

- v. **Recovery Costs.** Customer is responsible for recovery expenses, consisting of costs of any and all kinds (and including attorneys' fees and court costs) incurred by United in recovering the Vehicle (1) under this Rental and Service Agreement; or (2) if it is seized by governmental authorities as a result of the use of the Vehicle by Customer, any Qualified Operator or any other operator with Customer.
- vi. **Lost Keys/Key Fobs/Transponders/Lockouts.** If Customer loses the Vehicle's keys, key fobs, or toll transponder, United will charge Customer for the actual cost of replacing the item, a \$60 fee for United's out-of-pocket administrative costs for replacing lost toll transponders, and for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle. If Customer or Qualified Operator locks the keys and/or key fobs in the Vehicle and requests assistance from United, United may charge Customer for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle.
- vii. **Parking and Traffic Violations.** CUSTOMER WILL BE RESPONSIBLE FOR, AND WILL PAY WITHOUT DELAY, ALL PARKING AND TRAFFIC VIOLATIONS, AS WELL AS OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE AND IMPOUND FEES AND ALL TICKETS INCURRED WHILE THE VEHICLE IS ON RENT TO CUSTOMER. IF CUSTOMER IS ISSUED AN AUTOMATED TRAFFIC VIOLATION, CUSTOMER AGREES TO PAY A "TRAFFIC VIOLATION SERVICE CHARGE" COMPRISED OF THE AMOUNT OF SUCH VIOLATION PLUS A FLAT FEE OF \$20.00 WHICH IS THE AMOUNT OF UNITED'S OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TRAFFIC VIOLATION MANAGEMENT SERVICE. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING ANY SUCH VIOLATION, AND EXPENSES RELATED THERETO, IS RECEIVED BY UNITED, AND MAY BE CHARGED AT A LATER DATE.
- viii. **Tolls, Violations and Fees.** CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE FOR AND WILL PAY ALL TOLLS AND TOLL VIOLATIONS. IF CUSTOMER USES A TOLL-BY-PLATE SYSTEM, OR INCURS A TOLL OR TOLL VIOLATION, CUSTOMER AGREES TO PAY A "TOLLING SERVICE CHARGE" FOR THIS SERVICE. THE TOLLING SERVICE CHARGE IS THE AMOUNT OF THE TOLL PLUS A FLAT FEE OF \$3.30 TO COVER UNITED'S OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TOLL MANAGEMENT SERVICE. THE EXACT COST WILL BE CALCULATED AND CHARGED BASED ON ACTUAL USAGE OF A TOLL-BY-PLATE SYSTEM OR THE TOLL OR TOLL VIOLATION INCURRED. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING TOLL-BY-PLATE USAGE AND/OR THE TOLL OR TOLL VIOLATION INCURRED, AND EXPENSES RELATED THERETO, IS RECEIVED BY UNITED, AND MAY BE CHARGED TO CUSTOMER AT A LATER DATE. CUSTOMER MAY AVOID THE TOLLING SERVICE CHARGE BY PAYING TOLLS WITH ITS OWN TRANSPONDERS, BY USING ANOTHER TOLL PAYMENT SYSTEM, OR BY AVOIDING TOLL ROADS ALTOGETHER.
- ix. **Mileage Charges; Additional Mileage Charges.** For certain types of licensed, over the road Vehicles, the rental rate charged to Customer will include a specified number of miles per billing cycle. Customer will be charged for miles in excess of the specified number (the "Additional Mileage Charge") upon the return of the Vehicle. The Additional Mileage Charge will be calculated by multiplying the number of additional miles driven as determined by the Vehicle's odometer or Telematics Device (if applicable) by the charge per mile. For avoidance of doubt,

the allowable number of miles per billing cycle and the rate for Additional Mileage Charges will be reflected in the Rental agreement and/or purchase order or similar documents.

- x. **Other Charges; Miscellaneous.** Any other charges specified on or in the Rental and Service Agreement will be charged at the applicable rates specified therein. Any such charges which are stated on the Rental and Service Agreement as a daily rate shall be due and payable for each full or partial rental day. Charges for the rental of the Vehicle will continue to accrue until the Vehicle is returned to United or, if the Vehicle has been stolen while in Customer's possession, until Customer reports the theft both to the police in the jurisdiction in which the theft occurs and to United.
- xi. **Return of Vehicle.** SOME VEHICLES MAY HAVE TELEMATICS DATA COLLECTION, TRACKING, AND RELATED SERVICES SUCH AS A TELEMATICS DEVICE, IN WHICH CASE, CUSTOMER UNDERSTANDS THAT ITS ACCESS AND USE OF THE VEHICLE OR THE SERVICES (AND ANY DATA THAT MAY BE STORED IN CONNECTION THEREWITH) ARE SUBJECT TO THE VEHICLE, SERVICE PROVIDER'S AND/OR DEVICE MANUFACTURER'S TERMS AND PRIVACY STATEMENT, WHICH MAY INCLUDE BUT NOT BE LIMITED TO OTHER TERMS, SERVICE LIMITATIONS, WARRANTY EXCLUSIONS, LIMITATIONS OF LIABILITY, WIRELESS SERVICE PROVIDER TERMS AND PRIVACY PRACTICES. UNITED HAS NO OBLIGATION TO DELETE OR REMOVE ANY TELEMATICS DATA THAT MAY BE CAPTURED ON ANY VEHICLE RETURNED TO UNITED, WHICH MAY BE STORED AND HELD IN SUCH VEHICLE INDEFINITELY. IN CALIFORNIA: ELECTRONIC SERVICE TECHNOLOGY INCLUDED IN THE VEHICLE MAY BE ACTIVATED IF THE VEHICLE IS NOT RETURNED WITHIN 72 HOURS AFTER THE CONTRACTED RETURN DATE OR EXTENSION OF THE RETURN DATE. FOR RENTALS COMMENCING IN ARIZONA: IT IS REQUIRED BY LAW THAT CUSTOMER ACKNOWLEDGE ITS UNDERSTANDING THAT IT WILL BE A VIOLATION OF ARIZONA STATUTES 13-1806 IF THE VEHICLE IS NOT RETURNED WITHIN 72 HOURS OF THE DUE DATE AND TIME SPECIFIED ON THE RENTAL RECORD AND THAT CUSTOMER SHALL BE SUBJECT TO A MAXIMUM PENALTY NOT TO EXCEED US\$150,000 AND/OR IMPRISONMENT OF 2.25 YEARS. BY RENTING A VEHICLE USING THE PROGRAM FOLLOWING DELIVERY TO CUSTOMER OF THESE NORTH AMERICAN TERMS, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTAND THIS NOTICE. FOR RENTALS IN THE DISTRICT OF COLUMBIA: IT IS REQUIRED BY LAW THAT CUSTOMER BE NOTIFIED THAT IF IT FAILS TO RETURN A RENTAL VEHICLE IN ACCORDANCE WITH THE NORTH AMERICAN TERMS, IT MAY RESULT IN A CRIMINAL PENALTY OF UP TO THREE YEARS IN JAIL. FOR RENTALS IN CANADA: IF AFTER 30 DAYS, UNITED IS UNABLE TO RECOVER THE VEHICLE, THE VEHICLE SHALL BE DEEMED TO BE UNLAWFULLY CONVERTED TO CUSTOMER'S USE, AND UNITED MAY EXERCISE ITS LEGAL RIGHTS TO REMEDY THE THEFT OF THE VEHICLE. CUSTOMER HEREBY WAIVES ANY AND ALL RIGHTS TO COMPLAIN OF THE STEPS TAKEN BY UNITED TO RECOVER A VEHICLE DEEMED TO BE UNLAWFULLY RETAINED BY CUSTOMER.
- xii. **Remote Drop Off Service Fee.** A Remote Drop Off Service Fee will be applied if Customer returns the vehicle to a different location from its originating location. The fee will be calculated based on factors including the type of vehicle, time of year, and United's cost in transporting the vehicle from the return location. The charge will be disclosed when Customer notifies United that Customer is returning the vehicle to a different location than where the vehicle originated.

This fee can be avoided by returning the vehicle to its originating location.

- xiii. **Customer Installation of Digital Video Recorder/Dashboard Camera on Equipment.** In certain cases, United may be willing to provide prior written consent to Customer to install, or cause to be installed, dashboard cameras and/or other digital and audio recording devices (collectively, "Dash Cams") in the Vehicle. In cases where Customer installs Dash Cams on any Vehicle, Customer shall indemnify, defend, and hold harmless United harmless for any liability, claims, losses and/or damages incurred as a result of Customer's actions or inactions including, but not limited to, those relating to: (i) actual or alleged bodily or mental injury to or death of any person; (ii) damage to or loss of use of the Vehicle and/or property of United, Customer, or any third party; (iii) any contractual liability owed by Customer to a third party; (iv) any breach of, or inaccuracy in, the covenants, representations, and warranties made by Customer under the Agreement; (v) any violation by Customer or its vendors of any ordinance, regulation, rule, or law of the United States or any political subdivision or duly constituted public authority; or (vi) any lien or encumbrance arising out of or in connection with performance of Customer's obligations under the Agreement.
- xiv. **Electric Vehicle Rental.** In addition to (and not in lieu of) Sections 24(G)(i) through (xiii), the following terms apply to EV rentals:
- a. EVs may collect information regarding the range of the EV's battery life, but such range calculations are provided for general informational purposes only and are not guaranteed to be accurate or complete. It is Customer's responsibility to maintain an adequate EV battery charge of at least twenty percent (20%) at all times to ensure the EV can be brought to a station for recharging and, at the end of the Rental Period, to a Store Location. The range and battery life of an EV is subject to change due to a number of factors such as weather, temperature, towed objects, and driving conditions outside United's control. Customer is responsible for the cost of any tow if the EV is not drivable due to a low battery. Customer is not authorized to call a private tow. All towing must be arranged through United.
 - b. At the end of the Rental Period, Customer is required to return the EV with a minimum battery charge of twenty percent (20%).
 - c. For recharging during the Rental Period, Customer is responsible for all costs, services and fees incurred at any charging and/or supercharger stations. Customer may charge the EV at any station, private or public, at Customer's own cost. Customer is responsible for any damages, fees, fines, or penalties occurring at or associated with the use of charging stations.
 - d. Subject to Ford's Blue Oval Network terms and conditions, United's Ford EVs may be able to access Ford's Blue Oval Charging Network (the "**BOCN**").
 1. In some cases, Customer may be required to register for access to the BOCN and incur a fee at certain BOCN locations. Customer is responsible for all registration (including but not limited to Customer's acceptance of and compliance with any terms and conditions and privacy policy required for access) and other fees charged by Ford or a third party charging station.

2. In situations where Customer uses a BOCN charging station to recharge the EV during the Rental Period and that cost and any other costs incurred at the charging station are billed by the BOCN to United rather than Customer, such charges will be added as rental charges to Customer's invoice along with a Recharging Service Charge. As used herein a "**Recharging Service Charge**" means a flat fee of \$3.30 to cover United's out-of-pocket administrative costs for managing the BOCN service. CUSTOMER AGREES TO PAY THE RECHARGING SERVICE CHARGE IN CASES WHERE UNITED IS BILLED FOR CUSTOMER'S USE OF THE BOCN AND SUCH CHARGE IS PASSED THROUGH BY UNITED TO CUSTOMER. Such charges may not appear on the final invoice and may be added later due to processing time.

e. Battery charging limit on an EV shall be set at ninety percent (90%) maximum.

f. Any EV accessories including, but not limited to, charging cord(s) and plug adaptor(s) provided by United with the EV are Customer's responsibility. If any EV accessories are lost, stolen or damaged, it is the Customer's responsibility to immediately notify United so the EV accessory can be replaced at Customer's cost and expense. Customer is responsible for returning the key fob and all other accessories provided with the EV to United at the end of the Rental Period and Customer will be charged for any EV accessories that are lost, stolen or damaged or otherwise not returned to United with the EV.

H. USE OF TELEMATICS DEVICES. If included with Customer's Equipment rental, Customer may access and use certain United-supplied telematics devices (the "Telematics Device(s)"). Telematics Devices may include, but are not limited to, on-equipment devices, wearable devices, and any other telematics devices, related accessories, and related online systems (including the Management System (as defined below)), but shall exclude any Customer-owned telematics devices or telematics devices derived by Customer from sources other than United. Certain Telematics Devices provide on-demand access management to United Equipment and Vehicles and may be able to be configured through a web-based management system (the "Management System"). Certain hardware and software requirements, and access to the internet, may be required to use Telematics Devices.

i. **Database Information; Management System.** Prior to using a Telematics Device, Customer shall provide United with all information requested by United in each case, which may include, but is not limited to, any contact and other information related to any Qualified Operators that may use a Telematics Device (the "Database Information"). Upon mutual agreement of the parties, if possible, United shall populate the Management System with such Database Information, and, after population, shall provide Customer with limited access to the Management System. Customer shall review the Database Information in the Management System promptly for accuracy and shall immediately notify United of any errors or inaccuracies in the Database Information. If Customer fails to notify United of any errors in the Database Information within seven (7) days after access to the Management System is granted to Customer, such information will be deemed accurate and correct. United will not monitor any changes made by Customer to any Telematics Device, the Management System or the Database Information. Customer is solely responsible for any changes to the Database Information or any other information contained in the Management System after access to the

Management System is granted to Customer.

- ii. **Telematics Overview.** Prior to using a Telematics Device, United may (if applicable, in United's sole discretion) review certain features and functions of the Telematics Device with the Customer. Any use of: (a) a Telematics Device by unauthorized personnel (including operators that are not Qualified Operators), (b) any part or feature or functionality of a Telematics Device not reviewed with the Customer by United (if review with United is available and applicable), (c) a Telematics Device in a manner inconsistent with the Documentation (as defined below), or (d) any telematics device owned by Customer or not supplied by United in connection with the Equipment is at the user's own risk. **CUSTOMER WAIVES AND RELEASES UNITED FROM ALL LIABILITY RESULTING FROM THE USES IDENTIFIED IN THIS SECTION 24(H)(ii)(a)-(d), AND WILL INDEMNIFY, DEFEND AND HOLD UNITED HARMLESS AGAINST ANY AND ALL DAMAGES, OF WHATEVER KIND INCURRED, BY UNITED IN CONNECTION WITH SUCH USE.** Customer is solely responsible for preventing unauthorized use of Telematics Devices it has rented or that are included with Equipment it has rented from United, including but not limited to preventing use of any part or feature or functionality of each Telematics Device not reviewed with the Customer by United, as applicable. Customer shall not disable or circumvent, or attempt to disable or circumvent, any part of a Telematics Device or the use and time limitations established in the Management System.
- iii. **Documentation.** United may provide reference guides, manuals, and other documentary information, either in writing or electronically, in connection with a Telematics Device ("Documentation"). Customer's use of a Telematics Device shall be in strict compliance with the Documentation.
- iv. **Other Entities.** Customer may allow other entities to use a Telematics Device and/or the Management System, provided that such entities are Qualified Operators, have reviewed the use of the Telematics Device with United personnel, and have reviewed the relevant Documentation. Customer shall be fully and solely responsible for the acts and omissions of such other entities, and of persons directly or indirectly employed by any of them, as Customer is for the acts or omissions of itself and persons directly employed by Customer. Nothing herein shall create any contractual relationship between United and any entities or persons other than Customer. Customer shall only permit Qualified Operators to use Telematics Devices.
- v. **Support and Maintenance.** United shall provide certain maintenance and support services to Customer, including delivery of technical information, consulting, cooperation and assistance as may be reasonably necessary with respect to Telematics Devices, provided that Customer has timely paid to United any amounts due under this Agreement and is not otherwise in breach of this Agreement. United may assist Customer regarding use of the Management System, at Customer's reasonable request, within commercially reasonable timeframes and subject to sufficient cooperation by Customer. Customer is solely responsible for verifying any changes made in the Management System and for promptly ensuring and confirming the accuracy of such changes. Customer waives and releases United from any liability regarding changes made at Customer's request and for any delay in making requested changes.
- vi. **Access to Data.** In connection with the provision of Telematics Devices, United may access data (whether identifying data or otherwise) which is held on or collected by Telematics Devices and United may use and disclose such data in order to improve its products, business and

services. Data provided by Customer to the Telematics Devices or collected by the Telematics Devices may be accessed by United for such purposes. United's privacy policy, which describes how United collects, uses and shares data is located at <https://www.unitedrentals.com/legal/privacy-policy>. Telematics Devices may retain data after being reassigned to subsequent customers. Customer shall obtain all required consents as may be required under any applicable laws from its employees, contractors or other Qualified Operators to permit United's collection and use of data under this Section and as otherwise provided in this Agreement. United may, but has no duty to, review such data, and shall not be required to monitor, assess, or notify Customer of any trends or other issues associated with such data. Customer is solely responsible for: (a) monitoring use of the Telematics Devices it rents and (b) reviewing and reacting to any trends or other issues present in data or behavior reflected by such data.

vii. **Termination of Access.** United reserves the right to terminate Customer's access and use of a Telematics Device at any time, in United's sole discretion. Upon termination of access, Customer shall not attempt to use or access such Telematics Device. Termination of access may result in loss of data.

viii. **Prohibited Applications.** Telematics Devices are not designed or intended for use in connection with (a) aeronautic or aerospace applications; (b) nuclear and other high-risk facilities; (c) transportation systems or the delivery of oil, natural gas, or any other combustible liquid or gas; or (d) any other application in which the failure of a Telematics Device could lead to personal injury, death or other material consequence (the "Prohibited Applications"). The removal, alteration, or modification of Telematics Device(s) shall also be considered Prohibited Applications. Customer shall not use Telematics Devices for or in connection with any of the Prohibited Applications, unless authorized by the express written approval of an executive officer of United. United is not liable, in whole or in part, for any claim or damage arising from any use of the of Telematics Devices in connection with any Prohibited Applications even if United has authorized such use or has been informed in writing (or otherwise) of such usage. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD UNITED HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES LOSSES, COSTS, EXPENSES, AND LIABILITIES ARISING OUT OF ANY SUCH PROHIBITED APPLICATIONS OF THE TELEMATICS DEVICES.**

i. **THE WEDGE SYSTEM.** If included with Customer's Equipment rental, Customer may access and use a remote monitoring system that consists of a gateway and various wireless sensors that allow for remote monitoring (the "Wedge System", which shall be deemed Equipment under this Agreement) and which may include optional features such as (i) thermocouple adapters (the "TCA"), (ii) a control box device (the "Smart Heater Control Box") that may be connected to a Heater (as defined below) through its thermostat receptacle, (iii) login credentials to a secure website that may be accessed via Customer's network (the "Software"), and (iv) documentation describing the operation of the Smart Heater Control Box and Software (the "Smart Heater Documentation" and collectively with any related hardware documentation, the "Wedge System Documentation") that permit remote monitoring, and start-up/shutdown of a Heater (the Heater, the Smart Heater Control Box and the Software collectively, the "Smart Heater System" and shall be deemed part of the Wedge System, if applicable) and to the extent that the Customer elects to rent the Smart Heater System, such components will only be used in connection with space heaters manufactured by third parties that United has rented (or has agreed, or is agreeing, to rent) to Customer under the Rental and Service Agreement (each, a "Heater").

- i. **Operation of the Wedge System; Maintenance.** Customer shall ensure that the Wedge System is operated only by employees of Customer (or, if Customer is an individual, only by Customer) who have received training and instruction from United in the safe operation of the Wedge System ("Authorized Operators"). The Wedge System is certified for indoor use only but may be used outdoors in connection with the requirements of Section 24 of this Agreement and the Wedge System Documentation. Customer shall ensure that no one other than United alters, repairs, opens or modifies any Wedge System components, except that Customer may use any "reset" button on a Smart Heater Control Box to reset the Smart Heater Control Box. United is under no obligation to inspect the Wedge System or the Heater but United may, at its sole discretion, inspect any component of the Wedge System (and in the case of a Smart Heater Control Box, if applicable, the Heater to which it is connected) at any time, wherever located.
- ii. **Warnings; Appropriate Signage.** Customer shall ensure that each Authorized Operator: (1) takes all requisite training; and (2) operates the Wedge System in accordance with all such Wedge System Documentation, training and warnings. Customer shall also be responsible for and agrees to post United-provided warning signs for as long as any of the Wedge System components are at the worksite. Customer shall not operate the Wedge System without ensuring that appropriate warning signs are posted.
- iii. **Temperature Measurement Tool.** As additional functionality within the Wedge System (and as described in the Wedge System Documentation), United provides a temperature measuring tool, which may assist in estimating the temperature of poured concrete, installed roofing or other objects at a worksite (the "Temperature Measuring Tool"). Customer acknowledges and agrees that (a) estimations of temperature provided by the Temperature Measuring Tool are for informational purposes only and may not be accurate or complete; (b) the Temperature Measuring Tool is not calibrated to meet any compliance requirement, including but not limited to ISO 9001; (c) Customer's installation of the TCA and wireless sensors (and the type and length of cable selected by Customer) may contribute to inaccuracy of the Temperature Measuring Tool; (d) the Temperature Measuring Tool is an estimating technique and not a substitute for any destructive testing (i.e. break tests) that may be required by the American Society for Testing and Materials ("ASTM") or any applicable law or regulatory requirement; and (e) Customer will independently verify the strength of any concrete measured with the Temperature Measuring Tool, monitor such concrete's ongoing strength independently, and comply with the ASTM standards and applicable law and regulatory requirements at all times. The Temperature Measuring Tool is not a substitute for compliance with the ASTM or any other standard and may not be used to meet or satisfy any industry, legal or other regulatory requirement.
- iv. **Software Access Right; Raw Data.** Subject to this Agreement, United grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access the Software through a web portal via Customer's computers or Customer's employees' personal computers for use and testing in combination with the Wedge System located at the worksite during the term of this Agreement. Customer acknowledges that United will obtain incidental information about the worksite and the functionality of the Wedge System at the worksite in connection with Customer's use of the Wedge System ("Raw Data"). United shall retain ownership of all Raw Data and all data, concepts, products, services, software, intellectual property and other rights arising from or related to United's or its affiliates' use, analysis, research and development of Raw Data. United may use Raw Data to develop, enhance,

modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation.

- v. **System Control; Customer Obligations.** During the term of this Agreement, except as otherwise expressly provided in this Agreement, Customer has and will retain sole control over the operation and management of, and all access to and use of, the Wedge System, and sole responsibility for all access to and use of the Wedge System by any person by or through the Customer's systems (if applicable) or any other means controlled by Customer. Customer shall at all times during the term of this Agreement: (1) set up, maintain, and operate in good repair the Customer systems on or through which the Wedge System is accessed; (2) provide United all cooperation and assistance including its personnel with such access to Customer's premises and Customer systems as is reasonably necessary for United to perform its obligations; (3) perform active monitoring of the Wedge System with no less care and diligence than a reasonably prudent operator of commercial heaters or other equipment would perform with respect to heaters or other equipment without remote operations; (4) ensure that all information placed into the Software is accurate and complete, and assume any risk of liability or inaccuracy due to inaccurate information; (5) notify United immediately if it learns of any unauthorized use or breach of security of the Wedge System; and (6) not permit any other person to access or use the Wedge System except as expressly permitted by this Agreement.
- vi. **Restrictions.** Customer shall be solely responsible for the use of the Wedge System and ensuring that any Authorized Operators of the Wedge System comply at all times with the Wedge System Documentation. Customer shall not (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Smart Heater Control Boxes or Software or any other component of the Wedge System to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (b) bypass or breach any security device or protection used by or with the Smart Heater Control Boxes or the Software or any other component of the Wedge System; (c) input, upload, transmit, or otherwise provide to or through the Software any information or materials that are inaccurate, unlawful or injurious, or contain, transmit, or activate any harmful code; (d) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software or any other component of the Wedge System; (e) access or use the Wedge System for purposes of competitive analysis of the Wedge System, the development, provision, or use of a competing software service or product or any other purpose that is to United's detriment or commercial disadvantage; or (f) otherwise access or use the Wedge System beyond the scope of this Agreement.
- vii. **Suspension of the Software.** Notwithstanding anything to the contrary in this Agreement, United may suspend Customer's access to the Software if United reasonably determines that: (a) there is a threat or attack on the Software, the Wedge System or any infrastructure related to the Software; (b) Customer's or any Authorized Operator's use of the Software disrupts or poses a security risk to the Software, the Wedge System, any intellectual property or infrastructure related to the Software, or to United or its other customers or vendors; (c) Customer, or any Authorized Operator, is using the Software for fraudulent or illegal activities; (d) United's provision of the Software to Customer or any Authorized Operators is prohibited by applicable law; or (e) Customer otherwise breaches this Agreement. United will use commercially reasonable efforts to provide written notice of any such suspension to Customer and to provide updates regarding resumption of access to the Software following any suspension. United will

have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized Operator may incur as a result of any suspension.

viii. **Intellectual Property.** As between the parties, United retains all right, title, and interest, including any intellectual property rights, in and to the Wedge System and any enhancements and improvements to, and any derivative works thereof. Except as provided in this Agreement, Customer does not acquire any rights, express or implied, in or to the Wedge System. If Customer or any of its employees or contractors sends or transmits any communications or materials to United suggesting or recommending changes to the Wedge System, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (collectively, "Feedback"), United shall own and is free to use such Feedback, including all moral rights in and to the Feedback which Customer hereby assigns to the United without further act or formality or any additional consideration, irrespective of any other obligation or limitation between the parties governing such Feedback.

J. STORAGE AND OFFICE SOLUTIONS SERVICES. "Storage and Office Solutions Services" may include the delivery, installation and removal of storage containers, ground level offices, office trailers, modular buildings and parts and accessories thereto. Unless otherwise agreed to by the parties in writing, Customer shall (i) provide unobstructed ingress and egress to the area where the Equipment will be located and provide a level, accessible, secure and safe area that will bear the weight of the Equipment where United will perform the Storage and Office Solutions Services; (ii) not move or allow others to move the Equipment without United's prior written consent; (iii) not affix or anchor the Equipment to the ground or any structure; (iv) maintain and use the Equipment in accordance with applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation, the Occupational Safety and Health Act ("OSHA"), as well as the manufacturer's safety rules and instructions; (v) pay for and provide United with prior written notice of the location of all utility connections and hookups; (vi) keep all persons (other than United employees) off and away from the Equipment during its delivery, installation and removal; (vii) be responsible for obtaining all required permits necessary for the Storage and Office Solutions Services; (viii) not store any hazardous materials in the Equipment; (ix) remove all locks from the Equipment at the end of the rental term; and (x) ensure that the Equipment is clean and empty at the time of removal. With respect to any personal property in or on the Equipment, United is not a bailee or warehouseman of Customer's, or any other person's, personal property. United expressly disclaims any custody, control, or responsibility for the care of Customer's, or any other person's, personal property. Customer must take any steps necessary for safeguarding personal property. Under no circumstances are United or its agents responsible for any personal property that may be lost, stolen, or damaged. United may, but is not required to, lock or otherwise secure the Equipment, and Customer's access to the Equipment may be limited or conditioned in any manner deemed reasonably necessary by United. With respect to (i) above, in the event that United, in its sole discretion, determines that it is unable to perform the Storage and Office Solutions Services because Customer has not provided a secure and safe work environment, United reserves the right to refuse to provide the Storage and Office Solutions Services without any liability whatsoever to Customer and Customer shall be responsible for any increased costs incurred by United.

K. AUTONOMOUS EQUIPMENT. When Customer rents autonomous or self-guided (by software or otherwise) equipment ("Autonomous Equipment") pursuant to this Agreement, Customer's use of such Autonomous Equipment is subject to the Autonomous Equipment manufacturer's terms and privacy

policy. Autonomous Equipment and its associated software collect, use, and disclose information, including personal information and other information regarding the use and operation of the equipment (collectively, "Autonomous Equipment Data"), and such disclosure may be made to the manufacturer of the autonomous equipment or other parties, including United. As between the parties, United retains all right, title, and interest, including any intellectual property rights, in and to all Autonomous Equipment Data, and any enhancements and improvements to, and any derivative works thereof. Except as provided in this Agreement, Customer does not acquire any rights, express or implied, in or to Autonomous Equipment Data.

25. ENTIRE AGREEMENT / ONLY AGREEMENT

These terms and conditions and the front the Agreement, and any Addendum attached thereto, represent the entire agreement between Customer and United with respect to the Equipment and the rental and servicing of the Equipment. There are no oral or other representations or agreements not included herein. None of United's rights or Customer's rights may be changed and no extension of the terms of this Agreement may be made except in writing, signed by both United and Customer. Any use of Customer's purchase order number on this Agreement is for Customer's convenience only.

26. ORDER OF PRECEDENCE

These terms and conditions and the Agreement shall control over any terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by United. In the event that United signs Customer's purchase order or similar document, such signature shall be solely for the purpose of acknowledging the order; it being the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions.

27. CLASS ACTION WAIVER

Customer agrees that any claims or proceedings brought by Customer relating to this Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue United as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against United. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

28. JURY WAIVER

The federal and state courts in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Agreement. TRIAL BY JURY IS WAIVED. In order to effect service of process on United, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the registered agent and the registered office address that is on file with the

Secretary of State for United. United shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

29. OTHER PROVISIONS

- A. Any failure of United to insist upon strict performance by Customer of any terms and conditions of this Agreement shall not be construed as a waiver of United's right to demand strict compliance. Customer has carefully reviewed this Agreement and waives any principle of law which would construe any provision hereof against United as the drafter of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
- B. Customer agrees to pay all reasonable costs of collection, court costs, attorneys' fees and other expenses incurred by United in the collection of any charges due under this Agreement or in connection with the enforcement of its terms.
- C. Customer shall pay the rental charges without any offsets, deductions or claims.
- D. Customer consents to the collection, use and disclosure of his or her personal identification and financial information as described herein and in United's Privacy Policy. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information includes, for example, Customer's name, billing address, ZIP code, telephone number, date of birth, driver's license number and email address. Financial information includes, for example, information related to any balances or invoices related to the Agreement. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with United and for United to evaluate and improve its products and services and/or develop new products or services. Customer's personal identification information and/or financial information may be disclosed to contractors, service providers and other third parties that support United's business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- E. United shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (1) permanent closure of the Store Location; (2) declaration of any emergency, disaster or similar situation by any federal, state or local government; or (3) as otherwise set forth in this Agreement.
- F. If any provision of this Agreement is invalid, illegal or incapable of being enforced under applicable law, that provision will be severed from this Agreement and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties shall modify this Agreement so as to effect the original intent of the parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

30. CRIMINAL WARNING

Customer and United each consent to the collection and monitoring of electronic information, including Global Positioning System (“GPS”) data, generated by or in connection with Customer’s use of or the location of the Equipment (including the Telematics Devices). Customer agrees that United owns the data described in this paragraph and may use such data, including GPS data, for any purpose, including commercial purposes. Customer shall obtain all required consents as may be required under any applicable laws from its employees, contractors or other Qualified Operators to permit United’s collection and use of data under this Section 31.

31. GPS TRACKING

Customer and United each consent to the collection and monitoring of electronic information, including Global Positioning System (“GPS”) data, generated by or in connection with Customer’s use of or the location of the Equipment (including through or utilizing Telematics Devices). Customer agrees that United owns the data described in this paragraph and may use such data, including GPS data, in accordance with United’s Privacy Policy. Customer shall obtain all required consents as may be required under any applicable laws from its employees, contractors or other Qualified Operators to permit United’s collection and use of data under this Section 31.

32. FORCE MAJEURE

Neither party shall be liable to the other party for failure to comply with the terms of the Rental and Service Agreement or performance of its obligations hereunder to the extent such failure has been caused by Force Majeure, provided that the non-performing party shall give notice to the other party as soon as commercially possible and shall exercise reasonable efforts to resume performance. For the purposes of the Rental and Service Agreement, “Force Majeure” shall mean fire, war, insurrection, act of terrorism, riots, flood, hurricane, typhoon, earthquake, tornado, mudslide, tsunami, and any other natural disaster, pandemic or other causes beyond the reasonable control and not due to the fault of the non-performing party.

33. CHANGES TO THE RENTAL AND SERVICE TERMS

United reserves the right to modify or make changes to these Rental and Service Terms at any time. Any such modification will be reflected in these terms as of the “Last update” date above, and will be effective immediately upon public posting on United’s website. Customer’s continued use of the Equipment following any such modification constitutes the Customer’s acceptance of these modified Rental and Service Terms. Except for changes described here, no other amendment or modification of these Rental and Service Terms will be effective unless in writing and signed by the parties.

Corporate Info

100 First Stamford Place

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203.622.3131

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