



Rental/Lease Agreement Terms and Conditions

This Master Equipment Lease (the "Lease") is made and entered into this ____ day of _____, 20____, by _____ and between Enviro Services Rental, L.L.C. _____ (the "Lessor") and _____ (the "Lessee").

The below terms apply to your rental of equipment from or provision of services by Enviro Services Rentals on behalf of United Rentals (North America), Inc

RENTAL AND SERVICE TERMS

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 the Terms and Conditions Regarding Electronic Communications that are made available by United on its website at <https://www.unitedrentals.com/legal/electronic-communications-terms-conditions>, along with the Rental Protection Program Terms ("RPP") (if applicable) that are made available by United on its website at <https://www.unitedrentals.com/legal/rpp-us-eng>, 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.

"Credit Card" means the credit card provided by Customer as part of this Agreement or otherwise kept on file with United.

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

"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 Equipment or Services identified in the Specialty Terms in Sections 24-37 below, air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles.

"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 432 hereof or if Customer returns the Equipment earlier.

"Reservation Details" means the Equipment, Services, 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, as applicable, the delivery, installation, pick up and repair of Equipment and other services provided by United or its subcontractors in connection with the rental of Equipment purchased by Customer, including, without limitation, Trench Services, Scaffolding Services, Portable Sanitation Services, Fluid Solutions Services, Power and HVAC Services, Storage and Office Solutions Services, Alarm Monitoring Services, and Tool Services (each as defined herein).



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"Site" means Customer's job site, worksite or, project location where the Equipment will be located and/or where the Services will be performed.

"Specialty Media" means specialty filtration materials purchased in connection with the rental of Equipment used for Fluid Solutions (as defined in Section 27), such as sand, gravel, carbon, or other materials used to remove certain contaminants or other materials.

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

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

"Taxes" means sales tax, goods and services tax, property taxes (including, without limitation, any estimated personal property tax reimbursement charges) or other taxes, levies and assessments required to be collected by United from Customer at any time upon, or in respect of, the Equipment, Services and/or this Agreement.

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

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 (as defined in Section 30) 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



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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 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: (i) any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use, or Services; (ii) United's failure to deliver the Equipment as required hereunder or United's failure to repair or replace non-working Equipment; (iii) 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; (iv) any civil penalties regarding compliance with any Federal, State or Local law or regulation related to use of the Equipment and any attorney fees and costs for any private enforcer pursuing such civil penalties; or (v) 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. Customer shall ensure that both the Site and Equipment are accessible to United personnel and located in a clean, unobstructed, and safe area. In the event that Customer is not the site owner, Customer warrants that Customer has secured the written consent of the owner for the installation and removal of any Equipment. In the event that United, in its sole discretion, determines that it is unable to perform, or needs to delay the performance of, the Services because Customer, or its third-party contractors, have not provided a secure and safe work environment, have failed to provide accurate or complete information, have caused delays, or have otherwise failed to comply with their responsibilities, United (i) reserves the right to refuse to provide the Services and/or provide the Equipment; and (ii) shall not be responsible to Customer for any liability whatsoever. Additionally, Customer shall be responsible for any increased costs (including waiting time) incurred by United as a result of such actions.

7. EQUIPMENT USE

7.1.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 (as defined in Section 30.1. herein). 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 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



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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.

7.2. 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.

7.2.1. Definitions. "Regulated Materials" includes any material, substance or waste that falls into the following five categories: (i) "Hazardous Materials," as defined or listed or regulated by any local, state, or federal government authority; (ii) "DOT Hazardous Materials," as defined or identified as "hazardous material" by the Department of Transportation ("DOT") as set forth in 49 C.F.R. Parts 171 to 180; (iii) "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, (iv) "Infectious Materials," meaning any infectious substance, material, or waste that is defined, listed, or regulated by any local, state, or federal government authority. "Non-Hazardous Waste" means any material, substance or waste that does not fall under the definition of Regulated Materials.

7.2.2. 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: (i) for Hazardous Substances: to the Resource Conservation and Recovery Act ("RCRA") "empty" condition, as defined in 40 C.F.R. § 261.7(b)(3) ("RCRA Empty Condition"); or (ii) for DOT Hazardous Materials, PCBs, Radioactive Materials, or Infectious Materials: to Non-detect contamination levels ("NDCL").

7.2.3. Cleaning. Prior to return, Customer shall clean the Equipment in accordance with the following requirements: (i) Cleaning must be performed by an independent contractor acceptable to United; (ii) it must be documented to United's satisfaction; (iii) 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; (iv) 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 (v) the independent contractor must certify that the cleaning meets the above specifications.

7.2.4. 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: (i) performed by an independent contractor acceptable to United; (ii) documented to United's satisfaction; (iii) 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"); (iv) conducted in the presence of and pursuant to the direction of a designated employee of United. 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: (v) 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; (vi) If liners are not used, or if any intermodal, roll-off or vacuum container Equipment fails the testing procedures outlined in Section 7.2, then 100% sampling of all intermodals,



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roll-offs or vacuum container equipment will be required.

7.2.5. Sample Analysis. Customer agrees that the analysis of the sampling must: (i) be performed by a laboratory acceptable to United that is certified to perform such analysis by the state in which the Equipment is located; (ii) be documented to United's satisfaction and must include a record of the chain of custody for the Representative Samples; (iii) meet or exceed protocols established by the U.S. Environmental Protection Agency or the NRC, as applicable.

7.2.6. 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 or the receipt of Services ("**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 or the receipt of Services. When transporting Non-Hazardous Waste (as defined in Section 7.2.1), 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 7.2 if any materials being transported are Regulated Materials. 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.

8.1. 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 California Government Code. By signing this Agreement or accepting delivery of the Equipment, Customer accepts all liabilities and responsibilities contained in the California regional notification center law.

8.2. 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.

8.3. IN CALIFORNIA ONLY: For Equipment that includes diesel generators operating in the state of California, Customer acknowledges and agrees to comply with the California Safe Drinking Water & Toxic Enforcement Act of 1986 (codified at CA Health and Safety code section 25249.5 et seq., known as California's Proposition 65).

8.3.1. Assurances/Warranties: Customer assures and warrants it shall not cause United to be in violation of any such law or regulation with respect to California's Proposition 65, through use of the Equipment.



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8.3.2. Indemnification: Customer hereby indemnifies and agrees to defend and hold the United, and their respective affiliates (and the respective partners, shareholders, employees, officers, directors, agents, sponsors and insurers of each of them) harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees and costs), arising out of any claims, or suits, arbitration, governmental inquiry or other proceeding against any of the above by reason of or relating to use of the Equipment provided by United. Customer shall further indemnify, defend and hold harmless United, its affiliates, and their respective officers, directors, agents and employees, from and against any and all claims, liabilities and expenses (including attorneys' fees and costs, increased and/or punitive awards) which result in whole or in part from any actual or alleged failure of Customer to comply with the provisions of all federal, state and local laws and regulations (including California's Proposition 65) now in effect or hereafter, whether or not any demand for payment is made to United and/or any lawsuit is actually filed against United.

8.4. IN CALIFORNIA ONLY: For Equipment subject to California's In-Use Off-Road Diesel-Fueled Fleets Statute, it is the sole responsibility of Customer to comply with the idling, renewable diesel, and any other requirements pursuant to Title 13, California Code of Regulations Chapter 9, Article 4.8.

8.5. 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 Aboveground Storage Tanks 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.



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11. RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT

11.1. 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 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.

11.2. 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: (i) disinfection must be performed by an independent contractor acceptable to United; (ii) it must be documented to United's satisfaction; (iii) in the event Customer is unable to disinfect in accordance the Equipment, United will disinfect it and charge Customer for the costs incurred.

11.3. IN WEST VIRGINIA ONLY. if Customer rents tanks, upon return to United, Customer agrees to provide United with copies of: (i) tank inspections; (ii) any and all updated and amended Spill Prevention and Response Plans United prepared to reflect the presence of the tanks at the Site; (iii) 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 15.1 below). The following shall not be considered reasonable wear and tear: (i) damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels; cavitation; or freezing; (ii) 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; (iii) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (iv) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (v) wear resulting from use in excess of shifts for which rented; (vi) damage caused by adverse weather conditions; and (vii) 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 when United comes to the Site to pick up the Tanks, United, in its sole discretion, may require Customer to do any of the following: (i) continue to pay the rental rate(s) applicable to the Equipment as specified in the Agreement; (ii) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (iii) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period; or (iv) 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



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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

15.1. 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 Empty Condition and any equivalent state clean-up laws. Rental charges do not include the cost of the Refueling Service Charge (defined in Section 16 below), any applicable Taxes, the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge (defined in Section 17 below) 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: (i) removal of any alterations made by Customer to the Equipment; (ii) restoration of the Equipment to its original configuration; (iii) re-lining or re-painting of Tanks; (iv) disposal of any contents left in Tanks; or (iv) transportation to and from an approved repair facility. 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.

15.2. 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 the Agreement or accepting delivery of the Equipment, Customer agrees to pay this charge.

16. REFUELING SERVICE CHARGE

Customer acknowledges that a refueling service charge ("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 ("**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 & PAYMENT

18.1. 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



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breach by Customer, the deposit will be credited against any damages, cost or expense incurred by United as a result of the breach.

18.2. PAYMENT: All remaining amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of Equipment 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 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. Where permitted by law, United may impose a surcharge of 2.0% 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 and Service charges do not include 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 or Service 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: (i) terminate the Rental Period; (ii) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (iii) 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 (iv) 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: (i) commercial auto liability insurance with at least a per occurrence limit of \$2 million; (ii) 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



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per occurrence and \$4 million in the aggregate; and (iii) 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 (i) ELECT TO NAME UNITED AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) 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 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. United may, in its sole discretion, engage subcontractors, agents, or other third parties to perform any or all of the Services or other obligations of United under this Agreement, without prior notice to or consent of Customer. United's use of any subcontractor shall not relieve United of any of its obligations under this Agreement, and United shall remain responsible for the performance of any such subcontractor to the same extent as if United had performed the Services itself.

SPECIALTY SERVICES AND EQUIPMENT

The terms and conditions set forth in Sections 24-38 below (the "**Specialty Terms**") supplement the overall Rental Service Terms. All of the Rental Service Terms in this agreement apply to the specialty Equipment and Services listed below. In the event of a conflict between the overall Rental Service Terms and the Specialty Terms, the applicable Specialty Terms shall prevail.

24. 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 Site 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.



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25. 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 (i) provide a clean, unobstructed, and safe area to perform the Scaffolding Services; (ii) move planking, sidewall brackets, and guardrails as necessary for completion of the Scaffolding Services; (iii) install toe boards, mesh, and/or patch ties in holes; (iv) 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; (v) keep all persons (other than United employees) off and away from the Equipment during its erection and dismantling; (vi) take reasonable steps to protect all buildings, properties, and grounds, including but not limited to grass and landscaping; (vii) be solely responsible for providing all necessary and required fall protection to employees and others using the Equipment in compliance with OSHA regulations; and (viii) 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.

26. PORTABLE SANITATION AND FENCING SERVICES (to be provided by United's affiliate, Reliable Onsite Services)

26.1. Definitions

"Fencing Services" means, as applicable, the installation, relocation and removal of Fencing Materials, panel fencing, post-driven fencing, and other fence related products and services provided, together with all replacements, repairs, additions, attachments, and/or accessories of all Equipment and Fencing Material.

"Fencing Material" includes, but is not limited to, machinery, screening, signage, plastic, water barriers, gates, base weights, bracing, sound blankets, acoustic panels, netting, windscreens, and/or color screens.

26.2. "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.

26.3. Site Condition. Customer is responsible for performing a comprehensive hazard and risk assessment prior to the commencement of any Fencing Services, including but not limited to (a) hazards associated with slip, trip, and falls; and (b) inspection of the Equipment and Fencing Material at each of the following stages: delivery, installation, transfer of care, custody, control, and ongoing maintenance thereof. Additionally, Customer must: (a) locate and identify any property lines, warranting as to the accuracy of this information; (b) maintain a free and clear fence line, which includes the removal of vegetation, growth, and/or snow at every stage that Fencing Services are performed; and (c) make any repairs to the grounds and/or landscaping resulting from Fencing Services. United and/or Reliable Onsite Services are not responsible for: (a) damage to any underground lines, pipes, drains, wires, cables, foundation, sprinklers, or anything related to those systems; (b) restoration of any part of the landscape that is disturbed during the performance of Fencing Services; and (c) cancellation if the Site has pronounced sloping, extreme landscape features, and/or other conditions that could render Fencing Services physically impossible to perform or put the life or health of United and/or Reliable Onsite Service personnel at risk. United and/or Reliable Onsite Services shall have public utilities marked prior to initiating Fencing Services. If any private utilities exist, an additional charge will be assessed for their location. 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



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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.

26.4. Customer Responsibilities. In addition to Customer's obligations under Section 6 of the Agreement, Customer will designate an on-site representative(s) to be responsible for: (a) obtaining any and all required permits necessary for Portable Sanitation and Fencing Services; (b) inspection and approval of installation specifications; (c) verifying Equipment has been installed correctly and is safe and fit for use; (d) receiving and unloading of all Equipment and Fencing Materials at the time of delivery; (e) providing heavy machinery and a Qualified Operator for receipt and return of Fencing Materials, Equipment, or products related to Fencing Services; and (f) verifying that the Fencing Services have been performed according to the agreed upon terms.

26.5. Third-Party Deliveries. Where Reliable Onsite Services does not provide the labor or delivery for the Fencing Services, Customer must provide Equipment and a Qualified Operator. Reliable Onsite Services will not provide these items free of charge, but they may be available upon Customer Request for an additional fee. Additionally, Customer is required to return the Fencing Materials, Equipment and/or other products related to Fencing Services in the manner in which they were received, which includes stacking, packing, and securing the Fencing Materials.

26.6. Scheduling, Modifications, and Damage. In addition to Customer's obligations under Section 11 of the Agreement, Customers are required to provide reasonable advance notice when scheduling any labor phase, taking into account the scope and timing of the work involved. Additions of any Fencing Materials, Equipment, or Fencing Services may result in additional charges, increased risk to public safety, and/or property damage. Customer is required to notify Reliable Onsite Services immediately if the Fencing Materials and/or Equipment has been damaged in any way. Additional fees may be charged for damage, tip-overs, relocation of the rest rooms or fencing on the same Site, and vandalism/graffiti. Customer will be billed for any additional labor required to dismantle, re-erect, and/or repair any damage to the Fencing Materials and Equipment.

27. FLUID SOLUTIONS SERVICES

27.1. "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:

- (i) have adequate lifting equipment on Site to load and unload during setup and breakdown;
- (ii) insert, remove and maintain sewer pipe plugs and suction screens as necessary;
- (iii) provide any and all containment and required matting;
- (iv) obtain any and all rights of way, permits, and easements as necessary;
- (v) provide adequate staging areas, water sources, and access thereto;
- (vi) provide necessary controls of erosion, odor and traffic, including Site restoration, as necessary;
- (vii) provide fueling and/or adequate power, including cable and an electrician, as necessary;
- (viii) perform daily inspection and maintenance of the Equipment during the Rental Period; and
- (ix) provide access at all times to the Fluid Solutions system and a clean, unobstructed and safe area to perform the Fluid Solutions Services.

27.2. 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 changes 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



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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, 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. Customer further waives the right to contest such action, agrees that United shall not be liable to Customer in connection with such action, and agrees to be responsible for the additional costs incurred thereby.

27.3. 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 generated by Customer 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 such additional cost.

Customer shall provide any and all information required by the disposition facility or United related to the evaluation of the acceptance of spent Specialty Media.

28. POWER AND HVAC

"Power and HVAC Services" may include power and Heating, Ventilation and Air Conditioning ("**HVAC**") system startup 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 hookup 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 No. 2 fuel oil;
- (viii) check and record oil levels in generators 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.

29. TOOL SERVICES

"Tool Services" may include tool tracking services, tool tracking software, utilization data (via printed or 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; and
- (v) supply United with a list of personnel authorized to check in and check out tools and/or allowed to request addition or removal of inventory.



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30. VEHICLE RENTAL

For purposes of this Agreement, **"Vehicle"** means a motor vehicle or EV (as defined in Section 30.14 below) identified as the rental item(s) in a Rental and Service Agreement, reservation detail, or similar document. **"Vehicles"** collectively refers to each such Vehicle. For avoidance of doubt, a Vehicle is Equipment.

30.1. 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 occurs.

Customer should obtain details of witnesses and other vehicles involved and their drivers, owners, and relevant insurers wherever possible.

If Customer or any Qualified Operator (as defined below) receives 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.

"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.

30.2. Third-Party Charges.

Government-mandated charges such as taxes, tax reimbursements, vehicle licensing fees, surcharges, and similar fees are charged or 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.

30.3. 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.

30.4. 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.

30.5. Recovery Costs.

Customer is responsible for recovery expenses, consisting of costs of any and all kinds (including attorneys' fees and court costs) incurred by United in recovering the Vehicle:

- (i) under this Rental and Service Agreement; or
- (ii) 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 acting with Customer's permission.

30.6. Lost Keys / Key Fobs / 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 the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open the Vehicle.

If Customer or a 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 the Vehicle.

30.7. Parking and Traffic Violations.



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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 REPRESENTS UNITED'S OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TRAFFIC VIOLATION MANAGEMENT SERVICE.

31. USE OF TELEMATICS DEVICES, DASH CAMS, AND CUSTOMER DEVICES

If included with Customer's Equipment rental, Customer may access and use certain United-approved and supplied telematics devices (the "**Telematics Device(s)**") and/or United-supplied dashboard cameras and/or digital and audio recording devices (the "**Dash Cam(s)**").

Telematics Devices and/or Dash Cams may include, but are not limited to, on-equipment devices, wearable devices, and any other telematics and/or recording devices, related accessories, and the Management System (as defined below), but shall exclude any Customer Devices or third-party portal or management tool not operated, approved or supplied by United.

Certain Telematics Devices and/or Dash Cams provide on-demand access management to United Equipment and Vehicles and may be configured through a web-based management system provided by United (the "**Management System**").

Certain hardware and software requirements, and access to the Internet, may be required to use Telematics Devices and/or Dash Cams.

31.1. Database Information; Management System.

Prior to using a Telematics Device or Dash Cam and in connection with use of the Management System, 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 or Dash Cam (the "**Database Information**").

Customer will use reasonable efforts not to provide identifiable information and otherwise anonymize or pseudonymize Database Information as practicable.

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 and/or the Database Information. Customer is solely responsible for any changes to the Database Information and/or any other information contained in the Management System after access is granted.

United shall have no obligation to provide a portal or management tool with respect to Customer Devices. United shall have no obligation to access, populate, monitor and/or make changes to any such third-party platform.

31.2. Telematics Device and Dash Cam Overview.

Prior to using a Telematics Device or Dash Cam, United may, if applicable and in its sole discretion, review certain features and functions of the Telematics Device and/or Dash Cam with the Customer.

Any use of the following is at the Customer's sole risk:

(i) a Telematics Device or Dash Cam by unauthorized personnel (including operators that are not Qualified Operators);

(ii) any part, feature, or functionality of a Telematics Device or Dash Cam not reviewed with the Customer by United (if review with United is available and applicable);

(iii) a Telematics Device or Dash Cam in a manner inconsistent with the Documentation (as defined below); or

(iv) any Customer Device, including any accompanying portals or platforms.

CUSTOMER WAIVES AND RELEASES UNITED FROM ALL LIABILITY RESULTING FROM THE USES IDENTIFIED IN THIS SECTION 31.2(i)-(iv) AND WILL INDEMNIFY, DEFEND AND HOLD UNITED HARMLESS AGAINST ANY AND ALL



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DAMAGES OF WHATEVER KIND INCURRED BY UNITED IN CONNECTION WITH SUCH USE.

Customer is solely responsible for preventing unauthorized use of Telematics Devices, Dash Cams, and Customer Devices it has rented or that are included with Equipment rented from United. Customer shall not disable or circumvent, or attempt to disable or circumvent, any part of a Telematics Device or Dash Cam or the corresponding use and time limitations established in the Management System.

31.3. Documentation.

United may provide reference guides, manuals, and other documentary information, either in writing or electronically, in connection with a Telematics Device, Dash Cam, or Customer Device ("**Documentation**"). Customer's use of a Telematics Device, Dash Cam, or Customer Device shall be in strict compliance with the Documentation.

31.4. Other Entities.

Customer may allow other entities to use a Dash Cam, Telematics Device and/or the Management System, provided that such entities are Qualified Operators, have reviewed the use of the Dash Cam and/or 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 them, as Customer is for its own acts and omissions and those of its employees. Nothing herein shall create any contractual relationship between United and any entities or persons other than Customer.

31.5. 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 and Dash Cams, provided that Customer has timely paid all amounts due under this Agreement and is not otherwise in breach.

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 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.

31.6. Access to Data.

In connection with the provision of Telematics Devices, Dash Cams and Customer Devices, United may access data, which may include personal information including precise geolocation and/or biometric data, that is held on or collected by such devices. United may use and disclose such data to improve its products, business and services. Data provided by Customer to or collected by the Telematics Devices, Dash Cams or Customer Devices may be accessed, collected, used or disclosed by United for such purposes.

TELEMATICS DEVICES OR DASH CAMS AND, AS APPLICABLE, CUSTOMER DEVICES, MAY RETAIN DATA AFTER BEING REASSIGNED TO SUBSEQUENT CUSTOMERS.

CUSTOMER SHALL PROVIDE ALL REQUIRED NOTICES AND OBTAIN ALL REQUIRED CONSENTS AS MAY BE REQUIRED UNDER ANY APPLICABLE LAW OR CONTRACT FROM ITS EMPLOYEES, CONTRACTORS OR OTHER QUALIFIED OPERATORS TO PERMIT CUSTOMER AND/OR 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 issues associated with such data.

Customer is solely responsible for:

- (a) monitoring use of the Telematics Devices, Dash Cams and Customer Devices; and
- (b) reviewing and reacting to any trends or issues present in the data or behavior reflected by such data.

31.7. Termination of Access.

United reserves the right to terminate Customer's access and use of a Customer Device, Telematics Device and/or Dash Cam at any time, in United's sole discretion.

Upon termination of access, Customer shall not attempt to use or access such Customer Device, Telematics Device or Dash Cam.

Termination of access may result in loss of data.



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31.8. Prohibited Applications.

Telematics Devices are not designed or intended for use in connection with:

- (i) aeronautic or aerospace applications;
- (ii) nuclear and other high-risk facilities;
- (iii) transportation systems or the delivery of oil, natural gas, or any other combustible liquid or gas; or
- (iv) 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 Devices or Dash Cams shall also be considered Prohibited Applications.

Customer shall not use Customer Devices, Telematics Devices or Dash Cams for or in connection with any 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 the use of Customer Devices, Telematics Devices or Dash Cams in connection with any Prohibited Applications, even if United has authorized such use or has been informed of such use.

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 CUSTOMER DEVICES, TELEMATICS DEVICES OR DASH CAMS.

32. THE WEDGE SYSTEM

If included with Customer's Equipment rental, Customer may access and use a remote monitoring system consisting of a gateway and various wireless sensors that allow for remote monitoring (the "**Wedge System**"), which shall be deemed Equipment under this Agreement.

The Wedge System may include optional features such as:

- (i) thermocouple adapters ("**TCA**");
- (ii) a control box device (the "**Smart Heater Control Box**");
- (iii) login credentials to a secure website (the "**Software**");
- (iv) documentation describing operation of the equipment, collectively referred to as the "**Wedge System Documentation**."

The Wedge System may also include a "**Heater**" and related components, collectively referred to as the "**Smart Heater System**."

32.1. Operation of the Wedge System; Maintenance.

Customer shall ensure that the Wedge System is operated only by employees of Customer, or Customer if an individual, 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 accordance with this Section 32 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.

United has no obligation to inspect the Wedge System or Heater, but may inspect any component at any time and wherever located.

32.2. Warnings; Appropriate Signage.

Customer shall ensure that each Authorized Operator:

- (1) completes all required training; and
 - (2) operates the Wedge System in accordance with all training, warnings and Wedge System Documentation.
- Customer shall post all United-provided warning signs for as long as any Wedge System components remain at the Site.

32.3. Temperature Measurement Tool.

United provides a temperature measurement tool (the "**Temperature Measuring Tool**") that may assist in estimating the temperature of poured concrete, roofing or other objects at a Site.

Customer acknowledges that:

- (a) temperature estimates are for informational purposes only and may not be accurate;
- (b) the Temperature Measuring Tool is not calibrated to meet compliance standards such as ISO 9001;



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- (c) installation methods may affect accuracy;
- (d) it is not a substitute for destructive testing or ASTM requirements; and
- (e) Customer is responsible for independently verifying strength, monitoring conditions, and complying with ASTM standards and applicable law.

32.4. 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.

Customer acknowledges that United may obtain incidental information about the Site and the Wedge System ("**Raw Data**").

United retains ownership of all Raw Data and all related rights arising from its use, analysis, research and development.

United may use Raw Data to develop, enhance, modify and improve technologies, products, methodologies and services.

32.5. System Control; Customer Obligations.

Customer retains sole control over operation, management, access to and use of the Wedge System and is solely responsible for all use of the system.

Customer shall:

- (i) maintain systems through which the Wedge System is accessed;
- (ii) provide reasonable cooperation and access to United;
- (iii) actively monitor the Wedge System;
- (iv) ensure information entered into the Software is accurate;
- (v) immediately notify United of any unauthorized use or security breach; and
- (vi) prevent unauthorized access or use.

32.6. Restrictions.

Customer shall not:

- (i) rent, lease, lend, sell, sublicense or transfer the Software or Wedge System;
- (ii) bypass security protections;
- (iii) upload harmful or unlawful content;
- (iv) damage, impair or disrupt the Software or Wedge System;
- (v) use the system for competitive analysis; or
- (vi) use the system beyond the scope permitted by this Agreement.

32.7. Suspension of the Software.

United may suspend Customer's access if it reasonably determines that:

- (i) a threat or attack exists;
- (ii) Customer's use creates a security risk;
- (iii) fraudulent or illegal activity exists;
- (iv) provision of the Software would violate law; or
- (v) Customer breaches this Agreement.

United will use commercially reasonable efforts to provide notice and updates regarding restoration of access.

United shall have no liability arising from such suspension.

32.8. Intellectual Property.

United retains all right, title and interest, including intellectual property rights, in and to the Wedge System and any improvements, enhancements or derivative works.

Customer acquires no ownership rights in the Wedge System.

Any suggestions, recommendations, comments or other materials submitted by Customer ("**Feedback**") shall be owned by United, and Customer assigns all rights in such Feedback to United without further consideration.

33. 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, tent structures, fabric buildings, and related accessories.

Unless otherwise agreed in writing, Customer shall:



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- (i) provide unobstructed ingress and egress and a level, accessible, secure and safe area capable of supporting the Equipment;
- (ii) not move the Equipment without United's prior written consent;
- (iii) not affix or anchor the Equipment unless authorized by United;
- (iv) use and maintain the Equipment in accordance with all applicable laws, OSHA requirements, and manufacturer instructions;
- (v) maintain plumbing, HVAC and electrical systems, including replacement of filters and bulbs;
- (vi) pay for and provide utility connection locations;
- (vii) keep all non-United personnel away during delivery, installation and removal;
- (viii) obtain all required permits;
- (ix) not store hazardous materials in the Equipment;
- (x) remove all locks at the end of the rental term;
- (xi) ensure the Equipment is clean and empty upon removal; and
- (xii) reimburse United for missing Equipment and repair costs.

With respect to personal property stored in or on the Equipment, United is not a bailee or warehouseman and expressly disclaims custody, control, and responsibility for such property.

Customer is solely responsible for safeguarding personal property. Under no circumstances shall United or its agents be responsible for property that is lost, stolen or damaged.

United may, but is not required to, lock or otherwise secure the Equipment, and may limit or condition Customer's access as reasonably necessary.

34. 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, improvements, and derivative works thereof. Except as provided in this Agreement, Customer does not acquire any rights, express or implied, in or to Autonomous Equipment Data.

35. TEMPORARY STRUCTURES

A "**Temporary Structure**" includes tents, clear span tents, frame tents, pole tents, tension structure tents, and any other industrial tent or temporary shelter, including all accessories provided therewith, and shall be deemed Equipment under this Agreement.

35.1. Delivery.

Standard transportation charges include delivery/removal within seventy-five (75) feet of United's truck if delivery is outdoors, or the dock or front door on the ground floor if indoors.

Additional charges may apply for any deviations from this standard. Heavy equipment may be required for installation and/or removal of a Temporary Structure.

United will not be responsible for any damage to the Site, the ground, or any underground utility or sprinkler lines that may occur during this process.

35.2. Site Requirements.

Prior to installation, Customer shall clearly mark and identify all underground utilities at the Site where the Temporary Structure will be installed and notify United accordingly.

Customer agrees the Site shall:

- (i) be free and clear of all obstructions affecting the erection and/or removal of the Temporary Structure;
- (ii) be of adequate size, with a minimum of ten (10) feet of space around the perimeter of the Temporary Structure for staking, pulling tops, and erecting the frame; and
- (iii) have adequate ground texture to securely hold stakes for guying.



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35.3. Removal.

Once installed, the Temporary Structure may only be moved by United, for an additional charge. Unless otherwise agreed, Customer must provide at least thirty (30) days' advance written notice to schedule removal of the Temporary Structure, which will remain on rent until removed from the Site by United.

35.4. Customer Responsibilities.

In connection with each Temporary Structure, Customer will be solely responsible for:

- (i) procuring all permits;
- (ii) ground compaction for staking;
- (iii) all damages and costs associated with staking in soft or otherwise unsuitable ground;
- (iv) maintaining adequate safety precautions to prevent injury to the public, invitees, Customer employees, contractors, or other individuals, particularly with respect to guy lines, poles, and stakes; and
- (v) the condition of asphalt after stakes are removed.

Customer also agrees:

- (a) the Temporary Structure shall be for its sole use and benefit at the Site;
- (b) not to hang or attach any items, signage, stickers, or decorations to the Temporary Structure without United's written consent; and
- (c) not to remove or disassemble, or permit any third party to remove or disassemble, the Temporary Structure.

35.5. Weather Related Conditions.

35.5.1.

Unless otherwise stated in the Reservation Details, the Temporary Structure is not designed or constructed to withstand the weight and/or pressure of snow accumulation (a "**Snow-Loaded Structure**") or extreme weather. Accordingly, Customer agrees to:

- (i) keep all snow, ice, and debris from the top of the Temporary Structure; and
- (ii) evacuate the Temporary Structure when winds exceed thirty-five (35) miles per hour, or such greater wind speed as specified by the engineer of record, or when other unsafe conditions arise.

Upon request, United will provide a non-site-specific copy of the engineering report illustrating a Temporary Structure's design load.

The parties agree that United shall have no liability for any events, damage, or injury that cause the Temporary Structure to exceed its design limits.

35.5.2.

To the extent Customer rents a Snow-Loaded Structure with an inflatable roof and pump system, Customer agrees it is solely responsible for:

- (i) providing power to the roof pumps;
- (ii) performing daily inspections of the roof pumps; and
- (iii) promptly notifying United of any issues, including power loss, error codes, or low pressure.

United is not responsible for any damage arising from Customer's failure to perform inspections or promptly report pump issues.

35.6. Disclaimers.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE TEMPORARY STRUCTURES ARE PROVIDED "AS IS." NO OTHER WARRANTIES, EXPRESS OR IMPLIED, APPLY.

CUSTOMER ASSUMES ALL RISK FOR INJURY AND PROPERTY DAMAGE RELATING TO THE USE OF THE TEMPORARY STRUCTURE AND ACKNOWLEDGES THAT UNITED IS NOT RESPONSIBLE IF ANY ACT CAUSES THE STRUCTURE TO EXCEED ITS DESIGN LIMITS, INCLUDING EXCESSIVE SNOW OR THE EFFECTS OF A TORNADO OR HURRICANE, OR TO FALL.

IF THE TEMPORARY STRUCTURE IS DAMAGED OR RENDERED UNUSABLE FOR ANY REASON, INCLUDING ADVERSE WEATHER, CUSTOMER REMAINS RESPONSIBLE FOR ALL CHARGES UNDER THE AGREEMENT.

UNITED MAY, IN ITS SOLE DISCRETION AND SUBJECT TO TIME AND AVAILABILITY, INSTALL A REPLACEMENT STRUCTURE FOR AN ADDITIONAL CHARGE.

35.7. Cancellation.

If Customer cancels its order for the Temporary Structure less than fourteen (14) days prior to the scheduled delivery date, Customer shall be responsible for all costs.



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36. MATS

When Customer rents mats (including any tracking technology included thereon) ("**Mats**"), which shall be deemed Equipment under this Agreement, the following additional terms apply.

36.1. Rental Period.

The Rental Period for the Mats will commence on the day the Mats are either:

- (i) shipped to Customer at the mutually agreed staging area (the "**Staging Area**"); or
- (ii) picked up by Customer from a Store Location.

The Rental Period will conclude when the Mats are:

- (a) returned to the Staging Area;
- (b) removed by United from another mutually agreed location; or
- (c) delivered to a Store Location if Customer is handling transportation.

As Mats may be delivered across multiple days, the Rental Period for some Mats may begin and end earlier than others.

36.2. Delivery.

Mats will be delivered using a common carrier based upon the agreed number of loads per day.

If additional loads are required, additional charges may apply.

Unless United is providing installation services, Customer agrees:

- (i) to have sufficient personnel and machinery to promptly unload the Mats; and
- (ii) to be responsible for installing and removing the Mats from the Site identified in the Reservation Details.

36.3. Use; Location and Storage.

Customer acknowledges and agrees that:

- (i) the ground upon which the Mats are used will be suitable for the Mats and any structures placed upon them;
- (ii) Customer is responsible for the maintenance and condition of the Mats while in its possession; and
- (iii) the Mats will only be used in connection with the project identified in the Reservation Details.

Customer further agrees that the Mats will:

- remain only at the Staging Yard or the Site;
- be segregated from non-United mats; and
- not be mixed with non-United mats.

Any mat mixed with the Mats will be presumed to be part of the Mats.

Customer shall maintain current records regarding the location of the Mats and provide copies to United upon request.

SUBJECT TO ANY APPLICABLE SAFETY OR SECURITY REQUIREMENTS, CUSTOMER AGREES THAT UNITED HAS THE RIGHT TO ENTER ANY LOCATION WHERE THE MATS ARE USED, KEPT, OR STORED TO INSPECT AND COUNT THEM.

36.4. Mat Services.

Unless otherwise provided in the Reservation Details, the following provisions apply to Services associated with the Mats.

36.4.1.

Customer or its contractors shall provide United with all Site information and documentation reasonably requested to assess, plan and perform the Services.

If such information is unavailable, Customer agrees that United may rely upon information obtained from Google Earth or a similar application.

Customer acknowledges that United cannot guarantee the accuracy, completeness, or sufficiency of such information and shall not be liable for losses or damages resulting from inaccurate or incomplete information.

36.4.2.

Customer further agrees to:

- (i) ensure access points to and from public roads, off-right-of-way roads ("**Off-ROW**"), and rights-of-way ("**ROW**") are free of obstructions or unsafe conditions;
- (ii) obtain all necessary permits and approvals;
- (iii) conduct all pre-construction surveys;
- (iv) ensure satisfactory ground conditions for performance of the Services and intended use of the Mats;



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(v) coordinate with third-party contractors so their activities do not interfere with United's Services; and
(vi) be responsible for Site conditions after the Mats are removed unless otherwise stated in the Reservation Details.

36.5. Mats Return; Replacement Fee.

36.5.1.

Customer agrees to notify United at least ten (10) days before beginning the return of the Mats.

Unless otherwise stated in the Reservation Details, Customer will return the Mats to the Staging Yard at the end of the Rental Period.

Mats not properly returned, unavailable for pickup, not returned to a Store Location, or retained beyond the Rental Period will be subject to the applicable daily rental rate.

United may use the Staging Yard, without cost, to store, inspect, count, and load Mats for reshipment whenever Customer is in default or before and after the return date.

As Rental Periods may vary, returned Mats will be credited in the order they were originally delivered.

Customer shall not use any cleanup equipment installed by United at the Site or Staging Yard, such as dumpsters.

36.5.2.

A replacement fee (the "**Replacement Fee**") will be assessed for any Mat that:

(A) is not returned at the end of the Rental Period; or

(B) is returned in a condition unsuitable for further use (a "**Cull Mat**").

Provided all amounts were paid when due and Customer is not otherwise in default, United will forgive Replacement Fees for Cull Mats up to the attrition number specified in the Reservation Details.

Payment of a Replacement Fee does not grant Customer ownership rights or the right to retain or resell any Mats.

37. ALARM MONITORING SOLUTIONS

37.1. Definitions.

"Alarm Monitoring System" means an integrated security system consisting of hardware, software, monitoring services, and live-view capabilities designed to enable surveillance, motion detection, alarm notification, event recording, and remote access for monitoring Customer locations.

Alarm Monitoring Systems are deemed Equipment under this Agreement.

"Alarm Monitoring Services" means professional monitoring, deployment, installation, configuration, activation, and related services provided by United or its subcontractors and purchased by Customer.

Alarm Monitoring Services are deemed Services under this Agreement.

"Event" means an occasion when United receives data from Customer's device or a third party that requires or triggers Alarm Monitoring Services.

"Monitoring Hours" means the specified times during which Alarm Monitoring Services are required.

"Site Contact" means an individual authorized by Customer to receive notifications, alerts, and communications regarding alarm activations, malfunctions, and other Events.

Customer shall provide United with current contact information for all Site Contacts and promptly notify United of any changes.

37.2. Alarm Monitoring Services; Notifications.

Alarm Monitoring Services may enable Customer communications and device monitoring during mutually agreed times, including during an Event.

Customer is solely responsible for notifying United whenever personnel will be present during Monitoring Hours so services may be suspended if necessary.

Customer expressly consents to communications from United and its service providers, including:

- live operator calls,
- prerecorded calls,
- autodialed calls,
- SMS messages, and
- other electronic communications.

Customer shall inform Site Contacts of such communications and obtain any required permissions.

Alarm Monitoring Services may not be available in all jurisdictions. If an Event occurs in an unavailable jurisdiction,



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United shall have no obligation to provide services or respond.

The Alarm Monitoring System may not function if Customer's network is interrupted, disconnected, damaged, or otherwise incompatible.

37.3. False Alarms.

United or its service providers may attempt to contact Customer to determine whether an Event is a false alarm. If United cannot reach Customer, or questions the response received, United may contact law enforcement or other authorities.

Customer shall prevent false alarms and shall defend, indemnify, and hold harmless United from any resulting claims or losses.

Customer must reimburse any fines, fees, costs, penalties, or expenses related to Alarm Monitoring Services assessed against Customer, United, or service providers.

37.4. Battery-Powered Devices; Wireless Devices.

Battery-powered sensors and other wireless detection devices require functioning batteries to operate.

Customer shall not perform battery maintenance or replacement. Such services must be requested from United.

Wireless communication may be interrupted and may not always utilize encryption or authentication technologies.

Customer is responsible for inspecting and cleaning sensors and performing all required maintenance other than battery-related services.

37.5. First Responder Dispatch.

United's ability to provide Alarm Monitoring Services is subject to federal, state, and local laws, regulations, practices, and emergency-response limitations.

Customer is solely responsible for ensuring all information provided to United, including site location information, remains accurate and complete.

37.6. Monitoring Services and Data Access.

Customer shall implement appropriate network security measures for systems connected to Alarm Monitoring Services.

Cloud-based monitoring, storage, and notification services depend on third-party providers, telecommunications networks, and Internet connectivity.

Customer is solely responsible for preserving, backing up, downloading, or archiving any desired data.

Alarm Monitoring Systems are not a substitute for onsite personnel, professional security services, or law-enforcement response.

37.7. Data Collection, Privacy and Surveillance Notices.

CUSTOMER SHALL PROVIDE ALL REQUIRED NOTICES AND OBTAIN ALL REQUIRED CONSENTS FROM INDIVIDUALS WHO MAY BE SUBJECT TO SURVEILLANCE OR RECORDING BY THE ALARM MONITORING SYSTEMS.

Customer shall not use recorded video or audio for unlawful purposes and shall post legally compliant notices wherever Alarm Monitoring Systems are deployed.

37.8. Equipment Return and Data Deletion.

Upon termination or expiration of the Rental Term, Customer must download or preserve all Customer data before returning the Equipment.

United shall have no obligation to preserve, return, or provide access to Customer data following expiration or termination of the Rental Term.

Make the formatting more legal-contract style Preserve the original wording exactly Create a clean Word-ready version

38. DIGITAL CONNECTIVITY SERVICES

38.1. Definitions

"Bundled Offering" means Digital Connectivity Services provided solely as an incidental and ancillary service offering in connection with Hardware rented by Customer from United, where internet connectivity is supplied exclusively by a third-party ISP.

"Digital Connectivity Services" means a United service offering incidental and ancillary to the rental of Hardware (including, without limitation, portable/integrated mobile storage units) or as a standalone pass-through offering that may include wireless high-speed internet access ("Wi-Fi") and related connectivity services, together with



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associated Hardware, devices, and ancillary materials that United may supply, and any setup, configuration, or enablement services performed for Customer's use of Wi-Fi access, in each case provided exclusively via a third-party ISP and not by United.

"Facilitated Offering" means a Digital Connectivity Services pass-through, referral, or other arrangement under which United facilitates a commercial arrangement between Customer and a third-party ISP for Customer-owned or ISP-owned Hardware.

"Hardware" means any routers, antennas, modems, access points, bridges, cables, gateways, cabling, power supplies, mounts, or other tangible equipment provided, leased, or made available by United or an ISP in connection with the Digital Connectivity Services. Hardware shall be deemed to be "Equipment" or the equivalent definition in the Rental Agreement.

"ISP" means a third-party internet service provider engaged to install, activate, deliver, maintain, or support internet connectivity for the Digital Connectivity Services, including, without limitation, any managed service provider ("**MSP**").

"Site" means Customer's premises, facility, jobsite, or other designated location(s) where the Digital Connectivity Services are installed or used.

38.2. Nature of the Services

Digital Connectivity Services may be provided as a Bundled Offering or as a Facilitated Offering. United is not an agent, partner, or joint venturer of any ISP. Depending on the offering model, United or the ISP may perform installation, activation, and configuration of the Hardware at the Site.

38.2.1. Bundled Offering

For Bundled Offerings, United partners with third-party ISPs to provide the Digital Connectivity Services, which are delivered as a turnkey solution with all necessary Hardware.

United may provide first-level technical troubleshooting and administrative support but does not operate, manage, or control the underlying network or transmission of data.

Customer expressly authorizes and consents to the engagement and use of an ISP selected by United to:

- (i) perform any necessary Site assessments;
- (ii) install, activate, and configure the Digital Connectivity Services and Hardware;
- (iii) provide, deliver, and maintain the underlying internet service; and
- (iv) provide troubleshooting, network support, and related services, whether remotely or on-Site.

Customer agrees that the ISP may contact Customer directly regarding installation, service delivery, maintenance, and support and may receive Customer's contact information and Site details for these purposes.

United's support activities, if any, are limited to first-level troubleshooting, administrative assistance, basic issue intake, and escalation to the ISP, and do not include network management, traffic inspection, routing control, bandwidth allocation, or content monitoring.

38.2.2. Facilitated Offering

For Facilitated Offerings, United will connect Customer with third-party ISPs to assist Customer in procuring Digital Connectivity Services where Customer owns Hardware or requires that an ISP provide such Hardware in connection with Digital Connectivity Services.

Under this model, United acts solely as a commercial facilitator or payment intermediary and will enter into an agreement with an ISP to provide the Digital Connectivity Services to Customer.

United does not own, rent, install, operate, access, maintain, or support the Digital Connectivity Services or any related Hardware and has no ability to access or control Customer data or network traffic.

United does not provide support for Facilitated Offerings.

38.2.3. Limitations

United:

- (i) is not an internet service provider, carrier, common carrier, telecommunications service provider, or telecommunications provider;
- (ii) does not sell, resell, lease, or provide internet access, transport, data transmission services, or backbone services; and
- (iii) does not operate, manage, or control internet connectivity or any communications network as a carrier.

All internet access, performance, availability, routing, throughput, and support of connectivity are provided



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exclusively by the ISP and are subject to the ISP's terms, policies, and acceptable use requirements, which are available upon request and with which Customer will strictly comply.

Customer does not rely on United for network performance, security, regulatory compliance, or availability of internet services. The ISP is solely responsible for internet connectivity, routing, performance, troubleshooting, remediation of outages, security of the ISP's network, content filtering (if any), and any obligations customarily assumed by an ISP.

38.2.4. No Service Level Guarantees

All availability, speed, throughput, latency, quality, and performance characteristics of the Digital Connectivity Services are provided by the ISP, may vary by location, network congestion, radio interference, weather, obstructions, or other factors, and are not guaranteed by United.

No service level agreement, uptime commitment, remedy, or credit is provided by United.

Customer's sole recourse for service availability or performance issues is through the ISP's processes, if any.

38.2.5. Hardware

Customer must not relocate, reconfigure, or modify the Hardware or network parameters without United's (or the ISP's, as applicable) prior written consent.

Decommissioning of any Hardware by Customer must be coordinated with United.

Rented or ISP-provided Hardware must be returned in good condition, normal wear and tear excepted.

38.3. Customer Responsibilities

In addition to Customer's obligations under Section 6, Customer will:

- (a) ensure sufficient electrical power, grounding, and environmental conditions are available;
- (b) secure and protect Hardware from loss, theft, and damage;
- (c) maintain the security of Customer's devices, systems, and applications;
- (d) comply with the ISP's terms, policies, acceptable use requirements, and all posted or communicated network or service rules; and
- (e) promptly notify United and the ISP of any detected service issue.

Customer is solely responsible for:

- (i) the content of communications transmitted over the Digital Connectivity Services;
- (ii) traffic originating from Customer's networks or devices; and
- (iii) any configuration changes Customer makes to the network or Hardware after initial setup.

38.4. Prohibited Uses

Customer will not, and will not permit others to, use the Digital Connectivity Services for:

- (a) infringing intellectual property, privacy, or publicity rights or posting unlawful or harmful content;
- (b) introducing malware or harmful code or sending spam or other unsolicited solicitations;
- (c) bypassing, probing, testing, or otherwise interfering with security or access controls without United's written authorization;
- (d) engaging in phishing, pyramid schemes, deceptive practices, or launching denial-of-service or similar attacks;
- (e) interfering with the Digital Connectivity Services or related networks, imposing unreasonable load, or restricting others' use;
- (f) collecting user data without lawful authority and consent or compromising account security, including sharing credentials; or
- (g) engaging in unlawful activity or acting in any manner not authorized by the Agreement.

38.5. Security; Data

United does not monitor Customer traffic or content and is not responsible for securing Customer devices, applications, or data.

Customer is solely responsible for implementing and maintaining appropriate administrative, physical, and technical safeguards (including encryption, authentication, segmentation, and endpoint protection) commensurate with the sensitivity of Customer's data and operations.

United and/or the ISP may collect technical telemetry, device identifiers, traffic volumes, diagnostic data, and other operational information for provisioning, support, maintenance, security, analytics, and service improvement.

United's handling of personal information, if any, is subject to United's applicable **Privacy Notice**.



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Customer remains responsible for any notices and consents required for Customer's end users.

38.6. Limitation of Liability

United's total aggregate liability arising from or related to the Digital Connectivity Services will not exceed the total amount paid by Customer to United for the Digital Connectivity Services during the twelve (12) months immediately preceding the event giving rise to a claim.

39. ENTIRE AGREEMENT / ONLY AGREEMENT

These terms and conditions, the front of the Agreement, and any Addendum attached thereto represent the entire agreement between Customer and United with respect to the Equipment and the Services.

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.

40. 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 is the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions.

41. 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.

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 limits Customer's right to bring a lawsuit as an individual plaintiff.

42. 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 registered office address on file for United. United shall be entitled to decrees of specific performance (without posting bond or other security) in addition to any other remedies available.

43. OTHER PROVISIONS

43.1. 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.

43.2. 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.

43.3. Customer shall pay the rental and service charges without any offsets, deductions or claims.

43.4. Customer consents to the collection, use and disclosure of their personal identification and financial information as described herein and in United's Privacy Policy located

at <https://www.unitedrentals.com/legal/privacy-policy>. Customer's personal identification and financial



Rental/Lease Agreement Terms and Conditions

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.

43.5. United shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (i) permanent closure of the Store Location; (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government; or (iii) as otherwise set forth in this Agreement.

43.6. 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 affect 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.

44. CRIMINAL WARNING

The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

45. 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 located at <https://www.unitedrentals.com/legal/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.

46. FORCE MAJEURE

United shall not be liable to Customer 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 United shall give notice to Customer 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.

47. 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 below 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.



Rental/Lease Agreement Terms and Conditions

LESSEE: _____

Sign: _____

Print: _____

Title: _____

Date: _____

LESSOR: Enviro Services Rentals, LLC

JC HOLOMON

Trey Towns/ Owner

Chris Holomon/ Equipment Manager