



RENTAL TERMS & CONDITIONS

These Rental Terms & Conditions ("Terms") apply to all rentals of equipment ("Equipment") by Agave Rental & Resources, LLC ("ARR"). By signing a rental document, issuing a PO, accepting delivery, paying an invoice, or using Equipment, the Customer agrees to be legally bound by these Terms.

1. DEFINITIONS

Equipment: All machinery, tools, accessories, attachments, components, parts, and related items rented by ARR, including all associated hardware, consumables, safety devices, and supporting equipment.

Customer: The renting company, individual, or entity, including its employees, representatives, subcontractors, operators, and anyone under Customer's control.

Authorized Personnel: Individuals selected, assigned, or permitted by Customer to operate, move, or supervise the Equipment.

Rental Period: Begins when Equipment is delivered, picked up, released to Customer's carrier, or otherwise made available to Customer, and ends only when ARR confirms receipt, inspection, and acceptance of returned Equipment.

Return Condition: Equipment returned fully assembled, clean, complete, drained, free of contamination, and in the same operational condition as at delivery, subject only to Normal Wear and Tear.

Normal Wear and Tear: Gradual deterioration from proper, intended use. Normal Wear and Tear does *not* include damage from misuse, overloading, improper connections, incorrect pressure, contamination, dropping, crushing, bending, unauthorized repairs, exposure to harmful substances, or any negligent action.

Damage: Any change in condition that impairs function, safety, or integrity of Equipment, including physical, internal, pressure-related, chemical, or environmental damage.

Loss: Equipment that is stolen, missing, unrecoverable, destroyed, or damaged beyond repair.

Replacement Value: The full cost of replacing Equipment new, including freight, taxes, fabrication, labor, sourcing, and administrative costs.

2. AGREEMENT SCOPE & PRIORITY

These Terms govern all rentals, regardless of whether Customer signs a separate document. Customer's purchase order terms, email terms, or field instructions do not modify these Terms unless ARR expressly agrees in writing.

Customer acknowledges that:

- Verbal statements or text messages do not alter obligations;
- The individual accepting delivery has authority to bind Customer;

- Each rental is a separate, binding transaction under these Terms;
- These Terms supersede any conflicting documentation supplied by Customer.

ARR may update these Terms at any time. The version in effect on the Rental Period start date applies.

3. RENTAL PERIOD, RATES & CHARGES

3.1 Rental Period Start: The Rental Period begins upon the earliest of:

- Delivery to Customer's jobsite or facility;
- Pickup by Customer or its carrier;
- Release of Equipment for Customer loading;
- Equipment being staged or loaded per Customer's request.

3.2 Rental Period End:

The Rental Period ends only when ARR:

- Physically receives the Equipment at an ARR location;
- Verifies all accessories are returned;
- Inspects Equipment and accepts its condition.

A call-off, text message, or verbal return instruction does *not* stop billing.

3.3 Billing Structure:

- Daily/weekly/monthly billing applies based on stated rates;
- Minimum rental charges apply regardless of actual usage;
- Off-rent adjustments require ARR confirmation.

3.4 Additional Charges:

Customer shall pay for:

- Delivery, pickup, transportation, loading/unloading;
- Failed delivery or failed pickup attempts;
- Excessive wear from harsh environments or multi-shift use;
- Cleaning, decontamination, hazardous material removal;
- Replacement of missing parts, accessories, cables, connectors, or components;
- Damage repair costs;
- Environmental cleanup caused by Customer operations.

3.5 Continued Rental Charges:

Rental charges continue until Equipment is:

- Returned in acceptable condition, OR
- Replaced by Customer at full Replacement Value in case of Loss.

4. PAYMENT TERMS

4.1 Invoices & Due Dates:

Invoices are due Net 30 unless otherwise agreed in writing.

Customer must pay all rental and service charges regardless of:



- Weather;
- Jobsite delays;
- Non-use;
- Standby time;
- Equipment unsuitability caused by Customer error.

4.2 Late Payments:

Past-due balances accrue interest at 1.5% per month or the maximum allowed by law.

4.3 Disputes:

Invoice disputes must be submitted in writing within 5 business days. Undisputed amounts must be paid on time.

4.4 Collection Costs:

Customer agrees to pay all costs incurred by ARR in collecting unpaid amounts, including:

- Attorney fees;
- Court costs;
- Filing fees;
- Recovery expenses;
- Third-party collection agency fees.

4.5 Returned Payments:

Returned checks, rejected ACH payments, or payment reversals may be subject to administrative fees.

5. DELIVERY, ACCESS & INSPECTION

5.1 Delivery Requirements:

Customer must provide:

- Safe, accessible delivery roads and jobsite conditions;
- Adequate space for trucks and trailers;
- Proper equipment or manpower to unload;
- Clear instructions and access permissions.

5.2 Failed Delivery Conditions:

If Equipment cannot be delivered due to unsafe access, missing personnel, blocked routes, or jobsite issues, Customer may be billed for:

- Standby time;
- Failed delivery charges;
- Rescheduled delivery.

5.3 Customer Inspection:

Customer must inspect Equipment upon delivery and notify ARR of any defects, missing parts, or discrepancies within 24 hours.

Failure to do so means Customer accepts Equipment “as delivered.”

5.4 Risk Transfer:

Risk of loss transfers to Customer upon delivery, pickup, or release to Customer’s carrier, regardless of signature.

6. USE, OPERATION & SAFETY

Equipment must be used:

- Only for its intended purpose;
- Only by trained, competent operators;
- Within manufacturer specifications and safety limitations;
- In compliance with all laws, regulations, and PPE requirements.

Customer is responsible for:

- Ensuring authorized personnel operate Equipment correctly;
- Monitoring load limits, pressure limits, duty cycles, and gauges;
- Preventing over-pressurization, contamination, or misuse;
- Maintaining safe jobsite conditions and equipment setup.

Customer shall NOT:

- Modify, alter, or tamper with Equipment;
- Remove labels, guards, safety devices, or identification;
- Sublease, loan, or assign Equipment to others;
- Move Equipment to another site without ARR approval;
- Use Equipment in hazardous or corrosive environments without notice.

Customer is solely responsible for all jobsite operations and the safe integration of Equipment into its workflow.

7. MAINTENANCE, CLEANING & DAILY CARE

Customer must perform routine daily inspections, including:

- Checking all pressure indicators, gauges, and connectors;
- Inspecting components for damage, wear, and leaks;
- Ensuring proper lubrication or fluid levels (if applicable);
- Cleaning debris, mud, grease, chemicals, or buildup;
- Protecting Equipment from weather, theft, and damage.

Equipment must be returned:

- Clean and decontaminated;
- Complete with all accessories;
- In safe, working order;
- With all protective caps and connectors in place.

Customer is responsible for all damage beyond Normal Wear and Tear, including:

- Crushed or bent components;
- Damaged connectors or threads;
- Internal contamination;
- Blown seals, gauges, hoses, or fittings;
- Electrical or mechanical damage due to misuse.

Unauthorized repairs are prohibited and may result in full charges.

8. RISK OF LOSS, DAMAGE & THEFT

Customer assumes all risk of loss or damage for the entire Rental Period.

8.1 Loss or Theft:

Customer must:

- Notify ARR immediately;
- File a police report promptly;
- Provide the report and case number;
- Fully cooperate in investigation or recovery.

8.2 Damage:

ARR will determine whether damage is:

- Normal Wear and Tear;
- Chargeable damage;
- Total loss.

Customer must pay for:

- Full repair costs;
- Replacement Value if Equipment is totaled or lost;
- Rental charges until payment or return.

9. INSURANCE REQUIREMENTS

Customer must maintain insurance throughout the Rental Period, including:

- General Liability: Minimum \$1,000,000 per occurrence;
- Property or Inland Marine: Full Replacement Value for rented Equipment;
- Commercial Auto (if transporting Equipment).

ARR must be listed as:

- **Additional Insured** (liability);
- **Loss Payee** (property/inland marine).

Insurance does not limit Customer's liability for damage, loss, or misuse.

10. INDEMNIFICATION & LIABILITY

Customer shall defend, indemnify, and hold ARR harmless from all losses, claims, suits, penalties, damages, injuries, and expenses (including attorney fees) arising out of:

- Use, misuse, or possession of Equipment;
- Jobsite conditions;
- Improper installation, operation, or storage;
- Environmental spills or incidents;
- Transportation, loading, or unloading;
- Customer's negligence or breach of these Terms.

ARR is not responsible for:

- Jobsite delays;
- Loss of profits;
- Consequential or incidental damages;
- Operator error;
- Incompatibility between Equipment and Customer operations.

This obligation survives termination.

11. DEFAULT & REMEDIES

Customer is in default if it:

- Fails to pay any amount when due;
- Misuses or damages Equipment;
- Fails to maintain insurance;
- Refuses or delays return;
- Provides false information;
- Becomes insolvent or bankrupt.

Upon default, ARR may:

- Terminate rental immediately;
- Enter any property to recover Equipment;
- Invoice repair costs or Replacement Value;
- Accelerate all unpaid rental charges;
- Recover attorney fees and legal costs;
- Pursue any available remedies.

Customer grants ARR access rights to all locations where Equipment is stored or used.

12. GOVERNING LAW & VENUE

These Terms are governed by the laws of the State of Texas.

All disputes must be resolved exclusively in Ector County, Texas.

13. ACCEPTANCE OF TERMS

Customer accepts these Terms by:

- Signing a rental agreement;
- Issuing a PO;
- Accepting delivery;
- Paying an invoice;
- Using Equipment.

These Terms are governed by Texas law.

All disputes must be resolved exclusively in Ector County, Texas.

15. ACCEPTANCE OF TERMS

Customer accepts these Terms by placing an Order, paying any amount, signing any document, accepting delivery, or using the Goods.