Grip it, Rip It, Rentals LLC

3694 South 500 West STE.A

Salt Lake City, Utah 841 15 EQUIPMENT RENTAL AGREEMENT www.gripitripitrentals.com

Renter Information

Name

Billing Address

City

state

Zip

Code

 Phone Fax



Email

This Rental Agreement, together with the Grip it Rip it Rentals Terms of use (https://gripitripitrentals.com/) Privacy Policy Rental Confirmation Documents (defined herein) which are hereby incorporated into this Rental Agreement in their entirety (collectively the "Agreement"), is between the renter identified above Center') and Grip it Rip it Rentals.

This Agreement sets forth the terms and conditions governing Renter's rental of equipment, including all parts, tools and accessories, from Grip it Rip it Rentals (collectively the "Equipment"); provided that the Equipment shall not be deemed to include vehicles that will be used by Renter on public highways or byways. Vehicles that will be used on public highways or byways are subject to Grip it Rip it Rentals standard for On-Road Vehicle Rental Agreement. For avoidance of doubt, the parties agree that this Agreement shall govern all future rentals Of Equipment by Renter from that date hereof unless it has been superseded or amended by a new rental agreement, or by another writing in accordance with Section 16 below. By entering this Rental Agreement, Renter represents that Renter has read and agreed to the Terms of Use, Privacy Policy and Rental Protection Plan (if purchased) and understands that their terms are legally binding on Renter.

Section 1 Rental Period

The Rental Period will begin upon delivery of Equipment to Renter (unless otherwise agreed to) and end at the earlier of when

Renter calls or texts Grip it Rip it Rentals to schedule pick-up of the Equipment or 28 days after the beginning of the Rental Period. If Renter has not scheduled the Equipment to be picked up by the end of a given Rental Period, the Rental Period will automatically renew for an additional 28-day Rental Period. Renter may decrease the length of any renewal Rental Period by scheduling pick up of the Equipment prior to the expiration of the Rental elect to not renew the Rental Period at any time by notifying Renter prior to the expiration of the current Rental Period. Grip it Rip it Rentals have the right to replace the Equipment with other similar equipment at any time and for any reason.

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Except for COD customers (as determined Grip it Rip it Rentals its sole discretion), Renter w411 be billed for all rental and other charges accumulated during the Rental Period at the conclusion of the Rental Period. Payment of the invoice(s) is due by the date Indicated on the invoice. This record and the obligations evidenced or secured hereby are subject to the security Interest of Capital One, National Association and Citibank, N.A. each as agent for the benefit of certain secured parties and any sale or other disposition violates the rights of Capital One, National Association and Citibank, N.A.

The total charges specified in this Agreement are: (a) estimated based upon Renter’s representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Renter to Grip it Rip it Rentals; and (b) for the Equipment's use for One Shift, unless otherwise noted. one Shit means not more than 8 hours per day. 40 hours per week and 160 hours every 4-week period. Hours accrued on machines more than One Shift will be charged an overage fee assessed at the daily rate of the contract. Rental charges accrue during Saturdays, Sundays and holidays. Rental rates for the Equipment be set forth in the applicable purchase order confirmation. Description of equipment, and/or schedule (each a "Rental Confirmation Document) issued to Renter in connection with each rental of Equipment pursuant to this Agreement.

Renter agrees that it will be bound by and pay the rates set forth in any Rental Confirmation Document unless it notifies Grip it Rip it Rentals that there is an error in the Rental Confirmation Document within twenty-four (24) hours of such Rental Confirmation Document being sent to Renter’s email address or otherwise delivered to Renter.

 Section 3 Taxes other Fees

The rental rates do not include, and Renter is responsible for determining and paying all sales, use, other applicable taxes, end any personal property tax surcharges or recovery fees that Renter may owe as a consequence or renting the Equipment and using any associated services provided by Grip it Rip it Rentals but not limited to, environmental recovery fees, consumables, licenses, and delivery fees.

Delivery fees will be calculated based on the type of Equipment being delivered or picked up, the requested delivery and pickup time, the distance of the delivery or pickup. and other relevant considerations. Delivery and pickup charges will be negotiated with the Renter prior to the pickup or delivery Grip it Rip it Rentals may assess a surcharge for credit card transactions except in states where surcharges are not allowed

Section 4 Technology and data

Grip it Rip it Rentals has created an advanced telematics platform that collects information from telematics devices on equipment and retains such information related to the operation and maintenance of equipment and enables the Renter to access and utilize that data through an intuitive and user-friendly interface on certain enabled equipment. Renter acknowledges that the devices and T3 collect, record, store and transmit Information about the Equipment, user and use of the Equipment Including equipment settings, speed. geolocation. maintenance history and status, Equipment performance, inspection data, diagnostic data, engine alerts, error codes, activity logs. hours of operation data, usernames and certifications, and more (collectively "Renter Data"). Telematics devices transmit all collected Renter Data to a central server or servers so that the data can be accessed by Renter via T3. Access to certain T3 services is included in the rental charges billed to Renter. Renter shall retain ownership of all rights. title and interest in and to the Renter Data associated with Renter's account. Renter hereby grants to Grip it Rip it Rentals worldwide, royalty-free, fully paid, transferable. assignable, sub-licensable (through multiple tiers). perpetual license to collect, analyze, use, and otherwise exercise control over all Renter Data, including the right to share Renter Data with its subsidiaries, affiliates, partners and/or others authorized by Grip it Rip it Rentals. Grip it Rip it Rentals. Has no obligation under this Agreement to provide Renter with the Renter Data except pursuant to the terms of-this Agreement. Renters access T3 and the ability of the telematics devices to communicate with and transmit data to the Grip it Rip it Rentals may be interrupted or otherwise adversely affected by the location of the Equipment, weather conditions. issues with partners' cellular networks and GPS satellite networks. as well as numerous other factors. Certain features T3 may not function or be available for all types of equipment. Additionally, grip it rip it Rentals may, from time to time. need to interrupt Renter’s access to T3 to perform system maintenance, testing or for other purposes and may not always be able to give Renter advance notice prior to such service interruptions. Renter agrees and understands that Grip it Rip it Rental will not be liable for any loss or unavailability of Renter Data or T3 access. Grip it Rip it Rentals reserves the right to introduce new technology, features, or services at any time to T3 and charge additional fees for those services

Grip it Rip it Rentals reserves the right to modify T3 at any time including the option to remove, add or modify technology, features, or services. Grip it Rip it Rentals reserves the right to immediately suspend or discontinue access to T3 for any reason at any time, including for nonpayment of an; monies due Grip it Rip it Rentals without penalty or liability.

 Section 5 Protection Plan Prepayment Deposit

Renter must comply with the requirements set forth in Section 6 of this Agreement and provide Grip it Rip it Rentals proof of insurance meeting the property insurance coverage requirements specified therein and maintain current proof of Insurance on file with Grip it Rip it Rentals the Equipment is on-rent. Grip it Rip it Rentals may require Renter to purchase Rental Protection Plan ("RPP") coverage during any rental term where renter has not provided Grip it Rip it Rentals proof of current property insurance coverage. Subject to the terms and conditions of the RPP. If RPP coverage has been purchased, Renter will only be responsible for the first $1,000.00 of any loss, damages, or destruction of the Equipment.

Section 6 Required Insurance Coverage

Renter will maintain and carry, from the time Renter takes possession of the Equipment or the Equipment is delivered to Renter (whichever is earlier) until the time the Equipment is picked up from Renter by Grip it Rip it Rental or otherwise returned to Grip it Rip it Rentals care, custody and control, at Renters sole cost and expense, the following insurance:

1. Comprehensive or Commercial Form General Liability Insurance including, but not limited to, coverage for any property damage, bodily injury, personal injury, death. and contractual liability with a minimum limit of liability of $1.000,000.00 per occurrence and $2,000,000.00in the aggregate; and
2. Automobile Liability Insurance if Renter will be transporting with their own vehicle or trailer the Equipment on any public highways or byways, including reinsured and uninsured motorist coverage, Mith a minimum combined single limit of liability of $1.000,000.00 per occurrence for bodily injury, personal injury, death and/or property damage.

Renter will also:

1. Carry Property Insurance with a minimum limit of liability of $100,000.00 per occurrence for damage or losses to Equipment: or
2. If Renter falls to satisfy the requirements set forth In this Section Grip it Rip it Rentals reserves the right to Invoice Renter for the RPP, however, RPP is not insurance and Renter remains responsible for pursuing all claims for liability under this Agreement with its insurer even if no Certificate of Insurance has been provided to Grip it Rip it Rentals

All insurance policies described above must contain or be endorsed to contain. the following provisions:

1. Grip it Rip it Rentals and its officers, directors. employees, agents, representatives, and assigns are to be covered as additional Insureds on the general liability and automobile liability insurance policies and as loss payees on the property insurance policy.
2. The Equipment Owner and his, her or Its officers, directors, employees, agents, representatives, and assigns are to be covered as additional insureds on the general liability and automobile liability insurance policies and as loss payees on the property insurance policy,
3. A waiver of rights of recovery against Grip it Rip it Rentals and the Equipment Owner. and their insurers, by the Renter and its insurers as well as a waiver of subrogation against Grip it Rip it Rentals. Equipment Owner, and their insurers; and
4. A provision that Grip it Rip it Rentals must receive at least 30 days’ written notice prior to any cancellation or change in Renter’s coverage. 

Renter shall exercise all rights available under its insurance policies required by this Section 6 and take all actions necessary to process and pursue all insurance claims against those policies in force at the time of the rental and/or loss. Grip it Rip it Rentals reserves the right to require Renter to submit Certificates of Insurance and/or Letters of Endorsement verifying that Renter holds and carries policies meeting the above criteria and containing the specified endorsements.

## Section 7 Inspection of Equipment and Acceptance

Renter represents and warrants that Renter is capable of and qualified to inspect the Equipment to determine its condition, state of repair, whether it Is in good working order, safe to use and suitable for Renters intended use. RENTER FURTHER REPRESENTS THAT PRIOR TO TAKING POSSESSION OF THE EQUIPMENT AND BEFORE ATTEMPTING TO USE THE EQUIPMENT

# (EXCEPT TO THE EXTENT NECESSARY TO PERFORM SUCH INSPECTION) THAT IT HAS INSPECTED THE EQUIPMENT

AND FOUND IT TO BE IN GOOD WORKING ORDER AND REPAIR AND FIT FOR RENTER'S INTENDED USE. RENTER WILL BE DEEMED TO HAVE ACCEPTED THE EQUIPMENT AT THE TIME IT TAKES POSSESSION THEREOF, EITHER BY PICKING UP THE EQUIPMENT AT AN GRIP IT RIP IT RENTALS RENTAL YARD OR BY DELIVERY OF THE EQUIPMENT TO RENTER'S JOBSITE ("DELIVERY ADDRESS').



1. Renter represents and warrants that Renter is qualified to operate the Equipment and has obtained all necessary licenses, certifications, credentials. permits and variances required by the jurisdiction(s) in which Renter will operate the Equipment for operation of the Equipment and Renter's intended use of the Equipment and has met any other requirements or conditions set by such jurisdiction(s).
2. Renter represents and warrants that only Renter or Renter's qualified agents or employees operating under Renter's direct supervision will operate the Equipment and that Renter has verified that every employee and agent who will be operating the Equipment has satisfied all requirements and conditions for operation of the Equipment set by the jurisdiction(s) where the Equipment will be operated including, but not limited to. obtaining any required licenses or certifications.
3. Renter represents and warrants that Renter's use of the Equipment will be for legal purposes only and that Renters use of the Equipment will comply with all applicable federal. state, 10(21 and other lav.z. rules, directives, regulations, ordinances, and requirements. RENTER AGREES TO DEFEND. INDEMNIFY AND HOLD GRIP IT RIP IT RENTALS HARMLESS FROM ALL FINES, PENALTIES AND COSTS INCURRED BY GRIP IT RIP IT RENTALS FOR RENTER'S FAILURE TO COMPLY.
4. Renter represents and warrants that the Equipment will only be used and stored at the Delivery Address identified In the Rental Confirmation Document and the Equipment may not be driven or operated on public highways or byways. If at any time during the Rental Period, Renter wants to use or store the Equipment at another location(s), Renter may request permission from Grip it Rip it Rentals to use or store the Equipment at the additional location(s) by sending an email to

Gripitripitrentals@gmail.com. Renter may not use or store the Equipment at the additional location(s) unless and until Renter receives a confirmation email from Grip it Rip it Rentals approving the additional location(s).

1. Renter represents and warrants that Renter is familiar with the manufacturers specifications for the Equipment as contained in the manufacturer’s operations and maintenance manual or other similar guide or manual, is qualified and able to perform any routine maintenance required or recommended by the manufacturer for the Equipment. and will perform. At Renter's expenses, any such required or recommended maintenance in the manner and at the intervals specified or recommended by the manufacturer. For the avoidance of doubt, routine maintenance Shall not include oil changes, hands-on inspections, or repairs to the Equipment. and those functions shall be performed by a qualified Grip it Rip it Technician. Renter shall immediately notify Grip it Rip it Rentals any such actions are required. Routine maintenance that is the responsibility of Renter, shall include. without limitation. daily walk around safety inspections and visible inspections for damage or loose components, greasing all grease points. using proper fuel and DEF fluids. and maintaining oil, coolant. and tire pressure levels in accordance with manufacturer recommendations. Renter further represents and warrants that Renter will not (i) make any changes, adjustments or alterations to the Equipment (other than in connection with the performance of Renter's maintenance requirements set forth above) or (ii) use the Equipment in a manner that is likely to result in anything other than ordinary wear and tear of the Equipment and Renter acknowledges that, except as otherwise provided In this Agreement, Renter will be solely responsible for any damages to the Equipment beyond ordinary year and tear. Ordinary wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a One Shit basis, unless otherwise agreed. The following shall not be deemed ordinary wear and tear: (1) damage resulting from lack of lubrication, Insertion of improper or dyed fuel, or maintenance of necessary 011, water and air pressure levels; (2) any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (3) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (4) damage in the nature of dents, bending. tearing, staining, corrosion or misalignment to or of the

Equipment or any part thereof; (5) wear resulting from use more than shifts for which rented; and (6) any other damage to the

Equipment which is not considered ordinary and reasonable in the equipment rental industry. Notwithstanding the foregoing, Renter agrees Grip it Rip it Rentals be permitted during the Rental Period to perform inspections, tests, and any necessary repairs or alterations to the Equipment as necessary for Grip it Rip it Rentals to comply with applicable lava and regulations, and Renter hereby grants Grip it Rip it Rentals an Irrevocable right to enter the premises where the Equipment Is located to perform such inspections, tests, repairs, and/or alterations.

1. Renter represents and warrants that if at any time the Equipment is involved in an accident, suffers a malfunction, becomes unsafe, or is damaged Renter shall immediately (i) cease using the Equipment and (ii) notify Grip it Rip it Rentals. If such condition is the result of a defect in the Equipment, Grip it Rip it Rentals if possible. repair the Equipment or replace the Equipment with similar equipment. Renter's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accrued during the Erne the Renter was not able to use the Equipment due to failure or defect.

Grip it Rip it Rentals no obligation to repair or replace Equipment that was damaged due to negligence, misuse, abuse, or neglect.

## Section 9 Risk of Loss and Indemnification

RENTER SHALL BE RESPONSIBLE FOR ALL LOSSES TO THE EQUIPMENT, UP TO THE FULL REPLACEMENT VALUE OF

THE EQUIPMENT, DAMAGE OR INJURY CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION, POSSESSION OR USE, FROM THE TIME RENTER TAKES POSSESSION OF THE

# EQUIPMENT OR THE EQUIPMENT IS DEUVERED TO RENTER (WHICHEVER IS EARLIER) UNTIL TIME EQUIPMENT IS PICKED UP FROM RENTER BY GRIP IT RIP IT RENTALS OR OTHERWISE RETURNED TO GRIP IT RIP IT RENTALS CARE,

CUSTODY AND CONTROL RENTER IS RESPONSIBLE FOR ALL DAMAGE INCLUDING TIRES. A CLEANING CHARGE

WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PANT. A FUEL CHARGE WILL BE APPLIED TO ALL UNITS NOT RETURNED FULL OF FUEL. IN NO EVENT SHALL Grip it Rip it Rentals BE LIELE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DANAOES.

A "Loss" is any loss to the Equipment including, but not limited to losses caused by then, accident. misuse, damage (Other than ordinary wear and tear) or destruction of the Equipment.

After a Loss occurs. Renter shall immediately. (a) notify Grip it Rip it Rentals of the Loss; (b) notify the police of the Loss if the Loss is due to then or other applicable cause(s); (c) secure and maintain the Equipment unless it is not safe to do so; (d) cooperate with Grip it Rip it Rentals and/or its agents and local law enforcement in investigating the Loss; and (e) in addition to all sums otherwise owed under this Rental Agreement and. except as modified by Renters purchase of the Rental Protection Plan, pay Grip it Rip it Rentals the fun cost of repairs for any damages to the Equipment or, if the Equipment is lost. stolen or destroyed. pay to Grip it Rip it Rentals the full replacement cost of the Equipment.

TO THE FULLEST EXTENT PERMIITED BY LAW, RENTER AGREES TO INDEMNIFY. DEFEND AND HOLD

Grip it, Rip it Rentals, AND ANY 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, ATTORNEYS 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 OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST

GRIP IT RIP IT RENTALS BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, RENTER SHALL

NOT BE OBLIGATED TO INDEMNIFY GRIP IT RIP IT RENTAL FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY

CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF GRIP IT RIP IT RENTALS. IN

# FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNIT PROVISIONS IN THIS AGREEMENT, RENTER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT (N ANY WAY

BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR EMMUNITY RENTER 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.

Nothing in this Section shall be construed to waive, limit. or otherwise reduce Renter's liability for any loss, damage, or injury arising out of Renter's possession, custody, operations and use of the Equipment. including liability to third parties.

Section 10 Disclaimer of Warranties

# GRIP IT RIP IT RENTALS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE

EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS

SUITED FOR RENTER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, GRIP IT RIP IT RENTALS DISCLAIMS ALL WRRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL AGREEMENT.

## Section 11 Default

Renter shall be in default of this Agreement if Renter fails to pay any rent charges or other charges or fees when due or if Renter breaches any other terms of this Agreement, or if Renter becomes insolvent or ceases to do business as a going concern, or if a petition of bankruptcy is filed by or against Renter. If the Renter is considered in default of this Agreement, Grip it Rip it Rentals reserves the right to file Mechanic liens and/or claim on any bond, on any and or all Equipment leased, subject to all state and local ordinances in relations to the filing and claim on any lien/bond. All notifications will be sent via certified mail to any applicable party including, but not limited to, a general contractor, property owner, and subcontractors. Any applicable fees, charges and interest due at time of claim are the responsibility of the Renter and shall be included in the total amount owed. All past due accounts are subject to a 1.5% finance charge on all invoices 30 days or more past due, which is an annual percentage rate of 18%. Renter agrees to pay all costs of collections, including attorney’s fees and court costs, whether a lawsuit is filed.

Renter also agrees that in the event of Renters default Grip it Rip it Rentals shall have, in addition to all rights and remedies at law or in equity, the right to enter onto the property where the Equipment is being held and to all actions necessary to repossess the Equipment without legal process or notice. Renter hereby consents to such repossession and waives all claims for damages and losses caused by such repossession and shall pay all costs and expenses incurred by Grip it Rip it Rentals in repossessing the Equipment. This Agreement Is governed by the laws of the State of Utah, without regard to its conflict of laws principles. Renter and Grip it Rip it Rentals agree that exclusive jurisdiction and venue for any suit or collection action to enforce the terms of this Agreement in Salt Lake City, Utah

# 12 Returned Payment

Should a payment on any account be returned by the bank for any reason, there will be a fee imposed by Grip it Rip Rentals of $15 to be due immediately. further. Any account(s) that have a check returned by the bank shall be immediately suspended from credit terms and placed on a COD payment status for no less than 30 calendar days. Review of said account is subject to approval by Grip it Rip it Rentals Collections Manager.

## Section 13 Credits Accounts

All accounts are subject to suspension from credit at any time at the discretion of Grip it Rip Rentals if they become outstanding beyond established and approved credit limits or become delinquent outside of the agreed upon credit terms. Reinstatement of credit terms is at the discretion Grip it Rip it Rentals Should an account be referred to Collections," all legal fees, attorney fees. and collection fees associated with the collection of the outstanding debt. shall become the sole responsibility of the Renter and subject to any interest accrued per this Agreement.

## Section 14 Assignments

Renter shall not sublease, sub-rent. assign, loan, pledge as collateral, or otherwise encumber the Equipment or assign or attempt to assign any interest in the Equipment without prior 'Mitten authorization from Grip it Rip it Rentals, and any attempt to do so shall be void. Grip it Rip it Rentals can freely assign this Agreement and its rights hereunder to affiliates and third parties.

## Section 15 Tittle and subordination

Title to the Equipment does not transfer to Renter, and Renter understands and agrees that Renter's rights to the Equipment pursuant to this Agreement are subordinate to the rights of any bank. lender or other secured party holding a line or other security interest against the Equipment. Renter shall keep the Equipment free and clear of all mechanics liens and other encumbrances.

## \*Section 16 only. Agreement: Counterparts

This Agreement along with any subsequent Rental Confirmation Documents represent the entire agreement between Renter and Grip it Rip it Rentals with respect to Renter’s rental of Equipment from Grip it Rip it Rentals. Any terms and conditions, whether oral or written, contained in any customer issued purchase order or similar document, are rejected by Grip it Rip it Rentals the extent they are inconsistent with or different from the terms contained herein. The terms and conditions of this Agreement shall control over any conflicting terms contained in a Rental Confirmation Document, customer purchase order or similar document. This Agreement may only be altered, modified, amended or superseded by a writing signed by authorized representatives of each party hereto.

Renter agrees that, if Renter elects to sign this Agreement using electronic signatures, the electronic signatures, whether digital or encrypted, of the respective signatories hereto are intended to authenticate such signatures and to have the same force and effect as the use and delivery of manual signatures and give rise to a valid, enforceable, and fully effective agreement to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any other similar state laws, acts, or statutes based on the Uniform Electronic Transactions Act. Renter may sign this Agreement manually or electronically, and the Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which. when taken together, shall constitute one and the same Agreement.

## Section 17 Waiver & Severability

Grip it Rip it Rentals failure to enforce a provision of this Agreement is not a waiver of its right to do so later. If a provision of this Agreement is found to be unenforceable. the remaining provisions of this Agreement will remain in full force and effect.

I acknowledge and affirm that I have fully read, fully understood, and agree to be bound by the terms and conditions contained In this Rental Agreement the Grip it Rip it Rentals Terms of Use and Privacy Policy, that I am over 18 years of age, that, If signing the Agreement electronically I agree to use Electronic Records and Signatures, and that I have the power and authority to enter into this Rental Agreement for the rental of the Equipment, including all parts and accessories, as well as any additional Equipment Renter may subsequently rent from or through Grip it Rip it Rentals.

CUSTOMER:

By:

Title: Authorized Signer

Renters Insurance card policy number

Renters Insurance Provider company name and Agent number