

FWS RENTS, LLC
GENERAL CONDITIONS OF EQUIPMENT RENTAL CONTRACT

RENTAL PERIOD: The rental period shall begin and end on the dates mutually agreed upon in writing by FWS Rents, Inc and the RENTER (such as via signed agreement, invoice, or email confirmation). All rentals are charged on a **daily basis**, with each daily rental period allowing for a maximum of **8 hours** of equipment use per calendar day. Weekly terms should not exceed **40 hours** and monthly terms should not exceed **160 hours**.

If the RENTER exceeds 8 hours of usage within any single day, additional charges will apply based on the hourly overage rate. For example, if the RENTER uses the equipment for 10 hours in one day, they will be charged for 2 additional hours.

Late returns may also be subject to additional charges as outlined in this Rental Contract.

No refunds or discounts will be given for rented equipment that wasn't used. Returning the equipment does not mean FWS Rents, LLC gives up any of its rights under the rental contract.

RENTAL CHARGES: The RENTER must pay the full rental amount for each piece of equipment listed, for the entire rental period. Daily rates are charged for every calendar day, even if the equipment isn't used. The daily rate includes up to 8 hours of use per day. If the equipment is used for more than 8 hours, extra charges will apply.

PAYMENT TERMS: All charges are due in full at the time of rental. No equipment will be released to the Renter until payment has been received and processed.

EQUIPMENT LOCATION AND USE: The RENTER must not move the equipment from the address listed in the rental contract without FWS Rents, LLC's permission. Upon request, the renter must tell FWS Rents, LLC exactly where the equipment is located. Renter shall not use the equipment for any unlawful, hazardous, or unintended purpose.

INSPECTION: The RENTER must provide the equipment's location when asked. FWS Rents, LLC or its representatives can visit the site at any reasonable time to inspect the equipment. If they believe the equipment is being overused, misused, or not properly maintained, they may remove it without notifying the RENTER

MAINTENANCE AND OPERATION: The RENTER must use the equipment carefully and avoid rough or careless use. The RENTER is responsible for keeping the equipment in good working condition at their own expense and must return it in the same condition as when rented, except for normal wear and tear. The RENTER is fully responsible for using the equipment safely and only as intended by the manufacturer.

REPAIRS DUE TO DAMAGE, LOSS, OR THEFT: Renter is fully responsible for any loss, theft, or damage to the equipment during the rental period, no matter the cause, except for normal wear and tear from proper use. If the equipment is lost, stolen, or damaged, FWS Rents, LLC will decide whether it will be repaired or replaced. Renter must pay all costs related to the repair or replacement, including parts, labor, transportation, and any other related expenses. FWS Rents, LLC will send an invoice, and the amount listed must be paid promptly. The amount determined by FWS Rents, LLC is final.

FWS Rents, LLC is not responsible for any loss or damage to the renter's property, materials, or equipment—or that of their employees, agents, or suppliers—while under the renter's control.

CONDITION OF EQUIPMENT UPON RETURN: The equipment must be returned in the same condition as received, allowing for normal wear from reasonable use. If it is returned excessively dirty or in poor condition, a cleaning fee will be charged. If the fuel tank is not full upon return, the RENTER will be charged a refueling fee.

NO SUBLETTING OR ASSIGNMENT: The RENTER may not sublet the equipment or transfer any part of this contract without FWS Rents, LLC's permission.

DISCLAIMER OF WARRANTIES: THE EQUIPMENT IS PROVIDED "AS IS" AND "WHERE IS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

FWS Rents, LLC makes no warranty of any kind regarding the rented equipment, except that FWS Rents, LLC shall replace the equipment with identical or similar equipment if the equipment fails to operate to accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after Renter returns the non-conforming equipment.

FWS Rents, LLC further disclaims any liability whatsoever for loss, damage, or injury to Renter or third parties as a result of any defects, latent or otherwise, in the equipment.

INDEMNITY: Renter agrees to protect, defend, and hold FWS Rents, LLC, its affiliates, officers, employees, and agents harmless from any and all claims for injury to persons or damage to real or personal property of any kind, as well as any claims related to repossession of the equipment. This includes any indirect, consequential, or special damages, including those arising from any alleged breach of warranty. Renter shall pay all reasonable attorney and other fees, the expenses and costs incurred by FWS Rents, LLC in protection of its rights under the Equipment Rental Contract and for any action taken by FWS Rents, LLC to collect any amounts due FWS Rents, LLC under this contract.

RISK OF LOSS: FWS Rents, LLC is not responsible for any loss or damage to the renter's property, materials, or equipment—or that of their employees, agents, or suppliers—while under the renter's control.

The RENTER is encouraged to get insurance to cover these risks. Both the RENTER and their insurance company give up the right to seek repayment from FWS Rents, LLC for such losses.

AUTHORIZATION AND AGREEMENT OF TERMS: The RENTER agrees to follow all terms listed in the General Conditions of Equipment Rental Contract.

The RENTER may not use the equipment as collateral or transfer any interest in it. FWS Rents, LLC can end the rental contract immediately if the RENTER fails to make payments on time or files for bankruptcy.

The RENTER authorizes FWS Rents, LLC to charge any payment method on file for all amounts due, including but not limited to rental charges, overtime, damages, cleaning, fuel, late fees, legal costs, and collection expenses.

ENTIRE AGREEMENT: This contract is the complete agreement between FWS Rents, LLC and the RENTER It can only be changed or updated with a written agreement signed by both parties.