



CTCR, INC. TERMS OF RENTAL AGREEMENT ("AGREEMENT")

This Agreement, together with each Rental Contract, set forth the rental terms and conditions between the Customer "Lessee" and CTCR, Inc (CTCR) "Lessor". The Agreement includes indemnification clauses and limitations on CTCR's liability to Lessee. If Lessee accepts delivery of or uses the Equipment or makes payment for the same, Lessee agrees to be bound by the Rental Contract and Agreement, even if a Rental Contract has not been fully executed by Lessee. Unless approved by an executive leader of CTCR in writing, CTCR objects to and rejects all additions, exceptions, or changes to the Rental Contract or Sales Agreement, whether contained in any printed form of Customer or elsewhere. Any terms and conditions on the Customer's internet site, attached to an invoice, or a payment, contained in a proposal or report, or purchase order will be null and void and have no legal effect on CTCR.

DEFINITIONS. "Customer" and "Lessee" may be used interchangeably and means the person, firm, organization, partnership, corporation, trust, or other entity renting Equipment from CTCR, including but not limited to Lessee's employees, agents, and contractors. "Lessee Location" means the location where the Equipment will be located throughout the Rental and is identified on the Rental Contract. "Equipment" means the equipment identified on the Rental Contract, Delivery Ticket, and other similar items rented to Lessee. "Rental" means the Lessee's rental of the Equipment which is the subject of this Agreement. "Rental Charge(s)" means the rates and charges payable by Lessee for the Rental as outlined in the Rental Contract. "Rental Contract" means the document provided to Lessee, whether in person at a CTCR Location, online via CTCR's website, or at the time the Equipment is delivered or made available to the Lessee, which incorporates this Agreement, and includes the details of the Equipment, the Rental Charges, any other applicable charges, the expected Rental Period, and the Lessee Location. "CTCR Location" means the CTCR address outlined in the Rental Contract.

AUTHORITY OF LESSEE. The individual signing this Agreement on behalf of Lessee warrants that the individual is of legal age and has the power and authority to sign the Agreement on their behalf and to bind the Lessee.

LESSEE INSPECTION. Lessee acknowledges that Lessee is responsible for inspecting the Equipment upon delivery to confirm the Equipment is in good condition, safe and serviceable, and is suitable for Lessee's intended use. If, after inspection, Lessee has an objection to the Equipment, Lessee must notify CTCR immediately in writing and before use of the Equipment. Lessee agrees that should Lessee fail to notify CTCR of any objection, it will be conclusively presumed that the Equipment is in good working condition and Lessee is satisfied with and has accepted the Equipment for all purposes.

LESSEE LOCATION. Lessee shall keep Lessor always advised as to the location of the leased Equipment.

OWNERSHIP. Lessor shall at all times retain ownership and title of the equipment. Lessee shall give Lessor immediate notice if any of said equipment is levied upon or is about to become liable or is threatened with seizure, and Lessee shall indemnify Lessor against all loss and damages caused by such action.



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COMPLIANCE. Lessee assumes all responsibility for obtaining the proper licenses, permits, etc. required in connection with the use of the Equipment rented. Lessee agrees to comply with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) and other relevant federal, state, and local regulations and safety guidelines when applicable.

RENTAL PERIOD. The Rental period shall cover all time consumed in transporting the equipment, including the date of delivery to the Lessee, and upon return of the equipment to the Lessor.

RENTAL CHARGES. Lessee shall pay rental for the entire Rental Period on each item of equipment named in the List of Equipment, at the rate therein stipulated and by the following: a) Monthly Rental Rates shall not be subject to any deductions on account of any non-working time in the month. The amount of rent payable for any fraction of a month at the beginning or end of the Rental Period shall be the monthly rental rate, prorated according to the number of calendar days in such fraction. b) Daily Rental Rates shall not be subject to deductions for any non-working time in the day and shall be paid for each calendar day in the month.

PAYMENT TERMS. Payment terms are NET 30 from the Invoice Date. After a 10-day Grace Period, a late fee of \$25.00 will be assessed on unpaid invoices. A \$35.00 fee will be assessed for any returned checks. Unpaid Invoices will be referred to a Collections Agency after 180 days of non-payment. Lessee is responsible for all fees associated with Collections.

FEES, ASSESSMENTS, AND TAXES PAID BY LESSEE. Lessee shall pay all license fees, assessments, and sales, use, property and excise, and other taxes or hereafter imposed, and relating to Lessee's use or possession of the equipment.

DAMAGE, LOSS, OR LIABILITY. Any damage or loss of the Equipment will be the responsibility of the Lessee. Lessee assumes responsibility for any liability associated with the use of the Equipment.

INDEMNITY. LESSEE HEREBY AGREES TO INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS CTCR TO INCLUDE EMPLOYEES, OFFICERS, DIRECTORS, EXECUTIVES, AND SHAREHOLDERS, FROM ANY AND ALL LIABILITY WHATSOEVER AND AGREES TO PAY ALL DAMAGES, LOSSES (INCLUDING DUE TO THEFT), LIABILITIES AND EXPENSES, INCLUDING ANY ATTORNEYS' FEES, DEFENSE COSTS AND OTHER EXPENSES, FOR ANY LIABILITY OR DAMAGES, INCLUDING PERSONAL INJURY AND DEATH OR PROPERTY DAMAGE ARISING FROM THE RENTAL, OPERATION, USE, TRANSPORTATION, POSSESSION, STORAGE, OR MAINTENANCE OF THE EQUIPMENT DURING THE TERM OF THE RENTAL CONTRACT AND THIS AGREEMENT OR WHILE THE EQUIPMENT IS IN THE CUSTODY OR POSSESSION OF LESSEE, ITS AGENTS OR REPRESENTATIVES. LESSEE HEREBY AGREES TO INDEMNIFY AND HOLD CTCR HARMLESS FROM ANY AND ALL SUCH CLAIMS EVEN THOUGH SUCH PERSONAL INJURY, DEATH AND PROPERTY DAMAGE MAY BE ATTRIBUTABLE IN WHOLE, OR IN PART, TO THE ALLEGED NEGLIGENCE, INCLUDING THE SOLE NEGLIGENCE, OF CTCR, ITS EMPLOYEES, OFFICERS, DIRECTORS, EXECUTIVES, SHAREHOLDERS, AGENTS



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OR CONTRACTORS AND INCLUDING, BUT NOT LIMITED TO, CLAIMS THAT CTCR FAILED TO WARN OR GIVE INSTRUCTIONS ABOUT THE DESIGN, MANUFACTURE, CONDITION, REPAIR, OR MAINTENANCE OF THE EQUIPMENT OR ITS SUITABILITY FOR THE JOB FOR WHICH THE EQUIPMENT WAS RENTED, OR IMPROPER OR INADEQUATE INSTRUCTIONS OR WARNINGS CONCERNING THE OPERATION, USE, CONDITION, OR SUITABILITY OF THE EQUIPMENT. LESSEE EXPRESSLY AGREES TO WAIVE ANY APPLICABLE WORKER'S COMPENSATION IMMUNITY IT MAY HAVE FROM SUITS MADE BY ITS EMPLOYEES, AND TO INDEMNIFY, DEFEND, AND HOLD CTCR HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED LIABILITY, LOSS, COSTS, DAMAGES, ATTORNEYS FEES, AND OTHER EXPENSES WHICH CTCR MAY SUSTAIN OR INCUR AS A CONSEQUENCE OF ANY CLAIMS MADE BY LESSEE'S PERSONNEL AGAINST CTCR.

DISCLAIMER / LIMITATION OF LIABILITY. NEITHER CTCR NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY RENTAL OR SERVICES PROVIDED PURSUANT TO THE RENTAL CONTRACT AND THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY LESSEE OR COULD HAVE BEEN REASONABLY FORESEEN BY LESSEE, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. LESSEE ASSUMES ALL RISK OF LOSS WHILE THE EQUIPMENT IS IN ITS POSSESSION.

IF SUCH DAMAGES ARE FORESEEABLE, CTCR'S LIABILITY TO THE LESSEE UNDER THEORY OF RECOVERY (ARISING FROM OR RELATED TO THE RENTAL, THE EQUIPMENT, THE SERVICE, AND/OR THE CONTRACT, INCLUDING BUT NOT LIMITED TO, BREACH THEREOF) SHALL BE LIMITED TO THE AMOUNT OF MONEY RECEIVED BY CTCR FROM THE LESSEE FOR THE RENTAL OF THE PARTICULAR EQUIPMENT/SERVICE GIVING RISE TO THE CLAIM.

For purposes of this Section, the term "CTCR" means CTCR, Inc., its affiliates, agents, suppliers, and subcontractors, and their respective employees/agents.

GOVERNING LAW. Lessee agrees that the federal and state courts of Shawnee County, Kansas, shall have exclusive jurisdiction over all matters relating to the Rental, the Rental Contract, and this Agreement. The terms and conditions imposed by this Agreement shall be governed and interpreted pursuant to the laws of the state of Kansas.

COLLECTION OF DATA. Lessee consents to the collection, use, and disclosure of the data and information Lessee provides to CTCR, including personally identifiable information and financial information. Data collected will be used for business purposes only and will not be disclosed or sold to any third party.



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PURCHASES. If the Rental Contract identifies any equipment, tools, materials or other items that is to be purchased by Customer, CTCR sells and delivers such items to Customer on an "AS IS, WHERE IS" basis with all faults and without warranties, express or implied, other than the manufacturer's warranties, if any. CTCR retains title to the items until Customer has paid in full for any such items.

SEVERABILITY. If any provision of this Agreement should be found invalid or unenforceable, that provision should be severed from the Agreement and shall not affect the remaining provisions of this Agreement.

This Agreement is subject to the laws and regulations of the State of Kansas.

Lessee Name/ Address:

Signature: _____

Title: _____

Date: _____

Lessor: CTCR, Inc.

VICE PRESIDENT / OFFICE MANAGER

REVISION DATE: 08/19/2025

785-232-8360

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<https://ctcrtopeka.com/>

Contact us to signup for customer portal access