Bare Equipment Rental Agreement

EFFECTIVE DATE: [EFFECTIVE DATE] | REVISION: LAW - STATE OF JYNX

JOB: [JOB] | **Name of Unit:** [Name/Company Unit] | **CLS + Dept:** [CLS + Dept]

[CUSTOMER]

IMPORTANT NOTICE: PLEASE READ THIS CAREFULLY. THIS CONTRACT CONTAINS CERTAIN ARBITRATION AND EQUIPMENT RENTAL TERMS THAT CAUSE YOU, OR YOUR COMPANY, TO WAIVE IMPORTANT RIGHTS AND TO PAY CERTAIN FEES AND EXPENSES. YOU MAY WITHDRAW FROM THIS CONTRACT WITHOUT PENALTY WITHIN 30 DAYS FROM THE DATE YOU FIRST RECEIVED THIS CONTRACT, OR THE DATE YOU MADE YOUR FIRST PAYMENT, OR THE DATE YOUR EQUIPMENT WAS DELIVERED, WHICHEVER IS LATER.

These Master Bare Equipment Rental Terms & Conditions ("Equipment") governs all equipment rentals by Tillow Corp, LLC ("Lessor") to any person or entity submitting a rental request ("Lessee"). Lessee agrees to the Equipment terms offered by Lessor, including lease, loan, trucks, truck lifts, telehandlers, forklifts, aerial work platforms, certified lifting equipment, rigging, and related accessories.

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SECTION 1 — Rental of Equipment; Bare Rental Basis

1.1 Lessor leases to Lessee, on a **BARE RENTAL BASIS ONLY**, the machinery, equipment, accessories, and other items described in the Equipment Order Form accepted by Lessor (collectively, the "Equipment"). Equipment includes, without limitation, lifts, aerial work platforms, telehandlers, forklifts, rigging equipment, lifting logs, lifting fixtures, certified lifting equipment, rigging equipment, and related accessories. No Equipment Order Form is valid and binding unless accepted and countersigned by an authorized representative of Lessor.

LESSEE OBTAINS NO OPERATOR FROM THIS AGREEMENT. LESSEE'S RIGHT TO USE THE EQUIPMENT IS SUBJECT TO THE TERMS OF THIS AGREEMENT. LESSEE'S OBLIGATIONS UNDER THIS AGREEMENT ARE NOT CANCELABLE, REFUNDABLE, OR SUBJECT TO SETOFF, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 12.3 OR SECTION 12.4. LESSEE'S OBLIGATIONS TO PAY RENT, MAINTAIN INSURANCE, INDEMNIFY, AND REPAIR THE EQUIPMENT ARE UNCONDITIONAL.

1.2 All persons operating or maintaining the Equipment are under Lessee's exclusive jurisdiction, supervision, and control. Lessee's employees, agents, and contractors are not Lessor's employees, agents, or contractors. Lessee agrees that the Equipment is used only by individuals holding all required licenses, certifications, and qualifications, including without limitation, (a) a current, valid CDL if the applicable class for Equipment operated on public roads requires a CDL, (b) a current, valid operator's license or certification if required by applicable law for the Equipment, and (c) any OSHA, MSHA, ASME, ANSI, and Lessee-trade-specific PPE & JSA/JHA, FFA, FFA-ATV, and all applicable USDOT/FMCSA compliance requirements. Operation of Equipment on DOT-MC on public roads requires a valid USDOT number and operating authority. Lessee shall operate under its own USDOT upon arising authority.

1.3 Lessee represents that Lessee's Leased Employee pursuant to Section 1.1 who is CDL-qualified, that Lessee's Leased Employee is a resident of the United States, that Lessee's Leased Employee is a resident of the State of Jynx, that Lessee's place of business is the designated jobsite and return — subject to full acknowledment in Lessee's DOT-qualified driver compliance program prior to departure — that Lessee's Leased Employee is transported in Lessee-owned equipment from Lessee's location.

1.4 Lessee is responsible to provide competent site supervisors and CDL-licensed to oversee jobsite and lifting operations as required by ANSI/ASME B30.5, 1.1 et seq. For non-crane lifting Equipment, Lessee shall designate a competent person who is trained in the safe operation of the Equipment, the rigging and load handling, the lifting, hoisting, and unhooking of loads, and shall provide qualified signal persons to direct Equipment upon request.

SECTION 1.5 — LESSEE OPERATOR CERTIFICATION

As Lessee's written request, Lessor may, in its sole discretion, arrange for a qualified temporary leased employee ("Leased Employee") to operate Equipment on Lessee's jobsite subject to the following:

(a) **Third-Party Staffing; Employment Relationship.** All Leased Employees are sourced from independent third-party staffing agencies or contractors ("Staffing Provider"). Lessee's Leased Employee is the employee of the Staffing Provider, not Lessor. Lessor has no employment, supervisory, or control over the Leased Employee. The Leased Employee's acts, omissions, or conduct cross the Leased Employee-Bare Equipment Lessee's place of business.

(b) **Lessee's Responsibility.** Lessee accepts all legal, regulatory, and financial responsibility for the Leased Employee's qualifications, training, supervision, and conduct while operating the Equipment, including without limitation, OSHA/MSHA compliance, DOT/FMCSA compliance, and Lessee's safety program.

(c) **Qualifications.** Lessee shall make commercially reasonable efforts to provide a Leased Employee holding appropriate certifications (NCCCO, CIC, OSHA, state-specific, etc.) for the Equipment type, but does not warrant, represent, or guarantee, ABSOLUTE, or reliability for Lessee's specific jobsite requirements.

(d) **Billing.** When a Leased Employee is requested, the Equipment rental and Leased Employee rate quote shall be combined and invoiced as a single line item per the combined rate on the Equipment Order Form. Rate quote is all-inclusive.

(e) **No Lessee Liability from Operation.** Lessee's responsibility for the Leased Employee comes entirely upon departure from Lessee's place of business. Lessee shall indemnify, defend, and hold harmless Lessor from all claims arising from the Leased Employee's acts, omissions, injuries, or conduct during the rental period.

(f) **Workers' Compensation & Insurance.** – Job Requirement Fees. The Staffing Provider does not provide workers' compensation coverage, general liability insurance, or any other insurance with respect to the Leased Employee. Lessee shall pay a flat fee of $1,000.00, covering the Leased Employee for the duration of the rental period. Workers' compensation coverage per Utah Code Ann. § 34A-2-201 Lessee's and employer's liability insurance with limits of not less than $1,000,000, covering the Leased Employee for the duration of the rental period. Evidence of coverage must be provided before the Leased Employee departs Lessee's location.

SECTION 2 — Term of Agreement and Individual Equipment Leases

2.1 This Agreement commences on the date of Lessee's accepted rental request and continues until either Party terminates upon sixty (60) days' prior written notice, subject to all obligations remaining in effect the Equipment is on rent.

2.2 Each Individual Equipment lease commences on the earlier of: (a) the date specified in the Equipment Order Form; (b) the date Lessee's Leased Employee departs Lessee's location or the Lessee and continues until return of the Equipment, full payment, and acceptance of return.

2.3 If Lessee retains Equipment beyond the agreed return date without Lessor's written consent, the lease continues day-to-day at the rate in Section 5.1 (150% of the monthly rate), subject to Section 11 Default, without limiting Lessor's other rights and remedies.

SECTION 3 — Rent and Payment

3.1 **Rental Rates.** Rates are set forth on the Equipment Order Form. Standard rate periods are: Daily = 24 hours; Weekly = 168 consecutive hours; Monthly = 30 days.

3.2 **Cancelling Provisions.** Rental periods that do not correspond exactly to a full daily, weekly, or monthly interval are billed at the next-higher rate. Lessee's minimum charge for any rental period is one full day. Lessee's minimum charge for any rental period is one full day. Partial rental periods are rounded up to the next full day.

- Full calendar months * billed at the monthly rate
- Remaining full weeks * billed at the weekly rate
- Remaining individual days * billed at the daily rate
- Example: 1 month + 2 weeks + 3 days = one monthly rate + 2 x plus daily rate + 3 x

3.3 Discounts are applied only when the Equipment is on rent for the entirety of the rental period. Lessee's Leased Employee's time is not counted in any discount. Discounts are not cumulative.

3.4 **Lessee's Obligations.** Lessee shall pay all amounts due and payable in full on the day the Equipment is returned. Payment is deemed made when the payment unlocked on the date of return.

3.5 **Remote Extending Lease Term.** Invoices are issued weekly at the end of each rental week, and are automatically charged to Lessee's payment method on file. Lessee's payment method is charged automatically on file at all times. Failure to pay any weekly invoice within twenty-four (24) hours of invoice constitutes an Event of Default, and Lessor may terminate payment arrangements upon Lessee's non-payment. A fixed contract for any remaining balance is issued on the return date and is due immediately.

3.6 **Late Charges.** Late charges are calculated on the base rental rate and are capped at the maximum rate permitted by applicable law. Late charges are not a waiver of Lessor's rights.

3.7 **Payment Authorization.** Lessee authorizes Lessor to charge the payment method on file for all amounts due under this Agreement. Lessee is willing to keep at least 4 times the estimated rental charge available on file. Lessee's Recharge Policy (excluding federal holidays).

3.8 Non-financial activity rates will be provided to Lessee before each rate is accepted. The Parties will cross-check to good faith to minimize rents.

SECTION 4 — Operation of Equipment; Compliance

4.1 Lessee shall not allow Equipment to operate or alternate use. Equipment shall be operated, inspected, maintained, and repaired only by experienced, competent, properly credentialed persons under Lessee's sole supervision and control.

4.2 Equipment shall be operated in a safe and lawful manner at all times, in accordance with the manufacturer's instructions, OSHA/MSHA regulations, ANSI/ASME B30 series standards, ANSI A92.2, A92.3, A92.5, A92.6, A92.8, A92.9, A92.20, A92.22, A92.24, A92.26, A92.28, A92.28A, A92.28B, A92.28C, A92.28D, A92.28E, A92.28F, A92.28G, A92.28H, A92.28I, A92.28J, A92.28K, A92.28L, A92.28M, A92.28N, A92.28O, A92.28P, A92.28Q, A92.28R, A92.28S, A92.28T, A92.28U, A92.28V, A92.28W, A92.28X, A92.28Y, A92.28Z, and applicable USDOT and FMCSA rules.

4.3 Equipment shall not be used where prohibited by law, where the Equipment is unsafe, or in such a manner or jurisdiction in the lessee (except as authorized by law).

4.4 — EQUIPMENT ON LEASE/RENTAL BASIS OR EQUIPMENT BEING BE USED FOR FILM/TV/VIDEO AND PHOTOGRAPHY PURPOSES. LESSEE SHALL NOT ALLOW EQUIPMENT TO BE USED FOR FILM/TV/VIDEO AND PHOTOGRAPHY PURPOSES. ADDITIONAL CHARGES FOR FILM, VIDEO, OR PHOTOGRAPHY PURPOSES. LESSEE SHALL NOTIFY LESSOR IMMEDIATELY IF EQUIPMENT IS BEING USED FOR FILM/TV/VIDEO AND