

EQUIPMENT RENTAL AGREEMENT

GAINES CONSTRUCTION RENTALS, LLC

Corporate Office: 14106 Tomentosa Ave., Riverview, FL 33569

(813) 322-2668 | rent@gainesrentals.com

EQUIPMENT LOT Address: 16185 Boyette Rd., Riverview, FL 33579

1. ACCEPTANCE OF TERMS

Lessee acknowledges and agrees that by picking up, receiving, loading, transporting, possessing, or using the equipment, Lessee has reviewed, understood, and agreed to all terms and conditions of this Agreement, whether or not it is physically or electronically signed. Acceptance may also be evidenced by email or text confirmation.

2. BINDING EFFECT WITHOUT SIGNATURE

This Agreement is binding upon Lessee upon pickup, delivery, possession, or use of the equipment, regardless of signature.

3. EQUIPMENT CONDITION & RESPONSIBILITY

Lessee acknowledges the equipment is received in good working condition unless otherwise documented. Once the equipment leaves Lessor's possession, Lessee assumes full responsibility for all loss, theft, damage, misuse, or improper operation.

"Normal wear and tear" does not include bent components, hydraulic leaks, damaged hoses, track derailment, tire damage, structural damage, electrical faults, or any damage resulting from misuse or improper operation.

4. USE OF EQUIPMENT

Lessee agrees to operate the equipment safely, lawfully, and in accordance with manufacturer guidelines. Only trained and authorized individuals may operate the equipment. No modifications are permitted.

Damage caused by improper use, including but not limited to spinning tracks, zero-turn maneuvers, curb strikes, overloading, or misuse, shall be the responsibility of Lessee.

5. FLIP / ROLLOVER POLICY

In the event the equipment tips, overturns, or is laid on its side: Lessee must immediately shut down the equipment, must not attempt to restart, move, or operate the equipment, and must immediately notify GCR. All resulting damage, including engine, hydraulic, structural damage, transport, labor, and loss of use, shall be the sole responsibility of Lessee.

6. RENTAL PERIOD and LATE RETURNS

Equipment must be returned by the agreed date and time. Late returns without approval will incur the full daily rental rate plus a \$150 late fee per day. Failure to return equipment constitutes a material breach and may result in recovery action, additional charges, and legal action.

7. PAYMENT TERMS, CREDIT CARD AUTHORIZATION & CHARGEBACKS

Payment is due at pickup or prior to delivery. Lessee expressly authorizes GCR to charge any payment method provided for rental charges, extensions, damages, cleaning, loss of use, transportation, recovery, repairs, fees, taxes, and all amounts due. Pickup, delivery, possession, transportation, use, extension, or retention of equipment constitutes acceptance of services and authorization of charges. Prior to any chargeback, Lessee shall provide

written notice and allow ten business days for resolution. Any improper chargeback constitutes a material breach. Lessee is responsible for all collection costs, bank fees, chargeback fees, attorney's fees, court costs, investigative costs, and related expenses. Electronic records, GPS data, photographs, videos, inspection reports, communications, and usage logs may be used to establish the validity of charges.

8. CANCELLATIONS & NO-SHOWS

Cancellations require at least 72 hours' notice. Late cancellations or no-shows may result in forfeiture of deposit and/or up to one full day rental charge.

9. NO REFUNDS; SITE CONDITIONS; JOB SUITABILITY

Lessee is solely responsible for ensuring the equipment is suitable for the job. No refunds, credits, or reductions will be issued once the rental period begins, including for inability to access jobsite, insufficient reach or height, site restrictions, weather, or early return.

10. FLUID DISCHARGE & SURFACE PROTECTION

Equipment may leak or discharge fluids. Lessee agrees to protect surfaces and assumes responsibility for staining, contamination, cleanup, remediation, and damage. If the equipment leaks, discharges, or releases hydraulic fluid, oil, fuel, coolant, or other substances during the rental period, Lessee assumes responsibility for resulting damages, cleanup costs, environmental remediation, stain removal, property repairs, regulatory fines, and related expenses and shall immediately cease operation and notify GCR.

11. LOSS OF USE / DOWNTIME

Lessee agrees to pay for loss of use at the full daily rental rate for any period the equipment is unavailable due to damage, including inspection, repair, parts procurement, and testing.

12. NO UNAUTHORIZED REPAIRS

Lessee shall not perform or authorize repairs, modifications, or adjustments without prior written approval from GCR.

13. INSURANCE REQUIREMENTS

Lessee shall maintain automobile liability insurance of at least \$1,000,000 per occurrence and physical damage coverage sufficient to cover full replacement value of the equipment.

14. TOWING & TRANSPORT RESPONSIBILITY

Lessee represents that the tow vehicle is properly rated and equipped and is fully responsible for towing, hitching, braking systems, safety chains, and securement.

15. TRANSPORT DAMAGE LIABILITY

Lessee assumes full responsibility for all damage during transport.

16. INDEMNIFICATION

Lessee agrees to defend, indemnify, and hold harmless GCR from claims, damages, losses, injuries, or legal actions arising from the use, transport, or possession of the equipment.

17. UNAUTHORIZED OPERATORS

Only Lessee or approved individuals may operate or transport equipment.

18. DEFAULT & RECOVERY

If Lessee fails to return equipment or breaches this Agreement, GCR may recover the equipment without notice.

19. GPS TRACKING

Equipment may contain GPS tracking devices. Lessee consents to monitoring.

20. THIRD-PARTY PICKUP / AUTHORIZED AGENTS

Any individual handling equipment on behalf of Lessee is considered an authorized agent.

21. SECURITY DEPOSIT

Any deposit may be applied toward unpaid charges, damages, cleaning, or fees.

22. ATTORNEY'S FEES

In any action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

23. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida.

24. ACKNOWLEDGMENT

Lessee acknowledges they have read, understand, and agree to all terms of this Agreement.

25. ELECTRONIC ACCEPTANCE & EVIDENCE

Electronic communications, reservations, signatures, texts, emails, photographs, videos, GPS records, telematics data, payment records, inspection reports, and usage logs may be relied upon as evidence.

26. INSPECTION, ACCEPTANCE & SUITABILITY

Unless a defect is reported before the equipment leaves GCR's possession, the equipment is deemed accepted and suitable for Lessee's intended use.

27. LIMITED REMEDY

GCR's sole obligation for a mechanical malfunction not caused by Lessee is repair, replacement if available, or termination of future rental charges from the time reported.

28. CLAIM NOTICE REQUIREMENT

Any claim must be submitted in writing within seven calendar days of equipment return.

29. DAMAGE PRESUMPTION

Damage discovered upon return that was not documented before rental is presumed to have occurred during Lessee's rental period unless clear evidence shows otherwise.

30. EXCLUSIVE VENUE

Any legal proceeding shall be brought exclusively in Hillsborough County, Florida.

31. JURY TRIAL WAIVER

To the fullest extent permitted by law, the parties waive trial by jury.

32. PHOTOGRAPHIC, VIDEO & GPS EVIDENCE

Photographs, videos, GPS records, telematics data, inspection reports, and electronic communications may be used to document condition, location, operation, damages, and compliance.

33. PERSONAL GUARANTY (BUSINESS RENTALS)

If Lessee is a business entity, the individual accepting this Agreement personally guarantees payment and performance of all obligations.

34. SERVICE RESPONSE & FIELD SUPPORT

Lessee acknowledges that rental equipment is mechanical in nature and may occasionally experience malfunctions, breakdowns, or operational issues.

In the event of a reported mechanical issue, GCR will make reasonable efforts to provide troubleshooting, repair assistance, replacement equipment, or other support as soon as reasonably practicable.

For equipment located within twenty (20) miles of GCR's equipment lot located at 16185 Boyette Rd., Riverview, Florida 33579, GCR will make commercially reasonable efforts to provide field service support during normal business hours.

For equipment located more than twenty (20) miles from GCR's equipment lot, all field service, repair response, replacement equipment, delivery, pickup, and technical support shall be provided on a **best-efforts basis only**, subject to technician availability, parts availability, scheduling, weather, distance, traffic, and other operational considerations.

GCR does not guarantee any specific response time, repair time, arrival time, replacement equipment availability, or restoration of service. Lessee acknowledges that delays may occur and agrees that GCR shall not be liable for project delays, labor costs, lost profits, loss of business, consequential damages, or other damages arising from equipment malfunction, downtime, service delays, or support response times.