

Please read carefully. This agreement includes an indemnification clause, a class action and jury waiver, and limitations of THOMAS BROTHERS EQUIPMENT RENTAL, liability. By accepting delivery of the Equipment or Services (defined below) or making payment(s) to THOMAS BROTHERS EQUIPMENT RENTAL, for the same, Customer agrees to be bound by the Rental and Service Terms and Rental Protection Program ("RPP") Terms (if applicable), even if the Rental and Service Agreement has not been fully executed.

1. DEFINITIONS

"Agreement" means the Reservation Details (as defined below), together with any associated Rental and Service Agreement (as defined below), including these Rental and Service Terms which are incorporated by reference therein.

"Customer" means the person or entity identified in the Reservation Details or any representative, agent, officer or employee of Customer.

"Equipment" means any one or more of the items identified as rental items in the Reservation Details and any accessories, attachments or other similar items delivered to Customer including, but not limited to, Telematics Devices (as defined below), air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles.

"Qualified Operator" means any individual who is permitted by Customer to operate the Vehicle. This includes individuals identified in the Rental and Service Agreement as additional QUALIFIED OPERATOR(S). All Qualified Operators must have a valid operator's license (as applicable), and relevant experience and training to operate the Vehicles and/or Equipment. By operating the Vehicle, a Qualified Operator will be deemed jointly and severally responsible for Customer's obligations related to the Vehicle and for any obligations that the Rental and Service Agreement imposes on a Qualified Operator of the Vehicle.

"Rental and Service Agreement" means the agreement made between Customer and THOMAS BROTHERS EQUIPMENT RENTAL, for THOMAS BROTHERS EQUIPMENT RENTAL, to rent Equipment and/or provided Services, whether that Agreement is made in person at the Store Location, online, or at the time of Equipment delivery, and which incorporates by reference these Rental and Service Terms and which identifies the Equipment to be rented by Customer. The Agreement incorporates these Rental and Service Terms by reference.

"Rental Period" means the period of time between the "Rental Out" and "Scheduled In," set forth in the Rental and Service Agreement, except that the Rental Period may terminate earlier as provided in Sections 20 and 28 hereof or if Customer returns the Equipment earlier. "Credit Card" means the credit card provided by Customer as part of this Agreement or otherwise kept on file with THOMAS BROTHERS EQUIPMENT RENTAL.

"Reservation Details" means the Equipment, Rental Period, delivery information, payment information and other information set forth on the Confirmation/Order Summary Screen or the Rental and Service Agreement, as the case may be.

"Service" or "Services" means the services provided by THOMAS BROTHERS EQUIPMENT RENTAL, in connection with the rental of Equipment, including Trench Services, Scaffolding Services, Portable Sanitation Services, Fluid Solutions Services, Power and HVAC Services and Tool Services (each as defined in Section 23 below).

"Specialty Media" means specialty filtration materials purchased in connection with the rental of Equipment used for fluid solutions, such as sand, gravel, carbon, or other materials used to remove certain contaminants or other materials.

"Store Location" means THOMAS BROTHERS EQUIPMENT RENTAL, address set forth in the Rental and Service Agreement.

"Tanks" means the Equipment identified as rental items as part of the Fluid Solutions Services in which Customer stores materials.

"THOMAS BROTHERS EQUIPMENT RENTAL, " means THOMAS BROTHERS EQUIPMENT RENTAL CO.

"Vehicle" means a motor vehicle identified as the rental item(s) in a Rental and Service Agreement, reservation detail, or similar document; and "Vehicles" collectively refers to each such Vehicle.

"Non-Hazardous Waste" means any material, substance or waste that does not fall under the definition of "Regulated Materials" defined in Section 7(B).

2. AUTHORITY TO SIGN; FORM CONTRACTS

Any individual signing the Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Agreement on behalf of Customer.

3. INDEMNITY / HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD THOMAS BROTHERS EQUIPMENT RENTAL, AND ALL 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, LEGAL 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 (A) INSTALLATION, OPERATION, USE, ALTERATION, MODIFICATION, REMOVAL, POSSESSION OR RENTAL OF THE EQUIPMENT, OR (B) ERRORS, OMISSIONS, INACCURACIES OR MISREPRESENTATIONS (WHETHER INTENTIONAL OR INADVERTENT) IN THE DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER, OR OBTAINED FROM OTHERS (INCLUDING ANY THIRD-PARTY DOCUMENTS OR DOCUMENTATION), UPON WHICH THOMAS BROTHERS EQUIPMENT RENTAL, RELIES WHEN PROVIDING THE EQUIPMENT OR SERVICES. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST THOMAS BROTHERS EQUIPMENT RENTAL, BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY THOMAS BROTHERS EQUIPMENT RENTAL CO FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF THOMAS BROTHERS EQUIPMENT RENTAL,. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER 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.

Model Clauses for transfers from the UK. In all cases not covered by Section 3.1.a above, the relevant Data Transfer from the UK will be governed by the Standard Contractual Clauses (Controller to Processor) (the "C2P Model Clauses") for transfers from the UK. Supplier must abide by C2P Model Clauses, which shall be incorporated in the approved form in their entirety into these Data Processing Terms when Company enters into an agreement with Supplier. The C2P Model Clauses apply to Supplier as the data importer, and by executing the Agreement, Supplier is also executing the C2P Model Clauses as the data importer. Supplier agrees also to execute the C2P Model Clauses directly upon request.

Model Clauses for transfers from the EEA. In all cases not covered by Section 3.1.a or 3.1.b above, the relevant Data Transfer from the EEA will be governed by the Standard Contractual Clauses (Controller to Processor modules) (the "2021 Model Clauses") for transfers from the EEA. Supplier must abide by 2021 Model Clauses, which shall be incorporated in the approved form in their entirety into these Data Processing Terms when Company enters into an agreement with Supplier. The 2021 Model Clauses apply to Supplier as the data importer, and by executing the Agreement, Supplier is also executing the 2021 Model Clauses as the data importer. Supplier agrees also to execute the 2021 Model Clauses directly upon request.

4. INSPECTION OF EQUIPMENT

Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer further acknowledges that Customer has inspected the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road prior to taking possession thereof, and such propulsion tank contained no dyed fuel. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues, and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges THOMAS BROTHERS EQUIPMENT RENTAL, is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors. With respect to the rental of Tanks, Customer shall take independent action to ensure that any materials Customer stores in the Tanks are chemically compatible with the Equipment. Customer shall provide THOMAS BROTHERS EQUIPMENT RENTAL, with the safety data sheet ("SDS") or verified laboratory tests that identify the material Customer stores in the Tanks. For Tanks subject to the West Virginia tank law, Customer agrees that Customer has received a copy of the Certificate to Operate for each Tank identified rented under this Agreement. If Customer discovers any malfunction or defect in Equipment, Customer shall promptly notify . THOMAS BROTHERS EQUIPMENT RENTAL, Customer shall abide by all third party manufacturer requirements regarding repair, maintenance, and notice.

5. LIMITATION OF LIABILITY

In no event shall THOMAS BROTHERS EQUIPMENT RENTAL, be liable or responsible to Customer or any other party for: (i) any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use; (ii) THOMAS BROTHERS EQUIPMENT RENTAL, failure to deliver the Equipment as required hereunder or THOMAS BROTHERS EQUIPMENT RENTAL, failure to repair or replace non-working Equipment; or (iii) any incidental, consequential, punitive or special damages, including damages resulting from the delay to any ongoing projects, in connection with this Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or product liability, even if so advised of the possibility of such damages, if such damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to THOMAS BROTHERS EQUIPMENT RENTAL, and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

6. CUSTOMER RESPONSIBILITIES

Customer shall provide THOMAS BROTHERS EQUIPMENT RENTAL, with the information and the documentation THOMAS BROTHERS EQUIPMENT RENTAL, requests to assess, plan, and perform the Services and/or provide the Equipment. All Equipment is provided, and Services are performed, based on information provided by Customer or others, including the Database Information (as defined below), and THOMAS BROTHERS EQUIPMENT RENTAL, is relying on the accuracy and completeness of such information in providing the Equipment and performing such Services. Customer recognizes that it is impossible for THOMAS BROTHERS EQUIPMENT RENTAL, to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Customer is responsible for providing a secure and safe work environment for all parties, including THOMAS BROTHERS EQUIPMENT RENTAL, and its employees, and for ensuring that the Services are carried out in compliance with applicable laws.

7A. USE OF EQUIPMENT

Customer is familiar with the proper operation and use of each item of Equipment. Customer has selected the Equipment based on its requirements and will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner; without a license, if required under any applicable law; or who is not a Qualified Operator. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. In addition, Customer shall only use ultra-low-sulfur diesel fuel ("USLD") in equipment with tier 5 engines. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD THOMAS BROTHERS EQUIPMENT RENTAL, HARMLESS FROM ALL FINES, PENALTIES, DAMAGE TO EQUIPMENT AND ANY OTHER COSTS INCURRED BY THOMAS BROTHERS EQUIPMENT RENTAL, DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES. Customer agrees to: (i) check filters, oil, fluid levels and tire air pressure; (ii) clean and visually inspect the Equipment daily; and (iii) immediately cease using the Equipment and immediately notify THOMAS BROTHERS EQUIPMENT RENTAL, if Equipment needs repair or maintenance. Customer acknowledges that THOMAS BROTHERS EQUIPMENT RENTAL, has no responsibility to inspect the Equipment while it is in Customer's possession. THOMAS BROTHERS EQUIPMENT RENTAL, shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason.

7B. REGULATED MATERIALS

If Customer intends to use the Equipment for the storage and handling of Regulated Materials (as defined herein), the following terms set forth in this Section shall apply.

Definitions. "Regulated Materials" includes any material, substance or waste that falls into the following five categories: (i) "Hazardous Materials," as defined or listed or regulated by any local, state, or federal government authority; (ii) "DOT Hazardous Materials," as defined or identified as "hazardous material" by the Department of Transportation as set forth in 49 C.F.R. Parts 171 to 180; (iii) "Polychlorinated Biphenyls" or "PCBs," meaning any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contains such substance, and which are regulated under the Toxic Substances Control Act and its implementing regulations found at 40 C.F.R. part 761; (iv) "Radioactive Materials," identified by any local, state, or federal government authority as being radioactive; and (v) "Infectious Materials," meaning any infectious substance, material, or waste that is defined, listed, or regulated by any local, state, or federal government authority.

Tank Testing. Customer acknowledges that the Equipment may have contained Regulated Materials in the past. Customer may, at Customer's expense, test the Equipment for the presence of residual amounts of Regulated Materials prior to taking possession of the Equipment. In the event that residual amounts of Regulated Materials are detected in the Equipment by preliminary testing, Customer may notify THOMAS BROTHERS EQUIPMENT RENTAL, and request new Equipment or Customer may terminate the rental. If Customer elects to continue use of the Equipment or elects not to test the Equipment, Customer will be bound by the terms set forth herein and waives any right to object to the presence of Regulated Material in the Equipment resulting from any prior use, and agrees that the Equipment is suitable for Customer's intended use. Upon expiration or termination of the Rental Period, but before the Equipment is returned to THOMAS BROTHERS EQUIPMENT RENTAL, Customer shall, at Customer's sole expense, remove all Regulated Materials from the Equipment and clean the Equipment to one of the following standards: (i) for Hazardous Substances: to the RCRA "empty" condition, as defined in 40 C.F.R. § 261.7(b)(3) ("RCRA Empty Condition"); or (ii) for DOT Hazardous Materials, PCBs, Radioactive Materials, or Infectious Materials: to Non-detect contamination levels ("NDCL").

Cleaning. Prior to return, Customer shall clean the Equipment in accordance with the following requirements: (i) Cleaning must be performed by an independent contractor acceptable to THOMAS BROTHERS EQUIPMENT RENTAL, (ii) it must be documented to THOMAS BROTHERS EQUIPMENT RENTAL, satisfaction; (iii) When a NDCL is required, Equipment must be triple-rinsed using a solvent capable of removing Regulated Materials, then purged to remove any vapors. Equipment can also be cleaned by another method capable of achieving equivalent removal to a NDCL; (iv) For Radioactive Materials, cleaning must comply with cleaning procedures set forth in the U.S. Nuclear Regulatory Commission's ("NRC") Regulatory Guide 1.86 to achieve a NDCL; and (v) the independent contractor must certify that the cleaning meets the above specifications.

Sampling. After cleaning, Customer will confirm the Equipment's RCRA Empty Condition or NDCL, as applicable, by obtaining a professional written laboratory analysis of representative samples taken from various internal parts of the Equipment. Customer agrees the sampling must be: (i) performed by an independent contractor acceptable to THOMAS BROTHERS EQUIPMENT RENTAL, ; (ii) documented to THOMAS BROTHERS EQUIPMENT RENTAL, satisfaction; (iii) taken from various internal parts of the Equipment including at a minimum, the floor, the underside of various cross-braces, and each wall ("Representative Samples"); (iv) conducted in the presence of and pursuant to the direction of a designated employee of THOMAS BROTHERS EQUIPMENT RENTAL, Customer agrees to contact THOMAS BROTHERS EQUIPMENT RENTAL, to schedule an appointment for an employee of THOMAS BROTHERS EQUIPMENT RENTAL, to witness the sampling not less than ten (10) business days prior to the termination of the rental term. For intermodal, roll-off, and vacuum container Equipment, in addition to the above requirements, Customer agrees that: (vi) Initially, 20% of the intermodal, roll-off, or vacuum container Equipment rented by Customer will be tested by the third-party laboratory. Based on satisfactory initial sampling results, and THOMAS BROTHERS EQUIPMENT RENTAL, sole discretion, that figure may be reduced to 10%, random sampling; (vii) If liners are not used, or if any intermodal, roll-off or vacuum container Equipment fails the testing procedures outlined in Section 3(b), then 100% sampling of all intermodals, roll-offs or vacuum container equipment will be required.

Sample Analysis. Customer agree that the analysis of the sampling must: (i) be performed by a laboratory acceptable to Lessor that is certified to perform such analysis by the state in which the Equipment is located; (ii) be documented to Lessor's satisfaction, and must include a record of the chain of custody for the Representative Samples; (iii) meet or exceed protocols established by the U.S. Environmental Protection Agency ("EPA") or the NRC, as applicable.

Return. Customer shall return the Equipment in a RCRA Empty Condition or NDCL in accordance with the terms set forth herein. If the Equipment does not meet the standard, Customer will undertake additional cleaning of Equipment, in accordance with all applicable law, to meet the standard, and will provide THOMAS BROTHERS EQUIPMENT RENTAL, with written evidence of same. THOMAS BROTHERS EQUIPMENT RENTAL, will not pick up the Equipment and Customer will continue to pay rental charges until the Equipment has been cleaned to the standards specified herein. In the event that Customer is unable to clean the Equipment in accordance with the terms set forth herein, Customer shall pay THOMAS BROTHERS EQUIPMENT RENTAL, for the full replacement value of the Equipment, plus any applicable taxes. Customer agrees that in such event it assumes full ownership of and responsibility for the Equipment and any residual contents and all related liability for the management, transportation and disposal of such Equipment in accordance with all applicable laws. Customer agrees that it shall be the generator of any hazardous, solid, or radioactive waste generated as a result of Customer's failure to return the Equipment in a RCRA Empty Condition or NDCL, and of any residual materials resulting from Customer's attempt to clean the Equipment. Customer further agrees to indemnify, defend and hold THOMAS BROTHERS EQUIPMENT RENTAL, harmless for any liability incurred by THOMAS BROTHERS EQUIPMENT RENTAL, as a result of Customer's breach of its obligations in this Section or as a result of THOMAS BROTHERS EQUIPMENT RENTAL, being deemed a "generator" under applicable environmental laws. The foregoing indemnity obligation shall survive the termination or expiration of this Agreement.

7C. USE OF TELEMATICS DEVICES

If included with Customer's Equipment rental, Customer may access and use certain telematics devices (the "Telematics Device(s)"). Telematics Devices may include, but are not limited to, on-equipment devices, wearable devices, and any other telematics devices, related accessories, and related online systems (including the Management System (as defined below)). Certain Telematics Devices provide on-demand access management to THOMAS BROTHERS EQUIPMENT RENTAL, Equipment and Vehicles, and may be able to be configured through a web-based management system (the "Management System"). Certain hardware and software requirements, and access to the internet, may be required to use Telematics Devices.

Database Information; Management System. Prior to using a Telematics Device, Customer shall provide THOMAS BROTHERS EQUIPMENT RENTAL, with all information requested by THOMAS BROTHERS EQUIPMENT RENTAL, in each case, which may include, but is not limited to, any contact and other information related to any Qualified Operators that may use the Telematics Device (the "Database Information"). Upon mutual agreement of the parties, if possible, THOMAS BROTHERS EQUIPMENT RENTAL, shall populate the Management System with such Database Information, and, after population, shall provide Customer with limited access to the Management System. Customer shall review the Database Information in the Management System promptly for accuracy, and shall immediately notify THOMAS BROTHERS EQUIPMENT RENTAL, of any errors or inaccuracies in the Database Information. If Customer fails to notify THOMAS BROTHERS EQUIPMENT RENTAL, of any errors in the Database Information within seven (7) days after access to the Management System is granted to Customer, such information will be deemed accurate and correct. THOMAS BROTHERS EQUIPMENT RENTAL, will not monitor any changes made by Customer to the Telematics Devices, the Management System or the Database Information. Customer is solely responsible for any changes to the Database Information or any other information contained in the Management System after access to the Management System is granted to Customer.

Telematics Overview. Prior to using a Telematics Device, THOMAS BROTHERS EQUIPMENT RENTAL may (if applicable, in THOMAS BROTHERS EQUIPMENT RENTAL sole discretion) review certain features and functions of the Telematics Device with the Customer. Any use of the Telematics Device by unauthorized personnel (including operators that are not Qualified Operators), or Customer's use of any part or feature or functionality of the Telematics Device not reviewed with the Customer by THOMAS BROTHERS EQUIPMENT RENTAL, (if review with THOMAS BROTHERS EQUIPMENT RENTAL, is available and applicable), is at the user's own risk. Customer waives and releases THOMAS BROTHERS EQUIPMENT RENTAL, from all liability resulting from such use and will indemnify, defend and hold THOMAS BROTHERS EQUIPMENT RENTAL, harmless against any and all damages, of whatever kind incurred by THOMAS BROTHERS EQUIPMENT RENTAL, in connection with such use. Customer is solely responsible for preventing unauthorized use of the Telematics Device, including but not limited to preventing use of any part or feature or functionality of the Telematics Device not reviewed with the Customer by THOMAS BROTHERS EQUIPMENT RENTAL, Customer shall not disable or circumvent, or attempt to disable or circumvent, any part of the Telematics Device or the use and time limitations established in the Management System.

Documentation. THOMAS BROTHERS EQUIPMENT RENTAL, may provide reference guides, manuals, and other documentary information, either in writing or electronically, in connection with the Telematics Device ("Documentation"). Customer's use of the Telematics Device shall be in strict compliance with the Documentation.

Other Entities. Customer may allow other entities to use the Telematics Device and/or the Management System, provided that such entities are Qualified Operators, have reviewed the use of the Telematics Device with THOMAS BROTHERS EQUIPMENT RENTAL, personnel, and have reviewed the relevant Documentation. Customer shall be fully and solely responsible for the acts and omissions of such other entities, and of persons directly or indirectly employed by any of them, as Customer is for the acts or omissions of itself and persons directly employed by Customer. Nothing herein shall create any contractual relationship between THOMAS BROTHERS EQUIPMENT RENTAL, and any entities or persons other than Customer. Customer shall only permit Qualified Operators to use the Telematics Device.

Support and Maintenance. THOMAS BROTHERS EQUIPMENT RENTAL, shall provide certain maintenance and support services to Customer, including delivery of technical information, consulting, cooperation and assistance as may be reasonably necessary with respect to the Telematics Device, provided that Customer has timely paid to THOMAS BROTHERS EQUIPMENT RENTAL any amounts due under this Agreement and is not otherwise in breach of this Agreement. THOMAS BROTHERS EQUIPMENT RENTAL, may assist Customer regarding use of the Management System, at Customer's reasonable request, within commercially reasonable timeframes and subject to sufficient cooperation by Customer. Customer is solely responsible for verifying any changes made in the Management System and for promptly ensuring and confirming the accuracy of such changes. Customer waives and releases THOMAS BROTHERS EQUIPMENT RENTAL, from any liability regarding changes made at Customer's request and for any delay in making requested changes.

Access to Data. In connection with the provision of the Telematics Device, THOMAS BROTHERS EQUIPMENT RENTAL, may access data (whether identifying data or otherwise) which is held on the Telematics Device, and make use such data in order to improve its products, business and services to Customers. Customer acknowledges and agrees that data provided by Customer to the Telematics Devices may be accessed by THOMAS BROTHERS EQUIPMENT RENTAL, for such purposes. THOMAS BROTHERS EQUIPMENT RENTAL, privacy policy which sets out how THOMAS BROTHERS EQUIPMENT RENTAL collects, uses and shares data is located at [/legal/privacy-policy](#).

Termination of Access. THOMAS BROTHERS EQUIPMENT RENTAL, reserves the right to terminate Customer's access and use of the Telematics Device at any time, in THOMAS BROTHERS EQUIPMENT RENTAL sole discretion. Upon termination of access, Customer shall not attempt to use or access the Telematics Device. Termination of access may result in loss of data.

Prohibited Applications. Telematics Devices are not designed or intended for use in (a) aeronautic or aerospace applications; (b) nuclear and other high risk facilities; (c) connection with transportation systems or the delivery of oil, natural gas, or any other combustible liquid or gas; or (d) connection with any other application in which the failure of a Telematics Device could lead to personal injury, death or other material consequence (the "Prohibited Applications"). The removal, alteration, or modification of Telematics Device(s) shall also be considered Prohibited Applications. Customer shall not use the Telematics Devices for or in connection with any of the Prohibited Applications, unless authorized by the express written approval of an executive officer of THOMAS BROTHERS EQUIPMENT RENTAL. THOMAS BROTHERS EQUIPMENT RENTAL, is not liable, in whole or in part, for any claim or damage arising from any use of the of the Telematics Devices in connection with any Prohibited Applications even if THOMAS BROTHERS EQUIPMENT RENTAL, has authorized such use or has been informed in writing (or otherwise) of such usage. Customer agrees to defend, indemnify and hold THOMAS BROTHERS EQUIPMENT RENTAL, harmless from and against any and all claims, damages losses, costs, expenses, and liabilities arising out of any such Prohibited Applications of the Telematics.

8. COMPLIANCE WITH APPLICABLE LAWS

Customer shall, at Customer's sole expense, comply with all applicable municipal, state, and federal laws, ordinances and regulations (including but not limited to those relating to worker safety or the environment), building and zoning codes, professional licenses, and licenses and permits which may apply to the use of the Equipment ("Licenses and Permits"). Licenses and Permits include, without limitation, the discharge of treated water, and disposal of waste or spent Specialty Media or other materials, and security, traffic control and road crossings associated with the use of the Equipment. When transporting Non-Hazardous Waste, THOMAS BROTHERS EQUIPMENT RENTAL, shall not be deemed to have taken license of any Non-Hazardous Waste and Customer shall remain the generator of such waste. Customer shall be subject to the provisions of Section 7(B) if any materials being transported are "Regulated Materials" as defined therein. Customer shall ensure that the Equipment at all times remains movable personal property. Customer shall not permit or allow the Equipment to be incorporated, attached or joined to any real or immovable property such that it causes the Equipment to be deemed a fixture.

IN CALIFORNIA ONLY: If any of the Equipment is power-operated or power-driven excavating or boring equipment, it is the sole responsibility of Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Agreement, Customer accepts all liabilities and responsibilities contained in the California regional notification center law.

IN CALIFORNIA ONLY: For Equipment subject to California's Portable Equipment Registration Program, Customer acknowledges receipt of a written copy of the registration for each engine.

9. WARRANTY / DISCLAIMER OF WARRANTIES

THOMAS BROTHERS EQUIPMENT RENTAL, WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY AND THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THOMAS BROTHERS EQUIPMENT RENTAL, MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, SPECIALTY MEDIA, OR SERVICES AND MAKES NO WARRANTIES AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING THE PERFORMANCE OF ANY FILTRATION EQUIPMENT TO MEET ANY APPLICABLE REGULATORY STANDARD. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE AGREEMENT, THOMAS BROTHERS EQUIPMENT RENTAL, DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, THOMAS BROTHERS EQUIPMENT RENTAL, SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY, THOMAS BROTHERS EQUIPMENT RENTAL, SHALL, AT ITS SOLE COST AND EXPENSE, RE-PERFORM THE SERVICE.

10. MALFUNCTIONING EQUIPMENT

Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify THOMAS BROTHERS EQUIPMENT RENTAL, . If such condition is the result of normal operation, THOMAS BROTHERS EQUIPMENT RENTAL, will repair or replace the Equipment with reasonably-similar Equipment in working order, if such replacement Equipment is available. THOMAS BROTHERS EQUIPMENT RENTAL, has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within twenty-four (24) hours from the time of defect in order to terminate rental charges.

11. RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT

At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during THOMAS BROTHERS EQUIPMENT RENTAL, regular business hours or if THOMAS BROTHERS EQUIPMENT RENTAL, has agreed to pick up the Equipment, THOMAS BROTHERS EQUIPMENT RENTAL, shall endeavor to pick up the Equipment within a commercially reasonable period of time after Customer notifies THOMAS BROTHERS EQUIPMENT RENTAL, that the Equipment is called "off rent." Customer is obligated to restore the Equipment to the same condition as when delivered, reasonable wear and tear (as defined below) excepted. Tanks shall be empty of all contents as required by any applicable federal, state or local regulation, including but not limited to those set forth in the Resource Conservation and Recovery Act ("RCRA"). Customer shall be responsible for all damages to or loss of the Equipment from the time Customer takes possession of the Equipment until the Equipment is either returned to the Store Location by Customer or picked up by THOMAS BROTHERS EQUIPMENT RENTAL, . In the case of the loss or destruction of any Equipment, or inability or failure to return same to THOMAS BROTHERS EQUIPMENT RENTAL, for any reason whatsoever, Customer will pay THOMAS BROTHERS EQUIPMENT RENTAL, the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay THOMAS BROTHERS EQUIPMENT RENTAL, the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. THOMAS BROTHERS EQUIPMENT RENTAL, shall be under no obligation to commence repair work until Customer has paid to THOMAS BROTHERS EQUIPMENT RENTAL the estimated cost therefor. Customer agrees that THOMAS BROTHERS EQUIPMENT RENTAL, reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to damaged or lost Equipment.

Disinfecting: During a widespread or global occurrence of an infectious disease, for Equipment handled by a person known or suspected to be infected or used in a known or suspected zone of infection including but not limited to permanent or temporary healthcare facilities and testing facilities, ambulance interiors, and biological laboratories, Customer shall disinfect the Equipment in accordance with the following requirements: (i) disinfection must be performed by an independent contractor acceptable to THOMAS BROTHERS EQUIPMENT RENTAL,; (ii) it must be documented to THOMAS BROTHERS EQUIPMENT RENTAL, satisfaction; (iii) in the event Customer is unable to disinfect in accordance the Equipment, THOMAS BROTHERS EQUIPMENT RENTAL, will disinfect it and charge Customer for the costs incurred.

12. REASONABLE WEAR AND TEAR

Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one -shift basis (as defined in Section 14 below). The following shall not be considered reasonable wear and tear: (i) damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels; cavitation; or freezing; (ii) except where THOMAS BROTHERS EQUIPMENT RENTAL, expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (iii) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (iv) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (v) wear resulting from use in excess of shifts for which rented; and (vi) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

13. LATE RETURN

Customer agrees that if the Equipment is not returned by the end of the Rental Period, or if the Tanks are not in RCRA Empty Condition (as defined below) when THOMAS BROTHERS EQUIPMENT RENTAL, Comes to the Customer site to pick up the Tanks, THOMAS BROTHERS EQUIPMENT RENTAL, in its sole discretion, may require Customer to do any of the following: (A) continue to pay the rental rate(s) applicable to the Equipment as specified in the Agreement; (B) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (C) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period; or (D) assess a pickup charge if the Tanks are not in RCRA Empty Condition. Customer agrees that THOMAS BROTHERS EQUIPMENT RENTAL, reserves the right to charge the Credit Card, and/or Customer's account for any amount owed by Customer pursuant to this section due to late return of Equipment.

14. RENTAL PERIOD / CALCULATION OF CHARGES

Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is either returned to the Store Location during THOMAS BROTHERS EQUIPMENT RENTAL, regular business hours or picked up by THOMAS BROTHERS EQUIPMENT RENTAL, after Customer notifies THOMAS BROTHERS EQUIPMENT RENTAL, that the Equipment is "off rent" and obtains an "off rent" confirmation number from THOMAS BROTHERS EQUIPMENT RENTAL,. Pick-up and delivery by THOMAS BROTHERS EQUIPMENT RENTAL, is subject to a "Delivery and Pick-up Service Charge," the amount(s) of which are disclosed on the Rental and Service Agreement. Notwithstanding anything to the contrary in the preceding sentence, for the rental of Tanks, the rental period continues until Customer has emptied the Tanks of all contents and cleaned the Tanks in accordance with all applicable regulations, including but not limited to RCRA ("RCRA Empty Condition") and any equivalent state clean-up laws. Rental charges do not include the cost of the Refueling Service Charge, any applicable Taxes (as defined below), the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge or other miscellaneous charges, the amount(s) of which are disclosed on the Rental and Service Agreement. Additionally, THOMAS BROTHERS EQUIPMENT RENTAL shall invoice Customer for any additional excess cleaning or repair costs, including: (i) removal of any alterations made by Customer to the Equipment; (ii) restoration of the Equipment to its original configuration; (iii) re-lining or re-painting of Tanks; (iv) disposal of any contents left in Tanks; or (v) transportation to and from an approved repair facility. As set forth herein, "Taxes" shall mean sales tax, goods and services tax, property taxes (including, without limitation, the Estimated Personal Property Tax Reimbursement Charge) or other taxes, levies and assessments required to be collected by THOMAS BROTHERS EQUIPMENT RENTAL from Customer at any time upon, or in respect of, the Equipment and/or this Agreement. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four-week period. On power equipment, operations in excess of one shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift. Customer will truthfully and accurately certify to THOMAS BROTHERS EQUIPMENT RENTAL the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of the Agreement. TIME IS OF THE ESSENCE OF THE AGREEMENT.

IN CALIFORNIA ONLY: Customer acknowledges that an estimated personal property tax reimbursement charge will be applied to all rented Equipment at a rate of up to 0.75% of the rental amount. By signing this Agreement, Customer agrees to pay this charge.

15. REFUELING SERVICE CHARGE

Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the Store Location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.

16. ENVIRONMENTAL SERVICE CHARGE

Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, THOMAS BROTHERS EQUIPMENT RENTAL, charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at THOMAS BROTHERS EQUIPMENT RENTAL, discretion. The Environmental Service Charge is 2.00% of the service charge and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.

17. DEPOSIT AND PAYMENT

DEPOSIT: In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms of this Agreement to be performed by Customer. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by THOMAS BROTHERS EQUIPMENT RENTAL, as a result of the breach.

PAYMENT: All amounts due hereunder shall be payable in full NET 60 DAYS of invoice by Customer. Customer acknowledges that timely payment of rental and service charges is essential to THOMAS BROTHERS EQUIPMENT RENTAL, business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and THOMAS BROTHERS EQUIPMENT RENTAL, agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of two percent (2%) per month (24% per annum) on any such payments outstanding after 60 days, or the maximum amount allowed by applicable law. Effective April 1, 2023 and where permitted by law, THOMAS BROTHERS EQUIPMENT RENTAL, may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than THOMAS BROTHERS EQUIPMENT RENTAL, merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions. Rental rates do not include sales tax, goods and services tax or other taxes, levies and assessments required to be collected by THOMAS BROTHERS EQUIPMENT RENTAL, from Customer at any time upon, or in respect of, the Equipment and/or the Agreement (collectively, "Taxes"). Customer agrees that THOMAS BROTHERS EQUIPMENT RENTAL, reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to late or past due payment(s) or rental charges or Taxes. In the event Customer asserts that a transaction is exempt from Taxes, Customer agrees to provide a valid tax exemption certificate. Should the transaction later be deemed taxable, Customer is obligated to reimburse THOMAS BROTHERS EQUIPMENT RENTAL, for any Tax assessed that was attributable to Customer.

18. TITLE / NO PURCHASE OPTION / NO LIENS

With the exception of Specialty Media, the Agreement is not a contract of sale, and title to the Equipment shall at all times remain with . THOMAS BROTHERS EQUIPMENT RENTAL, Unless covered by a specific supplemental agreement signed by THOMAS BROTHERS EQUIPMENT RENTAL, , Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

19. TIRE AND TUBE REPAIR OR REPLACEMENT

Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.

20. DEFAULT

Customer shall be deemed in default should Customer fail to pay any amount when due hereunder; fail to perform, observe or keep any provision of the Agreement; become "Insolvent" (as defined herein), or should THOMAS BROTHERS EQUIPMENT RENTAL, anticipate that Customer may become Insolvent; or otherwise be in default. If Customer is in default, THOMAS BROTHERS EQUIPMENT RENTAL, may do any one or more of the following: (i) terminate the Rental Period; (ii) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (iii) cause THOMAS BROTHERS EQUIPMENT RENTAL, employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by THOMAS BROTHERS EQUIPMENT RENTAL, in retaking and repossessing the Equipment; or (iv) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer shall generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; make an assignment for the benefit of creditors, or petition or apply to any court or tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or take any action indicating its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for all or any substantial part of its properties.

21. CUSTOMER'S INSURANCE COVERAGE

Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (i) commercial auto liability insurance with at least a per occurrence limit of \$2 million; (ii) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$2 million per occurrence and \$4 million in the aggregate; and (iii) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by THOMAS BROTHERS EQUIPMENT RENTAL. Customer shall name THOMAS BROTHERS EQUIPMENT RENTAL, as an additional insured for claims arising out of the maintenance, operation, or use by the Customer of equipment rented to Customer by THOMAS BROTHERS EQUIPMENT RENTAL, (providing coverage equal or greater than the standard ISO CG 20 28 07 04 or its equivalent), and, if applicable, additional loss payee for property insurance. Customer further agrees that the amount of insurance available to THOMAS BROTHERS EQUIPMENT RENTAL, shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Agreement. In the event any policy provided in compliance with this Agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this Agreement is intended to restrict or limit the breadth of such insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Agreement shall include a waiver of rights of recovery against THOMAS BROTHERS EQUIPMENT RENTAL, or its insurers by the Customer and its insurers, as well as a waiver of subrogation against THOMAS BROTHERS EQUIPMENT RENTAL, or its insurers. The policies required hereunder shall provide that THOMAS BROTHERS EQUIPMENT RENTAL, must receive not less than 90 days' notice prior to any cancellation. Customer shall provide THOMAS BROTHERS EQUIPMENT RENTAL, with documented proof of all required insurance coverage. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME THOMAS BROTHERS EQUIPMENT RENTAL, AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.

22. NO ASSIGNMENT, LENDING OR SUBLETTING

Customer shall not sublease, sub-rent, assign or loan the Equipment without first obtaining the written consent of THOMAS BROTHERS EQUIPMENT RENTAL, and any such action by Customer, without THOMAS BROTHERS EQUIPMENT RENTAL, written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth in the Agreement unless THOMAS BROTHERS EQUIPMENT RENTAL, approves otherwise in writing. THOMAS BROTHERS EQUIPMENT RENTAL, may at any time, without notice to Customer, transfer or assign the Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

23. SERVICES PROVIDED IN CONNECTION WITH RENTAL OF EQUIPMENT

TOOL SERVICES. "Tool Services" may include tool tracking services, tool tracking software, utilization data (via printed/electronic reports), an on-site technician to manage tools and other equipment, and a tool room, if needed. Unless otherwise agreed to by the parties, Customer shall (i) provide a safe location for the trailer where it can be housed for the duration of the project; (ii) provide power to supply electricity to the trailer (generator or plant power); (iii) install scaffolding around the trailer if the site does not make use of the trailer's stairs; (iv) supply THOMAS BROTHERS EQUIPMENT RENTAL, with information regarding access requirements, including but not limited to, site-specific classes, drug testing requirements, fatigue day rules, etc., prior to delivery; (v) supply THOMAS BROTHERS EQUIPMENT RENTAL, with a list of personnel authorized to check-in and check-out tools and/or allowed to request addition/removal of inventory.

VEHICLE RENTAL

Accidents, Theft and Vandalism. Customer must promptly and properly report any accident, theft or vandalism involving the Vehicle to THOMAS BROTHERS EQUIPMENT RENTAL, and to the police in the jurisdiction in which such incident takes place. Customer should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If Customer or any Qualified Operator receive any papers relating to such an incident, those papers must be promptly given to THOMAS BROTHERS EQUIPMENT RENTAL. Customer and any Qualified Operators must cooperate fully with THOMAS BROTHERS EQUIPMENT RENTAL, investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ANY AND ALL LIABILITY PROTECTION PURCHASED FROM, OR PROVIDED BY, THOMAS BROTHERS EQUIPMENT RENTAL. Customer and any Qualified Operators authorize THOMAS BROTHERS EQUIPMENT RENTAL, to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.

Third Party Charges. Taxes, tax reimbursements, vehicle licensing fees, governmental or other surcharges and similar fees are charged/recovered at the rates specified on the Reservation Details or as otherwise required by applicable law. Customer is responsible for paying these amounts to THOMAS BROTHERS EQUIPMENT RENTAL.

Cleaning. Upon return, if the Vehicle in THOMAS BROTHERS EQUIPMENT RENTAL, discretion requires more than THOMAS BROTHERS EQUIPMENT RENTAL, standard cleaning, THOMAS BROTHERS EQUIPMENT RENTAL, will charge Customer a minimum of \$250 for professional cleaning.

Smoking. THOMAS BROTHERS EQUIPMENT RENTAL, maintains a non-smoking fleet, including a prohibition on the use of e-cigarettes in the vehicle. If the Vehicle has an odor or is soiled from smoke or vapor of any kind, THOMAS BROTHERS EQUIPMENT RENTAL, will charge a minimum of \$250 for odor removal.

Recovery Costs. Customer is responsible for recovery expenses, consisting of costs of any and all kinds (and including attorneys' fees and court costs) incurred by THOMAS BROTHERS EQUIPMENT RENTAL, in recovering the Vehicle (i) under this Rental and Service Agreement; or (ii) if it is seized by governmental authorities as a result of the use of the Vehicle by Customer, any Qualified Operator or any other operator with Customer.

Lost Keys/Key Fobs/Transponders/ Lockouts. If Customer loses the Vehicle's keys, key fobs, or toll transponder, THOMAS BROTHERS EQUIPMENT RENTAL, will charge Customer for the actual cost of replacing the item, a \$60 fee for THOMAS BROTHERS EQUIPMENT RENTAL, out-of-pocket administrative costs for replacing lost toll transponders, and for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle. If Customer or Qualified Operator locks the keys and/or key fobs in the Vehicle and requests assistance from THOMAS BROTHERS EQUIPMENT RENTAL,, THOMAS BROTHERS EQUIPMENT RENTAL, may charge Customer for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle.

Parking and Traffic Violations. CUSTOMER WILL BE RESPONSIBLE FOR, AND WILL PAY WITHOUT DELAY, ALL PARKING AND TRAFFIC VIOLATIONS, AS WELL AS OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE AND IMPOUND FEES AND ALL TICKETS INCURRED WHILE THE VEHICLE IS ON RENT TO CUSTOMER. IF CUSTOMER IS ISSUED AN AUTOMATED TRAFFIC VIOLATION, CUSTOMER AGREES TO PAY A "TRAFFIC VIOLATION SERVICE CHARGE" COMPRISED OF THE AMOUNT OF SUCH VIOLATION PLUS A FLAT FEE OF \$20.00 WHICH IS THE AMOUNT OF THOMAS BROTHERS EQUIPMENT RENTAL, OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TRAFFIC VIOLATION MANAGEMENT SERVICE. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING ANY SUCH VIOLATION, AND EXPENSES RELATED THERETO, IS RECEIVED BY THOMAS BROTHERS EQUIPMENT RENTAL, AND MAY BE CHARGED AT A LATER DATE.

Tolls, Violations and Fees. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE FOR AND WILL PAY ALL TOLLS AND TOLL VIOLATIONS. IF CUSTOMER USES A TOLL-BY-PLATE SYSTEM, OR INCURS A TOLL OR TOLL VIOLATION, CUSTOMER AGREES TO PAY A "TOLLING SERVICE CHARGE" FOR THIS SERVICE. THE TOLLING SERVICE CHARGE IS THE AMOUNT OF THE TOLL PLUS A FLAT FEE OF \$3.30 WHICH IS THE AMOUNT OF THOMAS BROTHERS EQUIPMENT RENTAL, OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TOLL MANAGEMENT SERVICE. THE EXACT COST WILL BE CALCULATED AND CHARGED BASED ON ACTUAL USAGE OF A TOLL-BY-PLATE SYSTEM OR THE TOLL OR TOLL VIOLATION INCURRED. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING TOLL-BY-PLATE USAGE AND/OR THE TOLL OR TOLL VIOLATION INCURRED, AND EXPENSES RELATED THERETO, IS RECEIVED BY THOMAS BROTHERS EQUIPMENT RENTAL, AND MAY BE CHARGED TO CUSTOMER AT A LATER DATE. CUSTOMER MAY AVOID THE TOLLING SERVICE CHARGE BY PAYING TOLLS WITH ITS OWN TRANSPONDERS, BY USING ANOTHER TOLL PAYMENT SYSTEM, OR BY AVOIDING TOLL ROADS ALTOGETHER.

Mileage Charges; Additional Mileage Charges. For certain types of licensed, over the road Vehicles, the rental rate charged to Customer will include a specified number of miles per billing cycle. Customer will be charged for miles in excess of the specified number (the "Additional Mileage Charge") upon the return of the Vehicle. The Additional Mileage Charge will be calculated by multiplying the number of additional miles driven as determined by the Vehicle's odometer or telematics device (if applicable) by the charge per mile. For avoidance of doubt, the allowable number of miles per billing cycle and the rate for Additional Mileage Charges will be reflected in the Rental agreement and/or purchase order or similar documents.

Other Charges; Miscellaneous. Any other charges specified on or in the Rental and Service Agreement will be charged at the applicable rates specified therein. Any such charges which are stated on the Rental and Service Agreement as a daily rate shall be due and payable for each full or partial rental day. Charges for the rental of the Vehicle will continue to accrue until the Vehicle is returned to THOMAS BROTHERS EQUIPMENT RENTAL, or, if the Vehicle has been stolen while in Customer's possession, until Customer reports the theft both to the police in the jurisdiction in which the theft occurs and to THOMAS BROTHERS EQUIPMENT RENTAL.

Return of Vehicle. SOME VEHICLES MAY HAVE TELEMATICS, TRACKING, AND RELATED SERVICES SUCH AS THE TELEMATICS DEVICE, IN WHICH CASE, CUSTOMER UNDERSTANDS THAT ITS ACCESS AND USE OF THE VEHICLE OR THE SERVICES (AND ANY DATA THAT MAY BE STORED IN CONNECTION THEREWITH) ARE SUBJECT TO THE VEHICLE, SERVICE PROVIDER'S AND/OR DEVICE MANUFACTURER'S TERMS AND PRIVACY STATEMENT, WHICH MAY INCLUDE BUT NOT BE LIMITED TO OTHER TERMS, SERVICE LIMITATIONS, WARRANTY EXCLUSIONS, LIMITATIONS OF LIABILITY, WIRELESS SERVICE PROVIDER TERMS AND PRIVACY PRACTICES. IN CALIFORNIA: ELECTRONIC SERVICE TECHNOLOGY INCLUDED IN THE VEHICLE MAY BE ACTIVATED IF THE VEHICLE IS NOT RETURNED WITHIN 72 HOURS AFTER THE CONTRACTED RETURN DATE OR EXTENSION OF THE RETURN DATE. FOR RENTALS COMMENCING IN ARIZONA: IT IS REQUIRED BY LAW THAT CUSTOMER ACKNOWLEDGE ITS UNDERSTANDING THAT IT WILL BE A VIOLATION OF ARIZONA STATUTES 13-1806 IF THE VEHICLE IS NOT RETURNED WITHIN 72 HOURS OF THE DUE DATE AND TIME SPECIFIED ON THE RENTAL RECORD AND THAT CUSTOMER SHALL BE SUBJECT TO A MAXIMUM PENALTY NOT TO EXCEED US\$150,000 AND/OR IMPRISONMENT OF 2.25 YEARS. BY RENTING A VEHICLE USING THE PROGRAM FOLLOWING DELIVERY TO CUSTOMER OF THESE NORTH AMERICAN TERMS, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTAND THIS NOTICE. FOR RENTALS IN THE DISTRICT OF COLUMBIA: IT IS REQUIRED BY LAW THAT CUSTOMER BE NOTIFIED THAT IF IT FAILS TO RETURN A RENTAL VEHICLE IN ACCORDANCE WITH THE NORTH AMERICAN TERMS, IT MAY RESULT IN A CRIMINAL PENALTY OF UP TO THREE YEARS IN JAIL. FOR RENTALS IN CANADA: IF AFTER 30 DAYS, THOMAS BROTHERS EQUIPMENT RENTAL, IS UNABLE TO RECOVER THE VEHICLE, THE VEHICLE SHALL BE DEEMED TO BE UNLAWFULLY CONVERTED TO CUSTOMER'S USE, AND THOMAS BROTHERS EQUIPMENT RENTAL, MAY EXERCISE ITS LEGAL RIGHTS TO REMEDY THE THEFT OF THE VEHICLE. CUSTOMER HEREBY WAIVES ANY AND ALL RIGHTS TO COMPLAIN OF THE STEPS TAKEN BY THOMAS BROTHERS EQUIPMENT RENTAL, TO RECOVER A VEHICLE DEEMED TO BE UNLAWFULLY RETAINED BY CUSTOMER.

24. ENTIRE AGREEMENT / ONLY AGREEMENT

These terms and conditions and the front the Agreement, and any Addendum attached thereto, represent the entire agreement between Customer and THOMAS BROTHERS EQUIPMENT RENTAL with respect to the Equipment and the rental and servicing of the Equipment. There are no oral or other representations or agreements not included herein. None of THOMAS BROTHERS EQUIPMENT RENTAL, rights or Customer's rights may be changed and no extension of the terms of this Agreement may be made except in writing, signed by both THOMAS BROTHERS EQUIPMENT RENTAL, and Customer. Any use of Customer's purchase order number on this Agreement is for Customer's convenience only.

25. ORDER OF PRECEDENCE

These terms and conditions and the Agreement shall control over any terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by THOMAS BROTHERS EQUIPMENT RENTAL. In the event that THOMAS BROTHERS EQUIPMENT RENTAL, signs Customer's purchase order or similar document, such signature shall be solely for the purpose of acknowledging the order; it being the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions.

26. CLASS ACTION WAIVER

Customer agrees that any claims or proceedings brought by Customer relating to this Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue THOMAS BROTHERS EQUIPMENT RENTAL, as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against THOMAS BROTHERS EQUIPMENT RENTAL, . Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

27. JURY WAIVER

The federal and state courts in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Agreement. TRIAL BY JURY IS WAIVED. In order to effect service of process on THOMAS BROTHERS EQUIPMENT RENTAL, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the registered agent and the registered office address that is on file with the Secretary of State for THOMAS BROTHERS EQUIPMENT RENTAL,. THOMAS BROTHERS EQUIPMENT RENTAL, shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

28. OTHER PROVISIONS

Any failure of THOMAS BROTHERS EQUIPMENT RENTAL to insist upon strict performance by Customer of any terms and conditions of this Agreement shall not be construed as a waiver of THOMAS BROTHERS EQUIPMENT RENTAL, right to demand strict compliance. Customer has carefully reviewed this Agreement and waives any principle of law which would construe any provision hereof against THOMAS BROTHERS

EQUIPMENT RENTAL, as the drafter of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

Customer agrees to pay all reasonable costs of collection, court costs, attorneys' fees and other expenses incurred by THOMAS BROTHERS EQUIPMENT RENTAL in the collection of any charges due under this Agreement or in connection with the enforcement of its terms.

Customer shall pay the rental charges without any offsets, deductions or claims.

Customer consents to the collection, use and disclosure of his or her personal identification and financial information as described herein and in THOMAS BROTHERS EQUIPMENT RENTAL, Privacy Policy. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information includes, for example, Customer's name, billing address, ZIP code, telephone number, date of birth, driver's license number and email address. Financial information includes, for example, information related to any balances or invoices related to the Agreement. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with THOMAS BROTHERS EQUIPMENT RENTAL, and for THOMAS BROTHERS EQUIPMENT RENTAL, to evaluate and improve its products and services and/or develop new products or services. Customer's personal identification information and/or financial information may be disclosed to contractors, service providers and other third parties that support THOMAS BROTHERS EQUIPMENT RENTAL, business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.

THOMAS BROTHERS EQUIPMENT RENTAL, shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (i) permanent closure of the Store Location; (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government; or (iii) as otherwise set forth in this Agreement.

If any provision of this Agreement is invalid, illegal or incapable of being enforced under applicable law, that provision will be severed from this Agreement and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties shall modify this Agreement so as to effect the original intent of the parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

29. CRIMINAL WARNING

The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

30. GPS TRACKING

Customer and THOMAS BROTHERS EQUIPMENT RENTAL, each consent to the collection and monitoring of electronic information, including Global Positioning System ("GPS") data, generated by or in connection with Customer's use of or the location of the Equipment (including the Telematics Devices). Customer agrees that THOMAS BROTHERS EQUIPMENT RENTAL, owns the data described in this paragraph and may use such data, including GPS data, for any purpose, including commercial purposes.

31. FORCE MAJEURE

Neither party shall be liable to the other party for failure to comply with the terms of the Rental and Service Agreement or performance of its obligations hereunder to the extent such failure has been caused by Force Majeure, provided that the non-performing party shall give notice to the other party as soon as commercially possible and shall exercise reasonable efforts to resume performance. For the purposes of the Rental and Service Agreement, "Force Majeure" shall mean fire, war, insurrection, act of terrorism, riots, flood, hurricane, typhoon, earthquake, tornado, mudslide, tsunami, and any other natural disaster, pandemic or other causes beyond the reasonable control and not due to the fault of the non-performing party.

32. CHANGES TO THE RENTAL AND SERVICE TERMS

THOMAS BROTHERS EQUIPMENT RENTAL, reserves the right to modify or make changes to these Rental and Service Terms at any time. Any such modification will be reflected in these terms as of the "Last update" date above, and will be effective immediately upon public posting on THOMAS BROTHERS EQUIPMENT RENTAL, website. Customer's continued use of the Equipment following any such modification constitutes the Customer's acceptance of these modified Rental and Service Terms. Except for changes described here, no other amendment or modification of these Rental and Service Terms will be effective unless in writing and signed by the parties.