

## AA Rental Terms and Conditions –

### All Locations

#### 1. DEFINITIONS.

- a. “AA Rental” is AA Rental and its affiliated companies, their respective officers, directors, employees and agents.
- b. “Authorized Individuals” are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired.
- c. “Customer” is identified by driver’s license, or other governmental documentation or separate agreement in the case of a corporate account and includes any of the Customer’s representatives, agents, officers, employees or anyone signing this Contract on your behalf.
- d. “Damage Waiver” is the damage protection plan described in Section 10.
- e. “Delivery” Delivery means a delivery from AA Rental. Delivery must take place on a level, flat, paved surface and not near any obstacle or property subject to damage. For the purposes of determining transfer to Customer, Delivery means the moment loading of Equipment is complete, if the Customer is using AA Rental’s trailer, the moment the equipment is staged for loading on to customer’s trailer, truck or transport on AA Rental’s premises, and the moment that the equipment has been unloaded, if transported by AA Rental to a Client’s Site Address.
- f. “Environmental Services Charge” is the charge described in Section 17.
- g. “Equipment” is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented.
- h. “Equipment Data” means any operational, performance, location, usage or other data, information or analytics generated by, collected from, or related to the Equipment and its use during the Rental Period, which Customer acknowledges may be automatically collected and transmitted to AA Rental through various technological means.
- i. “Incident” is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment.
- j. “Lost” means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 1 days from the time due to be returned.

- k. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees, expenses, and governmental charges.
- l. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for Rental Day use.
- m. "Party" means AA Rental or Customer and together both are the "Parties".
- n. "Rental Day" means a period of twenty-four (24) hours, beginning when the rental is initiated, subject to the following special conditions: 1. Standard Rental Day: Each Rental Day begins at the time of rental initiation and continues for 24 hours; 2. Weekend Schedule:
  - a) For rental initiated on or after Friday at 12:00 PM (noon), the Rental Day ends at 12:00 PM (noon) on Saturday;
  - b) A new Rental Day begins at 12:01 PM on Saturday;
  - c) Sunday is not counted as a Rental Day if the Equipment is returned to the Store by 8:30 AM on Monday, at the Company's discretion;3. Partial Days: Any fraction of a Rental Day will be charged as a full Rental Day; 4. Rental Period: Rental Days continue to accrue until the Equipment is returned to the Store, as required in these Terms and Conditions.
- o. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by AA Rental during normal business hours, provided Customer has otherwise complied with this Contract. Rental Periods are comprised of one or more Rental Days. The Customer must request any extension of the Rental Period by phone to AA Rental or in writing at least 24 hours before the scheduled end of the current Rental Period. Extensions may be granted or withheld in AA Rental's sole discretion. Failure to provide the minimum 48-hour notice may result in additional fees or denial of the extension request.
- p. "Site Address" is the location or locations that Customer warrants the Equipment will be located during the Rental Period. These will be the only locations where the Customer is authorized to use the equipment by AA Rental. Regardless of any location represented by the Customer, such Site Address shall be no more than 100 miles from the Store.
- q. "Store" is the AA Rental location identified in the loading slip which contains the Customer's Ticket Number.
- r. "Ticket Number" is the number Customer obtains from AA Rental evidencing the Customer's call to pick up Equipment.
- s. "Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges. The

Transportation Surcharge may also include additional fees and expenses for any service calls arising from a violation of this agreement. For the avoidance of doubt, the Transportation Surcharge does not include or defray any cost to the Customer of any tires or other consumables used in the rental.

2. **TERMS.** When the Customer either signs this Contract or takes possession of the Equipment—whichever happens first—it signifies their acceptance of the terms outlined in this and all previous and future agreements with AA Rental upon receiving AA Rental's Equipment under those agreements. The Equipment is leased to the Customer under this Contract as an operating lease, meaning the Customer will not obtain any legal rights to the Equipment once the Rental Period ends. The Equipment will always be considered the personal property of AA Rental and must not be attached to any other property. The Customer is prohibited from using the Equipment as collateral, creating any liens against it or asserting any ownership rights against it.
3. **PERMITTED USE.** Customer agrees, represents and warrants that
  - a. Customer acknowledges and represents that AA Rental has no control over, responsibility for, or ability to supervise how the Equipment is operated during the Rental Period, whether by Customer or any other party that Customer allows to use the Equipment, either explicitly or implicitly,
  - b. Customer shall thoroughly inspect the Equipment (i) before taking possession of the equipment (ii) before each use and (iii) prior to returning it to AA Rental, to verify that: (1) the Equipment is in good working condition, (2) there are no defects or damage to the Equipment, (3) all safety and operating decals on the Equipment are clearly visible and legible, (4) the Equipment is fully suitable and appropriate for Customer's intended use, (5) Customer specifically notates any sign of Ordinary Wear and Tear or damage found by the Customer on prior to taking possession, after each use, and prior to returning such Equipment;
  - c. Customer acknowledges that: (i) it has received and reviewed all operating and safety instructions for the Equipment or had the opportunity to receive and review such operating and safety instructions, (ii) it will ensure all operators review such instructions before use, (iii) it will operate the Equipment strictly in accordance with all manufacturer's instructions, and (iv) it will use all required safety equipment and protective gear at all times ;with applicable safety equipment;
  - d. Customer represents and warrants that: (i) any person present at the Site Address who appears to be acting as Customer's agent is fully authorized to accept Delivery of the Equipment on Customer's behalf, and (ii) if

specifically requested by Customer in writing, Customer authorizes AA Rental to leave the Equipment at the Site Address without obtaining a written receipt, with Customer assuming all risks and responsibility for the Equipment from the moment of Delivery, and (iii) if the Delivery site is not judged suitable by AA Rental upon arrival, AA Rental may refuse to deliver the Equipment while charging the customer for such day;

- e. Customer shall: (i) immediately cease all use of the Equipment and (ii) promptly notify AA Rental if any of the following occurs: (1) the Equipment become s damaged, unsafe, disabled or indicates visually or by noise that it is malfunctioning, (2) the Equipment malfunctions or displays any warning lights or indicators, (3) the Equipment becomes subject to any levy, seizure, or threatened seizure, (4) the Equipment is lost or stolen, or (5) any Incident involving the Equipment occurs;
- f. Customer acknowledges and confirms that AA Rental has provided all information, documentation, and instructions that Customer needs or has requested regarding the proper and safe operation of the Equipment, and Customer has no outstanding questions or concerns regarding such operation. For the avoidance of doubt, Customer's failure to request any information, documentation or instructions shall be an affirmative representation by the Customer that Customer is skilled in the use of such equipment, and that Customer affirmatively waives the provision of such information, documentation or instructions;
- g. Customer acknowledges and agrees that AA Rental (i) is not responsible for providing operator or other training and that is the Customer's sole responsibility to obtain all training that is necessary or useful to properly and safely operating the Equipment; (ii) if AA Rental provides operator training on equipment solely by written agreement at its then current training rate solely on the terms provided in the onboarding of such training and any advice, comments or information shared by AA Rental employees regarding the safe and proper use of such Equipment is made without warranty by AA Rental or the employee(s) and does not constitute training in the use of such equipment;
- h. Customer acknowledges and agrees that it bears sole responsibility for providing any and all reasonable accommodations required by law for any Authorized Individual(s) with disabilities who may operate or interact with the Equipment, and AA Rental shall have no obligation or liability regarding such accommodations;
- i. Customer represents and warrants that: (i) only Authorized Individuals who are properly trained and qualified will be permitted to use or operate the Equipment, and (ii) Customer remains fully responsible and

liable for the Equipment and its use throughout the entire Rental Period, regardless of whether such use is by an Authorized Individual or any other person;

- j. Customer shall ensure that the Equipment is: (i) used and maintained in a careful and proper manner, (ii) operated within its rated capacity and specifications, (iii) used in strict compliance with all operating and safety instructions provided on, in, or with the Equipment, and (iv) operated in full compliance with all applicable federal, state, and local laws, regulations, permits, and licenses, including but not limited to OSHA requirements and ADA regulations, as may be amended from time to time; and ADA, as revised;
  - k. Customer shall store and maintain the Equipment in a secure, protected location at all times when not in use, taking all reasonable precautions to prevent theft, vandalism, damage, or unauthorized access; and
  - l. Customer represents and warrants that all information provided to AA Rental regarding Customer's intended use, operating conditions, and requirements for the Equipment is accurate, complete, current, and not misleading and Customer acknowledges that AA Rental relies on such information make a decision to provide Equipment to Customer and make any recommendations as to which Equipment such Customer should use.
4. **PROHIBITED USES AND RESTRICTIONS.** Customer shall not:
- a. modify, alter, tamper with, or cover up any decals, insignia, operating instructions, safety equipment, or other components of the Equipment or its indicators;
  - b. assign, transfer, or delegate any rights or obligations under this Contract to any third party;
  - c. Customer shall not loan, sublet, or permit any party unaffiliated with the Customer to use, operate, or access the Equipment in any manner. Any such unauthorized use shall be strictly prohibited and deemed a material breach of this Contract.
  - d. relocate or remove the Equipment from the designated Site Address without obtaining prior written authorization from AA Rental;
  - e. operate or use the Equipment in any manner that is negligent, illegal, unauthorized, abusive, contrary to its intended purpose or its indicated purposes when renting such equipment;
  - f. promote, advertise, or publicize the use of the Equipment through any medium or format, including but not limited to print materials, digital content, social media, audiovisual recordings, or electronic communications;

- g. permit any person other than Authorized Individuals to access, operate, or use the Equipment. Customer expressly acknowledges and agrees that the Equipment may pose serious safety risks and hazards if operated improperly or by individuals lacking proper training and authorization.
- h. Customer shall not represent or imply any partnership, joint venture, agency, or other affiliation between AA Rental (or any of its affiliates) and Customer beyond the relationship of Lessor and Lessee without AA Rental's prior written consent.

#### 5. MAINTENANCE.

- a. Customer shall perform routine maintenance on the Equipment, including but not limited to routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. **AA Rental reserves the right to inspect and validate the quality of all maintenance performed.** Customer shall be responsible for any damages to the Equipment caused by the use of improperly used fuels, oils, or coolants. Additionally, Customer shall be liable for any damage resulting from a failure to perform routine maintenance as required by this Contract.
- b. All other maintenance or repairs may only be performed by AA Rental or its agents, but AA Rental has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. For emergency repairs, Customer must immediately discontinue use of the Equipment and contact AA Rental. Service calls which are more than ten miles from the AA Rental Location or outside of AA Rental's normal business hours shall be charged 200% of the regular service rate. If AA Rental determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If AA Rental determines, in its sole discretion, the repairs are needed due to Customer's negligence, misuse, or wrongful use of the equipment, Customer shall pay 200% of regular service rates, which may be cumulatively multiplied with the 200% fee for the distance from store location or off hours Service. AA Rental shall be under no obligation to commence repair work until Customer has paid the estimated repair costs and customer expressly authorizes AA Rental to charge Customer's credit card for such work.
- c. AA Rental additionally reserves the right to charge Customer's credit card and/or account for any amounts owed for damaged or lost Equipment. If Equipment is damaged in excess of 20% of the

Equipment's FMV, (as determined by AA Rental in its sole reasonable discretion) Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable.

- d. AA Rental shall have the right to inspect, maintain, repair, and recover the Equipment at any location. Customer warrants and represents that it has full authority to, and hereby does, grant AA Rental and its authorized representatives an irrevocable right to enter any premises where the Equipment is located for such purposes. Customer shall (i) cooperate fully with AA Rental in facilitating such access, (ii) provide reasonable advance notice of any site-specific requirements or restrictions, (iii) obtain all necessary third-party consents, permits, and authorizations required for such access, and (iv) ensure that AA Rental's access rights remain unimpeded throughout the term of this Agreement. AA Rental shall provide reasonable notice prior to any such entry, except in cases of emergency or default.
  - e. AA Rental shall be responsible for repairs necessitated by Ordinary Wear and Tear. AA Rental's capacity to perform repairs may be limited by the availability of parts, technicians, or other unforeseen circumstances. Customer acknowledges and knowingly assumes the risk of any delays that may occur as a result of these limitations, and agrees that AA Rental shall not be held liable for any such delays that impact the repair or maintenance of the Equipment. Customer agrees that AA Rental shall not be liable for any direct, indirect, incidental, special, or consequential damages or losses and repair or replacement of the Equipment is Customer's exclusive remedy for AA Rental's breach of this Section and that AA Rental shall have no liability for any losses suffered by the Customer arising from or relating to equipment failure, malfunction, or maintenance issues or delays.
  - f. In the event of any breach of this Contract by Customer, and notwithstanding service commitments made by AA Rental, AA Rental shall have no obligation to: (i) terminate the Rental Period; (ii) perform any repairs; or (iii) provide replacement equipment to Customer, unless and until Customer or Customer's authorized agent agrees in writing to pay all applicable charges, fees, and costs associated with such services.
- 6. CUSTOMER LIABILITY AND INCIDENT PROCEDURES**
- a. ASSUMPTION OF RISK. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CONTROL, AND USE OF THE EQUIPMENT, REGARDLESS OF FAULT, INCLUDING BUT NOT LIMITED TO:**
    - I. PERSONAL INJURY OR DEATH;**

- II. RENTAL CHARGES;
- III. THEFT, LOSSES, DAMAGES, AND DESTRUCTION;
- IV. TRANSPORTATION, LOADING, AND UNLOADING ACTIVITIES.

**b. Customer Obligations Following an Incident. .**

I. After any Incident involving the Equipment, Customer shall:

- 1. Immediately notify:
  - A. AA Rental;
  - B. Law enforcement authorities, when appropriate;
  - C. Customer's insurance carriers;
- 2. Secure and preserve:
  - A. The Equipment;
  - B. The surrounding premises in their post-Incident condition until AA Rental or its agents complete their investigation;
- 3. Submit to AA Rental copies of all police reports and other third-party documentation within 24 hours of receipt.

II. Financial Responsibilities. Following an Incident, Customer shall pay AA Rental:

- 1. All sums due under this Agreement.
- 2. The rental rate for Equipment until either:
  - A. Repairs are completed; or
  - B. Equipment is replaced;
- 3. And the greater of, either:
  - A. The Fair Market Value (FMV) of the Equipment, inclusive of any tariffs or excise taxes levied on such equipment; or
  - B. The full charges for recovery and repairs of damaged Equipment.
  - C. Accrued rental charges shall not be offset against these amounts.

**c.** AA Rental's Rights. AA Rental maintains the immediate right, but not the obligation, to reclaim any Equipment involved in an Incident.

**d. CUSTOMER SHALL BE SOLELY AND ABSOLUTELY RESPONSIBLE FOR ALL RISKS FROM THE MOMENT OF DELIVERY FOR THE EQUIPMENT, INCLUDING WITHOUT LIMITATION ALL PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION OCCURRING DURING POSSESSION, CONTROL, TRANSPORTATION (INCLUDING LOADING**

**AND UNLOADING), OR USE OF THE EQUIPMENT,  
REGARDLESS OF FAULT OR NEGLIGENCE**

**2. ABSOLUTE DISCLAIMER OF WARRANTIES. AA RENTAL MAKES NO WARRANTIES WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ANY "RECOMMENDATIONS" COMMENTS OR ADVICE RECEIVED FROM ANY AA RENTAL EMPLOYEE REGARDING THE RENTAL OF ANY PARTICULAR EQUIPMENT IS SOLELY FOR THE CUSTOMER'S CONVENIENCE AND MAY NOT BE RELIED UPON FOR ANY PURPOSE. AA RENTAL EXPLICITLY AND COMPLETELY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF THE EQUIPMENT'S DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PURPOSE. CUSTOMER TAKES THE EQUIPMENT "AS IS, WHERE IS" WITH ALL FAULTS, WITH NO RECOURSE AGAINST AA RENTAL ENTITIES. CUSTOMER BEARS ALL RISKS OF USING THE EQUIPMENT. CUSTOMER FULLY RELEASES AA RENTAL ENTITIES FROM ANY AND ALL LIABILITY AND DAMAGES, INCLUDING BUT NOT LIMITED TO:**

- 1. LOST PROFITS**
- 2. PERSONAL INJURY**
- 3. SPECIAL DAMAGES**
- 4. INCIDENTAL DAMAGES**
- 5. CONSEQUENTIAL DAMAGES**

**THIS RELEASE APPLIES EVEN IF AA RENTAL WAS WARNED OF POSSIBLE DAMAGES, AND COVERS ALL ISSUES RELATED TO THE EQUIPMENT, INCLUDING ITS INSTALLATION, OPERATION, USE, DEFECTS, FAILURES, AA RENTAL'S BREACH OF OBLIGATIONS, AND ANY ERRORS IN INFORMATION FROM CUSTOMER OR THIRD PARTIES THAT AA RENTAL RELIED UPON. EXCEPTION: IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THE LIMITATION ON CONSEQUENTIAL DAMAGES FOR PERSONAL INJURIES DOES NOT APPLY. IN CONSIDERATION OF THE RENTAL**

OF EQUIPMENT, CUSTOMER AGREES THAT AA RENTAL'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM AA RENTAL'S, AA RENTAL ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID FOR THE SPECIFIC ITEM OR ITEMS OF EQUIPMENT IN CONTROVERSY OR ON THE INVOICE FOR RENTALS GIVING RISE TO SUCH CONTROVERSY.

**8. RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW CUSTOMER AGREES TO RELEASE, INDEMNIFY, DEFEND (WITH COUNSEL APPROVED BY AA RENTAL), AND HOLD HARMLESS AA RENTAL ENTITIES FROM AND AGAINST ANY AND ALL: (I) LIABILITIES; (II) CLAIMS; (III) LOSSES; (IV) DAMAGES; AND (V) EXPENSES, INCLUDING ATTORNEYS' FEES AND LEGAL EXPENSES. THIS OBLIGATION APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW AND COVERS ALL MATTERS ARISING FROM OR RELATED TO: (I) ANY INCIDENT INVOLVING THE EQUIPMENT; (II) DAMAGE TO PROPERTY; (III) INJURY OR DEATH OF ANY PERSON; (IV) CONTAMINATION OR ALLEGED CONTAMINATION; (V) VIOLATION OF LAW OR REGULATION; (VI) CUSTOMER'S OR ITS PERMITTED THIRD PARTIES' ACCESS, USE, POSSESSION, OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD; OR (VII) BREACH OF THIS CONTRACT. THIS INDEMNIFICATION APPLIES REGARDLESS OF WHETHER SUCH MATTERS ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (INCLUDING GROSS NEGLIGENCE), OTHER FAULT, OR STRICT OR ABSOLUTE LIABILITY OF ANY AA RENTAL ENTITY. CUSTOMER EXPRESSLY WAIVES ITS WORKERS' COMPENSATION IMMUNITY TO THE EXTENT APPLICABLE. THESE INDEMNIFICATION OBLIGATIONS: (I) ARE JOINT AND SEVERAL; AND (II) SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT..**

**9. INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by

all risks to the Equipment, in an amount at least equal to the FMV thereof, unless THE DAMAGE WAIVER is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name AA Rental and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for AA Rental to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide AA Rental with certificates of insurance to [sales@aarental.com](mailto:sales@aarental.com) evidencing the coverages required above prior to any rental and any time upon AA Rental's request. To the extent AA Rental Entities carry any insurance, AA Rental Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

**10. DAMAGE WAIVER.** Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the Damage Waiver, if accepted by Customer. The Damage Waiver is an optional service that covers the cost of repaired or replacement of Equipment damaged during normal use. The Damage Waiver is NOT INSURANCE and does NOT protect Customer from liability to AA Rental or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE DAMAGE WAIVER IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** The following **conditions** must be absolutely satisfied for the Damage Waiver to apply: (i) Customer accepts the Damage Waiver in advance of the rental; (ii) Customer pays 12% of the gross rental charges as the fee for the Damage Waiver (plus applicable taxes); and (iii) Customer fully and strictly complies with the terms of this Contract. The Customer acknowledges and agrees that they waive protection of the Damage Waiver if the foregoing are not absolutely satisfied. The Damage Waiver does NOT cover: (A) loss of Equipment (A) damage caused by theft; (C) damage caused by abuse, misuse, neglect, negligent use or accidents involving a third party; (C) damage to accessories or Equipment for which Customer is not charged the Damage Waiver fee. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE DAMAGE WAIVER. THE DAMAGE WAIVER IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE THE DAMAGE WAIVER IN WRITING, FAILS TO PAY THE DAMAGE WAIVER FEE OR MADE OTHER**

**CONTRACTUAL ARRANGEMENTS WITH AA RENTAL.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, AA Rental retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable and shall be deemed liquidated damages for AA Rental's lost income and not as a penalty. Customer agrees to promptly return any Equipment that is recovered. AA Rental shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign AA Rental all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to AA Rental whatever documents are required and take all other necessary steps to secure in AA Rental such rights, at Customer's sole expense.

**11. RENTAL RATES.** Total charges under this Contract are estimated based on the Customer's stated Rental Period and apply to each Rental Day's use, unless otherwise specified. Rates may change for rental periods extending beyond the stated Rental Period. Weekly and 4-week rates are not prorated, and charges continue to accrue on weekends and holidays regardless of Equipment use. In addition to the base rental rate, Customer is responsible for all additional charges including: all consumables; fees; licenses; current and future taxes; governmental charges related to Equipment possession and use; additional fees for multiple shift use; delivery and pickup charges (including freight, transportation, and surcharges if equipment is delivered to any Site Address); maintenance, repairs and replacements; cleaning fees; miscellaneous charges (lost keys, the damage waiver, Equipment recovery costs, emergency mobilization, store opening); fuel costs and refueling; fines for improper fuel use; Environmental Services Charge; Transportation Surcharge; and any applicable Tariff surcharges reasonably based on then-current Tariffs that increase equipment and repair costs.

The convenience charge for off-road diesel fuel excludes governmental motor fuel taxes or charges. AA Rental collects all fees and surcharges, including Tariff surcharges as revenue and uses them at its discretion.

## **12. PAYMENT AND CREDIT TERMS.**

**(a) Payment Terms.** Customer shall pay all amounts due under this Contract without offset or deduction as follows: (i) in advance at the time of rental, unless AA Rental has approved Customer's commercial credit application; or (ii) for approved

commercial customers, in arrears upon receipt of AA Rental's invoice by cash, check, or ACH.

(b) Disputes and Late Payments. Customer must notify AA Rental in writing of any disputed amounts within 15 days after receipt of the invoice/contract or irrevocably waives the right to dispute such amounts. For delinquent accounts, AA Rental may, at its discretion: (i) require cash payment, (ii) demand deposits, and (iii) retrieve Equipment without notice. Due to the difficulty of determining actual damages from late payments, Customer agrees to pay a service charge on delinquent amounts at the lesser of: (i) 1.5% per month, or (ii) the maximum rate permitted by applicable law (the "Maximum Legal Rate"). If any service charge exceeds the Maximum Legal Rate, such charge shall automatically be reduced to the Maximum Legal Rate. Customer shall reimburse AA Rental for all collection costs, including attorneys' fees, which the parties hereby stipulate and agree shall be not less than twenty-five percent (25%) of all sums due. Payment of service charges does not cure any default under this Contract.

(c) Additional Charges. Customer shall pay: (i) a \$75 fee for each returned check to cover processing costs, and (ii) a credit card surcharge of 2% (minimum \$3) on charge accounts, which does not exceed AA Rental's merchant discount rate and may be subject to sales tax.

(d) Credit Card Authorization. By presenting a credit or debit card for payment or payment guarantee, Customer IRREVOCABLY authorizes AA Rental to charge such card for: (i) all amounts under this Contract, (ii) subsequent **including equipment damage, (iii) rental extensions, and (iv) any other amounts that become due.** **This authorization is irrevocable and survives the termination of this Contract.**

**(e) Deposits. AA Rental will return deposits only after Customer has paid all amounts due in full.**

**13. RETURN OF EQUIPMENT.** AA Rental reserves the right to terminate this Contract at any time, for any reason. Customer must return the Equipment to AA Rental in the same condition as received, excluding normal wear and tear, and free of

hazardous materials and contaminants. This applies to returns for inspections, maintenance, and at the rental's conclusion. Upon return, the Equipment must be received and inspected by authorized AA Rental personnel, which includes Store Managers, Assistant Managers, or designated Equipment Technicians. These authorized personnel will conduct a thorough inspection and document the condition of the Equipment. Customer remains responsible for all rental charges until the Equipment is returned in the specified condition and accepted by authorized personnel. After hours or before hours delivery of equipment, without its receipt by authorized personell, will not relieve the customer of liability for the equipment. For Equipment delivered by AA Rental, Customer must contact AA Rental for pickup at the Site Address and obtain a Ticket Number as proof of the request. Customer remains liable for the Equipment until AA Rental confirms its satisfactory return condition. Rental charges cease on the date of the Ticket Number request, provided all other contract terms are met. Note that pickups are not available on Sundays or statutory holidays, and Saturday availability depends on Store hours. For Equipment that Customer picked up, it must be returned to the original Store during normal business hours. If Equipment is not returned by the specified end date of the Rental Period, Customer must continue paying the applicable rental rate until the return is complete.

**During the return inspection, Customer must explicitly point out and document any damages or issues with the Equipment. Any damages not noted during the initial inspection by authorized personnel shall be considered the responsibility of the Customer. Customer shall cooperate fully with AA Rental's inspection process and provide any additional information requested regarding the Equipment's condition.**

**14. PURCHASES.** For any Equipment, materials or other items identified in this Contract for purchase by Customer, AA Rental will sell and deliver these items to Customer. The sale is made on an **“AS IS, WHERE IS”** basis with all faults and includes no warranties except any existing manufacturer warranties. Customer must pay AA Rental the full purchase price for the items, and AA Rental will retain title to all items until Customer has made payment in full.

**15. DEFAULT.** A default occurs when: (a) Customer fails to make timely payments; (b) Customer violates any provision of this Contract; (c) Customer files for bankruptcy, enters receivership, seeks insolvency protection, stops business operations, or has assets seized by creditors; (d) Customer fails to maintain required Equipment insurance or puts Equipment at risk; (e) Customer does not return Equipment when AA Rental demands it; (f) Customer defaults on any other AA Rental contract; or (g) AA Rental reasonably believes its interests are at risk. Upon

default, AA Rental may immediately repossess the Equipment without court approval or advance notice, in addition to pursuing all other legal rights and remedies. Customer must reimburse AA Rental for all expenses, including collection costs, court fees, and reasonable attorney fees, incurred while enforcing these rights. AA Rental is not responsible if government authorities seize the Equipment. **CUSTOMER GIVES UP ALL LEGAL CLAIMS AGAINST AA RENTAL FOR EQUIPMENT REPOSSESSION.**

**16. CRIMINAL WARNING.** Using false identification to obtain Equipment or failing to return Equipment by the end of the Rental Period constitutes theft. This conduct will subject you to criminal prosecution and civil liability to the fullest extent permitted by law.

**17. ENVIRONMENTAL SERVICES CHARGE.** AA Rental implements environmental compliance measures and incurs various- environmental related expenses to maintain sustainable operations. These expenses may include at AA Rental's sole discretion, waste disposal, cleaning facility maintenance, fuel-efficient equipment purchases, diesel emissions tax, labor, and administrative costs. To offset these expenses, AA Rental charges an Environmental Services Charge plus applicable taxes on certain rentals. This charge is a discretionary fee collected by AA Rental as revenue, not a government-mandated tax or designated escrow payment.

**18. FUEL.** For fuel-powered Equipment, Customer must choose one of these three fuel options: (a) Prepay Fuel Option: Customer pays for a full tank of fuel upfront with a "convenience charge" (fuel capacity  $\times$  Prepay rate per gallon). If Equipment is returned with a full tank, the convenience charge is refunded. No credit is given for partially full tanks; (b) Pay on Return Option: If Equipment is returned with less fuel than at pickup, Customer pays a refueling charge (missing fuel  $\times$  Pay on Return rate per gallon); (c) Return Full Option: No charge if Equipment is returned with at least the same fuel level as at pickup (typically full tank). While self-refueling is usually the most cost-effective option, the Prepay and Pay on Return options offer convenience. These fuel options do not constitute retail fuel sales.

**19. ACCOUNT ACTIONS: AA Rental Rentals may** suspend, terminate, or block any customer account if we detect suspicious or malicious activity, security compromises, or for any other reason at our sole discretion. or the account being compromised in any way.

**20. LIMITATION OF AA RENTAL'S LIABILITY. CUSTOMER AGREES THAT IN EXCHANGE FOR RENTING THE EQUIPMENT, AA RENTAL'S TOTAL LIABILITY UNDER THIS CONTRACT WILL NOT**

**EXCEED THE TOTAL AMOUNT CUSTOMER HAS PAID IN RENTAL CHARGES. THIS LIMITATION APPLIES TO ALL TYPES OF LIABILITY, INCLUDING ANY NEGLIGENCE BY AA RENTAL INCLUDING GROSS NEGLIGENCE, AA RENTAL'S AFFILIATED ENTITIES, OR THIRD PARTIES, WHETHER ACTIVE OR PASSIVE, AS WELL AS ANY STRICT OR ABSOLUTE LIABILITY. .**

**21. WAIVER OF JURY TRIAL AND CLASS ACTION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AND AA RENTAL EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE: (A) ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING FROM OR RELATING TO THIS CONTRACT; AND (B) ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS-WIDE ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING. BOTH PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR ENTERING INTO THIS CONTRACT.**

**22. ARBITRATION AGREEMENT & CLASS ACTION WAIVER.** Either Customer or AA Rental may elect to resolve any dispute arising from or relating to this Contract through binding arbitration. All arbitration proceedings shall be: (1) conducted on an individual basis only - class action arbitration is prohibited; (2) administered by JAMS under its Streamlined Arbitration Rules and Procedures; and (3) heard by one or more arbitrators whose decision may be entered as a judgment in any court of competent jurisdiction. Any dispute about the scope, applicability, interpretation, or enforceability of this arbitration agreement, including the arbitrability of any claim or dispute, shall also be decided by arbitration administered by JAMS. The parties expressly waive any right to bring or participate in a class action, collective action, or representative action in arbitration or any other forum.

**23. EQUIPMENT LOCATION RESTRICTIONS.** (a) The Equipment shall not be removed more than 100 miles from AA Rental's store location without AA Rental's prior written consent and execution of a specific written amendment to this Contract (b) Exports or removal of the Equipment from the United States ("U.S.") is strictly prohibited under any circumstances. Any attempt to export or remove the Equipment from the U.S. shall constitute an immediate material breach of this Contract and may subject Customer to civil and criminal penalties under applicable law, (c) any Customer renting equipment for the performance of improvements to real property agrees to provide all pertinent information to AA Rental to facilitate the filing of mechanics and/or materialmen's liens affecting such property and the project improving such property, and if Customer fails to provide

such information either using questionnaire's provided by AA Rental or on Customer's own volition, Customer waives the right to contest any defect in such lien to the maximum extent allowed by law.

**24. DATA COLLECTION AND USE.** Customer acknowledges and agrees that AA Rental may collect and process various types of information related to the Equipment and its use, including but not limited to:

(a) collect, use, and disclose any information that Customer voluntarily provides, including personal identification and financial information; and

(b) collect and process Equipment Data from the Equipment.

Customer's use of the Equipment constitutes ongoing consent to AA Rental's collection and processing of all such information in accordance with AA Rental's Privacy Policy, which may be updated from time to time.

**25. GOVERNING LAW.** This Contract and any related tort claims shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provisions and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

**26. FORCE MAJEURE AND COMMERCIAL IMPRACTICABILITY.** AA Rental will not be liable to Customer or be considered in breach of this Contract if AA Rental fails to perform or delays performance when such failure or delay results from circumstances beyond AA Rental's reasonable control. These circumstances include: (a) natural disasters and acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities, terrorist acts, riots or civil unrest; (d) government orders, laws, regulations, or shutdowns; (e) embargoes, blockades, or trade restrictions, including significant increases in tariffs or import/export costs that materially affect AA Rental's ability to perform; (f) national or regional emergencies; (g) strikes or labor disputes; (h) shortages or disruptions in power, transportation, or supply chains, including significant delays in obtaining necessary parts or equipment; and (i) any other events or circumstances beyond AA Rental's reasonable control that make performance commercially impracticable.

**27. MISCELLANEOUS.** This Contract and any executed commercial credit application constitute the complete agreement regarding the Equipment. Any modifications require a written amendment signed by both Parties. Terms in Customer's purchase orders or other documents attempting to control this transaction

are void. This Contract's benefits extend only to the Parties and their permitted successors and assigns, with no rights granted to third parties. Customer's obligations continue after Contract termination. If any provision is found invalid or unenforceable, the remaining terms stay in effect. All Customer's rights to the Equipment are subordinate to rights held by others, including AA Rental's lenders. Section headings serve only for convenience. When terms conflict, the more specific term prevails. Copies of this Contract have the same validity as the original. AA Rental's failure to enforce any provision does not waive future enforcement rights. The signing party represents that they are at least 18 years old (or of legal age in the state if higher and authorized to execute this Contract, which creates a binding legal obligation for Customer. Any separate, fully executed agreement between the Parties intended to govern conflicting terms takes precedence over this Contract.