

# TERMS AND CONDITIONS

## RENTAL RATES

Rental rates shall apply for the entire time equipment is away from YOUNG's place of business regardless of weather. No allowance will be made for non-operation because of holidays, strikes, weather, or any other reason unless immediate notice is given by Lessee and prior approval is received from YOUNG.

## REPLACEMENT OF MALFUNCTIONING EQUIPMENT

If the equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and immediately notify YOUNG.

## WARRANTIES - LIMITATION OF REMEDIES

There are no warranties either express or implied of the merchantability or fitness for a particular purpose. There is no warranty that the equipment is suited for Lessee's intended use, nor that it is free from defects.

## LIMITATION OF REMEDIES

In the event of any claim against YOUNG, Lessee's recovery, if any, shall not include incidental or consequential damages, and shall in no event exceed the return of the rental fee.

## RELEASE AND INDEMNITY

Lessee assumes all risks inherent in the operation and use of the equipment by Lessee and anyone else. Lessee assumes the entire responsibility for the defense of and agrees to pay, indemnify, and hold YOUNG and its shareholders, directors, officers, employees, agents and successors (collectively "YOUNG") harmless from, and hereby fully discharges and releases YOUNG from any and all claims for damages to property or for bodily injury (including death), or loss of time or inconvenience, or consequential damages (including but not limited to lost revenue or profits) resulting from the use, operation or possession of the equipment, whether or not it be claimed or found that such damage or injury resulted in whole or in part from the negligence of YOUNG, from the defective condition of the equipment, or from any other cause.

## PROHIBITED USES

Use of the equipment in the following circumstances is prohibited and constitutes a breach of the agreement: Use for illegal purposes or in an illegal manner, Continued use when the equipment is or becomes in disrepair or becomes in an unsafe condition, Misuse, or improper or unintended use, including use contrary to the operator's manual, Use by anyone other than Lessee or its employees without YOUNG's written permission, Use without YOUNG's permission at any location other than the address furnished to YOUNG, This is not intended to be a complete list of prohibited uses.

## ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT

YOUNG may assign its rights under this agreement without Lessee's consent, but will remain bound by all obligations herein. Lessee may not sublease or loan equipment without YOUNG's prior written permission. Any purported assignment by Lessee is void.

## MAINTENANCE OF EQUIPMENT

Lessee shall be responsible for daily service of the equipment in accordance with the operator's manual. This includes, but is not limited to, greasing, checking fluid levels, air filter checking, and other minor attention that might reasonably be expected.

On long-term rentals, the Lessee is responsible for calling YOUNG after every 100 hours of use, based on the equipment's Hobbs (hour) meter. YOUNG would then be responsible for engine oil changes and similar maintenance.

## DIRTY, DAMAGED, STOLEN OR LOST EQUIPMENT

Lessee agrees to pay for any damage to or loss of the equipment as insurer, regardless of cause, except for reasonable wear and tear, while the goods are out of the possession of YOUNG. If Lessee returns equipment which is excessively dirty or muddy, with chemical damage to paint, or damage to equipment, Lessee will be charged for restoring the equipment to look and function as it did prior to rental.

## COLLECTION COSTS

Lessee agrees that if a third-party debt collection agency or licensed attorney is used to collect Lessee's debt owed to Young, Lessee agrees to pay a collection fee of the lesser of: The actual amount Young is required to pay the third party (whether a flat amount or percentage), OR 40% of the principal amount owed to Young This includes reasonable attorney's fees and all costs, expenses, and fees incurred on appeal or in administrative proceedings.

## NOTIFICATION OF DEFECT OR INJURY

Lessee agrees to notify YOUNG immediately upon the occurrence of an injury or the discovery of a defect in the equipment.

## REPOSSESSION

Upon failure to pay rent or other breach of this agreement, YOUNG may terminate this agreement, take possession of, and remove the goods from wherever they are located. YOUNG and its agents shall not be liable for any claims for damage or trespass arising out of the removal. Lessee agrees to reimburse YOUNG for all costs and attorney's fees associated with repossession or replevin.

## FAILURE TO RETURN GOODS DURING BUSINESS HOURS

If goods are not returned during YOUNG's regular business hours to YOUNG's secure area, Lessee agrees to pay for any damage or loss occurring between the rental start time and the next business day.

## DISCLAIMER OF MANUFACTURER

Lessee agrees that YOUNG is neither the manufacturer of the equipment nor the agent of the manufacturer.

## USE OF EQUIPMENT

Lessee agrees that the equipment shall be used only by competent operators and is solely responsible for providing them. Lessee certifies that no operator will use the equipment: **(1)** Before reading the owner/user, safety, and operational manuals **(2)** Before becoming familiar with controls and safety instructions **(3)** Outside of strict compliance with all safety and operational instructions. This includes required use of safety gear such as fall protection when applicable.

## TITLE

This agreement is not a contract of sale. Title to the equipment remains with YOUNG.

## TAXES

Rental rates do not include applicable taxes. Any required taxes will be added to the rental payment.

## LAWS

Lessee agrees to comply with all local, state, and federal laws related to the operation of the equipment and to pay all related costs.

## SEVERABILITY

If any provision of this agreement is found invalid or unenforceable, the remaining provisions shall remain in effect.

## SUBROGATION

In the event of loss or damage, YOUNG is subrogated to Lessee's rights of recovery against any third party. Lessee agrees to cooperate fully and take no action that would impair those rights.

## LIABILITY DISCLAIMER

YOUNG shall not be liable for any damages resulting from the supply, use, or servicing of equipment.

## ENTIRE AGREEMENT

This document represents the entire agreement between the parties. Acceptance of equipment constitutes acceptance of these terms. Any conflicting terms are unenforceable.

## INSPECTION

Lessee acknowledges inspection of the equipment and accepts it as suitable, in good condition, and free from defects.

## DEFINITION OF RENTAL PERIODS

Day: 24 hours or 8 hours of use (whichever comes first) Weekend: Friday 4:00 PM to Monday 9:00 AM or 12 hours of use, Week: 7 days, 5 working days, or 40 hours of use, Month: 28 days, 20 working days, or 160 hours of use. Additional hourly charges may apply if usage exceeds limits.

## BREAKS AND TIRE WEAR

The Lessee shall be fully liable for any and all damage, loss, or excessive wear arising from the improper use or misuse of the trailer braking system while the trailer is in the Lessee's possession or control. Such liability includes, but is not limited to, premature or excessive wear of brake components, tire flat-spotting resulting from negligent operation, and uneven or abnormal tire wear caused by improper braking practices, loading trailer past load capacity