



Harrison Kothmann- (512) 461-8660  
Trish/Office- (325) 651-0651

## Big Country Rental & Sales, LLC Rental Agreement TERMS AND CONDITIONS

By accepting, you, the Customer (as defined below) agree and acknowledge that Customer has read, understands, accepts full responsibility for and is bound by the terms and conditions contained in this Rental Agreement (as defined below), which also consists of any optional products purchased by Customer in connection with this rental and the Reservation Details (as defined below) hereof for the Rental Period (as defined below) whether or not subsequent agreements are executed by Customer or if Big Country Equipment Rental and Sales assigns a new agreement number during the Rental Period for the purpose of invoicing Customer. The Customer agrees this Rental Agreement will remain in effect for each rental during the life of the Customer and Big Country's business relationship.

1. **DEFINITIONS.** "Rental Agreement" means this Rental Agreement, including the Reservation Details. "Big Country Equipment Rental and Sales" means Big Country Equipment Rental and Sales (North America), LLC. "Equipment" means any one or more of the items identified in the Reservation Details and any accessories, attachments or other similar items delivered to Customer, including, but not limited to air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. "Customer" means the person or entity identified as such in the Reservation Details or any representative, agent, officer or employee of Customer. "Store Location" means the closest Big Country Equipment Rental and Sales branch location to the Job Location described in the Reservation Details. "Rental Period" means the period of time between the date "From" and date "To," set forth in the Reservation Details, except that the Rental Period may extend or terminate earlier as provided in Sections 18 and 25 hereof or if Customer returns the Equipment earlier. "Reservation Details" means the Equipment, Rental Period, Delivery Information, Payment Information and other information set forth on the Confirmation/Order Summary Screen. "Credit Card" means the credit card provided by Customer as part of this Rental Agreement or otherwise kept on file with Big Country Equipment Rental and Sales.

2. **AUTHORITY TO SIGN.** Any individual agreeing to this Rental Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Rental Agreement on behalf of Customer.

3. **INDEMNITY / HOLD HARMLESS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD BIG COUNTRY EQUIPMENT RENTAL AND SALES, AND ANY 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, ATTORNEYS' 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 OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST BIG COUNTRY EQUIPMENT RENTAL AND SALES BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY BIG COUNTRY EQUIPMENT RENTAL AND SALES FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF BIG COUNTRY EQUIPMENT RENTAL AND SALES. 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 RENTAL AGREEMENT.

4. **INSPECTION OF EQUIPMENT.** Customer acknowledges that Customer will inspect the Equipment prior to taking possession thereof, and Customer will only accept delivery of the Equipment if Customer determines that the Equipment is in good working order and repair and is suitable for Customer's needs. Customer further acknowledges that Customer will inspect 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 Customer will take delivery of such Equipment only if such propulsion tank contains no dyed fuel. Customer acknowledges that Customer is familiar with the proper operation and use of each item of Equipment. Customer acknowledges that, prior to taking possession of the Equipment, Customer will obtain and read all safety bulletins, operator manuals, and tabulated data for each item of Equipment. Customer agrees to inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to any towing vehicle. Customer acknowledges Big Country Equipment Rental and Sales is not responsible for any damage to any towing vehicle caused by detachable hitches or mirrors.

**5. LIMITATION OF LIABILITY.** In no event shall Big Country Equipment Rental and Sales 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) Big Country Equipment Rental and Sales's failure to deliver the Equipment as required hereunder, or Big Country Equipment Rental and Sales's failure to repair or replace non-working Equipment; (iii) or any incidental, consequential, punitive or special damages. 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 Big Country Equipment Rental and Sales and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

**6. USE OF EQUIPMENT.**

A. Customer will not use or allow anyone to use the Equipment: (I) for an illegal purpose or in an illegal manner; (ii) without a license, if required under any applicable law, (iii) or who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A. and the Internal Revenue Code) which may apply to the use of the Equipment. 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. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD BIG COUNTRY EQUIPMENT RENTAL AND SALES HARMLESS FROM ALL FINES, PENALTIES AND COSTS INCURRED BY BIG COUNTRY EQUIPMENT RENTAL AND SALES 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; (iii) and immediately notify Big Country Equipment Rental and Sales when Equipment needs repair or maintenance and cease using the Equipment. Customer acknowledges that Big Country Equipment Rental and Sales has no responsibility to inspect the Equipment while it is in Customer's possession. Big Country Equipment Rental and Sales shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason.

**B. 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 agreeing to this Rental Agreement, Customer accepts all liabilities and responsibilities contained in the California regional notification center law.

**7. DISCLAIMER OF WARRANTIES. BIG COUNTRY EQUIPMENT RENTAL AND SALES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, BIG COUNTRY EQUIPMENT RENTAL AND SALES DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.**

**8. 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 Big Country Equipment Rental and Sales. If such condition is the result of normal operation, Big Country Equipment Rental and Sales will repair or replace the Equipment with reasonably similar Equipment in working order, if such replacement Equipment is available. Big Country Equipment Rental and Sales 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 24 hours from the time of defect in order to terminate rental charges.

**9. RETURN OF EQUIPMENT /DAMAGED & LOST EQUIPMENT.** At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during Big Country Equipment Rental and Sales's regular business hours. The Equipment is to be in the same condition as when delivered to Customer, subject to reasonable wear and tear, as defined below. In the event that Big Country Equipment Rental and Sales has agreed to pick up the Equipment from Customer, Customer shall notify Big Country Equipment Rental and Sales in writing that the Equipment is "off rent" and shall obtain an "off rent" confirmation number from Big Country Equipment Rental and Sales. Big Country Equipment Rental and Sales shall endeavor to pick up the Equipment within a commercially reasonable period of time after the Equipment is called "off rent." Customer shall be liable for all damages to or loss of the Equipment from the time the Equipment leaves the Store Location until the Equipment is (i) returned to the Store Location, including any damage during transit to or from Customer; (ii) or picked up by Big Country Equipment Rental and Sales after issuance of an "off rent" confirmation number. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Big Country Equipment Rental and Sales for any reason whatsoever, Customer will pay Big Country Equipment Rental and Sales 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 Big Country Equipment Rental and Sales the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Big Country Equipment Rental and Sales shall be under no obligation to commence repair work until Customer has paid to Big Country Equipment Rental and Sales the estimated cost therefor. Customer agrees that Big Country Equipment Rental and Sales 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.

**10. 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 12 below). The following shall not be deemed 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; (ii) except where Big Country Equipment Rental and Sales 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; (vi) and any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

**11. LATE RETURN.** Customer agrees that if the Equipment is not returned by the end of the Rental Period, Big Country Equipment Rental and Sales, in its sole discretion, may require Customer to do any of the following: (i) continue to pay the rental rate(s) applicable to the Equipment as specified in the Reservation Details; (ii) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (iii) or pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period. Customer agrees that Big Country Equipment Rental and Sales 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.

**12. RENTAL PERIOD / CALCULATION OF CHARGES.**

A. Rental charges commence when the Equipment leaves the Store Location and ends when the Equipment is returned to the Store Location during Big Country Equipment Rental and Sales's regular business hours. Rental charges do not include the cost of the Refueling Service Charge, any applicable taxes, the cost of the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge or other miscellaneous charges. If Customer chooses to have Big Country Equipment Rental and Sales deliver and pick up the Equipment, Customer agrees to pay a Delivery and Pickup Service Charge. In the event that Customer has elected to pay for the Delivery and Pickup Service Charge, Customer shall notify Big Country Equipment Rental and Sales in writing that the Equipment is "off rent" and obtain an "off rent" confirmation number from Big Country Equipment Rental and Sales, at which time rental charges shall no longer be assessed, unless otherwise provided herein. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one shift" usage based on an 8-hour day, 40 hours per week and 160 hours per 4-week period. On power equipment, operations in excess of one shift will be as follows: 1.5 times the rental charges for double shift and 2 times the rental charges for triple shift. Customer will truthfully and accurately certify to Big Country Equipment Rental and Sales 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 this Rental Agreement. TIME IS OF THE ESSENCE.

B. Rental charges commence when the Equipment leaves the Store Location and ends when the Equipment is returned to the Store Location. If the rental equipment is rented out by an Hourly rate, the hourly rate has a minimum of 200 hours. If the renter goes over the 200-hour minimum the renter will not be charged an extra fee but just the hourly rate of the piece of equipment.

C. 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 agreeing to this Rental Agreement, Customer agrees to pay this charge.

**13. 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.

**14. 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, covenants, and agreements to be performed by Customer hereunder. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by Big Country Equipment Rental and Sales as a result of the breach.

**15. PAYMENT.** All amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental charges is essential to Big Country Equipment Rental and Sales's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Big Country Equipment Rental and Sales agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24%

per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Customer agrees that Big Country Equipment Rental and Sales 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.

**16. TITLE / NO PURCHASE OPTION / NO LIENS.** This Rental Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Big Country Equipment Rental and Sales. Unless covered by a specific supplemental agreement signed by Big Country Equipment Rental and Sales, 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.

**17. TIRE AND TUBE REPAIR OR REPLACEMENT.** Repair or replacement of tires and tubes is the responsibility of Customer and is not included in the rental rate.

**18. DEFAULT.** Customer shall be deemed in default should Customer: (i) in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Agreement; (ii) become "Insolvent" (as defined herein), or should Big Country Equipment Rental and Sales anticipate that Customer may become Insolvent; (iii) or otherwise be in default. If Customer is in default, Big Country Equipment Rental and Sales 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 Big Country Equipment Rental and Sales's 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, retaking 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 Big Country Equipment Rental and Sales in retaking and repossessing the Equipment; (iv) or pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer shall: (i) generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; (ii) make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; (iii) 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; (iv) 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; (v) 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.

**19. 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; (iii) and 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 Big Country Equipment Rental and Sales. Big Country Equipment Rental and Sales shall be named as an additional insured for liability insurance and, if applicable, additional loss payee for property insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Big Country Equipment Rental and Sales or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Big Country Equipment Rental and Sales or its insurers. The policies required hereunder shall provide that Big Country Equipment Rental and Sales must receive not less than 90 days' notice prior to any cancellation. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME BIG COUNTRY EQUIPMENT RENTAL AND SALES AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.

**20. NO ASSIGNMENT, LENDING OR SUBLETTING.** Customer shall not sublease, sub rent, assign or loan the Equipment without first obtaining the written consent of Big Country Equipment Rental and Sales, and any such action by Customer, without Big Country Equipment Rental and Sales's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Agreement unless Big Country Equipment Rental and Sales approves otherwise in writing. Big Country Equipment Rental and Sales may at any time, without notice to Customer, transfer or assign this Rental Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

**21. ENTIRE AGREEMENT / ONLY AGREEMENT.** The Rental Agreement, including the Reservation Details, represents the entire agreement between Customer and Big Country Equipment Rental and Sales with respect to the Equipment and the rental of the Equipment. There are no oral or other representations or agreements not included herein. None of Big Country Equipment Rental and Sales's rights or Customer's rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both Big Country Equipment Rental and Sales and Customer. Any use of Customer's purchase order number on this Rental Agreement is for Customer's convenience only and terms and conditions, whether oral or written, that are different or inconsistent with the terms contained herein are hereby rejected by Big Country Equipment Rental and Sales.

**22. ORDER OF PRECEDENCE.** The terms and conditions of this Rental Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by Big Country Equipment Rental and Sales.

**23. CLASS ACTION WAIVER.** Customer agrees that any claims or proceedings brought by Customer relating to this Rental 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 Big Country Equipment Rental and Sales 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 Big Country Equipment Rental and Sales. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

**24. 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 Rental Agreement. **TRIAL BY JURY IS WAIVED.** In order to affect service of process on Big Country Equipment Rental and Sales, 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 Big Country Equipment Rental and Sales. Big Country Equipment Rental and Sales shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

**25. OTHER PROVISIONS.**

A. Any failure of Big Country Equipment Rental and Sales to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of Big Country Equipment Rental and Sales's right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provision hereof against Big Country Equipment Rental and Sales as the drafter of this Rental 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 Rental Agreement.

B. Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by Big Country Equipment Rental and Sales in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms.

C. Customer shall pay the rental charge(s) without any offsets, deductions or claims.

D. Customer consents to the collection, use, and disclosure of his or her personal identification and financial information as described herein. 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 Rental Agreement. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with Big Country Equipment Rental and Sales, and for Big Country Equipment Rental and Sales 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 Big Country Equipment Rental and Sales's 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.

E. Big Country Equipment Rental and Sales 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; (iii) or as otherwise set forth in this Rental Agreement.

F. Customer expressly acknowledges that Customer and Big Country Equipment Rental and Sales are the only parties to this Agreement, notwithstanding that a reservation for the Equipment may have been arranged by a third party or that a third party may pay for all or part of the rental bill.

G. For matters arising from this Agreement, Customer authorizes Big Country Equipment Rental and Sales to verify and obtain through credit agencies or other sources Customer's credit and insurance information.

H. A Cleaning Charge will apply to Equipment returned with excessive dirt, concrete and/or paint. Customer is responsible for all damage. There will be an additional charge for missing keys.

I. In the event the terms contained in this Rental Agreement conflict with any terms of any preexisting written agreement signed by authorized representatives of the Customer and Big Country Equipment Rental and Sales (the "Written Agreement"), the terms of the Written Agreement shall supersede the terms of this Rental Agreement.

J. **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.

**26. OPTIONAL RENTAL PROTECTION PLAN.**

**A.** The Rental Protection Plan (“RPP”) is an optional product that modifies certain terms of this Rental Agreement. THIS SECTION 26 IS ONLY APPLICABLE PROVIDED YOU HAVE ELECTED TO “ACCEPT” THE RENTAL PROTECTION PLAN.

**B. NOTICE:**

FOR ALL RENTALS OF EQUIPMENT NOT LICENSED FOR ROAD USE, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH SECTION 19 ABOVE OR PURCHASE THE RENTAL PROTECTION PLAN. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF INSURANCE AS REQUIRED BY SECTION 19.

RPP IS NOT INSURANCE. RPP IS AVAILABLE TO DIRECT COMMERCIAL CUSTOMERS ONLY IN CONNECTION WITH THE RENTAL OF EQUIPMENT FROM BIG COUNTRY EQUIPMENT RENTAL AND SALES.

FOR AN ADDITIONAL CHARGE, RPP OFFERS A DAMAGE WAIVER TO LIMIT YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE RENTAL EQUIPMENT. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE COVERAGE AFFORDS YOU COVERAGE FOR DAMAGE TO OR THEFT OF THE RENTAL EQUIPMENT AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. READ THIS SECTION CAREFULLY BEFORE SIGNING.

**C. TERMS AND CONDITIONS.** In return for payment of the fee set forth in the Rental Agreement, Big Country Equipment Rental and Sales agrees to limit its rights under Sections 9 and 19 thereof as follows:

**i. DAMAGE WAIVER.** Subject to the conditions set forth herein, Big Country Equipment Rental and Sales waives its right to collect amounts from Customer exceeding the lesser of 10% of replacement value of the Equipment, 10% of the cost of repairs, or \$500, plus applicable state and local taxes, from losses arising from theft of or direct physical damage to the Equipment. Lessee should check all equipment when delivered for any defects and notify Big Country Rental & Sales of any and all defects. Lessee will be held responsible for payment of any and all damages to equipment while equipment is in their possession.

**ii. USER.** Customer agrees that Customer, or a permissive user of a Customer, will be the only driver of any Big Country Equipment Rental and Sales vehicle, and that Customer will not use the vehicle in violation of any terms of this Rental Agreement or law.

**iii. EXCLUSIONS.** Big Country Equipment Rental and Sales will not waive a claim for loss or damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment; or resulting from intentional abuse of the Equipment. Such losses shall remain subject to Section 9 above.

**iv. FEE.** Customer shall pay a fee equal to 15% of the charges under the Rental Agreement in exchange for participation in RPP as set forth in this Section.

**v. IN KANSAS ONLY.** With respect to a motor vehicle rented for 60 days or less subject to RPP, Section C “tire exclusion” of this Section shall not apply.

**vi. IN MINNESOTA ONLY.** With respect to a motor vehicle rental, RPP is a discharge of the responsibility of the renter to return the motor vehicle in the same condition as when it was first rented, and Section C “tire exclusion” of this Section shall not apply. Pursuant to Minn. Stat. § 168.011(4), motor vehicle means “any self-propelled vehicle designed and originally manufactured to operate primarily on highways, and not operated exclusively upon railroad tracks. It includes any vehicle propelled or drawn by a self-propelled vehicle and includes vehicles known as trackless trolleys that are propelled by electric power obtained from overhead trolley wires but not operated upon rails. It does not include snowmobiles, manufactured homes, or park trailers.”

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Customer Print Name

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Customer Signature

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Date