

ELITE EQUIPMENT RENTALS TERMS AND CONDITIONS

1. DEFINITIONS

- **"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.
- **"Customer"** is identified earlier and includes any of your representatives, agents, officers, employees, or anyone signing this Contract on your behalf.
- **"Environmental Services Charge"** is the charge described in Section 17.
- **"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.
- **"Incident"** is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death, or damage to a person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment.
- **"Lost"** means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days.
- **"FMV"** is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses.
- **"One Shift"** means not more than 8 hours per day, 40 hours per week, and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with hour meters.
- **"Ordinary Wear and Tear"** means normal deterioration considered reasonable in the equipment rental industry for One Shift use.
- **"Party"** means Elite Equipment Rentals LLC or Customer, and together both are the "Parties".
- **"Pick-Up Number"** is the number Customer obtains from Elite Equipment Rentals LLC evidencing the Customer's call to pick up Equipment.
- **"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 Elite Equipment Rentals LLC during normal business hours, provided Customer has otherwise complied with this Contract.
- **"RPP"** is the rental protection plan described in Section 10.
- **"Site Address"** is the location that Customer represents the Equipment will be located during the Rental Period identified earlier.
- **"Store"** is the Elite Equipment Rentals LLC location identified earlier.
- **"Elite Equipment Rentals LLC"** refers to Elite Equipment Rentals LLC and its affiliated companies, their respective officers, directors, employees, and agents.
- **"Telematics Data"** is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators.
- **"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.

2. TERMS

Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Elite Equipment Rentals LLC and Customer upon Customer's receipt of Elite Equipment Rentals LLC's Equipment under those contracts. Customer rents the Equipment from Elite Equipment Rentals LLC pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Elite Equipment Rentals LLC, and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3. PERMITTED USE

Customer agrees and warrants that (a) Elite Equipment Rentals LLC has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Elite Equipment Rentals LLC, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Elite Equipment Rentals LLC to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Elite Equipment Rentals LLC if the Equipment is damaged, unsafe, disabled,

malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Elite Equipment Rentals LLC all information needed or requested regarding the operation of the Equipment; (g) Elite Equipment Rentals LLC is not responsible for providing operator or other training unless Customer specifically requests in writing and Elite Equipment Rentals LLC agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Elite Equipment Rentals LLC is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Elite Equipment Rentals LLC with accurate and complete information, which Elite Equipment Rentals LLC relies upon to provide the appropriate Equipment to Customer.

4. PROHIBITED USE

Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions, or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Elite Equipment Rentals LLC's written consent; (d) use the Equipment in a negligent, illegal, unauthorized, or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual, or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5. MAINTENANCE

Customer shall perform routine maintenance on the Equipment, including 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. All other maintenance or repairs may only be performed by Elite Equipment Rentals LLC or its agents, but Elite Equipment Rentals LLC has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Elite Equipment Rentals LLC 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 Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Elite Equipment Rentals LLC has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Elite Equipment Rentals LLC and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Elite Equipment Rentals LLC shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Elite Equipment Rentals LLC's breach of this Section. Notwithstanding Elite Equipment Rentals LLC's service commitment, if Customer breaches this Contract, Elite Equipment Rentals LLC shall have no obligation to stop the Rental Period, commence repairs, or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6. CUSTOMER LIABILITY

DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify Elite Equipment Rentals LLC, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Elite Equipment Rentals LLC or its agents investigate; (c) immediately submit copies of all police or other third-party reports to Elite Equipment Rentals LLC; and (d) as applicable, pay Elite Equipment Rentals LLC, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Elite Equipment Rentals LLC shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7. NO WARRANTIES

ELITE EQUIPMENT RENTALS LLC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST ELITE EQUIPMENT RENTALS LLC. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES ELITE EQUIPMENT RENTALS LLC FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION, OR USE OR

ANY DEFECT OR FAILURE THEREOF, A BREACH OF ELITE EQUIPMENT RENTALS LLC'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH ELITE EQUIPMENT RENTALS LLC RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.

8. RELEASE AND INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS ELITE EQUIPMENT RENTALS LLC HARMLESS, AND AT ELITE EQUIPMENT RENTALS LLC'S REQUEST, DEFENDS ELITE EQUIPMENT RENTALS LLC (WITH COUNSEL APPROVED BY ELITE EQUIPMENT RENTALS LLC), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. ALL OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL.

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 RPP 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 Elite Equipment Rentals LLC and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Elite Equipment Rentals LLC 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 Elite Equipment Rentals LLC with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Elite Equipment Rentals LLC's request. To the extent Elite Equipment Rentals LLC carries any insurance, Elite Equipment Rentals LLC's 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. RENTAL PROTECTION PLAN (RPP)

Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Elite Equipment Rentals LLC shall limit the amount collected from Customer for the Equipment loss, damage, or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Elite Equipment Rentals LLC or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Elite Equipment Rentals LLC or others arising out of possession, control, or use of the Equipment, including injury or damage to persons or property. The RPP is a contractual modification of Customer's liability. All of the following Conditions must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage, or destruction of the Equipment; and (v) none of the Exclusions apply. The Exclusions remain the liability of Customer and are not modified by the RPP.

11. RENTAL RATES

The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Elite Equipment Rentals LLC; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4-week rental rates shall not be

prorated. Rental charges accrue during Saturdays, Sundays, and holidays. The rental rates do not include and Customer is responsible for (i) all consumables, fees, licenses, present and future taxes, and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup, and surcharge fees listed in this Contract; (iii) maintenance, repairs, and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization, or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; and (vii) fines for use of dyed diesel fuel in on-road Equipment.

12. PAYMENT

Customer shall pay for the rental of Equipment, sale of Equipment, materials, and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Elite Equipment Rentals LLC approves Customer's executed commercial credit application. Commercial customers who are approved for Elite Equipment Rentals LLC's extended payment terms must pay, in arrears, upon receipt of Elite Equipment Rentals LLC's invoice, either by cash, check, or ACH. Customer must notify Elite Equipment Rentals LLC in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract, or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Elite Equipment Rentals LLC's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required, and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Elite Equipment Rentals LLC for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Elite Equipment Rentals LLC for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES ELITE EQUIPMENT RENTALS LLC TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.

13. RETURN OF EQUIPMENT

Elite Equipment Rentals LLC may terminate this Contract at any time, for any reason. The Equipment shall be returned to Elite Equipment Rentals LLC (when needed for inspections, maintenance, and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Elite Equipment Rentals LLC delivered the Equipment to Customer, Customer shall notify Elite Equipment Rentals LLC that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to, or destruction of the Equipment until Elite Equipment Rentals LLC confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays, and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14. PURCHASES

If this Contract identifies any Equipment, materials, or other items that are to be purchased by Customer, Elite Equipment Rentals LLC sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Elite Equipment Rentals LLC of the full purchase price of the item. Elite Equipment Rentals LLC retains title to the item until Customer has paid in full.

15. DEFAULT

Customer shall be in default if Elite Equipment Rentals LLC deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Elite Equipment Rentals LLC's demand; or (f) is in default under any other contract with Elite Equipment Rentals LLC. If a Customer default occurs, Elite Equipment Rentals LLC shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Elite Equipment Rentals LLC's costs, including reasonable costs of collection, court costs, attorneys' and legal fees, incurred in exercising any of its rights or remedies herein. Elite Equipment Rentals LLC shall not be liable due to seizure of Equipment by order of governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST ELITE EQUIPMENT RENTALS LLC FOR SUCH REPOSSESSION.

16. CRIMINAL WARNING

The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17. ENVIRONMENTAL SERVICES CHARGE

To promote a clean and sustainable environment, Elite Equipment Rentals LLC takes various measures to comply with applicable environmental regulations, as well as with Elite Equipment Rentals LLC's own policies. Elite Equipment Rentals LLC also incurs a wide range of environmental-related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Elite Equipment Rentals LLC assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Elite Equipment Rentals LLC collects as revenue and uses at its discretion.

18. FUEL

For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Full Option - if Customer returns the Equipment with at least as much fuel as when it was received (most Elite Equipment Rentals LLC Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however, these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19. ACCOUNT SUSPENSION/TERMINATION/BLOCKING

Elite Equipment Rentals LLC reserves the right to suspend, terminate, and/or block customer accounts for any reason, including, but not limited to, suspicious/malicious activity or the account being compromised in any way.

20. LIMITATION OF ELITE EQUIPMENT RENTALS LLC'S LIABILITY

IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT ELITE EQUIPMENT RENTALS LLC'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM ELITE EQUIPMENT RENTALS LLC'S, ELITE EQUIPMENT RENTALS LLC 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 BY CUSTOMER UNDER THIS CONTRACT.

21. JURY TRIAL WAIVER

IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND ELITE EQUIPMENT RENTALS LLC HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

22. ARBITRATION AGREEMENT & CLASS ACTION WAIVER

AT THE ELECTION OF CUSTOMER OR ELITE EQUIPMENT RENTALS LLC, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

23. COMPLIANCE WITH EXPORT AND IMPORT LAWS

Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Elite Equipment Rentals LLC's consent prior to taking such action, including approval of an established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for the return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur.

24. COLLECTION OF DATA

Customer consents to the collection, use, and disclosure of the data and information Customer voluntarily provides to Elite Equipment Rentals LLC, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy. This data may include location tracking, performance metrics, usage history, and other telematics information relevant to the rental and operation of the Equipment. Elite Equipment Rentals LLC uses this data to improve operational efficiency, enhance customer service, comply with legal obligations, and prevent fraud or unauthorized usage. Customer acknowledges and agrees that Elite Equipment Rentals LLC may share this data with its affiliates, service providers, and regulatory authorities when required by law.

25. GOVERNING LAW

The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of the state in which Elite Equipment Rentals LLC is based, without regard to any conflicts of law principles; 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. Any disputes arising from or related to this Contract shall be resolved exclusively in the courts of the governing jurisdiction. Customer waives any claim that such venue is inconvenient and agrees to submit to the jurisdiction of the governing courts.

26. FORCE MAJEURE

Elite Equipment Rentals LLC shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Elite Equipment Rentals LLC's control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Elite Equipment Rentals LLC. Elite Equipment Rentals LLC shall use reasonable efforts to mitigate the impact of any Force Majeure Event and resume performance as soon as practicable.

27. MISCELLANEOUS

This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Elite Equipment Rentals LLC's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Elite Equipment Rentals LLC to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.