



RENTAL AGREEMENT

This Agreement ("Agreement") is for the rental of the equipment described on the attached pages ("Attached Pages"), including all parts of and accessories to such equipment ("Equipment"). This Agreement is between the person indicated on the Attached Page as the customer ("Customer") and Short Load Concrete Trailer Rentals LLC ("SLCTR"). Both parties acknowledge that this Agreement consists solely of all the terms written or printed on these pages.

1. **NATURE OF THIS AGREEMENT:** This agreement is solely for the purposes of creating a Re-Rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. Customer acknowledges that no one other than SLCTR may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Additional Operators are agents of SLCTR. No one may repair or alter the Equipment without SLCTR's prior written approval. Customer will not suffer any liens or encumbrances to attach the Equipment and will defend, indemnify, and hold SLCTR harmless from all loss, liability, and expense by reason thereof.
2. **WHO MAY OPERATE THE EQUIPMENT:** Only Customer and the following person with Customer's permission ("Authorized Operators") may operate the Equipment: Customer's employees, fellow employees in the course of such employee's regular employment, or persons approved and trained by the Customer. Customer and all Authorized Operators must be at least 21 years old and be properly qualified to operate the Equipment.
3. **RENTAL CHARGES:** Customer will pay SLCTR at the STCTR location designated Attached Page all rental, service, transportation, and other charges and sums in accordance with the Agreement, all sales and use taxes or tax reimbursement imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees incurred in collecting same.
4. **CUSTOMER'S RESPONSIBILITIES:** The Equipment will be used within the borders of the Continental United States. The Equipment will be used only in accordance with the manufacturer's instructions with its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments, and lubrication of the Equipment, including but not limited to checking of the Equipment before each use; checking and maintaining crankcase, transmission, cooling and fluid systems; and checking tire pressures weekly if such time has elapsed. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using Equipment and will immediately notify SLCTR. Customer is not to perform repairs on Equipment.
5. **RISK OF LOSS:** All loss of or damage to the Equipment from any cause whatsoever while on rental or in Customer's or Authorized Operator's care, custody, or control, whether exclusive or not, and whether or not due to the fault of the Customer, including but not limited to fire, flood, theft, comprehensive losses, collision or rollover, and Acts of God, will be the sole responsibility of Customer.
6. **EVENTS OF DEFAULT:** Customer shall be in default of this Agreement if Customer fails to pay any rent when due or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and SLCTR. Customer will be further deemed to be in default if Equipment is obtained from SLCTR through fraud or misrepresentation or is used: (A) in violation of any law or ordinance; (B) in a reckless, negligent, or abusive manner, or is intentionally damaged by Customer or with Customer's permission; (C) in violation of Paragraph above; or (D) in any fashion or manner for which the equipment was not designed or beyond manufacturer's rate capacity for the Equipment.

7. **REMEDIES OF SLCTR:** In case of default by Customer, or if SLCTR deems itself insecure, SLCTR may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice or liability to Customer. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a precondition for SLCTR recovering the Equipment. Customer agrees to permit such entry and action by SLCTR. In such case SLCTR may also terminate this Agreement without notice to customer or prejudice to any remedies or claims which SLCTR might otherwise have for rent, repair, expense of retaking, court costs and reasonable attorney's fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, notwithstanding such termination. SLCTR shall have the right to issue and circulate theft notices, cause warrants to be issued for taking custody of Customer, Customer's agent, partners, or employees, or take any other steps which SLCTR will reasonably deem necessary to recover the Equipment. The Remedies provided herein in favor of SLCTR are not exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more which may be exercised simultaneously or successively.
8. **LIABILITY FOR DAMAGE TO PERSONS AND PROPERTY:** Customer assumes the risk of any and all injuries of any kind or nature, including wrongful death, as a result of the misuse of the Equipment pursuant to this Agreement. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SLCTR, ITS SUBSIDIARIES AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENT FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM AND ACTION OR EXPENSE. THIS INCLUDES REASONABLE ATTORNEY'S FEES BY REASON BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEE OF CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THE AGREEMENT, EVEN IF SUCH LIABILITY RESULTS IN ANY PART FROM THE ORDINARY NEGLIGENCE OF SLCTR, ITS AGENTS, OR EMPLOYEES CUSTOMER'S OBLIGATION HEREUNDER SHALL NOT BE LIMITED BY THE PROVISIONS OF ANY WORKERS' COMPENSATION ACT OR SIMILAR STATUTE. CUSTOMER AGREES TO HOLD SLCTR HARMLESS FROM ANY LOSS, DAMAGE, OR INJURY SUFFERED IN CONNECTION WITH CUSTOMER'S USE, OPERATION, POSSESSION OR TRANSPORTATION OF EQUIPMENT AND TO KEEP EQUIPMENT LOCKED AND GUARDED WHEN NOT IN USE.
9. **INSURANCE:** Customer acknowledges in Paragraph 9 to defend, indemnify and hold harmless SLCTR for any and all losses or damages arising from Customer's rental of Equipment. In addition, Customer is required to maintain insurance covering bodily injury (including death) or property damage loss or damage to rented items with SLCTR listed as Additional Insured. Customer agrees to furnish complete information concerning insurance coverage and, in the event of loss, to exercise all rights that may be available under that insurance for the benefit of SLCTR.
10. **NOTICE OF LOSS OR ACCIDENT:** In event of an accident, loss of, theft of, or damage to the Equipment, Customer agrees to notify SLCTR as soon as possible by phone and thereafter, to immediately report in writing to SLCTR and to the public authorities (where required by law or by SLCTR) all necessary information relating to the loss or accident.
11. **CONDITION OF THE EQUIPMENT:** Customer acknowledges having examined the Equipment upon its delivery to Customer. Customer's acceptance or use of the Equipment without prompt notice to SLCTR that the Equipment is not in good mechanical condition constitutes Customer's acknowledgement that the Equipment is in good mechanical condition at that time. If, during Customer's possession of the Equipment, it is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify SLCTR, whereupon SLCTR will then at its option and without any other liability or responsibility by SLCTR to Customer: (a) repair or suitably replace the Equipment within a reasonable time during SLCTR's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down", or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due SLCTR for damage to or maintenance of Equipment which is the responsibility of the Customer. Customer agrees to provide full access to the Equipment to SLCTR's representatives so as to enable SLCTR to meet its responsibilities hereunder.

THE FOREGOING IS IN LIEU OF (1) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND OF (2) ALL OBLIGATIONS OR LIABILITY ON THE PART OF SLCTR TO CUSTOMER FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RENTING, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

12. LATE PAYMENT FEE: Should Customer fail to pay any invoice to SLCTR in accordance with the terms of such invoice, Customer will pay a late payment fee to SLCTR on each delinquent payment until fully paid, at the maximum rate allowed by the laws of the State of Montana, Flathead County.
13. MERGER/MODIFICATION/SEVERABILITY: This Agreement expresses the entire Agreement between the parties with respect to the subject matter hereof. No change, modification, or alteration of the terms hereof will be effective against SLCTR unless same is in writing and signed by a duly authorized officer of SLCTR. Customer's execution of this instrument and/or acceptance of delivery of any part of the Equipment to be furnished hereunder shall constitute Customer's acceptance of all of the terms and conditions contained herein and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's document that conflict with or limit in any way the terms and conditions herein. The paragraph headings contained in this Agreement are for convenience and will not be used to expand or limit the actual terms thereof.

14. LATE FEES AND CLEANING FEE are as follows:

- LATE less than 1 hr: \$100 (\$25 per 15 minutes)
- LATE more than 1 hr: \$200 per hour (\$50 per 15 minutes)
- LATE after hours: \$25 per minute
- Lost cover: \$100
- Unsecured load: possible fine
- Cleaning fee: \$400 if not returned **clean inside and out** and with 15 gallons (approx) of **clean** water in mixer. Water needs to be clear! This will be a per trip charge if making multiple trips.

Customer signature here represents agreement to and understanding of these non-negotiable charges that will be assessed if trailer is returned late and/or dirty:

Customer signature

Date

This Agreement shall be governed and construed by the laws of the State of Montana, Flathead County, with the exception of collections, lien enforcement and bond claims ("Collections") for which the laws of Montana shall govern. Customer consents to jurisdiction in the State and United States District Court, Montana's Eleventh Judicial District, for resolution of all Collections. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

Customer signature here represents agreement to all terms and conditions listed on these three (3) pages:

Customer signature

Date