



## Terms and Conditions

- Monthly rental payments are based on a 28-day billing cycle following the date of delivery.
- Invoices unpaid within the terms of the Owner's invoice will accrue interest at the rate of 18% per annum
- The Renter's responsibilities regarding the rental equipment are detailed in the terms of which are incorporated herein and made a part hereof by reference to the Terms and Conditions and additional Renter's Responsibilities detailed below.
- Renter must carry insurance and list BEC Enterprises, LLC, as an additional insured/loss payee on Renter's insurance policy. The Renter's insurance coverage requirements are detailed in the **MINIMUM INSURANCE REQUIREMENTS**, the terms of which are incorporated herein and made a part hereof by reference.
- See the **CERTIFICATE OF LIABILITY** sample for an example of insurance requirements. The terms of said form are incorporated herein and made a part hereof by reference. The rented/lease equipment coverage should equal or exceed purchase price listed on this document.
- See the **Reporting Requirements** and **Compliance with Regulations** for reporting requirements. (Not applicable for trailer equipment.) The terms are incorporated herein and made a part hereof by reference.
- Renter is responsible for all mandatory State and Federal compliance regarding Electronic Log Devices or Paper Driver Logs.
- Renter's Additional Responsibilities to include, but are not exclusive of all responsibilities:
  - Qualified Operation
  - Lubrication
  - Damage/Abuse
  - Maintain Valid Insurance
  - Fuel/DEF
  - Debris box will be empty, cleaned and all water drained upon return. If debris is found, the Rental Equipment will remain on rent until Renter returns with the tank properly cleaned.
  - Renter has personally inspected the Rental Equipment and certifies that it is clean and in proper working condition.
  - Renter accepts the Lease Equipment in its "AS IS" condition.
  - General Clean Up
  - Tires
  - Manufacturer Recommended Maintenance
  - Wearable Items

**SPECIALTY EQUIPMENT RENTAL AGREEMENT  
THE RENTAL AGREEMENT**

**Rental of Equipment.** In accordance with the terms and conditions of this Agreement, Owner shall rent to Renter, and Renter shall rent from Owner (“**Rental Agreement**”), the Specialty Vehicle described in Exhibit A, together with all substitutions, replacements, repairs, parts and attachments, improvements and accessions thereto (“**Equipment**”). Except as expressly set forth herein, Owner shall at all times retain the full legal title to the Equipment, it being expressly agreed by both parties that this Agreement is an agreement of rent only. Renter and Owner intend this Rental to be a true rental.

**Term of Rental.** The term of the Rental (“**Term**”) shall begin on the commencement date (“**Commencement Date**”) specified in Exhibit A and, subject to Sections hereof, shall terminate on the date specified as the termination date (“**Termination Date**”) in Exhibit A. Monthly rental payments are based on 28-day billing cycle. Rental rates assume eight hours per day, forty hours per week, one hundred sixty hours per month. Additional hours are billed at daily, weekly or monthly rate. Invoices unpaid will accrue interest at the rate of 18% per annum.

**Rental Payments.** Renter shall pay Owner rental payments (“**Rent**”) for the Equipment in the amounts and at the times specified in Exhibit A and until the Equipment is returned to Owner thereafter. All Rent and other amounts payable by Renter to Owner hereunder shall be paid to Owner at the address specified above, or at such other place as Owner may designate in writing to Renter from time to time.

**Return of Equipment.** Upon expiration of the Term, Renter shall return the Equipment to Owner. Renter shall ensure that the Equipment is returned to the Owner: (a) no later than three (3) days after expiration of the Term, and (b) in the condition received. Upon Renter’s failure to return the Equipment as specified, Renter shall be obligated to pay additional monthly rent amounts.

**Disclaimers; Warranties.** Renter represents and acknowledges that the Equipment is of a size, design, capacity and manufacture selected by it, and that it is satisfied that the Equipment is suitable for its purposes. Renter shall be responsible for any and all damage or loss of equipment while in the Customer’s possession, including any loss of rental fees while the equipment is unavailable. Please note that many insurance policies do not include adequate loss of use coverage to reimburse Owner for lost rental revenue, the Renter will be responsible for this at the rental rate of this agreement. Determination of damage, if any, shall be solely the right of the Owner. Necessary repairs, if any, will be billed at Owner’s current rate per hour plus parts at standard listed prices. Owner does not make any warranty, expenses, implied or statutory, with respect to merchantability of fitness for purpose or use and rents the Equipment as is.

**RENTER OBLIGATIONS**

**Use of Equipment.** Renter shall use the Equipment solely in the conduct of its normal course of business, in a manner and for the use contemplated by Owner and in compliance with all laws, rules and regulations of every governmental authority having jurisdiction over the Equipment or Renter and with the provisions of all policies of insurance carried by Renter pursuant to this Agreement. Renter is responsible for compliance with all local and state DOT laws and requirements relating to the vehicle chassis. If local and state DOT laws and requirements are not known by the Renter, then the Owner recommends that the Renter contact their local DMV to obtain the proper information.

**Use; Return; Maintenance and Repair; and Inspection.** During the Rental Term, Renter shall ensure that all Equipment, including inspection equipment, the vehicle chassis, and generator or inverter system, is maintained properly. Renter shall, at its expense, keep all Equipment in good repair, condition, and working order until the expiration of the Rental Term. Owner shall be entitled to inspect the Equipment at reasonable times during the Rental Term. The Renter is responsible for any inspection equipment wear items (i.e. Cleats, light bulbs, etc.) and will bear the expense at standard list price. The Renter is also responsible for any vehicle chassis maintenance

items, including, but not limited to: oil and oil filter changes, air filter, transmission service, brake service, all DOT light bulbs, tire repair or replacement, wiper blade replacement, and broken/cracked window/windshield repair or replacement. The Owner recommends that the Renter follows the vehicle chassis Original Equipment Manufacturer's recommendations with regard to vehicle chassis service intervals and requirements. In addition, the Renter is also responsible any generator maintenance items, including, but not limited to: oil and oil filter changes, and the generator air filter. The Owner recommends that the Renter follows the generator's Original Equipment Manufacturer's recommendations with regard to service intervals and requirements. If any of the Equipment, upon its return to Owner, is not in good repair, condition and working order, or has not been properly maintained, Renter shall be obligated to pay Owner for the out-of-pocket expenses Owner incurs in bringing such Equipment up to such status, promptly after its receipt of an invoice for such expenses. The Equipment must be returned to Owner in the same condition it was received in (including cleanliness). Any cleaning required to get the unit back to its delivered condition will result in additional charges to the Renter. The Owner shall complete its inspection and subsequent billing for cleanliness and repair/maintenance items within thirty (30) days after the return of the equipment.

**GPS Tracking units.** Renter acknowledges that Equipment will be equipped with Owner's GPS tracking unit that will track location, mileage, use and other data as Owner sees fit. Renter understands that there is no expectation of privacy or confidentiality as to the places the equipment is driven while being rented.

**Taxes; Tolls; and Traffic Violations.** Renter shall be responsible to reimburse Owner promptly for all unpaid taxes tolls, parking tickets or other traffic violations incurred while the Equipment was under Renter's control under this Agreement.

**Insurance.** Renter shall obtain and maintain for the Term at its own expense, property damage and liability insurance and insurance against loss or damage to the Equipment as a result of fire, explosion, theft, vandalism, terrorism and such other risks of loss as are normally maintained on equipment of the type rented hereunder by companies carrying on the business in which Renter is engaged, in such amounts, in such form and with such insurers as shall be satisfactory to Owner. Each insurance policy shall name Renter as insured and Owner as additional insureds and loss payees thereof as their interest may appear, and shall provide that it may not be cancelled or altered without at least 30 days' prior written notice thereof being given to Owner (or 10 days' prior written notice in the event of non-payment of premium). Said insurance shall be written by an insurance company or companies of adequate financial responsibility acceptable to the Owner. Renter shall provide to Owner a Certificate of Insurance with Owner named as the certificate holder and listed as additional insured meeting these minimum requirements prior to the Commencement Date of Rental. See sample Certificate of Insurance included in this agreement. The following minimum coverages are required:

#### **MINIMUM INSURANCE REQUIREMENTS**

Type	Amount
Commercial General Liability (per occurrence)	\$1,000,000
Commercial General Liability (aggregate)	\$2,000,000
Automobile Liability	\$1,000,000
Excess/Umbrella Liability (each occurrence)	\$1,000,000
Workers' Compensation	\$500,000

**Indemnity.** Except with respect to the gross negligence or willful misconduct of Owner, Renter hereby indemnifies, protects, defends and holds harmless Owner from and against any and all claims, liabilities (including negligence, tort and strict liability), demands, actions, suits, and proceedings, losses, costs, expenses and damages, including reasonable attorneys' fees and costs (collectively, "**Claims**"), arising out of, related to, connected with, or resulting from this Agreement or any of the Equipment, whether arising before, during or after the Term (but not Claims relating to events occurring after Renter has returned the Equipment to Owner in accordance with this agreement), including Claims relating to the manufacture, selection, purchase, delivery, possession, condition, use, operation, return or other disposition of the Equipment. Each of the parties shall give the other prompt written notice of any Claim of which it becomes aware.

**Limitation of Liability.** Owner shall incur no liability whatsoever for failure of Rented Equipment to perform in Renter's service, nor for any damage to cargo(es) owned by Renter (or any other party) for which Renter might be held responsible. Renter assumes responsibility, liability, costs, and expense for all licensing, registrations, permits, certificates, and/or any other documentation as may be required for lawful operation of the Rented Equipment. Renter will indemnify Owner for any loss, forfeiture, fine, or penalty caused by failure of Renter to perform accordingly.

**Risk of Loss.** Renter assumes all risk of loss or damage to the Rental Equipment, however caused, including, but not limited to, all hazards normally insured against, acts beyond or outside of Renter's control, acts of God, fortuitous events, natural disasters, war, and/or any other causes, and further including, but not limited to (i) vacuum or pressure damage; (ii) tilting or upset due to unbalanced load; (iii) overloading; and (iv) internal damage caused by adverse effects of cargo or mixture of cargoes, cleaning solvents, and/or cleaning processes undertaken by Renter or its agents. In the event of loss, theft, or damage to the Rental Equipment, Renter agrees to notify Owner immediately. If during the term of this lease (i) any item of the Rental Equipment is stolen or disappears and is not recovered within thirty (30) days thereafter, or (ii) any item of the Rental Equipment is damaged by accident or otherwise to such an extent that it cannot economically be restored to good working order and condition, Renter shall promptly pay to Owner on demand, the fair market value of such items of equipment based upon its condition at the commencement of this lease. The Casualty Value of the Equipment shall at any time be the Fair Market Value at such time. "Fair Market Value" shall mean the value which would be obtained in an arm's-length transaction between an informed and willing buyer-user (other than Renter currently in possession or a used equipment dealer) under no compulsion to buy, and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such value. Fair Market Value shall be determined by the mutual agreement of Owner and Renter in accordance with the preceding sentence or, if Renter and Owner cannot agree within 20 days, by a qualified independent equipment appraiser selected by Owner, at Renter's cost.

**Prohibitions Related to Rental and Equipment.** Without the prior written consent of Owner, which consent as it pertains to clauses (b) and (d) below shall not be unreasonably withheld, Renter shall not: (a) assign, transfer, or otherwise dispose of any Equipment, this Agreement or any rights or obligations hereunder; (b) rent any of the Equipment or permit the Equipment to be controlled by any other entity or person; (c) create or incur, or permit to exist, any security interest, lien or encumbrance with respect to any of the Equipment; (d) cause or permit any of the Equipment to be moved; or (e) without Owner's prior written consent, cause or permit any of the Equipment to be moved outside the continental United States.

**Alterations and Modifications.** Renter shall not make any additions, attachments, alterations or improvements to the Equipment without the prior written consent of Owner, which Owner will not unreasonably withhold. Any addition, attachment, alteration or improvement to any item of Equipment shall belong to and become the property of Owner unless, at the request of Owner, it is removed prior to the return of such item of Equipment by Renter. Renter shall be responsible for all costs relating to such removal and shall restore such item of Equipment to the condition and value otherwise required hereunder.

## MISCELLANEOUS

**Attorneys' Fees; Default Interest; Maximum Rates.** Provided Owner is the prevailing party in any such matter, Renter shall reimburse Owner for all charges, costs, expenses and attorney's fees incurred by Owner (a) in defending or protecting its interests in the Equipment against Renter, (b) in the enforcement of this Agreement, and (c) in any lawsuit or other legal proceeding against Renter to which this Agreement gives rise. Any nonpayment of Rent or other amount payable under any Rent shall result in Renter's obligation to promptly pay Owner on such overdue payment, for the period of time during which it is overdue (including during any grace period), interest at a rate ("Default Rate") equal to eighteen percent (18%) per annum. To the extent that any payment of interest (including any amount deemed imputed interest for purposes of applicable law) under this Agreement would otherwise exceed the provisions of any law limiting the highest rate of interest that may be lawfully contracted for, charged or received by Owner, such payment amount shall be deemed reduced to such amount as is equal to or consistent with the highest rate permitted by applicable law.

**Governing Law and Jurisdiction.** This agreement shall be construed to be between merchants. Any questions concerning its validity, construction or performance shall be governed by the laws of the State of Indiana.

**AS-IS.** Renter has personally inspected the Rental Equipment and certifies that it is clean and in proper working condition and is accepted in its "AS IS" condition. OWNER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RENTAL EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Owner shall not be liable for any special, indirect, incidental, or consequential damages of any nature, arising out of, or in any way or manner in connection with, the rental, maintenance, use, operation, storage, erection, dismantling and/or transportation of the Rented Equipment.

**Default.** If the Renter: (a) fails to make any payment when due; (b) attempts to sell or encumber the Rental Equipment; (c) ceases operations; (d) institutes, or has instituted against him, proceedings under bankruptcy or insolvency law; (e) makes an assignment for the benefit of creditors; (f) fails to comply with any provisions of this rental agreement; (g) has any attachment, execution, or writ of process levied against the Rental Equipment or any of Renter's property; (h) deems himself insecure or the Rental Equipment unsafe; or (i) Owner has reasonable ground for believing Renter has become unable to discharge one or more of the obligations of this lease, then Owner shall have the right to exercise any one or more of the following remedies: To take possession of the Rental Equipment, without demand or notice, wherever the same may be located, without any court order or other process of law, and Renter hereby waives any and all damages occasioned by such taking of possession unless caused by Owner's gross negligence or willful misconduct; to terminate this agreement; to sue for and recover all rents accrued and/or thereafter accruing, all loss of and/or damage to Rental Equipment, all costs of removal of the Rental Equipment from Renter's possession, and all transportation and other charges accrued or thereafter accruing; or to pursue any other remedy at law or in equity.

**Remedies.** If Renter loses or forfeits possession of the Rental Equipment at any time, under any circumstance, including, but not limited to, impoundment forfeiture, bailment, and/or pursuant to any failure to abide by applicable laws and/or obtain required licensing, registration, permits, certificates, or otherwise, it is expressly understood that, for the entire period during which Renter has lost possession of the Rental Equipment (and/or such is not returned to Owner, in Owner's complete control and dominion), this lease will remain in full force and effect, with rental, and associated charges and interest, to continue to accrue unabated until Renter regains possession of the Rental Equipment and returns same to Owner, in such condition and pursuant to such terms as otherwise provided in this agreement. Renter shall pay Owner all costs and expenses, including attorneys' fees, incurred by Owner in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof. Anything in this section or elsewhere in this lease to the contrary notwithstanding, the exercise by Owner of any remedy or remedies given to Owner under this lease, including the remedy of retaking the Rental Equipment, shall not constitute an exclusive election of remedy by Owner.

## **ONLY TRAINED AND QUALIFIED PEOPLE MAY OPERATE THE RENTAL EQUIPMENT**

Owner has Operating Materials available for Rental Equipment. The manufacturer's operating instructions and user's safety rules accompanies each piece of equipment.

Renter and its agents, servants and employees agree to:

- Heed the equipment operating instructions, user's safety rules, and decal warnings.
- Inspect equipment for safe conditions before each use.
- Notify Owner immediately of any safety defects discovered.
- Not use equipment with known safety defects.
- Verify safe operating conditions before each use.
- Not operate equipment where conditions endanger anyone.
- Wear seatbelts where provided.
- Never use equipment without guards or safety devices.
- Never modify or alter the equipment without written approval from Owner.
- Communicate safety instructions to any operator who does not speak and understand the English language.
- Ensure that only qualified, licensed operators use Rental Equipment where the law requires.

**Reporting Requirements.** All fuel required and consumed is the responsibility of Renter. Renter will be responsible for reporting and paying fuel use taxes. Renter understands that Renter is responsible for logging and reporting all mileage in each state, in which Renter drives and operates the Rental Equipment. Renter is also responsible for keeping and reporting of all fuel purchased in each state, in which Renter drives and operates the Rental Equipment. Renter understands that said reports are to be delivered to Owner immediately upon return of the Rental Equipment. If Renter fails to comply, Owner will make an estimate of the mileage and fuel purchases and Renter may be billed for any additional tax due. Renter is responsible for all mandatory State and Federal compliance regarding Electronic Log Devices or paper Driver Logs. Renter is responsible for all electronic tolls, charges and fines associated with electronic tolls. Renter understands that it is illegal to use off road or tax-exempt fuel in any equipment designed for on-highway use and that any use of such fuel will be reported to the proper authorities immediately.

**Compliance with Regulations.** It is implicit in Renter's acceptance for Renter's use of the Rental Equipment (and Renter specifically warrants herein), that Renter, its agents and/or employees, have sufficient familiarity with the Rental Equipment (including the cargo vessel, running gear, and any and all accessories appurtenant thereto) to properly use said equipment, and to cause the Rental Equipment to receive proper maintenance and care in all particulars, and further to protect the health and safety of persons required to come in contact with the Rental Equipment. Renter shall, at its expense, comply with all local, state and federal laws and regulations affecting the Rental Equipment and its use, operation, erection, dismantling and transportation, including all federal and local Department of Transportation regulations, licensing and building code requirements and shall defend, indemnify and hold harmless Owner from all loss, liability or expense resulting from actual or asserted violations of such laws, requirements or regulations.

**Refueling.** Renter understands that Renter is responsible for returning the Rental Equipment with the same fuel level as Renter received it. Failure to comply will result in fuel surcharge billed to Renter.

**Administrative Provisions.**

- The parties agree the exclusive venue for any legal action or proceeding with respect to this agreement shall be the Indiana District Court for Vanderburgh County.
- This document may be furnished to Owner in one or more counterparts, each of which shall constitute an original. Each such counterpart may be delivered by electronic delivery and Owner shall be entitled to rely on this authorization in any form of delivery and each signature thereon shall constitute an original signature regardless of the form of delivery.
- Renter hereby waives any and all existing and future claims, and offsets, against any rent or other payments due hereunder; Renter agrees to pay the rent and other amounts hereunder regardless of any offset or claim that may be asserted by Renter or on its behalf.
- To the extent that any provisions (or any part thereof) of this agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of said provision, or any other provision (or part thereof) of this agreement.
- This agreement is binding on, and ensures to the benefit of, and obligations of, the contracting parties and their prospective heirs, successors, legal representatives, and assigns when permitted by this agreement. Renter must promptly notify Owner, in writing, before any changes in ownership or any material disposition or encumbrance to the assets of Renter's business.
- This agreement has been mutually negotiated by all parties and is not to be read or construed strictly or broadly against one party and/or in favor of another.
- The terms and conditions set forth herein in this agreement constitute the entire agreement between the parties with respect to the subject matter of this lease. There are no other agreements, representations, or warranties, except those expressly set forth herein. No amendment or addition to this lease shall be valid unless contained in writing, signed by the party to be charged thereunder.
- If Renter has any questions, Renter should call Owner's Sales Representative or Owner's leasing location.

I have read, understand and agree to the above term and conditions. I am authorized to sign this agreement on behalf of the company I represent.

**Exhibits.** Any Exhibit to this Agreement is a part of and incorporated into this Agreement by this reference.

**RENTER, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. EACH PERSON SIGNING BELOW ON BEHALF OF RENTER REPRESENTS THAT HE OR SHE IS AUTHORIZED TO EXECUTE AND DELIVER THIS AGREEMENT ON BEHALF OF RENTER.**