A drawing of a face

Description automatically generated

**RENTAL AGREEMENT**

This agreement includes an indemnification clause, a class action and jury waiver, and limitations of Campbell Construction General Engineering, Inc.’s liability. By accepting delivery of the Equipment or Services (defined below) or making payment(s) to Campbell Construction General Engineering, Inc. for the same, Customer agrees to be bound by the Rental and Service Terms and RPP Terms (if applicable), even if the Rental and Service Agreement has not been fully executed.

**1 .DEFINITIONS.** "Agreement" means the Reservation Details, together with any associated Rental and Service Agreement, including these Rental and Service Terms which are incorporated by reference therein. "Campbell Construction” means Campbell Construction General Engineering, Inc.. "Equipment” means any one or more of the items identified as rental items 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.

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

3. INDEMNITY/HOLD HARMLESS. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD CAMPBELL CONSTRUCTION, 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, LEGAL 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 (A) INSTALLATION, OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT, OR (B) ERRORS, OMISSIONS OR INACCURACIES IN THE DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER, OR OBTAINED FROM OTHERS, UPON WHICH CAMPBELL CONSTRUCTION RELIES WHEN PROVIDING THE EQUIPMENT OR SERVICES. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST CAMPBELL CONSTRUCTION BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY CAMPBELL CONSTRUCTION FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF CAMPBELL CONSTRUCTION. 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 AGREEMENT.

3.**INSPECTION OF EQUIPMENT**. Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer further acknowledges that Customer has inspected 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 such propulsion tank contained no dyed fuel. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues, and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges Campbell Construction is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors

**4.LIMITATION OF LIABILITY**. In no event shall Campbell Construction 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, including fires started by the operation of equipment or damage to property as a result of the use of equipment ; (ii) Campbell Construction's failure to deliver the Equipment as required hereunder or Campbell Construction's failure to repair or replace non-working Equipment; or (iii) any incidental, consequential, punitive or special damages, even if so advised of the possibility of such 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 Campbell Construction and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

**5. USE OF EQUIPMENT**. Customer is familiar with the proper operation and use of each item of Equipment. Customer has selected the Equipment based on its requirements and will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner, or in a manner in which the equipment was not

designed to be used; without a license, if required under any applicable law; or who is not qualified to operate it. 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. In addition, Customer shall only use ultra-low-sulfur diesel fuel ("USLD") in equipment with tier 5 engines. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD CAMPBELL CONSTRUCTION HARMLESS FROM ALL FINES, PENALTIES, DAMAGE TO EQUIPMENT AND ANY OTHER COSTS INCURRED BY CAMPBELL CONSTRUCTION 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; and (iii) immediately cease using the Equipment and immediately notify Campbell Construction if Equipment needs repair or maintenance. Customer acknowledges that Campbell Construction has no responsibility to inspect the Equipment while it is in Customer's possession. Campbell Construction shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason.

**6.COMPLIANCE WITH APPLICABLE LAWS**. Customer shall, at Customer's sole expense, comply with all applicable municipal, state, and federal laws, ordinances and regulations (including but not limited to those relating to worker safety or the environment), building and zoning codes, professional licenses, and licenses and permits which may apply to the use of the Equipment ("Licenses and Permits"). Licenses and Permits include, without limitation, the discharge of treated water, and disposal of waste or spent Specialty Media or other materials, and security, traffic control and road crossings associated with the use of the Equipment. Customer shall ensure that the Equipment at all times remains movable personal property. Customer shall not permit or allow the Equipment to be incorporated, attached or joined to any real or immovable property such that it causes the Equipment to be deemed a fixture. A. 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 signing this Agreement, Customer accepts all liabilities and responsibilities contained in the California regional notification center law.

**7. WARRANTY/DISCLAIMER OF WARRANTIES.** CAMPBELL CONSTRUCTION WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY AND THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CAMPBELL CONSTRUCTION MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, SPECIALTY MEDIA, OR SERVICES AND MAKES NO WARRANTIES AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING THE PERFORMANCE OF ANY FILTRATION EQUIPMENT TO MEET ANY APPLICABLE REGULATORY STANDARD. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE AGREEMENT, CAMPBELL CONSTRUCTION DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, CAMPBELL CONSTRUCTION SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY, CAMPBELL CONSTRUCTION SHALL, AT ITS SOLE COST AND EXPENSE, RE-PERFORM THE SERVICE.

10.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 Campbell Construction. If such condition is the result of normal operation, Campbell Construction will repair or replace the Equipment with reasonably-similar Equipment in working order, if such replacement Equipment is available.

Campbell Construction 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 twenty-four (24) hours from the time of defect in order to terminate rental charges.

**8.RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT**. At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during Campbell Construction's regular business hours or if Campbell Construction has agreed to pick up the Equipment, Campbell Construction shall endeavor to pick up the Equipment within a commercially reasonable period of time after Customer notifies Campbell Construction that the Equipment is called "off rent."

Customer is obligated to restore the Equipment to the same condition as when delivered, reasonable wear and tear (as defined below) excepted. Customer shall be

responsible for all damages to or loss of the Equipment from the time the Equipment leaves the Store Location until the Equipment is either returned to the Store Location, including any damage during transit to or from Customer, or picked up by Campbell Construction. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Campbell Construction for any reason whatsoever, Customer will pay Campbell Construction 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 Campbell Construction the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Campbell Construction shall be under no obligation to commence repair work until Customer has paid to Campbell Construction the estimated cost therefor. Customer agrees that Campbell Construction 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.

**Cleaning fee small equipment: $50 Large equipment: $100 Charges for other accessories ie; plugs, fuel caps $50** Concrete cart rentals will be charged a $700 cleaning fee for hardened concrete and full replacement of drum will be charged if the drum is dented in any manner.

**9.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 14 below). The following shall not be considered 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; cavitation; or freezing; (ii) except where Campbell Construction 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; and (vi) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

**10. LATE RETURN**. Customer agrees that if the Equipment is not returned by the end of the Rental Period may require Customer to do any of the following: (A) continue to pay the rental rate(s) applicable to the Equipment as specified in the Agreement; (B) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (C) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period; or. Customer agrees that Campbell Construction 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.

**11.RENTAL PERIOD/CALCULATION OF CHARGES**. Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is either returned to the Store Location during Campbell Construction's regular business hours or picked up by Campbell Construction after Customer notifies Campbell Construction that the Equipment is "off rent" and obtains an "off rent" confirmation number from Campbell Construction. Pick-up and delivery by Campbell Construction is subject to a "Delivery and Pick-up Service Charge," the amount(s) of which are disclosed on the Rental and Service Agreement. Rental charges do not include the cost of the Refueling Service Charge, any applicable Taxes (as defined below), the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge or other miscellaneous charges, the amount(s) of which are disclosed on the Rental and Service Agreement. Additionally, Campbell Construction shall invoice Customer for any additional excess cleaning or repair costs, including: (i) removal of any alterations made by Customer to the Equipment; (ii) restoration of the Equipment to its original configuration; (iv) disposal of any contents left in Tanks; or (v) transportation to and from an approved repair facility. As set forth herein, "Taxes" shall mean sales tax, goods and services tax, property taxes (including, without limitation, the Estimated Personal Property Tax Reimbursement Charge) or other taxes, levies and assessments required to be collected by Campbell Construction from Customer at any time upon, or in respect of, the Equipment and/or this Agreement. Rental charges accrue during Saturdays, Sundays and Holidays. **Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four-week period**. On power equipment, operations in excess of one shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift. Customer will truthfully and accurately certify to Campbell Construction 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 the Agreement. TIME IS OF THE ESSENCE OF THE AGREEMENT.

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 signing this Agreement, Customer agrees to pay this charge.

**12. 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 current market rate being charged by our fuel vendor.

**12.DEPOSIT & PAYMENT.**

**A. 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 of this Agreement to be performed by Customer. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by Campbell Construction as a result of the breach.

**13. DAMAGE WAVER & INSURANCE REQUIREMENTS:**

***ANY MACHINE WITH A SELLING PRICE ABOVE $100,000 CAN NOT BE COVERED BY DAMAGE WAVER AND REQUIRE A VALID CERTIFICARE OF INSURANCE PROVIDED BY CUSTOMER IN ORDER TO RENT***

**The rental protection is an optional charge**. To decline the renter must provide Campbell Construction with a certificate of insurance with limits equal to the minimum replacement cost of the equipment rented It is not construed as an insurance coverage, but only a waiver of certain claims relative to the physical damage of the machine. It does not excuse you from obtaining the required general liability, workers compensation and automobile liability coverage. The rate will be 15% of the total cost of the rental. For theft and vandalism POLICE REPORTS MUST BE FILED AND A COPY GIVEN TO CAMPBELL CONSTRUCTION FOR COVERAGE TO BE CONSIDERED and Campbell Construction must be notified immediately.

Loss/ Damage Amounts will be covered as follows: First 25% of the Value will be covered 100% by Campbell Construction

The rest of the Value after will be covered 50% by the renter.

**WHAT IS NOT COVERED?:**

**NEGLAGENCE & ABUSE ARE NOT COVERED** the customer will be responsible to bring the rented items back to their original condition or pay for the item if deemed to be damaged beyond repair, including damage to body or mechanical or if the item was lost or stolen. Neglect includes failing to store machine in a secure environment, locked, with keys removed.

* Fraudulent or dishonest acts by any authorized representative of the renter or by others to whom the property is entrusted
* Abuse, neglect, mis-use and carelessness
* Use of the machine beyond its rated capacity (overload)
* Damage caused by overturn or tipping
* Mysterious disappearance

**B. PAYMENT:** All amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental and service charges is essential to Campbell Construction's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Campbell Construction agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of two percent (2%) per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Rental rates do not include sales tax, goods and services tax or other taxes, levies and assessments required to be collected by Campbell Construction from Customer at any time upon, or in respect of, the Equipment and/or the Agreement (collectively, "Taxes"). Customer agrees that Campbell Construction 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 or Taxes. In the event Customer asserts that a transaction is exempt from Taxes, Customer agrees to provide a valid tax exemption certificate. Should the transaction later be deemed taxable, Customer is obligated to reimburse Campbell Construction for any Tax assessed that was attributable to Customer.

**14. TITLE / NO PURCHASE OPTION/NO LIENS**. Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Campbell Construction. Unless covered by a specific supplemental agreement signed by Campbell Construction, 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.

**15. TIRE AND TUBE REPAIR OR REPLACEMENT**. Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate or in the Rental Protection Coverage.

**16.DEFAULT.** Customer shall be deemed in default should Customer fail to pay any amount when due hereunder; fail to perform, observe or keep any provision of the Agreement; become "Insolvent" (as defined herein), or should Campbell Construction anticipate that Customer may become Insolvent; or otherwise be in default.

If Customer is in default, Campbell Construction 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 Campbell Construction'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, re-taking 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 Campbell Construction in retaking and repossessing the Equipment; or (iv) pursue

any other remedies available by law. Customer shall be considered "Insolvent" if Customer shall generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; make an assignment for the benefit of creditors, or petition or apply to any court or tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; 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; 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; 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.

**17.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 (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; and (iii) 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 Campbell Construction. Campbell Construction 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 the Agreement shall include a waiver of rights of recovery against Campbell Construction or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Campbell Construction or its insurers. The policies required hereunder shall provide that Campbell Construction must receive not less than 90 days' notice prior to any cancellation. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, ALL COMERICAL CUSTOMERS MUST EITHER ELECT TO NAME CAMPBELL CONSTRUCTION AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE

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

**20. 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 Agreement. TRIAL BY JURY IS WAIVED. In order to effect service of process on Campbell Construction, 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 Campbell Construction. Campbell Construction shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

**21. 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.

**22. GPS TRACKING:** Customer and Campbell Construction each consent to the collection and monitoring of electronic information, including Global Positioning System ("GPS") data, generated by or in connection with Customer's use of or the location of the Equipment. Customer agrees that Campbell Construction owns the data described in this paragraph and may use such data, including GPS data, for any purpose, including commercial purposes.

SIGN DATE

PRINT NAME