

## TERMS AND CONDITIONS

For the purpose of this Rental Agreement, ("Agreement") "PDQ Rentals ("PDQ") shall PDQ Rentals, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents, assigns, family members and/or employees.

In consideration of hiring of the rental equipment (herein "equipment") described on the front of this Agreement it is agreed as follows:

**1. INDEMNITY/HOLD HARMLESS.** CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE EQUIPMENT RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS PDQ FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED, TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, CONTAMINATION OR ALLEGED CONTAMINATION FROM ANY SOURCE OWNERSHIP OR RENTAL OF THE EQUIPMENT RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF PDQ.

**2. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY.** CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE PDQ FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST PDQ WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

**3. OPERATORS.** No operators are furnished, directly or indirectly with our equipment.

**4. RECEIPT/INSPECTION OF EQUIPMENT.** Customer hires the equipment on an "as is, where is, with all faults" basis. Customer acknowledges that he has, or will, personally inspect the equipment prior to its use and finds it suitable for customer's needs. Customer acknowledges receipt of all items listed in this Agreement and that the equipment is in good working order and repair and that Customer understands (without further instructions) its proper operation and use. Customer agrees to indemnify, defend and hold harmless PDQ from claims arising from contamination or alleged contamination (from any source) and Customer assumes all risk, including risks associated with cleaning and/or contamination of Equipment and Customer agrees to return Equipment clean and free from any contamination.

**5. POSSESSION/TITLE.** Customers right to possession of the equipment begins upon equipment leaving PDQ and terminates on the Agreed Return Date indicated on the front of this Agreement. Retention of possession after this date constitutes a material breach of this Agreement and rental charges will continue to accrue.

Time is of the essence of this Agreement. Any extension of this Agreement must be agreed upon in writing. Title to the equipment is and shall remain in PDQ. Customer hereby agrees to indemnify, defend and hold PDQ harmless from any and all claims and costs arising from any retaking and/or levy. PDQ will utilize its

reasonable efforts to deliver and retrieve rental items from locations determined solely by Customer; accordingly, Customer assumes sole risk and liability for any personal or property damage occurring at such locations.

**6. RENTAL PERIOD/RATE/PAYMENT.** Rental period is for a maximum of twenty-four (24) hours unless a longer term is specified in the Agreement Agreed Return Date on the front of this Agreement. Rental rates are based upon single shift usage (eight hours per day, five days per week). If Customer makes greater use of the equipment, it is agreed that the additional usage will be charged. Rental charges begin immediately upon equipment leaving PDQ. Rental charges end upon return of the equipment to PDQ in an acceptable condition. No allowance will be made for Saturdays, Sundays, Holidays, or time in transit, nor for any period of time the equipment may not be in actual use while in Customer's possession. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. PDQ may terminate rental at any time and retake the equipment without further notice in case of violation by Customer of any terms or conditions of this Agreement. Customer agrees to pay a monthly service charge on all unpaid balances.

**7. ORDINARY WEAR AND TEAR.** Customer shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities, tire damage, breakage, improper use, abuse, lack of cleaning, dirtying of equipment by paint, mud, plaster, concrete, resin or any other material. A cleaning charge will be made on equipment returned unclean.

**8. COMPLIANCE WITH LAWS/USE OF EQUIPMENT.** Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner or in violation of environmental laws. Customer agrees at its sole cost and expense to comply with all local, municipal, county, state and federal laws, ordinances and regulations and ANSI standards which may apply to the use of the equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, registrations, or taxes arising from the use of the equipment, including any subsequently determined to be due.

Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the equipment or use the equipment. Customer shall not allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without PDQ's prior written permission; or, allow a lien to be placed upon the equipment.

Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to immediately discontinue use and notify PDQ when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that PDQ has no responsibility to inspect the equipment while it is in Customer's possession.

**9. RETURN OF EQUIPMENT.** Customer agrees to return to PDQ the equipment in as good condition and repair as when received, clean and free from any contamination, by Agreement Agreed Return Date. Customer shall be liable for all damages (up to the full replacement cost of the equipment and loss of rental revenue) to or loss to the equipment and liability incurred prior to equipment's return to PDQ. Customer shall be responsible for all

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costs incurred by PDQ recovering and returning damaged equipment to PDQ's premises. If equipment is to be "picked-up" by PDQ, Customer agrees to provide a secure storage location and Customer accepts all risk including damage to and liability relative to equipment until the equipment is picked-up by PDQ.

**10. DISCLAIMER OF WARRANTIES.** PDQ makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for Customer's particular intended use, or that it is free of latent defects. PDQ shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the equipment. PDQ shall not be responsible for any defect or failure unknown to the PDQ. Customer's sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that Customer notifies PDQ immediately and in writing of such failure and returns the equipment to PDQ within twenty-four (24) hours of such failure.

**11. PURCHASE ORDERS.** The use of Customer's purchase order number on this Agreement is for Customer's convenience and identification only and does not bind PDQ.

**12. SUBLETTING.** Customer shall not move the equipment from the address at which Customer represented it was to be used without prompt notification to PDQ.

**13. DEFAULT.** Should Customer in any way fail to observe or comply with any provision of this Agreement, PDQ may, at its sole option, terminate this Agreement, retake the equipment, declare any charges due and payable and initiate legal process to recover monies owed, and/or, pursue any other legal rights and remedies available to PDQ. Exercise of any remedy available to PDQ shall not constitute an election of remedies or a waiver of any additional remedies to which PDQ may be entitled.

**14. RETAKING OF EQUIPMENT.** If for any reason it becomes necessary for PDQ to retake the equipment, Customer authorizes PDQ to retake the equipment without further notice or further legal process and agrees that PDQ shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.

**15. LEGAL FEES.** In the event an attorney is retained to enforce any provision (including collection costs) of this Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.

**16. Damage Waiver. Damage Waiver is Not Insurance.** By Customer accepting the Damage Waiver on the front of this Agreement and with immediate notification in the event of an accident and the prompt submission of applicable police reports, PDQ and Customer agree that PDQ will waive certain claims (eg: fire, flood, wind, accidental damage, and earthquake) against Customer for direct physical damage to the equipment while in use by the Customer. Notwithstanding the foregoing the following conditions are not covered under the Equipment Protection Plan:

A. Any item of equipment or part thereof which is not returned for whatever reason, including theft;

B. Damage resulting from improper use, failure to secure during transportation, overloading or exceeding the rated capacity of the equipment;

C. Damage to motors or other electrical appliances or devices caused by artificial current;

D. Damage to tires, tubes and wheels caused by blowout, bruises, cuts and other causes inherent in the use of the equipment.

E. Damage as a result of vandalism or malicious mischief or intentional abuse;

F. Damage resulting from misuse, abuse, failure to maintain, cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of equipment;

G. All damage resulting from overturning;

H. All damage resulting from use of the equipment in violation of any provision of this Agreement, violation of any law, ordinance or regulation.

**17. NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of PDQ to insist upon strict performance by Customer as regards any provision of this Agreement shall not be interpreted as a waiver of PDQ's right to demand strict compliance with all other provisions of this Agreement against Customer or any other person. The provisions of this Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not affect any other provision.

**18. INSURANCE.** Customer shall maintain in full force and effect during the term of this Agreement separate General Liability and Automobile Liability insurance policies with coverage limits for bodily injury, including death, personal injury and/or property damage that will respond as primary coverage for Customer's liability and all obligations outlined under this Agreement. In addition to the foregoing, Customer shall maintain Property Insurance in an amount adequate to cover any loss and/or damage to the equipment, up to full replacement cost. Customer shall furnish PDQ with a Certificate of Insurance evidencing the foregoing insurance requirements and naming PDQ as an additional insured. Customer to furnish PDQ with Customer's liability insurance and provide certificate naming PDQ as an additional insured and a loss payee.

### **19. MISCELLANEOUS.**

A. This Agreement may be executed or delivered by facsimile or e-mail and larger font copies are available upon request. If this Agreement is executed or delivered by facsimile or e-mail, Customer acknowledges receipt of a completed Agreement and agrees to all of the terms and conditions of such Agreement. Customer and PDQ intend to use and rely upon electronic signatures.

B. Before digging, it is the sole responsibility of the Customer to follow the requirements of the regional notification PDQ 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, the Customer accepts all liabilities and responsibilities contained in the regional notification PDQ law. Call 811

C. Customer authorizes and instructs PDQ to complete Customer's "blank/open check" and to "fill-in" the amount of all charges.

D. Customer authorizes PDQ to submit all Customer charges to Customer's credit card account.

E. **WARNING: THIS PRODUCT CONTAINS OR PRODUCES ONE OR MORE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS (OR OTHER REPRODUCTIVE HARM).**

F. Customer acknowledges that it is a violation and Customer assumes potential civil liability of section 4442 or 4443 to use or operate an internal combustion engine on any forest, brush, or grass-covered land even if the engine is equipped with a spark arrestor.

G. Customer responsible to comply with all California Air Resources Board, State and local Air Quality Management District's rules and regulations, including, but not limited to all Silica Dust requirements, Fugitive Dust Provisions, record keeping, notification of use, permits and registrations.

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H. Customer is fully aware and acknowledges that the terms and conditions of this Agreement shall apply to all subsequent rentals by Customer. Customer further agrees that the Terms and Conditions of this Agreement shall govern all future deliveries should Customer fail or be unable to sign the Agreement at time of delivery.

I. Customer responsible for identifying and disclosing to PDQ all belowground obstacles. PDQ not responsible for damage to above or below ground obstacles.

J. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

K. Customer waives any rights and/or claims to property "left with equipment" and instructs PDQ to "turn-over" such property (within a reasonable period of time and without duty of PDQ to inspect, protect or inventory such property) to the police department of the city where PDQ is located.

L. Customer instructs PDQ to deliver equipment to address at which Customer represented it will be used and to leave such equipment at such location even if Customer is not present and Customer shall be solely responsible for such equipment pursuant to the terms and conditions of this Agreement.

M. Customer agrees to be bound by the terms and conditions of this Agreement for all future deliveries and authorizes Customer's agent's signature of Agreement.

N, Customer authorizes, agrees, and is fully aware of the PDQ's possible use of tracking devices.

*Revised August 31, 2021*