

CUSTOMER EQUIPMENT RENTAL AGREEMENT
TERMS AND CONDITIONS

This agreement (Agreement) is for the rental equipment described on the Quote, Reservation, or Open Rental Contract attached, including all parts of and accessories to such equipment ("Equipment"). This agreement is between the person indicated on the front as the customer ("Customer") and Salizco, Inc. DBA Coast Equipment Rental ("CER"). Both parties acknowledge that this Agreement consists solely of all terms written or printed on both sides of this page. In consideration of hiring of the equipment (herein "the rental equipment") described on the front of this Rental Agreement it is agreed as follows:

1. **INDEMNITY/HOLD HARMLESS.** Customer will take all necessary precautions regarding the equipment rented and protected all person and property from injury or damage. Customer agrees to hold harmless CER from and against any and all liability, claims, judgements, attorney's fees and costs of every kind and nature, including, but not limited to, the use, maintenance, instruction, operation, possession, ownership or rental of the equipment rented, however caused, except claims or litigation arising through the sole negligence or willful misconduct of CER.
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 rental agreement and assume all of the above risks of injury or damage. Customer agrees to release and discharge CER 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 CER 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 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 Rental Agreement and that the equipment is in good working order and repair and that Customer understands (without further instructions) its proper operation and use.
5. **POSSESSION/TITLE.** Customer's right to possession of the equipment begins upon equipment leaving CER and terminates on the Agreed Return Date indicated on the front of this Rental Agreement. Retention of possession after this date constitutes a material breach of this Rental Agreement. Time is of the essence of this Rental Agreement. Any extension of this Rental Agreement must be agreed upon in writing. Title to the equipment is and shall remain in CER. If the equipment is not returned and/or levied upon for any reason whatsoever, CER may retake said equipment without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend and hold CER harmless from any and all claims and costs arising from such retaking and/or levy. If equipment are levied upon, Customer shall notify CER immediately.
6. **RENTAL PERIOD/RATE/PAYMENT.** Rental Period is for a maximum of twenty-four (24) hours unless a longer term is specified in the Rental Agreement Agreed Return Date on the front of this Rental Agreement. Rental rates are based upon single shift usages (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 CER. Rental charges end upon return return of the equipment to CER in an acceptable condition. No allowances 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 returned is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. CER 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 Rental Agreement. Customer agrees to pay any collection costs and attorney fees incurred in the collection of this account or any dispute arising out of this Rental Agreement.
7. **REFUELING SERVICE CHARGE.** CER agrees to provide the Equipment to the Customer with full Fuel tank(s). Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tanks less than full, customer will pay to CER a sum equal to CER's then applicable refueling services charge posted at CER's office where the Equipment is returned for the Number of gallons required to refill the tank(s) at the time of return. ONLY CLEAR (OVER THE ROAD) DIESEL FUEL IS PERMITTED IN CER'S EQUIPMENT. Customers that add dyed fuel will be responsible for complete re-fueling, engine damage, disposal costs and any associated costs.

8. **ORDINARY WEAR AND TEAR.** Customer shall be responsible for all damaged 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 exceeding rated capacities, breakage; improper use, abuse, lack of cleaning, dirtying of equipment by paint, mud, plaster, concrete, rosin or any other material. A cleaning charge will be made on equipment returned unclean.
9. **COMPLIANCE WITH LAWS/USE OF EQUIPMENT.** Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits or taxes arising from his 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 CER'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 CER when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that CER has no responsibility to inspect the equipment while it is in Customer's possession.
10. **RETURN OF EQUIPMENT.** Customer agrees to return to CER the equipment in as good condition as when received, ordinary wear and tear expected by the Rental Agreement Agreed Return Date. Customer shall be liable for all damaged to or loss of the equipment and liability incurred prior to equipment's return to CER. Customer shall be responsible for all costs incurred by CER recovering and returning damaged equipment to CER's premises. If equipment is to be "picked up" by CER, customer agrees to provide a secure storage location and Customer accepts all risks including damage to and liability relative to equipment until equipment is picked up by CER.
11. **DISCLAIMER OF WARRANTIES.** CER makes no warranty of merchantability of 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. CER 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. CER shall not be responsible for any defect or failure unknown to CER. 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 CER immediately of such failure and returns the equipment to CER within twenty-four (24) hours of such failure.
12. **PURCHASE ORDERS.** The use of Customer's purchase order number on this Rental Agreement is for Customer's convenience and identification only.
13. **SUBLETTING/LOCATION OF EQUIPMENT.** Customer agrees not to sublet, loan, or assign the equipment. Customer shall not move the equipment from the address at which Customer represented it was to be used.
14. **DEFAULT.** Should customer in any way fail to observe or comply with any provision of this Rental Agreement, CER may, at its sole option, terminate this Rental 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 CER. Exercise of any remedy available to CER shall not constitute an election of remedies or a waiver of any additional remedies to which CER may be entitled.
15. **RETAKE OF EQUIPMENT.** If for any reason it becomes necessary for CER to retake the equipment, Customer authorizes CER to retake the equipment without further notice or further legal process and agrees that CER shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.
16. **LEGAL FEES.** In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover expert fees and court costs in such action, or proceedings, in an amount to be determined by the court.
17. **FIRE, THEFT & VANDALISM (FTV) WAIVER.** (FTV) is NOT insurance. By Customer accepting the FTV on the front of this Rental Agreement and with immediate notification in the event of an accident and the prompt submission of applicable police reports, CER and Customer agree that CER will waive certain claims against customer for direct physical damage to the equipment while in use by the Customer. Customer's responsibility to CER under this Agreement for the loss of or damage to the equipment exceeding the larger of the following acceptable amounts: (a) \$1000.00 per item of Equipment; or (b) double the 4 week rental charge in effect on the date this Agreement is entered into, per item of Equipment, without regard to the rental period the Agreement. If

Customer has insurance covering such loss or damage, the FTV becomes secondary and Customer shall exercise all rights available to him under said insurance and take all action necessary to process said claim. Customer further agrees to assign said claim and any and all proceeds from such insurance to CER. Upon request of CER, customer shall fully cooperate with CER and furnish the name of his insurance agent, insurance company, and complete information concerning insurance coverage carried. Notwithstanding the foregoing the following conditions are not covered under the Equipment Protection Plan.

- A. Any term 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 by 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 Rental Agreement, violation of a law, ordinance or regulation.

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

19. **MISCELLANEOUS.**

- A. This Rental Agreement may be executed or delivered by facsimile or email.
- B. Before digging, it is the sole responsibility of the Customer to follow the requirements of the regional notification center law pursuant to Article 2.2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Rental Agreement, the Customer accepts all liabilities and responsibilities contained in the regional notification center law.
- C. Customer authorizes and instructs CER to complete Customer's "blank check" and to "fill in" the amount of all charges.
- D. Customer authorizes CER 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 PRODUCTIVE HARM)
- F. Customer acknowledges that it is a violation of Section 4442 or 4443 to use or operate an internal combustion engine on any forest, brush or grass covered land unless the engine is equipped with a spark arrestor.
- G. Customer is responsible to comply with Fugitive Dust Provisions of Air Quality Management Districts.
- H. Customer is fully aware and acknowledges that the terms and conditions of this Rental Agreement shall apply to all subsequent rentals by Customer. Customer further agrees that the Terms and Conditions of this Agreement shall govern all future "delivery without signature" deliveries should Customer fail or be unable to sign the Rental Agreement at time of delivery.

EMISSIONS REQUIREMENT

STATE REQUIRES THAT DIESEL POWERED VEHICLES NOT BE IDLED FOR MORE THAN 5 CONSECUTIVE MINUTES. THIS IS THE RESPONSIBILITY OF THE CUSTOMER. A WRITTEN POLICY IS AVAILABLE UPON [HTTP://ARB.CA.GOV/MSPROG/ORDIESEL/ORDDIESEL.HTM](http://ARB.CA.GOV/MSPROG/ORDIESEL/ORDDIESEL.HTM)