

Rental Terms and Conditions

By signing this document (virtual or physical), you, the Customer (as defined below) agree and acknowledge that Customer has read, understands, accepts full responsibility for and is bound by the terms and conditions contained in this Rental Agreement (as defined below) and the Reservation Details (as defined below) hereof for the Rental Period (as defined below) whether or not subsequent agreements are executed by Customer or if STS assigns a new agreement number during the Rental Period for the purpose of invoicing Customer. This Agreement is between the person or entity indicated on the Front of this page as the customer ("Customer") and Synergy Rents, LLC, Opiflex, LLC, or Equipment Finders, LLC, or Southeastern Trench Safety, LLC., DBA Opiflex-Synergy ("Company"), or any affiliate or subsidiary of the Company.

- 1. DEFINITIONS.** "Rental Agreement" means this virtual Rental Agreement, including the Reservation Details. From whom the Customer has rented the Equipment. "Equipment" means any one or more of the items identified in the Reservation Details and any accessories, attachments or other similar items delivered to Customer. "Customer" means the person or entity identified as such in the Reservation Details or any representative, agent, officer or employee of Customer "Rental Period" means the period of time between the date "From" and date "To," set forth in the Reservation Details, except that the Rental Period may extend or terminate earlier as provided in Sections 17 and 22 hereof. "Reservation Details" includes but is not limited to: the Equipment, Rental Period, Delivery Information, Payment Information and other information set forth by the agent of the Company.
- 2. AUTHORITY TO SIGN.** Any individual agreeing to this Rental Agreement represents and warrants that he or she is of legal age, and has the authority and power to sign this Rental Agreement on behalf of the Customer.
- 3. INDEMNIFY/HOLD HARMLESS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD THE COMPANY, 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 CO THE COMPANY (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' 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 OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST THE COMPANY BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY THE COMPANY FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF THE COMPANY. 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 CONTRACT.
- 4. INSPECTION OF EQUIPMENT.** Customer acknowledges that Customer will inspect the Equipment prior to taking possession thereof, and Customer will only accept delivery of the Equipment if Customer determines that the Equipment is in good working order and repair, and is suitable for Customer's needs. Customer further accepts the duty to immediately notify the Company of any issues, perceived or real, with the Equipment. Customer further acknowledges that Customer will inspect the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road use, prior to taking possession thereof, and Customer will take delivery of such Equipment only if such propulsion tank contained no dyed fuel. Customer acknowledges that Customer is familiar with the proper operation and use of each item of Equipment. Customer acknowledges that, prior to taking possession of the Equipment, Customer will obtain and read all safety bulletins, operator manuals, and tabulated data for each item of Equipment. Customer agrees to inspect all hitchs, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to any towing vehicle. Customer acknowledges the Company is not responsible for any damage to any towing vehicle caused by detachable hitchs or hitchors.
- 5. LIMITATION OF LIABILITY.** In no event shall (i) the Company be responsible to Customer or any other party for any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use, the Company's failure to deliver the Equipment as required hereunder, or the Company's failure to repair or replace non-working Equipment or (ii) the Company be liable for any incidental, consequential, punitive or special 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 the Company and Customer will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.
- 6. USE OF EQUIPMENT.** A. Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner; (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A. and the Internal Revenue Code) which may apply to the use of the Equipment. 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. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD THE COMPANY HARMLESS FROM ALL FINES, PENALTIES AND CO THE COMPANY INCURRED BY THE COMPANY DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES. Customer agrees to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the Equipment daily, to immediately notify the Company when Equipment needs repair or maintenance and to cease using the Equipment. Customer acknowledges that the Company has no responsibility to inspect the Equipment while it is in Customer's possession. The Company shall have the right to replace the Equipment with other similar equipment at any time and for any reason.
- 7. DISCLAIMER OF WARRANTIES.** THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, THE COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.
- 8. 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 the Company. If such condition is the result of normal operation, the Company will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. the Company 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.
- 9. RETURN OF EQUIPMENT /DAMAGED & LOST EQUIPMENT.** At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during the Company's regular business hours, such Equipment to be in the condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. In the event that the Company has agreed to pick up the Equipment from Customer, Customer shall notify the Company in writing that the Equipment is "off rent" and shall obtain an "off rent" confirmation number from the Company. the Company shall endeavor to pick up the Equipment within a commercially reasonable period of time after the Equipment is called "off rent." Customer shall be liable for all damages to or loss of the Equipment from the time the Equipment leaves the Store Location until the Equipment is (a) returned to the Store Location, including any damage during transit to or from Customer; or (b) picked up by the Company after issuance of an "off rent" confirmation number. In the case of the loss or destruction of any Equipment, or inability or failure to return same to the Company for any reason whatsoever, Customer will pay the Company 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 the Company the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. the Company shall be under no obligation to commence repair work until Customer has paid to the Company the estimated cost therefor.
- 10. REFUELING SERVICE CHARGE, REASONABLE WEAR AND TEAR.** Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned full of fuel. The exact cost of the Refueling Service Charge may vary depending on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a fuel tank at the same fuel level as when Customer received it. 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 12 below). The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) except where the Company expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of service or preventive maintenance suggested by the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacities of the Equipment; (d) damage to the nature of dents, bending, tearing, staining, corrosion or misalignment to of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Customer is responsible for greasing equipment daily and is responsible for maintaining proper fluid levels.
- 11. LATE RETURN.** Customer agrees that if the Equipment is not returned (or notified that the equipment is off-rent in writing) by the end of the Rental Period, the Company, in its sole discretion, may require Customer to do any of the following: (a) conti nue to pay the rental rate(s) applicable to the Equipment as specified in the Reservation Details, (b) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment, or (c) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period. Customer agrees that the Company reserves the right to charge the account provided by Customer as part of this Rental Agreement, a credit card on file if applicable, and/or Customer's account for any amount owed by Customer pursuant to this section due to late return of equipment.
- 12. RENTAL PERIOD/CALCULATION OF CHARGES.** Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is returned to the Store Location during the Company's regular business hours. Rental charges do not include the cost of fuel, any applicable taxes, cost of delivery and pick-up of the Equipment, transportation surcharges, environmental charges or other miscellaneous charges. In the event that the Company has agreed to pick up the Equipment from Customer, Customer shall notify the Company in writing that the Equipment is "off rent" and obtain an "off rent" confirmation number from the Company, at which time rental charges shall no longer be assessed, unless otherwise provided herein. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an 8 hour day, 40 hours per week and 160 hours per 4 week period. On power equipment, operations in excess of one shift will be as follows: 1.5 times the rental charges for double shift and 2 times the rental charges for triple shift. Customer will truthfully and accurately certify to the Company 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 this Rental Agreement. TIME IS OF THE ESSENCE.
- 13. 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, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by the Company as a result of the breach.
- 14. PAYMENT.** All amounts due hereunder shall be payable in full within 30 days upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental charges is essential to the Company's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and the Company agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Customer agrees that the Company reserves the right to charge the credit card provided by Customer as part of this Rental Agreement, a credit card on file if applicable, 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.
- 15. TITLE/NO PURCHASE OPTION/NO LIENS.** This Rental Agreement is not a contract of sale, and title to the Equipment shall at all times remain with the Company. Unless covered by a specific supplemental agreement signed by the Company, 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.
- 16. TIRE AND TUBE REPAIR OR REPLACEMENT.** Repair or replacement of tires, tracks, and tubes is the responsibility of Customer, and is not included in the rental rate.
- 17. DEFAULT.** Customer shall be deemed to be in default should Customer in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Agreement, or should Customer become "Insolvent" (as defined herein), or should the Company anticipate that Customer may become Insolvent or that Customer may otherwise become in default. If Customer is in default, the Company may do any one or more of the following: (a) terminate the Rental Period; (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (c) cause the Company'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 re-possession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by the Company in retaking and repossessing; or (d) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer (i) shall generally not pay, or shall be unable to pay, or shall admit its inability or anticipated inability to pay its debts as such debts become due; or (ii) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or (iii) shall 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; or (iv) shall 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 (v) shall 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.
- 18. CUSTOMER'S INSURANCE COVERAGE.** Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (a) commercial auto liability insurance with at least a per occurrence limit of \$2 million; (b) commercial general liability insurance ("CGL") (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; (c) workers compensation insurance at statutory limits with no alternative coverage accepted and employer's liability with the following limits: bodily injury by accident \$1 million per accident, bodily injury by disease \$1 million policy limit, bodily injury by disease \$1 million per employee; and (d) 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 the Company. the Company 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 this agreement shall include a waiver of rights of recovery against the Company or its insurers by the Customer and its insurers, as well as a waiver of subrogation against the Company or its insurers. The policies required hereunder shall provide that the Company must receive not less than 90 days' notice prior to any cancellation. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST NAME THE COMPANY AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE
- 19. NO ASSIGNMENT, LENDING OR SUBLETING.** Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of the Company, and any such action by Customer, without the Company's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Agreement unless the Company approves otherwise in writing. the Company may at any time, without notice to Customer, transfer or assign this Rental Agreement or any Equipment or any moneys or other benefits due to or become due hereunder.
- 20. ORDER OF PRECEDENCE.** The terms and conditions of this Rental Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents..
- 21. ENTIRE AGREEMENT/ONLY AGREEMENT.** The Rental Agreement, including the Reservation Details, represents the entire agreement between Customer and the Company with respect to the Equipment and the rental of the Equipment. There are no oral or other representations or agreements not included herein. None of the Company's rights or Customer's rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both the Company and Customer. Any use of Customer's purchase order number on this Rental Agreement is for Customer's convenience only and terms and conditions, whether oral or written, that are different or inconsistent with the terms contained herein are hereby rejected by the Company. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Rental Agreement.
- 22. OTHER PROVISIONS.** A. Any failure of the Company to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of the Company's right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provision hereof against the Company as the drafter of this Rental Agreement. B. Any failure of the Company to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of the Company's right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provision hereof against the Company as the drafter of this Rental Agreement. C. Customer shall pay the rental charge(s) without any offsets, deductions or claims. D. Customer consents to the collection, use, and disclosure of his or her personal identification and financial information as described herein. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information includes, for example, Customer's name, billing address, ZIP code, telephone number, date of birth, driver's license number, and email address. Financial information includes, for example, information related to any balances or invoices related to the rental agreement. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with the Company, and for the Company to evaluate and improve its products and services and/or develop new products or services. Customer's personal identification information and/or financial information may be disclosed to contractors, service providers, and other third parties that support the Company's business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them. E. Customer agrees that this Rental Agreement shall be governed by the laws of the State of Florida, and that Customer shall be responsible for all attorney's fees the Company incurs in the collection of any sums due under the terms of this Rental Agreement, whether or not suit is filed, including attorney's fees and costs incurred at all trial and appellate levels, or in any bankruptcy proceeding. CUSTOMER AND THE COMPANY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION AND CONSENT TO TRIAL BY JUDGE. CUSTOMER FURTHER AGREES THAT THE EXCLUSIVE VENUE FOR ANY ACTION ARISING OUT OF THIS RENTAL AGREEMENT SHALL BE IN THE STATE AND FEDERAL COURTS LOCATED IN HILLSBOROUGH COUNTY, FLORIDA. In order to effect service of process on the Company, 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 the Company. the Company shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available. F. Class Action Waiver. Customer agrees that any claims or proceedings brought by Customer relating to this Rental Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue the Company as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against the Company. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff. G. the Company shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (i) permanent closure of the Store Location or (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government or (iii) as otherwise set forth in this Rental Agreement. H. Customer expressly acknowledges that Customer and the Company are the only parties to this Agreement, notwithstanding that a reservation for the Equipment may have been arranged by a third party or that a third party may pay for all or part of the rental bill. I. For matters arising from this Agreement, Customer authorizes the Company to verify and obtain through credit agencies or other sources Customer's credit and insurance information. J. In the event the terms contained in this Rental Agreement conflict with any terms of any preexisting written agreement signed by authorized representatives of the Customer and the Company (the "Written Agreement"), the terms of the Written Agreement shall supersede the terms of this Rental Agreement. K. 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.