

RENTAL CONTRACT – TERMS AND CONDITIONS

Definitions: As used herein, “Cardoza Flooring” shall mean Cardoza Flooring, LLC, its members, managers, agents and employees, and “Customer” shall mean the Customer named on the first page of this Rental Agreement or Invoice (in either case, this “Agreement”), its owners, agents and employees.

In consideration of the mutual promises contained herein and the rental of the equipment (herein the “Equipment” described above, Cardoza Flooring and Customer agree as follows:

1. **INDEMNITY/HOLD HARMLESS.** Customer shall take all necessary precautions to protect all persons and property from injury or damage. To the fullest extent allowed by law. Customer agrees to defend, indemnify, and hold harmless Cardoza Flooring from and against any and all liability claims, actions and judgments, and any and all damages, costs and attorney fees, of every kind and nature. Including, but not limited to injuries or death to persons and damage to property arising directly or indirectly out of the use, maintenance, operation, possession, ownership, or rental of the Equipment, however caused, excepting only claims or actions arising out of or damages caused by, the sole negligence or willful misconduct of Cardoza Flooring.
2. **ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY.** Customer is fully aware and acknowledges that there is a risk of personal injury or property damage arising out of the use or operation of the Equipment, and hereby elects voluntarily to enter into this Agreement and to assume all risk of such injury or damage. Customer hereby releases and discharges, Cardoza Flooring from any and all responsibility or liability for such injury or damage: and Customer further waives, releases and discharges any and all claims against Cardoza Flooring for such injury or damage which Customer otherwise may be entitled to assert.
3. **OPERATORS.** No operators are furnished, directly or indirectly; with our equipment.
4. **POSSESSION/TITLE.** Customer’s right to possession. of the Equipment begins upon the Equipment leaving Cardoza Flooring and terminates on the Agreed Return Dale indicated on the first page of this Agreement. Retention of possession after this date constitutes a material breach or this Agreement, time being of the essence. Any extension or other modification of this Agreement must be agreed upon in writing. Cardoza Flooring owns and will retain title to the Equipment at all times. Customer shall keep the Equipment free and clear of any and all liens or levies. Customer shall notify Cardoza Flooring immediately of any actual or attempted lien or levy upon the Equipment, and shall defend, indemnify and hold harmless Cardoza Flooring from any and all claims and costs arising out of any such lien or levy, including but not limited to costs associated with retrieving the Equipment from any location. Customer assumes sole risk and liability for any perisomal injury or property damage occurring at such locations.
5. **RENTAL PERIOD/RATE/PAYMENT.** The term of this rental (the “Term”) shall be twenty-four (24) hours unless a longer or shorter term is specified on the first page of this Agreement as the Agreed Return Date. Rental rates are based upon single shift usage (eight hours per day, five days per week, twenty-eight days per month). If Customer makes greater use of the Equipment during the Term. the additional usage will be charged. Rental charges begin immediately upon the Equipment leaving Cardoza Flooring and end upon return of the Equipment

to Cardoza Flooring in accordance with the terms hereof. No allowance will be made for Saturdays, Sundays, holidays, or time in transit, or for any period that the Equipment is not in actual use while in Customers possession. Notwithstanding the foregoing, if the Equipment is returned prior to the end of the Term, Customer will be charged for the entire Term Unless a different minimum term is slated above. Cardoza Flooring may Charge Customer's credit or debit card upon commencement of the Term and return any balance to Customer at the end of the Term. Customer agrees to pay a \$25 returned check fee on any check returned unpaid.

6. **COMPLIANCE WITH LAWS/USE OF EQUIPMENT.** Customer shall not sublet, loan or assign the Equipment and without Cardoza Floorings prior written consent, Customer shall not move the Equipment from the location at which Customer represented it was to be used, or permit anyone other than Customer to possess, operate or use the Equipment. Customer shall not operate or use the Equipment or permit its operation or use: (a) for any illegal or improper purpose or for other than its intended purpose; (b) in violation of any local, county, state or federal law, ordinance or regulation; (c) in any unsafe or improper manlier or beyond its rated capacity; (d) by any person who is not trained and qualified to do so or who has not read and understood all applicable safety and operating instructions; (e) without competent and continuous supervision; (f) without all necessary and appropriate safety and personal protective equipment, or (g) in any unsafe condition or circumstances. Customer agrees to check filters, oil, fluid levels, and air pressure, to drain or adequately protect the Equipment in cold weather to avoid freezing, and to clean and visually inspect the Equipment at least daily and to immediately discontinue its use and notify Cardoza Flooring when the Equipment is found to need repair or maintenance or is not functioning properly. Customer. acknowledges mat Cardoza Flooring has no responsibility to inspect the Equipment while it is in Customers possession. Under no circumstances shall Customer modify, disable. Misuse, harm, or abuse the Equipment, or perform or permit any repairs to the Equipment without Cardoza Flooring's prior written permission. Customer further agrees for all to pay for all licenses, fees, permits and taxes arising from Customer's use of the Equipment of when the same are assessed or due.

7. **RETURN/CONDITION OF EQUIPMENT.** Customer agrees to return the Equipment to Cardoza Flooring, at or before the end of the Term, in the same Condition as that in which it was received, ordinary wear and tear excepted. "Ordinary wear and tear" shall mean only the nominal deterioration of the Equipment caused by ordinary, reasonable, and proper use of the Equipment. Damage due to overturning, overloading, or exceeding rated capacities; breakage; improper use or abuse; freezing; lack of cleaning; or dirtying by paint, mud, plaster, concrete, resin or any similar material will not be considered "ordinary wear and tear." Customer will be charged a cleaning fee if the Equipment is returned unclean. Customer shall be liable for any and all damage to the Equipment including but not limited to tire, track, broken glass and mirror damage, up to the full replacement cost of the Equipment and loss of rental revenue. Customer shall be responsible for any and all costs incurred by Cardoza Flooring in recovering and returning the Equipment to Cardoza Flooring's premises; and Customer shall pay rent during any period when the Equipment is being repaired or replaced by Cardoza Flooring. If the Equipment is to be "picked up" by the Cardoza Flooring. Customer agrees to provide a secure storage location and Customer accepts all risk of damage to and liability for the Equipment until the Equipment is picked up.

8. **DISCLAIMER OF WARRANTIES.** The Equipment is rented on an "as is" basis, with all faults. Cardoza Flooring makes no express warranty and no warranty of merchantability or

fitness for any particular use or purpose, either expressed 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. Cardoza Flooring 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 or use, or to any failure of the Equipment. Cardoza Flooring shall not be responsible for any defect or failure unknown to Cardoza Flooring. 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 Cardoza Flooring immediately and in writing of such failure and returns the Equipment to Cardoza Flooring within twenty-four (24) hours of such failure. Cardoza Flooring shall not be liable for delays, strikes, breakdowns or other circumstances or events beyond its control. Under no circumstances shall Cardoza Flooring be liable for any incidental or consequential damages.

9. **PURCHASE ORDERS.** Any reference to Customer's purchase order in this Agreement is for Customer's convenience and identification only and does not bind Cardoza Flooring to the terms thereof.

10. **DEFAULT/REMEDIES.** Customer shall be deemed to be in default hereunder if Customer violates or in any way fails to observe or comply with any term, condition, or provision of this Agreement. In the event of any default, Cardoza Flooring may, at its sole option and without further notice to Customer or legal process: (a) terminate this Agreement; (b) retake or repossess the Equipment from any location; (c) declare any and all charges due and payable and take legal action to recover all sums owed hereunder; and/or (d) pursue any other legal rights and remedies available to Cardoza Flooring. Exercise of any remedy available to Cardoza Flooring shall not constitute an election of remedies or a waiver of any additional remedies to which Cardoza Flooring may be entitled. In the event that Cardoza Flooring elects to retake the Equipment, Customer hereby authorizes Cardoza Flooring to enter upon the premises where the Equipment is located and to retake the Equipment by any peaceful means, and Customer agrees that Cardoza Flooring shall not be liable for any claims or damages for trespass arising out of the retaking of the Equipment.

11. **DISPUTES.** All aspects of the interpretation and enforcement of this Agreement shall be governed by New Hampshire law without regard to its conflict of laws principles. Customer hereby consents to the exclusive jurisdiction of the state courts in and for the State of New Hampshire with respect to any matter or dispute arising out of this Agreement, Customer shall be liable for all costs and attorney fees incurred by Cardoza Flooring in enforcing this Agreement.

12. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Cardoza Flooring to insist upon strict performance by Customer as to any provision of this Agreement shall not be interpreted as a waiver of Cardoza Flooring's right to demand strict compliance with all other provisions of this Agreement or the same provision on another occasion. The provisions of this Agreement shall be severable so that the unenforceability, invalidly, or waiver of any provision shall not affect any other provision.

13. **INSURANCE.** Customer shall maintain in full force and effect, during the Term, occurrence-based general liability insurance and automobile insurance, both naming "Cardoza Flooring, LLC" as additional insured and with limits of at least \$1,000,000 per occurrence. Coverage shall include limits for bodily injury, including death, personal injury, and/or property

damage that will serve as primary coverage for Customers liability and all obligations under this Agreement. Customer shall also maintain leased/rental equipment coverage listing “Cardoza Flooring, LLC” as loss payee with limits at least adequate to cover any loss or damage to the Equipment up to full replacement cost while under Customer’s custody or control. Customer shall, on demand, furnish certificates of insurance conforming to the above requirements and endorsed to provide that such insurance may not be canceled or modified without ten days prior written notice to Cardoza Flooring. Customer agrees to abide by all terms and conditions of such insurance and to notify Cardoza Flooring and Customer’s insurance carrier, immediately by telephone and thereafter, promptly in a written report, of any accident or incident involving the Equipment. Customer will cooperate fully with Cardoza Flooring and the insurance carrier in the investigation, prosecution, an/or defense of any suit or claim resulting from such accident or incident.

14. **EQUIPMENT PROTECTION PLAN.** Equipment Protection Plan (“EPP”) is not insurance. By accepting the EPP on the first page of this Agreement and upon immediate notification in the event of an accident and the prompt submission of all required reports, Customer will have no liability to Cardoza Flooring for physical damage to the Equipment covered by the EPP, except that Custom will remain liable to Cardoza Flooring in all events for: (a) any item of Equipment or part thereof which is not returned for any reason, including theft; (b) damage resulting from improper use, misuse, abuse, freezing, overheating, failure to maintain, service, or clean, improper fluid or pressure levels, failure to secure during transportation, overloading or exceeding the rated capacity of the Equipment, or other fault of Customer; (c) damage to tracks, tires, tubes, wheels, hoses, or lines caused by blowout, pinching, cuffing, and other causes inherent in the use of the Equipment; (d) damage as a result of vandalism and malicious mischief, intentional abuse or damage to the Equipment caused by a third party while in the Customers custody or control; (e) damage resulting from overturning, rolling, or getting the Equipment stuck, from objects falling on the Equipment, from hitting any overhead obstructions, or from Equipment being dropped; and (f) damage resulting from use of the Equipment in violation of any provision of this Agreement. The EPP will cover up to \$1,000 per occurrence, per Rental Agreement. Customer’s insurance will continue to apply to Cardoza Flooring’s benefit and will remain primary with all rights of subrogation. Customer hereby assigns to Cardoza Flooring all of Customer’s rights under the EPP and agrees to take all actions necessary to assist Cardoza Flooring in recovering from Customer’s insurer for all damages covered by the EPP.

15. **MISCELLANEOUS.**

- A. This Agreement shall be binding on and enforceable against Customer if executed or delivered by facsimile or email to the same extent as if executed or delivered in person via original signatures.
- B. Customer acknowledges the Terms and Conditions of this Agreement shall apply to any and all subsequent rentals by Customer. Customer further agrees that the Terms and Conditions of this Agreement shall govern any and all future “delivery without signature” deliveries should Customer fail or be unable to sign the Agreement at time of delivery.
- C. It is agreed that all rentals are to be paid in advance, unless special terms are arranged through Cardoza Flooring’s ~~credit department~~ and indicated on the first page of this Agreement. Customer agrees to pay interest at the rate of 1½% per four-week period on

delinquent accounts. The rates or charges stated on the first page of this Agreement do not include delivery or pick-up charges or the cost of fuel consumed. The Equipment is not for sale unless special terms are agreed upon in writing, prior to the start of the rental.

- D. This Agreement. contains all the terms and conditions applicable to the rental of the Equipment by Customer. Any and all prior statements, representations, or negotiations by or between the parties are deemed merged in this Agreement.