

RENTAL TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SHORT-TERM RENTAL AGREEMENT.

THIS AGREEMENT IS SUBJECT TO TERMS AND CONDITIONS ATTACHED.

1. CANCELATION POLICY:

All cancellations must be received at least 24 hours prior to the scheduled rental start time. Cancellations made within this 24-hour window may be subject to a cancellation fee.

If a customer chooses to cancel **after the rental period has begun**, the rental charges will be **prorated based on the full standard rental rate**, and an **additional one-day charge** will be applied. This additional charge reflects the minimum rental commitment once the rental period has commenced, regardless of any promotional or discounted pricing originally applied. No refunds will be issued for unused time unless otherwise agreed upon in writing.

2. RENT AND OTHER PAYMENTS: Customer shall pay M2 Land Solutions LLC each rental installment on or before each succeeding Payment Date, without demand, deduction or offset. "Customer" is identified on the front side hereof and includes any of its representatives, agents, officers, or employees and anyone signing this Contract on their behalf. If Customer defaults in the payment of any sum of money to be paid under this Agreement, Customer shall pay M2 Land Solutions LLC, as additional rent, interest on such unpaid sum from its due date to the date of payment at the Maximum Rate.

2. AGREEMENT: This Agreement becomes binding only upon M2 Land Solutions LLC's execution of this Agreement. Customer shall inspect the Equipment immediately upon its receipt and shall be conclusively deemed to have accepted the Equipment in good and operating condition unless the Customer promptly notifies M2 Land Solutions LLC of any defects, in writing and via telephone. M2 Land Solutions LLC shall have the right, at its option, to either repair or replace the Equipment, or terminate this Agreement, in which event the Equipment shall be returned to M2 Land Solutions LLC. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of M2 Land Solutions LLC.

3. TITLE: Title to the Equipment shall at all times remain in M2 Land Solutions LLC. Customer, at its expenses, shall protect and defend the title of M2 Land Solutions LLC and keep it free of all claims and liens. All replacements, repairs, improvements, alterations, substitutions and additions shall constitute accessions to the Equipment and title there to shall vest in M2 Land Solutions LLC, at all times the Equipment will remain the personal property of M2 Land Solutions LLC.

4. LOCATION OF EQUIPMENT: Customer shall not remove the Equipment from the location set forth on the front page of this Agreement, without M2 Land Solutions LLC's written consent. Customer represents that the Equipment will not be affixed to any real estate or other goods so as to become fixtures on such real estate or accessions to other goods. If the customer moves the equipment from the location set forth on the front page of this Agreement, without M2 Land Solutions LLC's prior written consent, Customer will be considered to be in Default, and this will terminate the contract. Consequently, the customer will forfeit any remaining rental payments, and M2 Land Solutions LLC reserves the right to recover the equipment from the location.

5. USE: Customer agrees that M2 Land Solutions LLC has no control over the manner in which the equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (1) prior to each use, Customer has or will inspect the Equipment to confirm that it is in good working condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (2) any apparent agent at the location listed by Customer for delivery is authorized to accept delivery of the Equipment; (3) The Equipment will at all times be used and operated solely in the conduct of Customer's business and not for personal, family or household use, and in accordance with the operation, use and/or

instructional materials supplied to Customer; (4) Customer will comply with all applicable laws, acts, rules, regulations and orders affecting the Equipment or use thereof and shall be responsible for obtaining all authorizations, licenses, and certifications to operate the Equipment; (5) the Equipment will be used solely for the purpose for which it was designed and intended, and will not be abused; and, (6) Customer will only allow skilled operators trained in use of the Equipment to operate the Equipment. Customer shall operate the Equipment with reasonable care and diligence and use reasonable precautions to prevent loss, damage, or injury; (7) Customer will notify M2 Land Solutions LLC as quickly as possible if owner/user's manual is not provided with machine. M2 Land Solutions LLC hereby disclaims any liability related to the use of the machine by Customer if Customer fails to notify M2 Land Solutions LLC that the owners'/users' manual was not provided prior to Customer's use of the machine.

6. REPAIRS AND MAINTENANCE: Except for repair costs covered by an express M2 Land Solutions LLC or manufacturer warranty, if any, Customer, at their expense shall: (1) keep the Equipment in good working order, (2) pay all costs, expenses, fees and charges incurred in connection with the use or operation of the Equipment including, but not limited to maintenance, storage and servicing, and pay M2 Land Solutions LLC, upon demand, its regular charges for any parts or labor furnished in making any repairs in connection with Customer's use of the Equipment. Customer's maintenance obligations shall include, but not be limited to, the performance of all daily maintenance recommended in applicable manufacturer operation, lubrication and/or maintenance guides ("Daily Maintenance"). In connection with the performance of Daily Maintenance, Customer shall (i) be responsible for all cleaning of the Equipment as required for maintenance, including but not limited to removal of brush or debris from tracks, wheels, buckets, attachments, hydraulic lines or hoses, undercarriage, belly pans, radiator and engine compartment; (ii) be responsible for notifying M2 Land Solutions LLC of any unusual noises or problems with respect to the Equipment; and (iii) be responsible for making the Equipment available for maintenance and inspection by M2 Land Solutions LLC and its representatives.

7. TAXES: Customer shall pay all taxes, fees, assessments and other governmental charges of any kind or character on or relating to the Equipment.

8. LOSS AND DAMAGE: Customer assumes all risk of, and shall be solely responsible for, all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage was or was not the result of customer's negligence or lack of care or could have been covered by insurance. The Agreement shall not terminate and there shall be no abatement, reduction, suspension or deferment of Rental Installments for any reason, including damage to or loss of the Equipment. Customer shall promptly give M2 Land Solutions LLC written and telephone notice of any loss or damage, describing in detail the cause and the extent of such loss or damage. Customer shall notify appropriate law enforcement authorities within two (2) hours of discovery of theft or vandalism. M2 Land Solutions LLC shall not be liable, and Customer waives any claim it might have (i) for injury to Customer's business or any loss of income therefrom; (ii) for damage to the property of Customer, or (iii) for injury to the person of Customer or Customer's agents, representatives and employees or caused in any way by the Equipment. M2 Land Solutions LLC will not be responsible for sums spent by customer in an attempt to recover the rented machine. Customer should immediately contact M2 Land Solutions LLC and M2 Land Solutions LLC will attempt to recover the machine.

9. INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES AND HOLDS M2 LAND SOLUTIONS LLC HARMLESS, AND AT M2 LAND SOLUTIONS LLC REQUEST, DEFENDS M2 LAND SOLUTIONS LLC (WITH COUNSEL APPROVED BY M2 LAND SOLUTIONS LLC) ITS PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS FROM AND AGAINST ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.

10. INSURANCE: Customer agrees to provide M2 Land Solutions LLC with a certificate of insurance providing evidence of these coverages: Equipment Insurance with M2 Land Solutions LLC listed as Loss Payee, General Liability and Automobile Liability, each with limits of at least \$1,000,000 Per Occurrence, with M2 Land Solutions LLC as Additional Insured, and with Waivers of Subrogation in favor of M2 Land Solutions LLC, Workers Compensation including Employer's Liability with limits of at least \$1,000,000 and with Waiver of Subrogation in favor of M2 Land Solutions LLC.

11. LOSS DAMAGE WAIVER ("LDW"): If M2 Land Solutions LLC offers LDW and Customer purchases the LDW, then Customer will still be required to provide all other insurance coverages as listed above. M2 Land Solutions LLC agrees that Customer's financial responsibility shall be limited to \$10,000 for costs resulting from damage, loss or theft of the Equipment. The LDW shall not apply in the event of Theft unless the Customer reports the theft to appropriate law enforcement authorities within 2 hours of discovery and provides a copy of the police report to M2 Land Solutions LLC as soon as practicable. The LDW shall not apply with respect to: (i) overturn, rollover, or upset, (ii) undercarriage wear in excess of 5% per month, (iii) rubber tire wear in excess of 5% per month, or tire cuts and abrasions, or (iv) damage, loss or theft resulting from improper or unsafe operation, improper care, improper storage, damage intentionally caused by the Customer or Customer's employees, damage that results from the Customer's willful or wanton misconduct, or improper precautions to secure the Equipment. M2 Land Solutions LLC and Customer acknowledge that nothing in this Agreement is intended to be construed as creating an insurer/insured relationship between M2 Land Solutions LLC and Customer. M2 Land Solutions LLC shall be under no obligation to accept Customer's Certificate of Insurance in lieu of the LDW if provided by the Customer after the first day or rental period, and even if accepted by M2 Land Solutions LLC, Customer shall not be entitled to any refund of LDW charges accrued prior thereto. This contract offers an optional loss damage waiver for an additional charge to cover your responsibility for loss of or damage to the heavy equipment. You do not have to purchase this coverage. Before deciding whether to purchase this loss damage waiver, you may consider whether your insurance policies afford you coverage for loss of or damage to the heavy equipment rented and the amount of the deductible you would pay under your policies.

12. ASSIGNMENT AND SUBLEASE: M2 Land Solutions LLC may assign any of its rights and obligations hereunder without notice, including, but not limited to, assignment of the M2 Land Solutions LLC equipment sale and/or trade-in purchase rights under this Agreement, if converted to a sale or trade-in purchase, to M2 Land Solutions LLC. No assignee of M2 Land Solutions LLC, including M2 Land Solutions LLC, as qualified intermediary or the assignee's officers, directors, agents, or employees, shall be obligated to perform any covenant, condition or obligation required to be performed by M2 Land Solutions LLC hereunder. However, in the event any assignee agrees to assume the obligations of M2 Land Solutions LLC, Customer agrees that M2 Land Solutions LLC shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer without the prior written consent of M2 Land Solutions LLC. Customer agrees it will not rent or sublease any Equipment to others, without the prior, written consent of a M2 Land Solutions LLC manager. Customer shall ensure that its sub-lessees comply with all obligations of Customer in this Agreement.

13. EVENTS OF DEFAULT: Each of the following is an event of default under this Agreement: (1) Customer's failure to pay any Rental Installment or other sum payable to M2 Land Solutions LLC or any affiliate of M2 Land Solutions LLC when due, whether such indebtedness arises hereunder or otherwise; (2) Customer's ceasing to do business as a going concern, becoming insolvent, taking advantage of any law for the relief of debtors, making an assignment for the benefit of creditors or a filing under the U.S. Bankruptcy Code by or against Customer; (3) M2 Land Solutions LLC deems the Equipment in jeopardy or feels insecure with respect to: Customer's continued ability to make payments or, the value of the Equipment; or (4) Customer fails to perform any other obligation imposed on Customer under this or any other M2 Land Solutions LLC Agreement.

14. REMEDIES ON DEFAULT: In the event of any default by Customer, M2 Land Solutions LLC is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the Equipment or any other equipment, including enter premises where it's located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the Equipment or any other equipment; (e) without terminating this Agreement, M2 Land Solutions LLC may take possession of the Equipment and sell, relet or otherwise dispose of the Equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorney's fees, and other charges incurred by M2 Land Solutions LLC; (f) Recover deficiency from Customer; and/or (g) perform by itself, or cause performance of, Customer's obligation, at Customer's cost. In no event shall M2 Land Solutions LLC be required to sell or relet the Equipment, nor required to rebate or pay back any gain or profit as a result of leasing the Equipment. M2 Land Solutions LLC remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

15. RETURN: Upon the expiration or earlier termination of this Agreement, Customer shall promptly return the Equipment to M2 Land Solutions LLC free and clear of all mortgages, liens, security interests, charges, encumbrances and claims, and in the same operating order, repair, condition cleanliness and appearance as when received, ordinary wear and tear excepted. Customer shall make such return at its expense and risk, freight and insurance prepaid, to the destination specified by M2 Land Solutions LLC. In the event Customer remains in possession of the Equipment after the expiration or earlier termination hereof, Customer shall be a Lessee at Will, and all terms and conditions of the Agreement shall continue in full force and effect. If Equipment is returned dirty or damaged, Customer shall be responsible for excess cleaning and repair charges in an amount determined by M2 Land Solutions LLC.

16. CUSTOMER'S WARRANTIES: In addition to the other warranties contained herein, Customer warrants to M2 Land Solutions LLC that (i) if Customer is a corporation, limited liability company or limited partnership, Customer is duly organized and validly existing in good standing under the laws of the state in which it is organized and has duly authorized the execution, delivery and performance of this Agreement; and (ii) the Agreement has been duly and validly executed and delivered by Customer and constitutes a valid contract which is fully enforceable against Customer according to its terms.

17. NOTICES: All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice.

18. USURY: This Agreement is a lease, and not a financing agreement or arrangement. However, if this Agreement shall ever be determined to be a financing agreement or arrangement involving the loan of monies, this paragraph shall apply. It being the intention of the parties to strictly conform to the applicable usury laws, all agreements between the Customer and M2 Land Solutions LLC, whether now existing or hereafter arising and whether written or oral are hereby expressly limited so that in no event, whether by reason of acceleration of the maturity of the obligations secured hereby or otherwise, shall the amount paid or agreed to be paid to M2 Land Solutions LLC for the use, forbearance, or detention of money hereunder or otherwise, exceed the maximum amount permissible under applicable law. If fulfillment of any provision or of any document evidencing or securing the obligations secured hereby shall involve exceeding the limits prescribed by law, then the obligation to be fulfilled shall be reduced to the legal limit; and if M2 Land Solutions LLC shall ever receive anything of value deemed interest under applicable law which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Customer. All sums paid or agreed to be paid to M2 Land Solutions LLC for the use, forbearance, or detention of the indebtedness of the Customer to M2 Land Solutions LLC hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of such indebtedness so that the rate of interest on account of such indebtedness is uniform throughout the term thereof.

19. MAXIMUM RATE: "Maximum Rate" shall be the lesser of: 1) 1.5% per month {18% per annum}; or 2) the highest non-usurious rate of interest allowed by Texas law.

20. MISCELLANEOUS: This Agreement may only be modified by a written agreement signed by M2 Land Solutions LLC but not to include a Customer's purchase order. Any terms in Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this Agreement (except such additional terms which are required by law) shall be void and of no effect (any use or reference to Customer's purchase order or purchase number in any Rental Contract is for Customers convenience only). If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one Customer, the obligations of Customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of M2 Land Solutions LLC and Customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas; each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Bexar County, Texas.

21. FUEL: M2 Land Solutions LLC agrees to deliver Equipment with a full tank of diesel or applicable

fuel to the Customer. Customer agrees to replenish fuel stores of the Equipment to its full capacity prior to termination of Equipment lease. If Customer cannot replenish the Equipment fuel stores as delivered by M2 Land Solutions LLC, M2 Land Solutions LLC (1) agrees to refill or replenish the Equipment fuel stores at additional cost, (2) Customer agrees to pay the additional fuel fees to M2 Land Solutions LLC and (3) M2 Land Solutions LLC agrees to furnish Customer with a copy of receipt for any additional fuel refilling costs or fees related to Customer's use of the Equipment.

22. ARBITRATION: Parties agree to submit to binding arbitration for any dispute arising out of or relating to this transaction. Either party may initiate arbitration which shall be conducted in accordance with commercial arbitration rules of the American Arbitration Association, in San Antonio, Bexar County, Texas. Each party shall bear its own costs and attorney's fees unless the arbitrators award such fees to a party, each party shall share equally the cost of the arbitration. Right to a jury trial is hereby waived by all parties.

22. CHARGES: Customer agree to pay us on demand for all charges due us under this Agreement, including, but not limited to: (a) time, and mileage (if applicable), for the period you keep the Trailer, Excavator, Skid Steer or any rental equipment; (b) applicable taxes; (c) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing and storage charges and other expenses involving the Trailer assessed against us or the Trailer; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$100 for each such charge; (d) all costs we incur recovering the Trailer, Excavator, Skid Steer or any rental equipment, if you fail to return it as agreed above; (e) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a 5% late payment fee on all amounts paid past the due date; (g) \$100 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (h) a reasonable fee not to exceed \$500 to clean the Trailer, Excavator, Skid Steer or Rental Equipment, if returned substantially less clean than when rented. We will not refund any of the time or mileage charges if you return the Trailer earlier than the date or time due in.

OTHER TERMS AND CONDITIONS:

ADDITIONAL TERMS AND CONDITIONS AND CONDITIONS SET FORTH ON THE REVERSE SIDE, ONLINE, OR ATTACHED HERE TO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS: • Initials required

M2 LAND SOLUTIONS LLC IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH M2 LAND SOLUTIONS LLC MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF M2 LAND SOLUTIONS LLC; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS. M2 LAND SOLUTIONS LLC HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. M2 LAND SOLUTIONS LLC IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL, OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR, OR USE OF THE EQUIPMENT.

ADDENDUM: TRAILER RENTAL TERMS AND CONDITIONS

The following terms and conditions apply specifically to the rental of trailers, in addition to and without replacing any terms set forth above.

Definitions

"Agreement" means all terms and conditions found on this form page and any other documents you sign or that we give you at the time of rental. "You" or "your" means the person identified as the renter or additional renter on this form, all Authorized Drivers, and any person or organization to whom charges are billed by us at its or the renters' direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the business renting the Trailer to you. "Authorized Driver" means you and any additional driver listed by us on this Agreement. "Trailer" means the non-motorized trailer identified in this Agreement and any trailer we substitute for it. "Loss of Use" means the loss of our right to use the Trailer for any reason because of damage to it or loss of it during this rental. Loss of Use is calculated by multiplying the number of days from the date of loss or damage to the Trailer until it is replaced or repaired times the daily rental rate. "Diminished Value" means the difference between the actual cash value of the Trailer just prior to damage or loss less the value of the Trailer after its repair. If we elect not to repair the Trailer "Diminished Value" means the difference between the actual cash value of the Trailer just prior to damage or loss less the salvage or sale value of the Trailer.

Rental, Indemnity and Warranties

This is a contract for rental of the Trailer. We may repossess the Trailer at your expense without notice to you, if the Trailer is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us, and hold us harmless from all claims, liability, costs, and attorney fees we incur resulting from, or arising out of, this rental and your use of the Trailer. We make no warranties, express, implied, or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.

Condition and Return of Trailer

You must return the Trailer to the place and on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Trailer is returned after closing hours, you remain responsible for the safety of, and any damage to, the Trailer until we inspect it upon our next opening for business. Service to the Trailer or replacement of parts or accessories during the rental must have our prior approval.

Responsibility for Damage or Loss; Reporting to Police

You are responsible all damage to, or loss or theft of, the Trailer, including damage caused by weather, road conditions and acts of nature, whether or not you are at fault. You are responsible for the cost of repair or the actual retail cash value of the Trailer if it is not repairable or if we elect not to repair it. You are also responsible for Loss of Use, Diminished Value, missing equipment, and a reasonable charge to cover our administrative expenses connected with any damage claim, you must report all accidents involving the Trailer to us and the police within 24 hours of occurrence.

Prohibited Uses

The following uses of Trailer are prohibited: (a) transporting dangerous or hazardous items or illegal materiel; (b) transporting living persons; (c) towing the Trailer by anyone under the influence of drugs or alcohol; (d) allowing the Trailer to be towed by anyone who is not a renter or an Authorized Driver; (e) any use of the Trailer by anyone who obtained the Trailer or extended the rental period by giving us false, fraudulent or misleading information; (f) use of the Trailer in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (g) use of the Trailer outside the United States or Canada; (h) use of the Trailer when loaded beyond its capacity, as

determined by the manufacturer of the Trailer; (i) towing the Trailer through or under any structure without sufficient overhead or side clearance; (j) use of the Trailer when it is reasonable to expect you to know that further operation would damage the Trailer; (k) using the Trailer in a manner that causes damage to it due to inadequately secured cargo; (l) damaging the Trailer by your intentional, wanton, willful or reckless conduct; and, (m) damaging the Trailer by placing signs, lettering or painting on the Trailer.

Insurance

You have notified your insurance agent of your intention to haul the Trailer. You have been advised by your agent that your liability and property damage insurance cover your risk of liability for injury and/or damage to others or their property and your insurance policy have been endorsed accordingly. You must provide liability insurance coverage on the Trailer during the entire length of the rental period that will cover any and all incidents or accidents while the trailer is in your possession through the motor vehicle insurance policy covering the towing vehicle.

Charges

You agree to pay us on demand for all charges due us under this Agreement, including, but not limited to: (a) time, and mileage (if applicable), for the period you keep the Trailer; (b) applicable taxes; (c) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing and storage charges and other expenses involving the Trailer assessed against us or the Trailer; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$100 for each such charge; (d) all costs we incur recovering the Trailer if you fail to return it as agreed above; (e) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a 5% late payment fee on all amounts paid past the due date; (g) \$100 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (h) a reasonable fee not to exceed \$500 to clean the Trailer, if returned substantially less clean than when rented. We will not refund any of the time or mileage charges if you return the Trailer earlier than the date or time due in.

Deposit

We may use your deposit to pay any monies owed to us under this Agreement, including our estimate of damages to the Trailer.

Modifications

No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.

Waiver

A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a trailer. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Monies Owed

In the event that the Renter fails to make any payment due under this Agreement, the Renter shall be provided with a grace period of fourteen (14) calendar days from the due date to remit the outstanding amount. If the Renter does not pay the amount owed within this period, the Owner reserves the right to initiate legal action to recover the monies owed, including but not limited to, filing a claim in small claims court or engaging a collection agency. The Renter acknowledges and agrees that any costs incurred by the Owner in pursuing the recovery of unpaid amounts, including legal fees and court costs, shall be the responsibility of the Renter. The Owner shall provide written notice to the Renter of any outstanding amounts and the commencement of the fourteen (14) day grace period. Failure to receive such notice does not absolve the Renter of their obligation to pay the amounts due under this Agreement.

Future Rentals Clause

This Rental Agreement (hereinafter referred to as the "Agreement") shall apply to the rental of equipment (hereinafter referred to as the "Equipment") from the Owner to the Renter for the initial rental period specified herein, as well as for any and all future rental periods, unless otherwise agreed in writing by both parties.

By signing this Agreement, the Renter acknowledges and agrees that the terms and conditions set forth herein shall govern all subsequent rentals of Equipment from the Owner, regardless of the specific dates or duration of such rentals. This clause is intended to streamline the rental process and ensure consistency in the terms governing each rental transaction.

The Renter further agrees that any future rentals of Equipment shall be subject to the same terms and conditions as outlined in this Agreement, including but not limited to, payment terms, liability, indemnification, and return of Equipment, unless a new and separate rental agreement is executed by both parties. The Renter acknowledges that this Agreement constitutes a binding contract for all future rentals and that the Renter has read, understood, and agreed to the terms and conditions contained herein.

In the event of any conflict between the terms of this Agreement and any future rental agreements, the terms of this Agreement shall prevail unless expressly stated otherwise in a written agreement signed by both parties. The Renter agrees to notify the Owner of any changes in contact information or other relevant details that may affect the execution of future rentals.

Tire and Brake Responsibility Clause

The Customer assumes full responsibility for the condition of the tires during the rental period. M2 Land Solutions, LLC shall not be held liable for any tire blowouts or related issues. The Customer is required to inspect all tires prior to both pickup and drop-off, and must report any pre-existing issues before departure. The Customer must remember to adjust their brake controller for appropriate brake gain settings when the trailer is loaded and unloaded. In the event that tires exhibit bald spots or damage upon return, the Customer may forfeit their deposit. M2 Land Solutions, LLC reserves the right to assess the extent of damage and determine the corresponding amount to be withheld from the deposit. It is recommended that the Customer document the condition of the tires with photographs before and after the rental period. By initializing and signing this contract, the Customer acknowledges and agrees to these terms regarding tire and brake controller responsibility.

Items and Materials Included

2 Steel Ramps - Cost \$300 each | Aluminum Tool Box - \$500 | 12v Battery - \$100 | Tri-Ball Hitch - \$70 | 2 Stability Jacks - \$70 each

Any missing or damaged items shall be deducted from the customer's deposit. In the event that the cost of replacement exceeds the deposit amount, the customer shall be invoiced for the additional payment required to cover the replacement cost. Alternatively, the customer has the option to replace these items themselves. By signing this contract, the customer acknowledges and agrees to these terms regarding deposit deductions and replacement options.

Acknowledgement

I acknowledge receiving all items above and know that I am responsible for returning all items in good working condition or else I will be expected to pay for that item. I have carefully inspected the trailer, tires, hitch, ramps and find them all in satisfactory condition. I understand that I am responsible for any and all damages up to and including theft.

By signing below, you acknowledge that you have been given an opportunity to read the Term and Conditions of this Agreement before being asked to sign. Your signature authorizes us to process a credit card voucher for all charges due to us under this agreement, including later payment of any traffic, toll or parking violations assessed against the Trailer.