

MASTER EQUIPMENT AND TRAILER RENTAL AGREEMENT

THIS MASTER EQUIPMENT AND TRAILER RENTAL AGREEMENT ("Agreement") is made by and between M2 Land Solutions LLC ("Company", "Owner", "we", "us") and the customer identified on the signature page or applicable rental order form ("Customer", "Renter", "you").

THESE TERMS AND CONDITIONS GOVERN ALL CURRENT AND FUTURE RENTALS OF EQUIPMENT, ATTACHMENTS, AND TRAILERS BY CUSTOMER FROM COMPANY UNLESS SUPERSEDED BY A FORMAL WRITTEN AMENDMENT SIGNED BY BOTH PARTIES.

1. BINDING AGREEMENT, INSPECTION, AND ACCEPTANCE

This Agreement becomes effective upon execution by Customer or dispatch/release of the Equipment, whichever occurs first. Customer acknowledges having fully inspected the Equipment (including tires, hydraulics, hitches, safety devices, and operating controls) prior to taking custody and confirms the Equipment is clean, in good and safe operating condition, and equipped with legible safety decals and manuals. Taking possession constitutes conclusive acknowledgment that the Equipment is safe, free of defects, and fit for Customer's intended use. Any claim of pre-existing defect or damage must be documented in writing with date-stamped photographs prior to departure from Company premises or immediately upon site delivery.

2. RENT, PAYMENTS, AND MANDATORY PAYMENT CARD VERIFICATION

Customer shall pay all rental rates, delivery fees, cleaning charges, fuel surcharges, taxes, and security deposits on or before the due dates set forth in the rental invoice without demand, offset, or deduction. Unpaid amounts bear interest at the rate of 1.5% per month (18% per annum) or the maximum non-usurious rate permitted by Texas law, whichever is less.

Permitted Payment Methods & Strict Fraud Restrictions:

Customer must provide an active, valid, major credit card (Visa, MasterCard, American Express, or Discover) issued by a recognized financial institution in the exact legal name of the Customer / Authorized Signer matching their government-issued photo identification.

Express Prohibition of Fraud-Prone Payment Instruments:

Under NO circumstances will Company accept prepaid cards, reloadable debit cards, virtual single-use cards, gift cards, temporary fintech debit cards, unverified mobile payment accounts, or any card that does not support full Address Verification Service (AVS) and Card Verification Value (CVV) authentication. Presenting or attempting to use a prepaid, temporary, fictitious, or third-party card constitutes a material breach, grounds for immediate lease denial or termination, and will be treated as an attempt to commit theft of service under Texas Penal Code § 31.04.

Continuous Card Authorization:

Customer expressly authorizes Company to retain Customer's verified payment card details on file and to immediately initiate recurring charges, incremental authorization holds, or post-rental debits for: (a) extended or overtime rental hours/days; (b) refueling fees; (c) cleaning, repair, or decontamination charges; (d) toll violations, traffic fines, impound costs, and administrative fees; (e) missing tools, ramps, or attachments; (f) the applicable LDW deductible or uninsured damage; and (g) the full replacement value of unreturned, damaged, converted, or stolen Equipment, including loss of use damages. This authorization remains fully enforceable until all Equipment is safely recovered and all balances are settled in full.

3. CANCELLATION AND EARLY RETURN

Cancellations made within twenty-four (24) hours of scheduled dispatch are subject to a one-day cancellation fee. If Customer terminates a rental after dispatch or equipment possession, rental charges will be calculated at standard non-discounted daily rates, subject to a mandatory minimum one-day charge. No refunds, abatements, or credits are issued for early returns or unused rental time.

4. TITLE, RETENTION OF OWNERSHIP, AND LOCATION RESTRICTIONS

Title and ownership of the Equipment remain solely and exclusively with Company at all times. Customer acquires no proprietary or equity interest. Customer shall not pledge, mortgage, encumber, sublet, loan, or permit any lien to attach to the Equipment. The Equipment shall be operated and stored strictly at the designated site address listed on the rental reservation. Customer shall not relocate Equipment to any other job site or jurisdiction without prior written consent from Company. Unauthorized relocation constitutes immediate contractual default, forfeits all deposits and prepaid rent, and authorizes Company to immediately repossess the Equipment without judicial process.

5. USE, OPERATION, AND OPERATOR QUALIFICATION

Customer warrants and agrees that:

Permitted Use:

The Equipment may be operated for commercial contracting, subcontracting, agricultural, or personal residential property improvement. Customer assumes full responsibility for selecting equipment suitable for their job site and skill level.

Operator Competency:

Customer certifies that all persons who will operate the Equipment are at least 18 years of age, hold a valid government-issued driver's license, are not under the influence of drugs or alcohol, and possess the requisite training, physical ability, and skill to operate the Equipment safely.

Manuals and Instructions:

Customer acknowledges that operating instructions and safety manuals are affixed to or provided with the Equipment. Customer agrees to read and follow all manufacturer warnings, rollover protective structure (ROPS) instructions, seatbelt mandates, and weight limitations prior to starting the engine.

Underground Utilities (Texas 811):

Prior to any digging or excavation, Customer is solely responsible for calling 811 (Texas 811) to locate buried utilities. Customer assumes sole liability for any severed lines, pipes, cables, or landscape/driveway damage.

6. TELEMATICS AND GPS TRACKING CONSENT

Customer acknowledges that the Equipment and Trailers are equipped with active global positioning system (GPS) tracking devices, telematics units, and geofencing technology. Customer explicitly consents to Company monitoring, recording, and utilizing location, diagnostic, and operational data at all times. Tampering with, disconnecting, disabling, shielding, or removing any tracking unit constitutes immediate default and an intentional act of criminal conversion, entitling Company to immediate repossession and criminal referral.

7. DAILY MAINTENANCE, CARE, AND REPAIRS

Customer shall, at its sole cost, maintain the Equipment in good working condition. Customer shall perform daily manufacturer-recommended maintenance, including:

- Checking and maintaining engine oil, hydraulic fluids, and coolant levels.
- Greasing all pivot pins, bushings, bearings, and track/boom fittings daily.
- Clearing debris, mud, dirt, and combustible materials from undercarriages, belly pans, coolers, and engine compartments.
- Monitoring tire pressures and track tension.

Customer shall immediately halt operation and notify Company if abnormal noise, hydraulic leaks, warning lights, or operational defects arise. Customer shall not perform structural modifications, mechanical alterations, or unauthorized repairs.

8. FUEL REQUIREMENTS

Company delivers Equipment with a full tank of fuel. Customer shall return Equipment fully replenished with the appropriate clean fuel (e.g., Ultra-Low Sulfur Diesel). If Equipment is returned with less than a full tank, Customer

will be charged Company's prevailing refueling rate per gallon plus an administrative service fee.

9. INSURANCE REQUIREMENTS & TWO-TIER COMPLIANCE

Customer shall satisfy insurance obligations under either Track A or Track B below:

TRACK A (Commercial Contractors & Subcontractors with Existing Coverage):

Customer must deliver a Certificate of Insurance (COI) prior to dispatch evidencing: (i) Commercial General Liability of at least \$1,000,000 per occurrence naming M2 Land Solutions LLC as Additional Insured; (ii) Inland Marine / Rented Equipment coverage equal to the full replacement value of the Equipment naming M2 Land Solutions LLC as Loss Payee; (iii) Commercial Automobile Liability of at least \$1,000,000 combined single limit (if renting or towing trailers) naming M2 Land Solutions LLC as Additional Insured; and (iv) Workers' Compensation & Employer's Liability with limits of at least \$1,000,000 with a complete Waiver of Subrogation in favor of M2 Land Solutions LLC.

TRACK B (DIY Individuals & Uninsured Subcontractors):

If Customer does not maintain commercial equipment coverage, Customer MUST: (i) Purchase Company's Loss Damage Waiver (LDW); (ii) Provide proof of active Automobile Liability insurance satisfying Texas statutory minimums covering the towing vehicle (for trailer rentals); and (iii) Pay the required upfront Security Deposit via credit card.

10. OPTIONAL LOSS DAMAGE WAIVER ("LDW") LIMITATIONS

If offered by Company and purchased by Customer, the LDW modifies Customer's physical damage exposure for accidental, non-negligent direct physical damage to the Equipment, subject to a mandatory \$2,500 deductible payable by Customer.

STRICT LDW EXCLUSIONS: The LDW does NOT cover and shall be completely void in the event of:

- Theft, disappearance, or conversion of the Equipment or trailer.
- Overturn, rollover, or upset resulting from operation on slopes or exceeding machine capacities.
- Gross negligence, reckless operation, operator error, or willful misconduct.
- Damage resulting from overload, misuse, improper securement, or striking overhead structures.
- Undercarriage, track, or tire damage caused by operating over rock, demolition debris, curbs, or sharp objects.
- Contamination of hydraulic systems, fuel tanks, or engine oil.

LDW is NOT insurance. Purchasing the LDW does not relieve Customer of third-party general liability or auto liability obligations.

11. TRAILER-SPECIFIC PROVISIONS

For trailer rentals, Customer specifically agrees:

Towing Capacity & Brake Controller:

The towing vehicle has sufficient gross vehicle weight rating (GVWR), hitch classification (Class IV or Class V), matching ball size (2-5/16"), and towing capacity to safely haul the trailer and payload. Customer certifies their vehicle is equipped with an operational electric brake controller properly calibrated to loaded and unloaded trailer weights.

Securement & Weight Distribution:

Customer is solely responsible for properly hitching, latching couplers, crossing and securing safety chains, connecting breakaway cables, checking tire pressures, and balancing cargo weight to prevent trailer sway.

Tire Responsibility:

Blowouts, flats, cuts, and tread damage resulting from road hazards, underinflation, or overloading are the sole financial responsibility of Customer.

Included Accessories:

Ramps, toolboxes, spare tires, couplers, stability jacks, and safety chains are inventoried at delivery. Customer shall pay the full stated replacement cost for any missing or damaged accessory.

12. EXPRESS NEGLIGENCE INDEMNITY AGREEMENT (TEXAS COMPLIANT)

CUSTOMER INITIAL HERE: _____

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS M2 LAND SOLUTIONS LLC, ITS MEMBERS, MANAGERS, OFFICERS, AGENTS, EMPLOYEES, AFFILIATES, SUCCESSORS, AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, LAWSUITS, LOSSES, COSTS, DAMAGES, JUDGMENTS, PENALTIES, AND EXPENSES (INCLUDING PRE- AND POST-JUDGMENT ATTORNEY'S FEES, EXPERT WITNESS FEES, INVESTIGATION EXPENSES, AND LITIGATION COSTS) OF EVERY KIND AND CHARACTER ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM:

- (A) THE DELIVERY, POSSESSION, CONDITION, OPERATION, USE, MAINTENANCE, TRANSPORT, LOADING, UNLOADING, ACCIDENT, DEFECT, OR MALFUNCTION OF THE EQUIPMENT OR TRAILERS;
- (B) BODILY INJURY, ILLNESS, PARALYSIS, DEATH, PROPERTY DAMAGE, OR ECONOMIC LOSS SUSTAINED BY ANY PERSON (INCLUDING CUSTOMER, CUSTOMER'S EMPLOYEES, SUBCONTRACTORS, INVITED PARTIES, OR THIRD PARTIES);
- (C) CUSTOMER'S VIOLATION OF ANY SAFETY RULE, OSHA REGULATION, ROADWAY LAW, OR ENVIRONMENTAL DIRECTIVE.

EXPRESS NEGLIGENCE DOCTRINE ACKNOWLEDGMENT:

THIS INDEMNITY, DEFENSE, AND HOLD HARMLESS OBLIGATION EXPRESSLY APPLIES REGARDLESS OF CAUSE AND COVERS CLAIMS ALLEGING OR RESULTING FROM THE SOLE, JOINT, COMPARATIVE, CONCURRENT, ACTIVE, OR PASSIVE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR BREACH OF CONTRACT OF M2 LAND SOLUTIONS LLC OR ANY OTHER INDEMNIFIED PARTY, WHETHER ALLEGED OR PROVEN.

13. DISCLAIMER OF WARRANTIES AND RELEASE OF CLAIMS

CUSTOMER INITIAL HERE: _____

CUSTOMER ACKNOWLEDGES THAT M2 LAND SOLUTIONS LLC IS NEITHER A MANUFACTURER NOR A DEALER'S AUTHORIZED DISTRIBUTOR OF THE EQUIPMENT. THE EQUIPMENT AND TRAILERS ARE LEASED ON A STRICTLY "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS.

M2 LAND SOLUTIONS LLC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, CAPACITY, QUALITY, DURABILITY, OR WORKMANSHIP.

IN NO EVENT SHALL M2 LAND SOLUTIONS LLC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY, DOWNTIME, DELAY DAMAGES, MOBILIZATION EXPENSES, OR LIQUIDATED DAMAGES ON THIRD-PARTY CONTRACTS.

14. DEFAULT AND IMMEDIATE REMEDIES

An Event of Default occurs immediately upon Customer's:

- Failure to pay any rental fee, charge, deposit, or invoice when due.
- Attempted or actual use of prohibited, unverified, virtual, or prepaid payment instruments.
- Failure to return the Equipment or Trailer on or before the agreed scheduled return time.
- Relocation of Equipment outside the authorized site without prior written consent.
- Disabling, disconnecting, or tampering with telematics or tracking devices.

- Insolvent condition, bankruptcy filing, or assignment for the benefit of creditors.
- Breach of any operational, safety, or insurance requirement under this Agreement.

Remedies:

Upon any Event of Default, all rental fees accelerate and become immediately due. Company may terminate this Agreement immediately without prior written notice, declare Customer in breach, lock remote ignition systems, and enter any premises where the Equipment is located to peacefully repossess the Equipment, using reasonable self-help, without judicial process or liability for trespass. Customer shall pay all repossession costs, legal fees, hauling fees, and collection expenses incurred by Company.

15. STATUTORY CRIMINAL THEFT WARNING (TEXAS PENAL CODE § 31.04)

CUSTOMER INITIAL HERE: _____

WARNING: TEXAS LAW IMPOSES SEVERE CRIMINAL PENALTIES FOR FAILING TO RETURN RENTED EQUIPMENT. UNDER TEXAS PENAL CODE § 31.04 (THEFT OF SERVICE), A PERSON COMMITS A THEFT CRIME IF, HAVING CONTROL OVER PERSONAL PROPERTY UNDER A WRITTEN RENTAL AGREEMENT, THE PERSON INTENTIONALLY OR KNOWINGLY HOLDS THE PROPERTY BEYOND THE EXPIRATION OF THE RENTAL PERIOD WITHOUT THE EFFECTIVE CONSENT OF THE OWNER, AND FAILS TO RETURN THE PROPERTY WITHIN 10 DAYS AFTER RECEIVING NOTICE DEMANDING RETURN.

FAILURE TO RETURN HEAVY MACHINERY OR TRAILERS VALUED IN EXCESS OF \$2,500 CONSTITUTES A FELONY PUNISHABLE BY IMPRISONMENT IN THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE AND SUBSTANTIAL FINES.

16. DISPUTE RESOLUTION, VENUE, AND SMALL CLAIMS CARVEOUT

Any controversy or claim arising out of or relating to this Agreement exceeding the jurisdictional limits of Texas Justice Courts shall be settled by binding arbitration administered by the American Arbitration Association (AAA) in San Antonio, Bexar County, Texas. The arbitrator's award shall be final and binding, and judgment may be entered in any court having jurisdiction.

CARVEOUT FOR COLLECTIONS & SUMMARY ACTIONS:

Notwithstanding the arbitration requirement above, Company expressly retains the right to file an action in the Justice of the Peace Court of Bexar County, Texas, for collection of unpaid balances, equipment damage, missing parts, or unreturned tools totaling within the statutory limits of the court (\$20,000), or to seek immediate emergency writs of sequestration, injunctive relief, or criminal theft reporting under Texas Penal Code § 31.04.

WAIVER OF JURY TRIAL:

ALL PARTIES VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LAWSUIT, OR PROCEEDING ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT.

17. MISCELLANEOUS

This Agreement constitutes the entire and integrated understanding between Company and Customer regarding the equipment rental, superseding all prior oral or written discussions. No modification shall be binding unless executed in writing by an authorized representative of M2 Land Solutions LLC. If any provision of this Agreement is held invalid or unenforceable, such determination shall not affect the enforceability of any other provision, which shall remain in full force. Customer shall not assign or delegate this Agreement or any rights hereunder without the prior written consent of Company.

EXECUTION AND ACKNOWLEDGMENT

By signing below, Customer certifies that Customer has carefully read, understands, and agrees to every provision of this Master Agreement, including the Mandatory Payment Card Restrictions (Section 2), the Express Negligence

Indemnity (Section 12), the Warranty Disclaimers (Section 13), and the Statutory Criminal Theft Warning (Section 15). Customer authorizes Company to execute payment vouchers and credit card debits in accordance with this Agreement.

CUSTOMER / RENTER:

Company/Entity Name (if applicable): _____

Signer / Individual Name: _____

Title (if commercial): _____

Driver's License / State ID Number & State: _____

Physical Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Email: _____

Signature: _____ Date: _____

OWNER / LESSOR: M2 Land Solutions LLC

Authorized Signature: _____ Date: _____