

# RENTAL AGREEMENT

Customer ("Renter") Name			
Address			
Phone		Email	
Driver's License Info if applicable (to be photo'd)			
Towing Vehicle Year/Make/Model (to be photo'd)			
Towing Vehicle Tag Info State/Number (to be photo'd)			
Towing Vehicle Insurance Info (to be photo'd)			
Credit Card Number	Expiration	Zip Code	Security Code
Rental Out Date/Time		Rental Due Date/Time	

This rental agreement ("Agreement") is made effective as of the date Rogers Rental Solutions LLC (the "Company"), an Alabama Limited Liability Company, and Renter signs this document. The parties agree as follows:

1. Pursuant to the terms and conditions set forth herein, Company shall provide Equipment (i.e. dump trailer, generator, tools, etc.) for use by Renter.
2. Renter may use the Trailer for moving, transporting, or relocating purposes only. The transportation or storage of any goods or things which may be deemed to be illegal under any federal or state law is strictly prohibited.
3. The Rental Period shall be the date and timeframe as noted above. Renter acknowledges and understands if equipment is not returned at or before the expiration of the Rental Period, Renter will be charged at a daily rental rate each time additional day the equipment has not been returned.
4. Renter will be responsible for making full payment of remaining rental balance based on current Rental Period and any additional services associated with the rental before equipment is released to Renter. Any additional fees such as damage to trailer, additional rental days, etc. will be charged back to Renter. Renter consents to and authorizes Rogers Rentals to process all amounts due to the credit card noted above.
5. Additional Terms and Conditions apply and are detailed on the attached pages.

COMPANY:

RENTER:

Rogers Rental Solutions LLC  
Jeremy Rogers, Owner

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# RENTAL AGREEMENT TERMS AND CONDITIONS

1 GENERAL. This Agreement is between Rogers Rental Solutions LLC ("Rogers Rentals") and the customer identified on the front page of this Agreement ("Renter"). Rogers Rentals will provide Renter the tools, large equipment (including, dump trucks), vehicles (collectively, "Equipment") described on the front page of this Agreement and in accordance with the terms set forth in this Agreement. Rogers Rentals will provide the Equipment "as is" and in good working condition during the rental period (the "Rental Period") and according to the initial rental subtotal price identified on the front page of this Agreement ("Rental Price"). Renter agrees to return the Equipment prior to the expiration of the Rental Period, or to pay the additional rental fees described in Section 10. To the extent Renter has entered into a Master Rental Agreement ("MRA") with Rogers Rentals and the terms of the MRA and this Agreement conflict, then the terms of the MRA will govern.

2 PAYMENT. Renter is responsible for all charges due in full at the commencement of the Rental Period or upon Rogers Rentals' request, using a payment card approved by Rogers Rentals ("Renter Card"), including deposits ("Deposits"). Renter consents to the reservation of credit for estimated charges due, and authorizes Rogers Rentals to process all amounts due, on Renter Card (including vehicle rental, traffic law violations and parking citations, and any applicable administrative charge). In the event Renter cancels delivery of large equipment within 12 hours of the scheduled delivery time, a cancellation fee will be charged to the credit card on file. All charges are subject to audit, and either party will promptly pay to or credit the other party for any necessary adjustments or corrections to charges as a result of the audit. Renter must notify Rogers Rentals in writing of any disputed amounts, including credit card charges, within twenty-five (25) days after the receipt of Rogers Rentals rental contract/invoice, or Renter will be deemed to have irrevocably waived its right to dispute such amounts. Renter will also pay all direct costs of collection, including attorney fees, and interest at the highest rate permitted by law on any past-due amounts.

3 PERMITTED USE/RESTRICTIONS/MAINTENANCE. Renter agrees that Rogers Rentals has no control over the manner in which the Equipment is operated during the Rental Period. Renter warrants that: (a) Renter will inspect the Equipment to confirm that it is in good condition, without defects and is suitable for Renter's intended use; (b) Renter has received all information requested regarding the operation of the Equipment; (c) Rogers Rentals is not responsible for providing operator or other training; (d) Renter will: (I) use the Equipment for its customary purpose, in compliance with all operating and safety instructions, (II) immediately discontinue use of the Equipment if it becomes unsafe or in a state of disrepair, and (III) not use the Equipment in a negligent, unauthorized, or abusive manner; (e) The Equipment will be kept in a secure location; (f) Renter will maintain possession of the Equipment and will not sublease, sell the Equipment, or assign this Agreement; (g) Renter will keep the Equipment free and clear of all liens, charges and encumbrances; (h) Renter will use the Equipment in compliance with all applicable laws and regulations; (i) Renter will not alter or cover up any decal or insignia on the Equipment or remove any operational or safety instructions; (j) Renter will not aid in the vandalism or theft of the Equipment; (k) Renter will not rent the Equipment upon the basis of false or misleading information; (l) Renter will not operate the Equipment while intoxicated or under the influence of any substance that impairs Renter's ability to operate the Equipment; and (m) Renter will not remove, operate, or utilize the Equipment outside of the United States, Canada or Guam.

I. For Tool and Large Equipment Rentals Only. Renter is required to do the following: Renter will maintain proper fuel, oil or lubrication levels in the tool and large equipment; and Renter further agrees to perform routine inspections on the Equipment, including inspections on leaks, cooling systems, water batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications.

II. For Vehicle Rentals Only. The rented vehicle includes tires, loading ramps, if applicable, a trailer, customary vehicle accessories, and documents ("Vehicle"). For the purposes of this Agreement, "Authorized Driver" means, the following people to the extent they are at least 21 years old, have a valid driver's license for the class of Vehicle being rented, and have Renter's express permission to operate the Vehicle: (i) Renter, (ii) Renter's spouse; and (iii) additional drivers named on the front page of this Agreement. (a) Use Restrictions. The following restrictions apply to the use of the Vehicle: The Vehicle will not be operated by anyone who is not an Authorized Driver; All occupants in the Vehicle must comply with seat-belt and child-restraint laws; The number of passengers in the Vehicle will not exceed the number of seat-belts and child-restraints; Renter will only operate the Vehicle on regularly maintained roadways; Renter will ensure that keys are not left in the Vehicle and will close and lock all doors and windows upon exiting the Vehicle; Renter will not (i) transport people or property for hire; (ii) tow anything (with the exception of an attached trailer if rented pursuant to this Agreement); (iii) carry or transport hazardous or explosive substances; (iv) engage in a speed contest; or (v) load the Vehicle or transport weight exceeding the Vehicle's maximum capacity; Renter will not engage in reckless misconduct which causes the Vehicle damages or causes personal injury or property damage; and Renter will not use the Vehicle for the commission of a felony or for the transportation of illegal drugs or contraband. (b) Fuel. Renter will return the Vehicle with the same level of fuel that the Vehicle contained when rented ("Original Fuel Level"). Vehicles returned with less than the Original Fuel Level are subject to a fuel replacement charge. (c) Repossession of Vehicle. The Vehicle may be repossessed, without notice and at Renter's expense, if the Vehicle (i) is not returned to Rogers Rentals at the expiration of the Rental Period; (ii) is illegally parked; (iii) is used in violation of law or this Agreement; (iv) is sold or transferred in violation of this Agreement; or (v) appears to be abandoned. (d) Property Placed, Transported or Left in Vehicle or at Rogers Rentals. Renter is solely responsible for all loss of and damage to any property placed, transported or left in the Vehicle, or at a Rogers Rentals facility. Renter will pay all costs associated with the disposal of any such property. (e) Parking Citations. Renter will pay all fines for parking citations issued during the Rental Period. In the event Rogers Rentals is required to respond to authorities concerning any citations, then Renter will be charged an administrative fee of \$20. Rogers Rentals may provide information about this Agreement to those authorities. (f) Toll Fees. Unless Renter has accepted the flat rate, (i) Renter will pay all toll fees accrued during the Rental Period; and (ii) in the event Rogers Rentals is required to pay toll charges, then Renter will be charged an administrative fee of \$20 plus the cost of the toll fee(s) after the Rental Period has concluded. Renter agrees that additional charges may occur up to 12 months after the rental period has concluded. Flat rates may not be offered in all areas, states, or stores.

III. Equipment Return. (a) On or before on the date and at the time specified in the Agreement, Renter will return the Equipment to Rogers Rentals location where the Equipment was rented in the same condition as when rented. Moreover, if the Equipment is not returned as specified in this Section 3, a cleaning charge, a drop charge or a rate change may apply (in addition to any remedies set forth in Section 8 below). If the Equipment is not returned at the expiration of the Rental Period or if Rogers Rentals determines that the Equipment is no longer in Renter's possession, Renter will

be deemed unlawfully in possession of the Equipment, and Rogers Rentals may, among other remedies, seek the issuance of a warrant for the arrest of Renter or any other person in possession of the Equipment. (b) Additional Failure to Return Provisions:

IV. Telematics. The Equipment may be equipped with a telematics device that enables Rogers Rentals or its fleet management provider to monitor the use and location of the Equipment. The telematics device is used to collect the Equipment's location (determined by GPS systems), fuel consumption, mileage, and systems status information. Rogers Rentals may use the information for various purposes, including, but not limited to: (i) locating lost or stolen Equipment; (ii) analyzing and improving Rogers Rentals' rental program; (iii) enforcing the terms of this Agreement; or (iv) providing Renter with support, assistance, or services. Rogers Rentals may share information collected with companies performing services for Rogers Rentals, and as deemed necessary by Rogers Rentals, (A) to comply with legal process or a request from a governmental entity, and (B) to protect Rogers Rentals' rights and property.

V. Investigations. All Renters will promptly complete incident reports, deliver to Rogers Rentals a copy of all related documents, and fully cooperate with Rogers Rentals' investigation of any vandalism, theft, accident, claim or lawsuit involving the Equipment. This obligation to cooperate does not create a duty of defense by Rogers Rentals.

4 EQUIPMENT DAMAGE / REPAIRS / PROTECTION. I. For Tool and Large Equipment Rentals Only; Excluding Dump Trucks. (a) Equipment Damage. Regardless of fault, Renter is responsible for all loss of and damage to tools and large equipment (including loss or damage due to normal use and damage caused by theft, abuse, misuse, neglect, or intentional acts). Renter is responsible for Rogers Rentals' loss of use and an administrative charge for expenses associated with processing the loss and damage claim (collectively, "Administrative Charges"). (b) Tool Damage Protection. Tool damage protection is an optional service offered by Rogers Rentals that, if selected, modifies this Agreement to relieve Renter of repair charges, replacement charges or Administrative Charges if the Equipment is damaged during normal use during the Rental Period ("Tool Damage Protection"). Renter must accept or decline the Tool Damage Protection. In the event Renter elects Tool Damage Protection services: (i) the charge for Tool Damage Protection is 15% of the Rental Price and will appear as a separate line-item on the Agreement and on the invoice; and (ii) Tool Damage Protection does not cover loss of or damage to tools and large equipment caused by anything other than normal use, including damage caused by theft, abuse, misuse, neglect, or intentional acts. Renter expressly acknowledges and agrees that Renter will be responsible for all loss or damage caused by anything other than normal use of tools and large equipment. Tool Damage Protection is not insurance and Rogers Rentals may make a profit on its Tool Damage Protection. (c) Repairs. In the event Renter does not elect to purchase Tool Damage Protection, Renter agrees that an estimated "Repair Cost" will be charged for tools and large equipment that is returned with damage due to abuse, misuse, neglect, or intentional acts. The Repair Cost will not exceed the fair market value of the Equipment and applicable fees. Renter acknowledges and agrees to pay the Repair Cost and authorizes Rogers Rentals to charge the Repair Cost to the Renter Card. All maintenance or repairs must be performed by Rogers Rentals. II. For Vehicle Rentals Only. (a) Vehicle Damage. Regardless of fault, Renter is responsible for all loss of and damage to the Vehicle (including loss or damage to the spare tire, jack, trailer (when applicable), and loading ramps), plus actual towing, storage, impound and other related expenses. Renter is responsible for Rogers Rentals' loss of use and Administrative Charges. (b) Repairs. Renter will not

repair or replace any part of the Vehicle or otherwise alter the Vehicle without the prior written consent of Rogers Rentals. In the event consent is not obtained, Renter will pay for all unauthorized repairs, replacement parts, and the cost of restoring any unauthorized alterations. (c) Vehicle Damage Protection. Vehicle damage protection is an optional service offered by Rogers Rentals during the Rental Period for an additional charge ("Vehicle Damage Protection"). Renter must accept or decline Vehicle Damage Protection. In the event Renter elects Vehicle Damage Protection services: (i) the charge for Vehicle Damage Protection is 15% of the Rental Price and will appear as a separate line-item on the Agreement and on the invoice; and (ii) this optional service modifies this Agreement to relieve Renter of liability for Covered Damages. Vehicle Damage Protection is not insurance and Rogers Rentals may make a profit on its Vehicle Damage Protection program. (d) For purposes of this Agreement, the term "Covered Damages" will mean any non-collision related physical damage to a Vehicle up to the first \$500 per incident. The Covered Damages will be subject to the exclusions set forth in Section 4(II)(d). Renter will remain responsible for all costs and fees after the first \$500 per incident, regardless of whether caused by Renter, another Authorized Driver, a third party, an act of God, or any other cause. Notwithstanding anything to the contrary herein, Renter will be fully responsible for the actual cash value of a Vehicle due to a theft of the Vehicle, unless: (i) Renter or Authorized Driver has possession of the ignition keys, (ii) an Authorized Driver files an official report of the theft with the applicable law enforcement agency within twenty-four (24) hours of learning of the theft, and (iii) Renter and any Authorized Drivers cooperate with Rogers Rentals and law enforcement in providing all relevant information concerning the theft. (e) Exclusions. Vehicle Damage Protection will not cover: (i) loss arising out of an accident which involving the Vehicle that occurs while Renter or Authorized Driver is under the influence of alcohol or drugs; (ii) loss arising out of the operation of Vehicle by any driver other than an Authorized Driver; (iii) property damage to property transported or in the care, custody, or control of Renter or Authorized Driver; (iv) liability arising out of the use of Vehicle, which was obtained based on false, misleading, or fraudulent information; (v) loss arising out of the use of Vehicle when such use is otherwise in violation of the terms and conditions of this Agreement (including the terms and conditions of any MRA); and (vi) loss or damage caused by abuse, misuse, or intentional acts.

5 LIMITATIONS OF LIABILITY. I. For Tool and Large Equipment Rentals Only. DURING THE RENTAL PERIOD, RENTER ASSUMES ALL RISKS ASSOCIATED WITH AND FULL RESPONSIBILITY FOR THE POSSESSION, CUSTODY AND OPERATION OF THE TOOLS AND LARGE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, RENTAL CHARGES, RENTER TRANSPORT, LOADING AND UNLOADING, PROPERTY DAMAGES AND DESTRUCTION, LOSSES, PERSONAL INJURY, AND DEATH. RENTER EXPRESSLY ASSUMES ALL RISK OF DAMAGE TO THE TOOLS AND LARGE EQUIPMENT UNLESS RENTER PURCHASED TOOL DAMAGE PROTECTION, WHICH ALLEVIATES CERTAIN COSTS AND RESPONSIBILITIES, AS PROVIDED IN SECTION 4. FAILURE TO RETURN THE TOOLS AND LARGE EQUIPMENT COULD LEAD TO RENTER BEING PROSECUTED FOR A CRIME. II. For Vehicle Rentals Only. (a) EXCEPT AS EXPRESSLY STATED IN SECTION 4(II)(c) AND TO THE EXTENT RENTER PURCHASED VEHICLE DAMAGE PROTECTION, RENTER IS RESPONSIBLE FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO OTHERS RESULTING FROM USE OR OPERATION OF THE VEHICLE.

6 NO WARRANTIES. Rogers Rentals does not design or manufacture the Equipment and is not the agent of the manufacturer or any other supplier of the Equipment. ROGERS RENTALS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE

EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter acknowledges acceptance of the Equipment “as is” and on a “where is” basis, with “all faults” and without any recourse whatsoever against Rogers Rentals.

7 INDEMNIFICATION. (a) EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, RENTER HEREBY INDEMNIFIES, RELEASES, AND HOLDS ROGERS RENTALS HARMLESS FROM AND AGAINST ALL CLAIMS LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES), LIABILITIES AND DAMAGES (INCLUDING PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) ARISING OUT OF: (I) ALL CLAIMS WHICH ARE EXCLUDED FROM OR IN EXCESS OF THE LIABILITY PROTECTION PROVIDED BY ROGERS RENTALS; (II) ALL CLAIMS BY OR AGAINST ROGERS RENTALS ARISING OUT OF RENTER’S OPERATION OF THE EQUIPMENT; AND (III) ALL CLAIMS BY OR AGAINST ROGERS RENTALS ARISING OUT OF RENTER’S FAILURE TO COMPLY WITH ALL TERMS OF THIS AGREEMENT. RENTER’S INDEMNITY OBLIGATION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, RENTER AGREES THAT THIS CLAUSE WILL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT THAT RENTER’S STATE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY. (b) NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT TO THE CONTRARY, ROGERS RENTALS WILL NOT BE LIABLE TO RENTER, AND RENTER WAIVES ANY CLAIM AGAINST ROGERS RENTALS FOR LOST USE, LOST PROFIT, LOST REVENUE, LOST SAVINGS, LOST REPUTATION, LOSS OF PRODUCTIVITY, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATED TO THE RENTAL, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT.

8 DEFAULT AND REMEDIES. (a) Failure to Extend Rental Period: To extend the Rental Period, Renter must obtain Rogers Rentals’ written approval prior to the expiration of such Rental Period. Should Renter fail to return the Equipment prior to the expiration of the Rental Period or fail to return the Equipment in as good order and condition as when received, Renter will be in default of this Agreement. In addition to remedies set forth in Section 3 (III), if the Equipment is not returned prior to expiration of the Rental Period, Renter will be charged an additional rental fee (“Additional Rental Fees”) until the first to occur of the following: (i) the Equipment is returned; (ii) Rogers Rentals has received funds in the amount of the value of the Equipment based upon the condition of the Equipment at the beginning of the Rental Period (“Present Value”); or (iii) the 30th day after the Rental Period expires. (b) Breach of Terms and Conditions. In the event that Rogers Rentals determines Renter has violated any term or condition of this Agreement, Rogers Rentals may take all action necessary to secure either: (i) the return of the Equipment; or (ii) funds equal to the Present Value. In the event Rogers Rentals must take actions pursuant to this Section 8(b) or Section 3(III), Renter will reimburse Rogers Rentals for all costs incurred including, without limitation, reasonable attorney’s fees. Renter expressly agrees and hereby authorizes Rogers Rentals to charge to the Renter Card, all amounts shown on the front page of this Agreement, and all charges subsequently incurred by Renter under or related to this Agreement, including but not limited to: (A) extension of the Rental Period; (B) any charges incurred in connection with the recovery of the Equipment; (C) any charges incurred for failure to return the Equipment, INCLUDING, WITHOUT LIMITATION, ADDITIONAL RENTAL FEES OR EQUIPMENT REPLACEMENT FEES (less any paid Additional Rental Fees). To the extent required by applicable payment card

network rules, Rogers Rentals will obtain Renter's additional authorization to charge Renter Card, if applicable, for any insurance costs related to Equipment loss, theft, or damage during the Rental Period. (c) Payments. Renter can withdraw authorization to pay the Additional Rental Fees on a weekly recurring payment at any time and make alternative arrangements to pay the Additional Rental Fees. Rogers Rentals is authorized to obtain updated card account information from the card issuer. Renter agrees that a service charge of 1.5% per month, or the maximum rate permitted by law, will be assessed on all delinquent accounts, until paid in full. Deposits will be returned only after all amounts payable to Rogers Rentals are paid in full. Renter is prohibited to use any Rogers Rentals credit line to pay for delinquent or past due accounts and any future rentals will be postponed until Renter's account is paid in full. If Renter's payment towards the account is returned, denied, or otherwise unable to be processed, the balance due may be sent to a 3'd party collection agency on the 31st day after the expiration of the Rental Period. (d) No Notice. RENTER HEREBY AGREES THAT RENTER IS NOT ENTITLED TO NOTICE OF DEFAULT OR NOTICE OF ANY ACTION OF ENFORCEMENT BY ROGERS RENTALS OTHER THAN WHAT IS EXPRESSLY PROVIDED FOR UNDER THIS AGREEMENT. Should Rogers Rentals fail to meet any of its obligations under this Agreement, Renter's only remedy is repair or replacement of the Equipment or a rental charge adjustment at Rogers Rentals' sole discretion.

9 NOTICES. Rogers Rentals may elect to send any notices to Renter by any means determined by Rogers Rentals. If Renter has provided Rogers Rentals with an email address, Rogers Rentals may send notices to Renter by email and such email notice by Rogers Rentals will be valid notices for purposes of this Agreement.

10 RENTER'S INDEPENDENT STATUS. The relationship between the parties under the Agreement is that of independent contractors. Renter is not the agent or authorized representative of Rogers Rentals for any purpose.

11 GOVERNING LAW. This Agreement will be construed in accordance with the laws of the State of Alabama.

12 SEVERABILITY. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If any court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would be valid and enforceable, then such provision will be deemed to be written, construed, and enforce as so limited.

13 ENTIRE AGREEMENT. This Agreement represents the entire agreement between Rogers Rentals and Renter. This Agreement may not be amended or modified except in writing signed by both parties. This Agreement supersedes any prior written or oral agreements between the parties.