

ADDITIONAL TERMS AND CONDITIONS

1. **TERMS.** Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract. All of the terms herein are incorporated into this and all future contracts between Rooke Rentals, Inc and Customer upon Customer's receipt of Rooke Rental LLC's Equipment under those contracts. Any reference in Customer's purchase order or other Customer document shall be void. "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. "Equipment" is the equipment and/or services identified on the front side hereof, together with all replacements, repairs, additions, attachments and accessories thereto and all future Equipment rented. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period and is identified on the front side hereof. "Store" is the Rooke Rentals store location identified on the front side hereof. Customer rents the Equipment from Rooke Rentals pursuant to this Contract. Customer shall pay Rooke Rentals the rental rates (including any minimum rental on the front side hereof) and other charges described herein when due, return the Equipment to Rooke Rentals as required herein and otherwise comply with this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Rooke Rentals and (b) shall not be affixed to any other property.

2. **PERMITTED USE.** Customer agrees that Rooke Rentals 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 (a) prior to each use, Customer has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any agent present at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Rooke Rentals to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Rooke Rentals if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from Rooke Rentals all information needed or requested regarding the operation of the Equipment; (e) Rooke Rentals is not responsible for providing operator or other training unless Customer specifically requests in writing and Rooke Rentals agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment's use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

3. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Rooke Rental's written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic) nor allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

4. **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, leaks, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by Rooke Rentals, but Rooke Rentals has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Rooke Rentals determines that repairs to the Equipment are required, other than Ordinary Wear and Tear, Customer shall pay the full cost of repairs and rental of the Equipment until the repairs are completed. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for one shift use. Rooke Rentals has the right to enter and inspect the Equipment wherever located. Customer has the authority to and hereby grants Rooke Rentals the right to enter the physical location of the Equipment for the purposes set forth herein. Rooke Rentals shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Rooke Rental's breach of this Contract. Notwithstanding Rooke Rental's service commitment, Rooke Rentals shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent has inspected such Equipment and agreed to pay for such costs.

5. **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION OF AND FULL RESPONSIBILITY FOR THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORT, LOADING AND UNLOADING. "Incident" is any fire, citation, theft, accident, casualty, loss, injury, death or damage to person or property, claimed by any person, or entity that appears to have occurred in connection with the Equipment. After an Incident, Customer shall (a) immediately notify Rooke Rentals, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Rooke Rental and its agents investigate; (c) immediately submit to Rooke Rental copies of all police or other third party reports; and**

(d) as applicable, pay Rooke Rentals, in addition to other sums due herein the rental rate for Equipment until the repairs are completed or Equipment replaced plus (i) the manufacturer's suggested list price on the date of the loss ("MSLP") of the lost or destroyed Equipment ("lost" being when Equipment's location is unknown, or Customer is unable to recover for a period of 30 days); or (ii) the full cost of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Rooke Rentals shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

6. **NO WARRANTIES. MRI does not design or manufacture the Equipment and is not the agent of the party(ies) that do. ROOKE RENTALS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST ROOKE RENTALS. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES ROOKE RENTALS FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF ROOKE RENTAL'S OBLIGATIONS HEREIN.**

7. **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS MRI HARMLESS AND AT ROOKE RENTAL'S REQUEST, DEFENDS ROOKE RENTAL (WITH COUNSEL APPROVED BY ROOKE RENTAL), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY TO, OR DEATH OF, ANY PERSON OR CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH (i) THE USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (ii) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. ALL OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT THIS CLAUSE SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.**

8. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage:

(a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 7; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof, unless RPP is elected and paid for; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Rooke Rentals as an additional insured (including an additional insured endorsement) and loss payee, and provide for Rooke Rentals to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes bomb damage or overturns is a breach. Customer shall provide Rooke Rentals with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Rooke Rental's request. To the extent ROOKE RENTAL'S carries any insurance, Rooke Rental's insurance will be considered excess insurance. **THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CUSTOMER OF ITS RESPONSIBILITIES, INDEMNIFICATION OR OTHER OBLIGATIONS PROVIDED HEREIN, OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.**

9. **RENTAL PROTECTION PLAN ("RPP").** Customer's repair or replacement responsibility in Sections 4 and 5 is modified by the RPP and Rooke Rental shall limit the amount Rooke Rental collects from Customer for the Equipment loss, damage or destruction to the following amounts: (a) 10% of the MSLP for Equipment stolen, up to a maximum of \$500 per Equipment; (b) 10% of the cost of repairs for incidental or accidental damage to Equipment, up to a maximum of \$500 per Equipment; (c) costs in excess of \$50 for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Rooke Rental or, for lost or stolen Equipment; provided however, the foregoing RPP coverage only applies if the Conditions are satisfied and an Exclusion does not apply. **THE RPP IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO ROOKE RENTAL OR OTHERS ARISING OUT OF POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY.**

i. **RPP Conditions.** All of the following "Conditions" must be satisfied for the RPP to apply: (A) Customer accepts the RPP in advance of the rental; (B) Customer pays 15% of the gross rental charges as the fee for the RPP; (C) Customer fully complies with

the terms of this Contract; (D) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (E) none of the Exclusions apply.

ii. **RPP Exclusions.** Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT cover loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by loss or theft of Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to Acts of God, such as floods, wind, storms or earthquakes; and (D) accessories, which are not being charged the RPP fee. **THE EXCLUSIONS ARE RISKS ASSUMED BY CUSTOMER AND ARE NOT COVERED BY THE RPP.**

iii. **Recovery of Equipment.** Notwithstanding anything to the contrary in this Contract, if lost or stolen Equipment is recovered at a later date, Rooke Rental retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered.

iv. **Subrogation.** Rooke Rental shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Rooke Rental all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Rooke Rental whatever documents are required and take all other necessary steps to secure in Rooke Rental such rights.

10. **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified on the front side hereof (rental rates beyond the estimated Rental Period may change); and (b) for the Equipment's use for "one shift", being not more than 8 hours per day and 40 hours per week unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Customer is responsible for (i) all rental rates, fees, licenses, taxes and governmental charges based on Customer's use of the Equipment, including additional fees for more than "one shift" use; (ii) delivery and pickup costs to and from the Store; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) fees for lost keys; (vi) fuel used during the Rental Period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed (designed to cover Rooke Rental's direct and indirect costs of refueling the Equipment)); (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Fee (described below). The convenience charge for off road diesel fuel does not include state motor fuel taxes.

11. **PAYMENT.** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Rooke Rental approves Customer's executed credit application (credit customers must pay, upon receipt of Rooke Rental's invoice). Customer must notify Rooke Rental in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Rooke Rental's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Deposits are only required to be returned after all amounts are paid in full.

12. **RETURN OF EQUIPMENT. "Rental Period"** commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store during normal business hours provided Customer has otherwise complied with this Contract. Rooke Rental may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Rooke Rental in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. The Rental Period and this Contract shall not terminate and rental charges shall continue to accrue until Rooke Rental confirms that the Equipment is returned in the condition required herein. If Rooke Rental delivered the Equipment to Customer, Customer shall notify Rooke Rental that the Equipment is ready to be picked up at the Site Address and obtain a "pick-up" number from Rooke Rental evidencing such call ("Pick Up Number"), which Pick Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss of or damage to the Equipment until Rooke Rental confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges from the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. If Saturday and Sunday pickups are approved and scheduled by Rooke Rental, they are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified on the front side hereof, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

13. **DEFAULT.** Customer shall be in default if Customer: (a) fails to pay sums when due; (b) breaches any provision of this Contract; (c) becomes a debtor in a bankruptcy proceeding, or goes into receivership; (d) places the Equipment at risk if Rooke Rental, in good faith, deems itself insecure; (e) fails to return Equipment immediately upon Rooke Rental's demand; or (f) is in default under any other contract with Rooke Rental. If a Customer default occurs, Rooke Rental shall have, in addition to all rights and remedies at law or in equity, the right to possess the Equipment without judicial process or prior notice. Customer shall pay all of Rooke Rental's costs, including reasonable costs of collection, court costs and attorney's fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. Rooke Rental shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST ROOKE RENTALS, LLC FOR SUCH REPOSSESSION.**

14. **ENVIRONMENTAL FEE.** To promote a clean and sustainable environment, Rooke Rental takes various measures to comply with federal and state environmental regulations, as well as with Rooke Rental's own company policies. Rooke Rental also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include waste disposal, construction maintenance of cleaning facilities, acquisition of more fuel efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, Rooke Rental charges an environmental fee in connection with certain rentals. The fee is not a tax or governmentally mandated charge. It is not designated for any particular use or placed in an escrow account. Rather, it is a fee that Rooke Rental collects as revenue and uses at its discretion.

15. **LIMITATION OF ROOKE RENTAL'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF THE EQUIPMENT, CUSTOMER AGREES THAT ROOKE RENTALS' LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM ROOKE RENTAL'S OR ANY THIRD PARTY'S COMPARATIVE, CURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

16. **JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

17. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Customer agrees that removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) notify ROOKE RENTAL prior to taking such action, (b) execute an amendment to this Contract, which amendment is incorporated herein, and (c) obtain Rooke Rental's consent. Although prohibited under this Contract, if Customer exports or re-exports the Equipment, Customer agrees that the Equipment is subject to such action, but may not comply with U.S. export control laws and regulations, including but not limited to the Export Administration Regulations. Customer further agrees that it is responsible for: (i) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment,

(ii) obtaining any required documentation necessary for return of the Equipment, and (iii) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to the Bureau of Industry and Security, U.S. Department of Commerce www.bis.doc.gov for information.

18. **MISCELLANEOUS.** If this Contract identifies any Equipment that is to be purchased by Customer, Rooke Rental sells and delivers such Equipment to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Rooke Rental of the full purchase price of the Equipment, Rooke Rental retains title to the Equipment until Customer has paid in full. This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. The parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of Connecticut, without regard to any conflicts of law principles; and (b), if any provision of this Contract is prohibited by any law, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provisions. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons who have rights in the Equipment. Headings are for convenience only. A photo or fax copy of this Contract shall be valid as the original. Any failure by Rooke Rental to insist upon strict performance of any provision of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (i) they both have full authority to execute, deliver and perform this Contract; and (ii) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.

Manage your account online with our **Customer Portal**

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