



WASTE SOLUTIONS USA EQUIPMENT RENTAL AGREEMENT

This **EQUIPMENT RENTAL AGREEMENT** ("Agreement") made as of the date Skid Steer Loader with Attachments (herein referred to as "Equipment", "Standard Equipment" or "Standard Equipment and Root Rake with Grapple Attachment") is requested and is by and between **WASTE SOLUTIONS USA, LLC**, a Texas limited liability company (herein referred to as "**WASTE SOLUTIONS USA**") and You, either individually or as authorized agent and/or Contractor, as set forth as disclosed to **WASTE SOLUTIONS USA**, upon request of Equipment (sometimes referred herein as "You" and/or "**Customer**"). Any individual agreeing to this Agreement represents and warrants that he/she is of legal age and has the authority and power to sign this Agreement on behalf of **Customer**.

Customer has requested that **WASTE SOLUTIONS USA** provide rental of Equipment with specified attachment(s) to the below address ("Site"). **Customer** understands that **WASTE SOLUTIONS USA** will use reasonable and customary precautions at delivery and removal of the Equipment at Site. If Equipment is to be obtained at Yard via **Customer**, **Customer** hereby assumes all responsibility for any damage that may result from the Yard to the Site and back to the Yard, including but not limited to any driveway, sidewalk, yard or other improvements thereon during delivery and removal of the Equipment. **Customer** assumes all responsibility, liability and obligations and shall hold harmless and indemnify **WASTE SOLUTIONS USA**, for all fines, charges, liabilities, expenses, fees of environmental professionals and reasonable attorney's fees in connection with this **Agreement** including any action that may arise while the Equipment is in possession of **Customer** and/or located at Site.

Contractor:

If You have ordered Equipment as a "Contractor", **Customer** has requested that **WASTE SOLUTIONS USA** deliver Equipment at the drop-off address made in such request ("Site"). **Customer** hereby acknowledges, represents and warrants that **Customer** has permission from the Property Owner of the Site ("Property Owner") to enter into this **Agreement** and have the Equipment placed on and at Site. **Customer** and Property Owner hereby assume all responsibility for any damage that may result to the Site, including but not limited to any driveway, sidewalk, yard or other improvements thereon during delivery and removal of the Equipment. **Customer** and Property Owner assume all responsibility, liability and obligations and shall hold harmless and indemnify **WASTE SOLUTIONS USA**, for all fines, charges, liabilities, expenses, fees of environmental professionals, and reasonable attorney's fees in connection with this **Agreement** including any action that may arise while the Equipment is located at Site.

General Terms and Conditions:

WASTE SOLUTIONS USA Equipment is defined as a CAT 236B3, tires, open cab with an all-purpose bucket attachment (herein referred to as "Standard Equipment") for DAILY, WEEKLY and HOURLY rental. Additional Equipment, defined as a root rake with grapple attachment (herein referred to as "Standard Equipment and Root Rake with Grapple Attachment"), is also available for DAILY, WEEKLY and HOURLY rental, upon request. **CUSTOMER** shall pay rental for the entire Rental Period on each article of Equipment named in the List of Equipment, at the rates set forth herein.

The quoted rate for DAILY rental of Standard Equipment only, (no **WASTE SOLUTIONS USA** Operator provided) is defined as a twenty-four (24) hour period with eight (8) machine hours maximum use. Equipment's machine hour meter will be documented upon Delivery and Pickup. **Customer** agrees to pay a total of Six Hundred and no/100 Dollars (\$600.00) for DAILY rental of Standard Equipment. If **Customer** requests, in addition, the root rake with grapple attachment, **Customer** agrees to pay a total of Six Hundred Fifty and no/100 Dollars (\$650.00) for DAILY rental of Standard Equipment and Root Rake with Grapple Attachment. Delivery and pickup fees are included, providing Delivery from **WASTE SOLUTIONS USA** Yard ("Yard") is thirty (30) miles or less. If over thirty (30) miles, **Customer** agrees to also pay Five and no/100 Dollars (\$5.00) for each additional mile for Delivery and for Pickup; i.e., both ways. Delivery mileage will be documented upon leaving Yard and subsequently upon arrival at Site.

Additional mileage cost will be charged back to **Customer**. The twenty-four (24) hour timeframe starts upon Transport of Equipment to Site. For each additional machine hour, **Customer** agrees to be charged back at a rate of Fifty and no/100 Dollars (\$50.00) per each additional machine hour. If Equipment is not picked up at the expiration of the twenty-four (24) hour timeframe, there is no additional charge to **Customer**; however, Loader and attachment(s) will be picked up within a commercially reasonable period of time. **Customer** agrees to a DRY RUN fee charged back to **Customer**, in an amount of Two Hundred and no/100 Dollars (\$200.00), in the event Equipment has left the Yard and/or Equipment is in route to **Customer** and/or Equipment arrives on Site, and **Customer** rescinds/cancels request for any reason whatsoever. Equipment will be delivered will full tank of diesel. **Customer** responsible to either re-fill tank with diesel prior to removal/return, or **Customer** hereby acknowledges and agrees to be charged back a total of One Hundred and no/100 Dollars (\$100.00).

The quoted rate for DAILY rental of Standard Equipment only (no **WASTE SOLUTIONS USA** Operator provided) minus Delivery and Pickup; i.e., whereby **Customer** agrees to pick-up and return Equipment, having a defined twenty-four (24) hour timeframe period with eight (8) machine hours maximum use, **Customer** agrees to pay a total of Three Hundred and no/100 Dollars (\$300.00) for DAILY rental of Standard Equipment. If **Customer** requests, in addition, the root rake with grapple attachment, **Customer** agrees to pay a total of Three Hundred Fifty and no/100 Dollars (\$350.00) for DAILY rental of Standard Equipment and Root Rake with Grapple Attachment. The twenty-four (24) hour timeframe starts upon **Customer's** acquisition of Equipment at Yard. If **Customer** is unable to complete the actual return of Equipment within the defined twenty-four (24) hour timeframe, a **Customer** APPRECIATION period of three (3) hours will be afforded to the **Customer** at no additional charge. If after the **Customer** APPRECIATION period of three (3) hours has lapsed, **Customer** acknowledges and agrees to be charged for one (1) additional day; i.e., Three Hundred and no/100 Dollars (\$300.00), affording an additional twenty-four (24) hour timeframe with eight (8) additional machine hours maximum use of standard Equipment; or, Three Hundred Fifty and no/100 Dollars (\$350.00) of Standard Equipment and Root Rake with Grapple Attachment. If **Customer** remains unable to return Equipment, for whatever reason, **Customer** acknowledges and agrees to be charged Three Hundred and no/100 Dollars (\$300.00) for **WASTE SOLUTIONS USA** to pick-up the Equipment. For each additional machine hour, **Customer** agrees to be charged back at a rate of Fifty and no/100 Dollars (\$50.00) per each additional machine hour. Equipment will be delivered will full tank of diesel. **Customer** responsible to either re-fill tank with diesel prior to removal/return, or **Customer** hereby acknowledges and agrees to be charged back a total of One Hundred and no/100 Dollars (\$100.00).

The quoted rate for WEEKLY rental of Standard Equipment only (no **WASTE SOLUTIONS USA** Operator provided) is defined as five (5) twenty-four (24) hour days with forty (40) machine hours maximum use. Equipment's machine hour meter will be documented upon Delivery and Pickup. **Customer** agrees to pay a total of Two Thousand and no/100 Dollars (\$2,000.00) for WEEKLY rental of Standard Equipment. If **Customer** requests, in addition, the root rake with grapple attachment, **Customer** agrees to pay a total of Two Thousand Two Hundred and no/100 Dollars (\$2,200.00) for WEEKLY rental of Standard Equipment and Root Rake with Grapple Attachment. Delivery and pickup fees are included, providing Delivery from **WASTE SOLUTIONS USA** Yard ("Yard") is thirty (30) miles or less. If over thirty (30) miles, **Customer** agrees to also pay Five and no/100 Dollars (\$5.00) for each additional mile for Delivery and for Pickup; i.e., both ways. Delivery mileage will be documented upon leaving Yard and subsequently upon arrival at Site. Additional mileage cost will be charged back to **Customer**. The twenty-four (24) hour timeframe starts upon Transport of the Equipment to Site. For each additional machine hour, **Customer** agrees to be charged back at a rate of Fifty and no/100 Dollars (\$50.00) per each additional machine hour. If Equipment is not picked up at the expiration of the five (5) full days, there is no additional charge to **Customer**; however, Loader and attachment(s) will be picked up within a commercially reasonable period of time. Equipment will be delivered will full tank of diesel. **Customer** responsible to either re-fill tank with diesel prior to removal/return, or **Customer** hereby acknowledges and agrees to be charged back a total of One Hundred and no/100 Dollars (\$100.00).

The quoted rate for WEEKLY rental of Standard Equipment only (no **WASTE SOLUTIONS USA** Operator provided) minus Delivery and Pickup; i.e., whereby **Customer** agrees to pick-up and return Equipment, having a defined five (5) full days with forty (40) machine hours maximum use, **Customer** agrees to pay a total of One Thousand Seven Hundred and no/100 Dollars (\$1,700.00) for WEEKLY rental of Standard Equipment. If **Customer** requests, in addition, the root rake with grapple attachment, **Customer** agrees to pay a total of One Thousand Nine Hundred and no/100 Dollars (\$1,900.00) for WEEKLY rental of Standard Equipment and Root Rake with Grapple Attachment. The five (5) full days timeframe starts upon **Customer's** acquisition of Equipment at Yard. If **Customer** is unable to complete the actual return of Equipment within the defined five (5) full days timeframe, a **Customer** APPRECIATION period of three (3) hours will be afforded to the **Customer** at no additional charge. If after the **Customer** APPRECIATION period of three (3) hours has lapsed, **Customer** acknowledges and agrees to be charged for one (1) additional day; i.e., Three Hundred and no/100 Dollars (\$300.00), affording an additional twenty-four (24) hour timeframe with eight (8) additional machine hours maximum use, of Standard Equipment; or, Three Hundred Fifty and no/100 Dollars (\$350.00) of Standard Equipment and Root Rake with Grapple Attachment. If **Customer** remains unable to return Equipment, for whatever reason, **Customer** acknowledges and agrees to be charged Three Hundred and no/100 Dollars (\$300.00) for **WASTE SOLUTIONS USA**, to pick-up the Equipment. For each additional machine hour, **Customer** agrees to be charged back at a rate

of Fifty and no/100 Dollars (\$50.00) per each additional machine hour. Equipment will be delivered will full tank of diesel. **Customer** responsible to either re-fill tank with diesel prior to removal/return, or **Customer** hereby acknowledges and agrees to be charged back a total of One Hundred and no/100 Dollars (\$100.00).

The quoted rate for HOURLY rental of Standard Equipment WITH **WASTE SOLUTIONS USA OPERATOR PROVIDED** is defined as a four (4) machine hour minimum period and hourly increments thereafter. Equipment's machine hour meter will be documented upon arrival and removal. **Customer** agrees to pay a total of One Hundred and no/100 Dollars (\$100.00) per hour, four (4) hour minimum charged; i.e., a minimum of Four Hundred and no/100 Dollars (\$400.00) for HOURLY rental of Standard Equipment and **WASTE SOLUTIONS USA Operator**. If **Customer** requests, in addition, the root rake with grapple attachment, **Customer** agrees to pay an additional Fifty and no/100 Dollars (\$50.00) for additional use of Standard Equipment and Root Rake with Grapple Attachment. Delivery and pickup fees are included, providing Delivery from **WASTE SOLUTIONS USA Yard** ("Yard") is thirty (30) miles or less. If over thirty (30) miles, **Customer** agrees to also pay Five and no/100 Dollars (\$5.00) for each additional mile for Delivery and for Pickup; i.e., both ways. Delivery mileage will be documented upon leaving Yard and subsequently upon arrival at Site. Additional mileage cost will be charged back to **Customer**. For each additional machine hour, beyond the four (4) machine hour minimum, **Customer** agrees to be charged back at a rate of One Hundred and no/100 Dollars (\$100.00) per each additional machine hour. If, upon arrival to site and/or **WASTE SOLUTIONS USA Operator** is ready to commence work at site, **Customer** requests any delay, a sixty (60) minute GRACE PERIOD will be afforded. Beyond sixty (60) minute-delay, a DRY RUN fee, in an amount of One Hundred and no/100 Dollars (\$100.00), may be charged and rescheduling of the HOURLY rental will occur.

Customer hereby acknowledges review, understanding and agreement to the following:

Terms and Conditions:

The Rental period shall cover all time consumed in transporting the Equipment, including the date of delivery and the date of return. This Rental shall begin on the below date and shall terminate on return of Equipment in fully working condition to **WASTE SOLUTIONS USA**. If the Equipment requires repair, to return it to a fully working state, the Equipment will continue to be rented by current **Customer** until Equipment has been returned to a fully working state.

Prior to the delivery of the Equipment, **Customer** shall provide **WASTE SOLUTIONS USA** with written evidence of physical damage insurance satisfactory to **WASTE SOLUTIONS USA**, covering the Equipment from loss relating to fire, collision, theft and/or damages while in the possession and/or control **Customer** and naming **WASTE SOLUTIONS USA**, as a loss payee to said policy of insurance. All physical damage policies shall provide that payment thereon shall be made to **WASTE SOLUTIONS USA** and **Customer** as their interests may appear. **Customer** acknowledges that rent will continue to be charged and will not be abated until repairs are made and the Equipment can be put back into service. In addition, **Customer** agrees to protect and provide **WASTE SOLUTIONS USA**, with written evidence of general liability insurance for coverage to the limits of the State laws in which the Equipment is being used. All liability policies shall name **WASTE SOLUTIONS USA**, as an additional insured. All liability and physical damage insurance policies shall provide that such insurance may not be cancelled or altered, so as to affect the interest of **WASTE SOLUTIONS USA**, without at least thirty (30) days prior written notice to **WASTE SOLUTIONS USA**. If the **Customer** cannot satisfy with proof of insurance, **Customer** agrees to pay in full for the Equipment rented, at its current below market value.

Customer acknowledges that **Customer** will inspect the Equipment prior to taking possession thereof, and **Customer** will only accept delivery of the Equipment if **Customer** determines that the Equipment is in good working order and repair and suitable for **Customer's** needs. **Customer** acknowledges that **Customer** is familiar with the proper operation and safe use of each item of Equipment. **Customer** agrees to inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to any towing vehicle. **Customer** acknowledges **WASTE SOLUTIONS USA** is not responsible for any damage to any towing vehicle.

Customer acknowledges that **WASTE SOLUTIONS USA** has no responsibility to inspect the Equipment while it is in **Customer's** possession. **WASTE SOLUTIONS USA** reserves the right to inspect the Equipment at any time during the rental period. If upon such inspection, **WASTE SOLUTIONS USA** determines that the Equipment is not properly being maintained, **WASTE SOLUTIONS USA** may remove the Equipment from rental or perform the necessary maintenance. The **Customer** agrees to pay **WASTE SOLUTIONS USA** any and all cost or expense incurred as a result of the removal of the Equipment from rental and/or the performance of necessary maintenance. All parts, additions and accessions shall become part of the Equipment and property of **WASTE SOLUTIONS USA**.

WASTE SOLUTIONS USA shall not be liability to **Customer** for any loss, delay, expenses or damages of any kind resulting from delays in delivery, defects, or inefficiency of the Equipment or accidental breakage, including incidental damages. **Customer**

waives and releases **WASTE SOLUTIONS USA** from all claims for injuries or damages to **Customer** arising out of the use of Equipment by **Customer**, its agents, employees and representatives. **Customer** further agrees to indemnify and save harmless **WASTE SOLUTIONS USA** against all loss, damage, expense and penalty arising from any action on account of any injury to person or Equipment occasioned by the operation, handling or transportation of the Equipment during the rental period or while the Equipment is in the possession and/or control of the **Customer**.

Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, **Customer** shall immediately cease using the Equipment and immediately notify **WASTE SOLUTIONS USA**. If such condition is the result of normal operation, **WASTE SOLUTIONS USA** will repair the Equipment. **WASTE SOLUTIONS USA** has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. **Customer's** sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. **Customer** must return the Equipment to **WASTE SOLUTIONS USA** Yard within twenty-four (24) hours from the time of defect, in order to terminate rental charges.

At the expiration of the Rental Period, Equipment will either be picked up by **WASTE SOLUTIONS USA** or returned via **Customer** to **WASTE SOLUTIONS USA** Yard, during regular business hours. The Equipment is to be in the same condition as when delivered to **Customer**, subject to "reasonable wear and tear", as defined as only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift basis. The following shall not be deemed reasonable wear and tear: (i) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (ii) except where **WASTE SOLUTIONS USA** expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (iii) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (iv) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (v) wear resulting from use in excess of shifts for which rented; (vi) and any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

Customer shall be liable for all damages to or loss of the Equipment from the time the Equipment leaves the Yard until the Equipment is (i) returned to the Yard, including any damage during transit to or from **Customer**; (ii) or picked up by **WASTE SOLUTIONS USA**. In the case of the loss or destruction of any Equipment, or inability or failure to return same to **WASTE SOLUTIONS USA** for any reason whatsoever, **Customer** will pay **WASTE SOLUTIONS USA** the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, **Customer** shall pay **WASTE SOLUTIONS USA** the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. **WASTE SOLUTIONS USA** shall be under no obligation to commence repair work until **Customer** has paid to **WASTE SOLUTIONS USA** the estimated cost therefor. **Customer** agrees that **WASTE SOLUTIONS USA** reserves the right to charge **Customer's** Credit Card for any amount owed by **Customer** pursuant to this section due to damaged or lost Equipment. If the Equipment is damaged while in **Customer's** possession, **Customer** will be responsible for the cost of repair, up to the current value of the Equipment. Repair or replacement of tires and tubes is the sole responsibility of the **Customer** and is not included in the rental rate. **WASTE SOLUTIONS USA** will not waive a claim for loss or damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment or resulting from intentional abuse of the Equipment. If the Equipment is lost, stolen or damaged beyond reasonable repair, while in **Customer's** possession, **Customer** must reimburse **WASTE SOLUTIONS USA** for the full replacement value of each item. The **Customer** may be required to further compensate **WASTE SOLUTIONS USA**, in rental charges, for any time lost as a result of replacement or repair of any equipment damaged or not returned. **Customer** agrees that the current value of the Standard Equipment is Twenty-Three Thousand and no/100 Dollars (\$23,000.00) and Root Rake with Grapple Attachment is One Thousand Five Hundred and no/100 Dollars (\$1,500.00).

WASTE SOLUTIONS USA disclaims all warranties, express or implied, including without limitation any warranty of fitness for a particular purpose. Under no circumstances shall **WASTE SOLUTIONS USA** be liable for lost profits or special, indirect, incidental, punitive or consequential damages.

Customer agrees to maintain Loader in the same condition as when delivered to it by **WASTE SOLUTIONS USA**, and to pay any claims and damages from the use or handling of the Loader whether from injuries to the person or property, and to pay for all damages to the Loader, during the life of the contract, and to return Loader in as good condition as when less normal wear and tear, and to return Loader in a cleaned condition which includes removal of dirt and debris, to the Yard of **WASTE SOLUTIONS USA**. In the event, the Loader is returned with excessive dirt, debris or rubbish, customer agrees to pay **WASTE SOLUTIONS USA** a minimum cleaning fee of One Hundred and no/100 Dollars (\$100.00). **Customer** shall immediately report any damage or failure of the equipment to **WASTE SOLUTIONS USA**. Loader will not be subject to careless and needless rough usage, and **Customer** shall at his/her own expense maintain the Equipment in good repair and operating condition. **Customer** agrees to pay a KEY REPLACEMENT fee of Fifteen and no/100 Dollars (\$15.00), if issued key(s) is not returned with the Equipment. **Customer** agrees, at **Customer's** sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations

(including O.S.H.A. and the Internal Revenue Code) which may apply to the use of the Equipment. **Customer** agrees to: (i) check filters, oil, fluid levels and tire air pressure; (ii) clean and visually inspect the Equipment daily; (iii) and immediately notify **WASTE SOLUTIONS USA** when Equipment needs repair or maintenance and cease using the Equipment.

Onsite preventative maintenance will occur for rentals over a forty (40) machine hour period, by a representative of **WASTE SOLUTIONS USA**.

Customer warrants that it is familiar with the safe operations and use of the Loader rented. **Customer** agrees not to compromise the integrity of any safety systems of the Loader. **Customer** shall not modify the Loader in any way. Loader shall be used only within its rated capacity by safe, careful and competent personnel. **Customer** shall comply with all municipal, county, state and federal laws, ordinances and regulations.

This Agreement and the Equipment leased for rental shall not be assigned or sublet by **Customer** without written consent of **WASTE SOLUTIONS USA**, nor shall it be transferred or conveyed in any way without the advanced written consent of **WASTE SOLUTIONS USA**, which consents may be withheld for any reason. **Customer** will not use or allow anyone to use the Equipment: (i) for an illegal purpose or in an illegal manner; (ii) without a license, if required under any applicable law, (iii) or who is not qualified to operate it. **Customer** shall keep the Equipment free of all taxes, liens and encumbrances. **Customer** may not remove equipment from the Continental United States.

WASTE SOLUTIONS USA shall have the right to immediately repossess the Equipment, without any liability to **Customer**, in the event of: (i) permanent closure of the Store Location; (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government; (iii) or as otherwise set forth in this Rental Agreement.

The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

Customer acknowledges that Equipment may contain a global positioning system (GPS) device that records certain activities and functions of the Equipment while on rent by the **Customer**. **WASTE SOLUTIONS USA** retains all rights to the data collected by this GPS device and may use such information at its sole discretion. **Customer** is prohibited from disabling the GPS device in any way. If disabled by **Customer**, this Agreement is immediately terminated, and the **Customer** must return the Equipment to **WASTE SOLUTIONS USA**.

If **Customer** shall default in paying any rent due **WASTE SOLUTIONS USA**, as required, or if any execution of other writ or process shall be issued in any action or proceeding against **Customer**, whereby the Equipment may be seized or taken or detained, or if a proceeding in bankruptcy, receivership, or insolvency shall be instituted by or against **Customer** or his/her property, or if **Customer** shall enter into any arrangement or composition with his/her creditors, or if **Customer** should breach any other term, covenant or condition of this Agreement, then and in any such event **WASTE SOLUTIONS USA** shall have the right to retake immediate possession of the Equipment and for such purpose **WASTE SOLUTIONS USA** may enter upon any premises where the Equipment may be, with or without notice of **WASTE SOLUTIONS USA** intent to retake the Equipment, and without being liable to any suit or action or proceeding by the **Customer**. All remedies hereunder are cumulative, and not exclusive of any other remedy.

Customer agrees to notify **WASTE SOLUTIONS USA**, in writing, if the Equipment is or may be exposed to hazardous, corrosive, or otherwise harmful chemicals, materials, or substances, including, but not limited to saltwater or lime (herein referred to as "Hazardous Materials"). **Customer** is responsible for any and all damage to the Equipment caused by or resulting from exposure to Hazardous Materials. If, in its sole discretion, **WASTE SOLUTIONS USA** determines the Equipment was exposed to and/or damaged by Hazardous Materials, **Customer** agrees to pay **WASTE SOLUTIONS USA**, at its election, (i) the insurance value of the Equipment or (ii) the cost to fully repair, restore and/or decontaminate the Equipment, as determined by **WASTE SOLUTIONS USA**. In any event, rental charges will continue to accrue until customer discharges its obligations under this paragraph.

The Title to the Equipment furnished on this order remains solely vested in **WASTE SOLUTIONS USA**. This Rental Agreement is not a contract of sale, and title to the Equipment shall at all times remain with **WASTE SOLUTIONS USA**. Unless covered by a specific supplemental agreement signed by **WASTE SOLUTIONS USA**, **Customer** has no option or right to purchase the Equipment. **Customer** shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

WASTE SOLUTIONS USA shall not be liable for property damage done to the Site or property not owned by **Customer** or **Customer's** customer, if said **Customer** is a Contractor. **WASTE SOLUTIONS USA** will not deliver the Equipment if cannot

perform service on property, **Customer's** property, or public property, in our sole discretion. **Customer** must have a property damage liability waiver form signed by the Property Owner, prior to any attempt to place Equipment across property lines.

In the event that any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this **Agreement** shall be construed as not containing such provision and the invalidity of such provision shall not affect other provisions which are otherwise lawful and valid and shall remain in full force and effect.

This **Agreement** shall not be modified or amended except in writing and signed by **Customer** and **WASTE SOLUTIONS USA**. This **Agreement** and its terms and conditions are the binding authority between you, the **Customer**, and **WASTE SOLUTIONS USA**, for Equipment. The validity, interpretation, enforcement and effect of this **Agreement** shall be governed by and construed in accordance with the Laws of the State of Texas. **Customer** hereby irrevocably consents to the Jurisdiction of the Courts located in Harris County, Texas, for any suit brought or action commenced in connection with this **Agreement**. **Customer** represents that entering into this **Agreement** constitutes sufficient minimal contact with Harris County and the State of Texas, for the purpose of conferring jurisdiction upon the federal and state courts presiding in such county and state. Nothing herein shall limit the jurisdiction of any other court, but **Customer** agrees not to contest or challenge venue of any such courts located in Harris County, Texas. **Customer** agrees to pay **WASTE SOLUTIONS USA**, all charges, expenses, reasonable attorney's fees and costs actually incurred by **WASTE SOLUTIONS USA**, in connection with **WASTE SOLUTIONS USA**, enforcement of this **Agreement**, including charges, expenses, reasonable attorney's fees actually incurred, and costs of litigation in any appellate or bankruptcy proceedings.

By signing this **Agreement** below, you, the **Customer**, hereby agree and are bound by these terms and conditions.

Today's Date: _____ Today's Time: _____

Date/Time of Delivery/Customer Pickup: _____

Date/Time of Removal/Return by Customer: _____

Customer Name: _____

Customer Phone Number(s): _____

Customer Email: _____

Address/Site: _____

Total Miles to Site (30 miles or less, FREE; Over 30 \$5/additional mile): _____

Specific Instructions: _____

List of Equipment Rented: ☐ CAT 236B3 with All-Purpose Bucket Attachment

☐ Root Rake with Grapple Attachment

Rental:

☐ **DAILY** Standard Equipment **DELIVERED**: \$600.00

☐ **DAILY** Standard Equipment & Root Rake w/Grapple Attachment **DELIVERED** \$650.00

☐ **DAILY** Standard Equipment **PICKED UP**: \$300.00

☐ **DAILY** Standard Equipment & Root Rake w/ Grapple Attachment **PICKED UP**: \$350.00

☐ **WEEKLY** Standard Equipment **DELIVERED**: \$2,000.00

☐ **WEEKLY** Standard Equipment & Root Rake w/ Grapple Attachment **DELIVERED** \$2,200.00

☐ **WEEKLY** Standard Equipment **PICKED UP**: \$1,700.00

☐ **WEEKLY** Standard Equipment & Root Rake w/ Grapple Attachment **PICKED UP**: \$1,900.00

☐ **HOURLY** with Operator: \$100.00/hour, 4 hours minimum (\$400.00) +__ Additional Hours

Customer Signature: _____