

SUPERIOR PLANT RENTALS, LLC RENTAL TERMS AND CONDITIONS

1. **RENTAL:** The undersigned (hereinafter referred to as the “Renter”) hereby agrees to rent from Superior Plant Rentals, LLC (SPR) the equipment described on the order form, or on any attached schedule (hereinafter, with all replacements, additions, and accessories referred to as the “Equipment”) subject to all the policies, terms, and conditions of Superior Plant Rentals, LLC listed below.
2. **USE:** Renter warrants that it is familiar with the Equipment and experienced in its safe operation. Renter shall use the rented Equipment in a careful and proper manner and shall comply with all federal, state, and local laws, ordinances, and regulations pertaining to possession, use, or maintenance of the rented Equipment. Renter represents that the person(s) who will operate the Equipment is (are) experienced and knowledgeable of the processes, procedures, and techniques necessary to perform (for what type of Equipment is rented) portable machining, hydraulic bolting, weld testing, and localized pipe isolation in accordance with the Equipment provided from Superior Plant Rentals, LLC in a safe and workmanlike manner.
3. **MAINTENANCE AND REPAIR:** Renter shall maintain the Equipment in good operating condition and appearance and protect the same from damage or abuse other than normal wear and tear; shall comply with all laws, ordinances, regulation, requirements, and rules with respect to the use and operation of the Equipment; and shall not make any modification, alteration, marking or addition to the Equipment.
4. **WARRANTY/LIMITATION OF LIABILITY:** Renter has selected the Equipment based upon the Renter’s own judgment and expressly disclaims any reliance upon any statements or representations made by Superior Plant Rentals, LLC. If the Equipment does not perform to the manufacturer’s written specification, the Renter must notify SPR within 24 hours of receipt of the Equipment to receive a credit toward, or refund of, any rental payment made on the specific pieces of Equipment not performing for the period the Equipment is not performing to specification. The above shall be the Renter’s sole and exclusive remedy for any action or inaction by SPR hereunder regardless of the form of action. Superior Plant Rentals, LLC makes no warranties, expressed or implied, and therefore shall not be liable for any direct, indirect, special, incidental, or consequential damages of any character as a result of its obligations arising hereunder, or for any interruption of service or loss of use thereof, or for any loss of profits or loss of business, whether suffered by the Renter or any third party. SPR shall not be liable for any damages to Renter’s personal property or place of business caused by the normal use and or removal of the Equipment.
5. **TITLE:** Superior Plant Rentals, LLC shall at all times retain title to the Equipment, unless evidenced by a separate sales agreement signed by Superior Plant Rentals, LLC.
6. **PAYMENT OF RENT:** Invoices are based on schedule rates. All rentals are subject to a credit approval and sales tax. The rates are subject to change without notice. **Renter agrees to pay invoices within 30 days of the date of invoice.**
7. **TOOLING:** All tooling will be shipped in a sharp, ready to use condition. Standard tool bits are available on a rental usage basis, at a usage price for each bit delivered. Tool bits returned broken or not in re-sharpenable condition will be billed at full purchase price. Non-standard or special tool bits are available only on a purchase basis.
8. **FREIGHT:** Renter is responsible for all shipping charges from SPR’s premises to Renter’s own destination and for return to SPR’s premises. Shipments made prepaid will incur an additional 25% handling charge. Equipment may be shipped freight collect or charged to Renter’s shipping account if SPR is given the information at the time of rental.

9. RISK OF LOSS: Renter shall bear the entire risk of loss or theft of the Equipment. Any loss or theft shall not entitle the Renter to any credit toward or refund of any portion of the rent. In the event of such loss or theft, the Renter shall pay SPR the then current manufacturer's list price for the Equipment, plus an additional rental charge of six (6) weeks will apply due to loss, theft, and/or replacement.
10. RISK OF DAMAGE: Renter shall bear the entire risk of damage or destruction to the Equipment ~~from every cause~~ whatsoever during the entire term of the Rental Agreement and thereafter, or until the Equipment is returned. In the event of damage or destruction to the Equipment, the Renter, at its own expense, shall at SPR's sole option, either repair the Equipment or, if damaged beyond repair, pay SPR the then current manufacturer's list price for the Equipment, plus an additional rental charge of six (6) weeks will apply due to loss, theft, and/or replacement.
11. Any damage to the Equipment shall not relieve the Renter from any obligation under the Rental Agreement, including but not limited to payment obligation.
12. INSURANCE REQUIREMENTS: The Renter is required to carry Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, Workers Compensation Insurance with minimum limits of \$500,000 Each Accident, and shall name Superior Plant Rentals, LLC as an additional insured with respects to the General Liability Insurance. It is further required that coverage for rented and/or leased equipment is reflected on the certificate of insurance with limits greater than or equal to the value of the equipment being rented. ***AN INSURANCE CERTIFICATE REFLECTING THESE COVERAGES IS REQUIRED AND SHOULD BE ATTACHED TO THE RENTAL TERMS AND CONDITIONS AGREEMENT UPON EXECUTION.***

_____ (Please Initial)

13. INDEMNITY: Renter shall and does hereby agree to indemnify and save Superior Plant Rentals, LLC, its agents, successors, and assigns harmless from any and all liability, damages, or loss, including reasonable attorney's fees, arising out of the ownership, selection, possession, rental, operation, uses, condition (including but not limited to latent or other defects), maintenance, and return of the Equipment. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Rental Agreement.
14. DEFAULT REMEDIES: If (a) the Renter fails to pay any rental or any other payment hereunder when due; or (b) the Renter fails to perform any term, covenant, or condition of this Rental Agreement, or a petition is filed by or against the Renter under the Bankruptcy Code or any amendment thereto, or under other insolvency law providing for the relief of debtors, then to the extent permitted by applicable law, Superior Plant Rentals, LLC may, at its option, at any time (i) enter any place where the Equipment may be located and take possession of and remove the Equipment and all rights of the Renter to the Equipment so removed shall terminate absolutely, and/or (ii) demand and recover from Renter all rents and other charges then due and owing thereafter until Equipment is recovered by SPR. Renter shall also be liable to and shall pay to SPR all expenses incurred by SPR in connection with the enforcement of any of SPR's remedies, including all expenses of repossession and repairing the Equipment and SPR's reasonable attorneys' fees.

All remedies of Superior Plant Rentals, LLC hereunder and cumulative are in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of Superior Plant Rentals, LLC to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Rental Agreement. In the event the Rental Agreement is determined to be a security agreement, Superior Plant Rental, LLC's recovery shall in no event exceed the maximum permitted by law.

- 15. **ARBITRATION:** Should any dispute arise concerning the interpretation or enforcement of the agreement or related to the Equipment, the breach thereof shall be settled by arbitration administered in Houston, Texas, by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties also agree that the AAA Optional Rules of Emergency Measures of Protection shall apply to the proceedings.
- 16. **OTHER CONDITIONS:** Rental rates do not include operators, taxes, or insurance premiums. Additional charges may apply due to severe machine applications.
- 17. **ENTIRE AGREEMENT/CHANGES:** This Rental Agreement contains the entire agreement between the parties and may not be altered, amended, modified, terminated, or otherwise changed except in writing signed by an executive officer of Superior Plant Rentals, LLC and representative of the Renter.
- 18. **MISCELLANEOUS:** This Rental Agreement shall be binding and shall be governed by the laws of the State of Texas provided; however, in the event this Rental Agreement or any provision hereof is not enforceable under the laws of the State of Texas, then the laws of the State where the Equipment is located shall govern. Each party waives, insofar as permitted by law, trial by jury in any action between the parties.
- 19. Superior Plant Rentals, LLC and the Renter intend this Rental Agreement to be a valid and subsisting legal instrument and agree that if any provision of this Rental Agreement is deemed unenforceable, it shall in no way invalidate any other provision of this Rental Agreement, all of which shall remain in full force and effect. This Rental Agreement shall be binding upon the parties, their successors, legal representatives, and assigns. Service of all notices under this Rental Agreement shall be sufficient if given personally or mailed to the party involved at the respective address, electronic or physical, shown on the rental order.

Renter Name: _____

Renter Phone: _____

Authorized Agent: _____

