



SAM'S SITE RENTALS — RENTAL TERMS AND CONDITIONS

Revision 2.0 | Effective September 1, 2026 | Supersedes all prior versions

These Terms and Conditions ("Terms") govern every rental of Equipment from Sam's Site Rentals, a California corporation (CA Secretary of State Entity No. 5626594), 97 Sterling Lane, Morgan Hill, CA 95037 ("SSR"). They are incorporated into each Rental Agreement, quote, reservation, delivery ticket and invoice issued by SSR, including those issued through SSR's online rental platform. Read them carefully. Sections 6, 7, 9, 11, 12, 13 and 18 limit SSR's liability and allocate risk to Customer.

1) DEFINITIONS

"Aerial Equipment" means scissor lifts, boom lifts, articulating lifts, personnel lifts, vertical mast lifts and any other mobile elevating work platform (MEWP). **"Authorized Individuals"** means persons Customer directly or indirectly allows to use the Equipment, who must be trained and qualified as required by Section 5, at least 18 years old, and not impaired by drugs, alcohol or any other substance. **"Customer"** means the person or entity identified on the Rental Agreement and includes its representatives, agents, officers, employees, subcontractors and anyone signing on its behalf. **"Equipment"** means all items identified on the Rental Agreement, including attachments, accessories, keys, chargers, fuel, batteries, panels, bases, clamps, screens, and all components delivered with the item. **"Fence Materials"** means temporary fence panels, bases/stands, clamps, sandbags, ballast, privacy or wind screen, gates, wheels and related hardware. **"Incident"** means any fine, citation, theft, accident, casualty, loss, vandalism, injury, death, spill, or damage to person or property that appears to have occurred in connection with the Equipment. **"Lost"** means the Equipment is stolen, its location is unknown, or Customer cannot recover it within 30 days. **"Modular Units"** means storage containers, office/storage combination units (including SITEHUB units), and similar ground-set units. **"Off-Rent Number"** means the confirmation number SSR issues when Customer notifies SSR that Equipment is ready for pickup. **"One Shift"** means not more than 8 hours per day, 40 hours per week and 160 hours per 4-week period; double shift is billed at 150% and triple shift at 200% of the applicable rate on Equipment with hour meters. **"Ordinary Wear and Tear"** means normal deterioration considered reasonable in the equipment rental industry for One Shift use, excluding damage from misuse, overload, abuse, neglect, accident, weather exposure beyond normal operating conditions, or failure to perform Customer maintenance. **"Power Equipment"** means generators, light towers and related electrical distribution equipment. **"Rental Agreement"** means SSR's quote, order confirmation, contract, delivery ticket or invoice identifying the Customer, Site Address, Equipment, quantities, rates and estimated Rental Period. **"Rental Period"** begins when the Equipment leaves SSR's yard for delivery or is picked up by Customer, and continues until SSR issues an Off-Rent Number and physically recovers the Equipment, or Customer returns it to SSR's yard during normal business hours, in the condition required by these Terms. **"Replacement Cost"** means SSR's cost to replace the Equipment with equipment of like kind, quality, age and condition, including freight, tax and set-up, plus SSR's administrative expense. **"Site Address"** means the location shown on the Rental Agreement where Customer represents the Equipment will remain during the Rental Period. **"SSR Entities"** means SSR, its affiliated companies, owners, officers, employees, agents, insurers and lenders.

2) AGREEMENT; ACCEPTANCE; ORDER OF PRECEDENCE

Customer's signature on a Rental Agreement, electronic acceptance through SSR's online platform, issuance of a purchase order, or taking possession of the Equipment (whichever occurs first) constitutes acceptance of these Terms for that rental and for all past and future rentals between SSR and Customer. Each rental is a true lease. The Equipment is and remains the personal property of SSR, shall not be affixed to real property, and shall not be pledged, encumbered, sublet, or assigned by Customer. SSR may file a UCC financing statement or other notice to evidence its ownership. If these Terms conflict with a Rental Agreement, the more specific term controls. Pre-printed or form terms on any Customer purchase order, vendor portal, or other Customer document are rejected and void, unless SSR and Customer have executed a separate written agreement expressly stated to govern over these Terms, in which case that agreement controls only to the extent of the conflict.

3) EQUIPMENT RENTED WITHOUT OPERATOR; CUSTOMER SITE RESPONSIBILITIES

3.1 No operator or labor. SSR rents Equipment on a bare (non-operated) basis. SSR does not furnish operators, riggers, spotters, flaggers, electricians, or installation labor unless separately stated in writing on the Rental Agreement. SSR has no control over, and no responsibility for, the manner in which the Equipment is operated, positioned, loaded, connected, or used.

3.2 Site conditions. Customer is solely responsible for the Site Address, including: (a) providing a firm, level, compacted surface capable of supporting the Equipment's weight and ground-bearing pressure, free of holes, drop-offs, debris, soft ground, slopes, and unmarked utilities, vaults, or covers; (b) identifying and protecting overhead power lines and maintaining all clearances required by law; (c) traffic control, barricades, pedestrian protection, and permits; (d) securing the Equipment against theft,

vandalism, and unauthorized use, including after hours; and (e) verifying that placement complies with all laws, codes, permits, HOA/landlord rules, and fire access requirements.

3.3 Public agency and school sites. Where the Site Address is a K-12 school, public works project, or other public facility, Customer is responsible for all site-specific requirements, including background clearances, fingerprinting, badging, escort requirements, DSA/inspector coordination, and any approval required for placement of Modular Units or Fence Materials. SSR delivery personnel will not enter areas where such requirements apply unless Customer has arranged compliance in advance.

4) DELIVERY, PICKUP, LOADING AND UNLOADING

4.1 Delivery point. SSR delivers to and picks up from the nearest safe, accessible, paved or firm point at the Site Address reachable by SSR's truck and trailer. Placement beyond that point, spotting, positioning, and any on-site relocation is Customer's responsibility unless SSR agrees in writing. Customer shall have a representative present to receive and sign for the Equipment; if Customer instructs SSR to leave Equipment unattended, Customer accepts the Equipment as delivered and assumes all risk from the time of drop.

4.2 Customer transport, loading and unloading. If Customer or Customer's carrier transports, loads, unloads, tows, or lifts the Equipment, Customer assumes all risk of loss, damage, injury, and death arising from those activities, including damage to the Equipment, to the transporting vehicle or trailer, and to third parties. Aerial Equipment must be fully lowered and stowed, with booms/jibs retracted and cradled, before loading; operating Aerial Equipment on a trailer ramp, incline, or uneven surface may trip the tilt sensor and lock the drive/brakes, and any resulting recovery or service call is billable to Customer.

4.3 Access, wait time and dry runs. If SSR is unable to deliver, place, or pick up Equipment because the site is inaccessible, locked, blocked, unsafe, unprepared, or Customer's representative is unavailable, or if SSR waits more than 15 minutes on site, Customer shall pay SSR's standard dry-run, wait-time, and re-delivery charges, and rental continues to accrue. Scheduled delivery and pickup times are estimates.

4.4 Cancellation. Orders cancelled less than 24 hours before the scheduled delivery, or after Equipment has been loaded or dispatched, are subject to SSR's cancellation and/or dry-run charge and any minimum rental charge shown on the Rental Agreement.

5) PERMITTED USE; OPERATOR QUALIFICATION

Customer agrees and warrants that: (a) only Authorized Individuals will operate the Equipment, and Customer remains responsible for the Equipment and its use regardless of the user; (b) operators of Aerial Equipment are trained, familiarized and authorized in accordance with ANSI/SAIA A92 standards and Cal/OSHA requirements, and will use fall protection as required; (c) operators of telehandlers and forklifts are trained, evaluated and certified as required by Cal/OSHA and OSHA 29 CFR 1910.178; (d) before each use and before return, Customer will inspect the Equipment and confirm it is in good condition, without visible defects, with decals and manuals legible, and suitable for Customer's intended use, and will immediately stop use and notify SSR if the Equipment is damaged, unsafe, disabled, malfunctioning, displaying warning indicators, levied upon, threatened with seizure, Lost, or involved in any Incident; (e) Customer has received all information it needs or requested regarding operation of the Equipment and has access to the manufacturer's operating and safety instructions, which it will follow; (f) SSR is not responsible for providing operator training or reasonable accommodations for any Authorized Individual; (g) the Equipment will be used only within its rated capacity, in a careful and lawful manner, in compliance with all manufacturer instructions and all applicable federal, state and local laws, regulations, permits and standards, including OSHA, Cal/OSHA and ADA; (h) the Equipment will be kept in a secure location; and (i) all information Customer provides to SSR (site conditions, intended use, duration, quantities, contact information) is accurate and complete, and SSR relies on it.

6) PROHIBITED USE

Customer shall not: (a) alter, cover, remove, or tamper with any decal, insignia, safety device, limit switch, tilt or load sensor, alarm, guard, or operating or safety equipment; (b) modify, weld to, drill, paint, letter, or attach signage, banners, or screens to the Equipment except as expressly permitted in Section 7; (c) move the Equipment from the Site Address, or transport it on public roads, without SSR's written consent; (d) sublet, lend, assign, or allow use of the Equipment by anyone other than Authorized Individuals; (e) use the Equipment in a negligent, illegal, unauthorized, or abusive manner, beyond its rated capacity, in an unsuitable environment, or in a manner that voids the manufacturer's specifications; (f) use Aerial Equipment or telehandlers as a crane, hoist, jack, tow vehicle, or to lift, pull, or push loads other than as designed; (g) allow anyone under the influence of any impairing substance to operate the Equipment; (h) use the Equipment to store, transport or handle hazardous materials, or in contaminated environments, without SSR's prior written consent; or (i) publicize use of the Equipment or SSR's name or logo in any medium without SSR's written consent.

7) EQUIPMENT-SPECIFIC TERMS

7.1 Aerial Equipment (scissor lifts, boom lifts, personnel and mast lifts). Customer shall operate Aerial Equipment only on firm, level surfaces within the manufacturer's slope, wind, and load ratings. Tilt alarms and cutouts must never be defeated.

Platform capacities are total capacities including personnel, tools and materials. Customer is fully responsible for damage to booms, jibs, platforms, cylinders, and structures, for tip-overs and overturns, and for damage caused by contact with structures, wires, or vehicles, regardless of cause, whether or not the Equipment was being operated at the time. Customer shall keep electric units charged using the supplied charger and appropriate power source, protected from rain, and shall not deep-discharge batteries. Batteries returned damaged, sulfated, or with low electrolyte from neglect are chargeable to Customer.

7.2 Telehandlers and material handling equipment. Customer shall use only SSR-supplied or SSR-approved forks and attachments, follow the load chart for the configuration in use, and never exceed rated capacity at the working radius. Customer is responsible for damage from overload, side-loading, travel with elevated loads, tire and rim damage from site debris, and damage to attachments. Telehandlers shall not be used for personnel lifting unless equipped with an SSR-supplied, manufacturer-approved work platform and operated in accordance with the applicable standard.

7.3 Temporary fence, screen and gates. The quantity of Fence Materials (panels, bases, clamps, screen, gates, ballast) delivered is stated on the Rental Agreement/delivery ticket and is deemed accurate unless Customer notes a discrepancy in writing at delivery. Customer is responsible for the count on return; each missing, bent, cut, or otherwise damaged component is charged at SSR's current Replacement Cost per component, and rental continues on missing components until paid. SSR installs fence line as a service only where stated on the Rental Agreement; otherwise Customer is responsible for setting, plumbing, clamping, ballasting, and relocating fence. Privacy or wind screen significantly increases wind load; Customer accepts all risk of fence displacement or collapse due to wind, weather, ground conditions, vehicle contact, or inadequate ballast, and shall add ballast, remove screen, or lay panels down when high winds are forecast. Customer shall not attach banners, signage, tarps, lighting, or other materials to fence or screen without SSR's written consent. Fence is a visual and access-control barrier only; SSR does not guarantee site security and is not responsible for theft, trespass, or injury at the Site Address. Fence returned with paint, concrete, stucco, adhesive, graffiti, or contamination is subject to cleaning or replacement charges.

7.4 Storage containers and office/storage units (Modular Units). Customer shall provide a level, compacted, well-drained pad and clear overhead and side access for a roll-off or tilt-bed delivery truck; SSR may decline or reschedule placement if the site is not ready, and Customer pays the resulting dry-run charge. Customer is responsible for all permits, placement approvals, and compliance with fire access, setback, and accessibility requirements. Modular Units are for storage and jobsite office use only and shall not be used for habitation, hazardous materials storage, or as a structure requiring a building permit unless Customer obtains all required approvals at its expense. Customer shall not modify, cut, weld, drill, paint, letter, or attach anything to the unit, load the roof, or stack units. Any electrical connection shall be made only by a licensed electrician in accordance with applicable code, using Customer-supplied power and a properly sized, protected, and grounded circuit; Customer is responsible for all damage caused by improper connection, surge, or overload. Customer's contents are not insured by SSR; SSR has no liability for loss, theft, water intrusion, condensation, temperature, or damage to Customer property stored in any unit. Customer shall provide and control its own locks. Units returned with damage, contamination, debris, graffiti, or holes are subject to repair, cleaning, and disposal charges. Customer shall not relocate a Modular Unit.

7.5 Generators, light towers and Power Equipment. Power Equipment is rented for One Shift use and is metered; hours above One Shift are billed as provided in Section 1 and Section 14. Customer shall: (a) place units on level ground, chocked, with mast/tower stowed for transport and lowered when winds exceed the manufacturer's rating; (b) perform daily checks of fuel, oil, coolant, and belts, and shut down and notify SSR immediately of any fault, alarm, or abnormal operation; (c) use only the correct fuel type; use of gasoline in diesel units, contaminated fuel, or dyed diesel in on-road applications is Customer's responsibility including engine damage and fines; (d) have all electrical connections made by qualified persons with properly rated cords, GFCI protection and grounding as required by code, and never back-feed a utility service; (e) comply with noise, air-quality, and permit requirements at the Site Address; and (f) secure fuel against theft. **Customer is solely responsible for any fuel, oil, coolant, or other spill, release, or discharge from Power Equipment or any other Equipment while in Customer's possession, including all cleanup, remediation, testing, disposal, reporting, fines, and third-party claims, regardless of cause, except to the extent caused by SSR's sole negligence.**

8) MAINTENANCE AND REPAIRS

Customer shall perform routine maintenance during the Rental Period, including daily inspections and maintenance of fuel, oil, coolant, hydraulic and battery fluid levels, greasing, tire pressure, battery charging, and cleaning, in accordance with the manufacturer's specifications. All other maintenance and repairs may be performed only by SSR or its authorized agents; Customer shall not repair, replace parts, or have third parties service the Equipment without SSR's written consent. SSR has no obligation during the Rental Period to inspect or service Equipment unless Customer requests a service call. SSR is responsible for repairs required by Ordinary Wear and Tear. Customer shall pay the full cost of all other repairs, parts, freight, service-call and travel charges, and rental on the Equipment until repairs are completed. SSR may inspect the Equipment wherever located, and Customer grants SSR and its agents the right to enter the Site Address for that purpose and for recovery of the Equipment. Repair or replacement of the Equipment is Customer's exclusive remedy for any breach of this Section. SSR has no obligation to stop rental charges, commence repairs, or provide substitute equipment while Customer is in default.

9) CUSTOMER LIABILITY FOR LOSS, THEFT AND DAMAGE

FROM THE START OF THE RENTAL PERIOD UNTIL THE EQUIPMENT IS RECOVERED BY SSR IN THE REQUIRED CONDITION, CUSTOMER ASSUMES ALL RISK OF LOSS, THEFT, DAMAGE, AND DESTRUCTION OF THE EQUIPMENT FROM ANY CAUSE, INCLUDING WEATHER, FIRE, FLOOD, VANDALISM, COLLISION, OVERTURN, OVERLOAD, MYSTERIOUS DISAPPEARANCE, AND CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT CUSTOMER IS AT FAULT.

9.1 Amounts due. In addition to all other sums due, Customer shall pay SSR: (a) for damaged Equipment, the full cost of recovery, repair, parts and freight, plus rental at the applicable rate until repairs are completed; (b) for Equipment that is Lost, destroyed, or damaged in excess of 40% of its Replacement Cost, the Replacement Cost plus applicable tax, plus rental at the applicable rate until the Equipment is replaced or, if earlier, 30 days after SSR's written notice of total loss; and (c) for missing components, accessories, keys, chargers, forks, attachments, and Fence Materials, the Replacement Cost per item. Accrued rental charges are not credited against these amounts. SSR's determination of repair versus replacement is final.

9.2 Duties after an Incident. Customer shall (a) immediately notify SSR by phone and in writing; (b) for any theft, vandalism, or Lost Equipment, file a police report within 24 hours and provide SSR the report number and a copy of the report; (c) preserve the Equipment and the surrounding area in the condition existing at the time of the Incident until SSR or its insurer investigates; (d) provide SSR copies of all photographs, witness information, and third-party reports; and (e) cooperate fully with SSR and its insurers. Failure to file a timely police report or to preserve evidence is a breach and waives any benefit of the Rental Protection Plan (Section 10). SSR has the immediate right, but not the obligation, to reclaim Equipment involved in any Incident.

9.3 SSR's insurance. Any insurance SSR carries on the Equipment is for SSR's sole benefit, is excess to Customer's obligations and insurance, is subject to deductibles and exclusions, and does not reduce Customer's liability under these Terms. Customer shall reimburse SSR for any deductible and any loss not paid by SSR's insurer.

9.4 Tracking. Equipment may be equipped with GPS or telematics devices. Customer consents to SSR's collection and use of location, hour-meter, fault, and usage data for fleet management, billing, theft recovery, and safety purposes, and shall not disable or remove any such device.

10) OPTIONAL RENTAL PROTECTION PLAN

If Customer elects and pays for SSR's Rental Protection Plan ("RPP") as shown on the Rental Agreement, at a charge of 12% of the gross rental charge, then, provided Customer is not in default and has complied with Section 9.2, SSR will waive Customer's liability under Section 9.1 for accidental physical damage to the covered Equipment in excess of a Customer responsibility of \$500 per occurrence. RPP is not insurance and does not replace the insurance required by Section 11. **RPP does not cover:** (a) theft, vandalism, or Lost Equipment unless a police report is filed within 24 hours and there is evidence of forced entry or the Equipment was secured as required; (b) damage from overload, overturn, tip-over, or operation on an unsuitable surface or beyond rated capacity or wind rating; (c) damage from misuse, abuse, neglect, failure to perform Customer maintenance, improper fuel, improper electrical connection, or use by non-Authorized Individuals; (d) damage during Customer transport, loading, or unloading; (e) tires, tubes, glass, lamps, batteries, charger, cords, keys, forks, attachments and Fence Materials; (f) Customer contents in Modular Units; (g) loss of use, rental charges, cleanup, environmental, or third-party claims; (h) willful, wanton, or grossly negligent acts; or (i) any loss where Customer fails to report or cooperate as required. RPP may be declined by SSR for any customer or rental at SSR's discretion. SSR may require RPP where Customer does not provide evidence of insurance meeting Section 11.

11) INSURANCE

11.1 Required coverage. Throughout the Rental Period Customer shall maintain, at its own expense: (a) Commercial General Liability insurance, on an occurrence basis, with limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including contractual liability coverage for the release and indemnification obligations in Section 12; (b) property insurance (inland marine / contractor's equipment floater) covering leased and rented equipment against all risks of direct physical loss, including theft, vandalism, overturn, collision, boom and structural damage while in operation, weather, and damage during transit, loading and unloading, in an amount not less than the total Replacement Cost of all Equipment rented from SSR, with no exclusion for boom damage, overturn, or equipment rented from others; (c) Workers' Compensation insurance as required by California law and Employer's Liability of not less than \$1,000,000; and (d) if the Equipment will be towed or transported on any roadway by Customer, Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000 covering hired and non-owned autos and trailers.

11.2 Endorsements and certificates. Customer's liability policies shall name "Sam's Site Rentals, its owners, officers, employees and agents" as additional insureds by endorsement on a primary and non-contributory basis, shall include a waiver of subrogation in favor of SSR, and Customer's property insurance shall name SSR as loss payee with respect to the Equipment. Certificates of insurance and copies of the required endorsements shall be provided to SSR before delivery and at any time on request, and shall provide for not less than 30 days' prior written notice of cancellation or material change. Any policy that excludes boom damage, overturn, or rented equipment is a breach of these Terms. Failure to provide certificates before delivery

does not waive the insurance requirements; SSR may, at its option, refuse delivery, require the Rental Protection Plan, or charge the RPP rate on the invoice.

11.3 Effect. The insurance required by this Section does not limit Customer's liability or indemnification obligations. To the extent any SSR Entity carries insurance, it is excess to and non-contributory with Customer's insurance.

11.4 Public entities. If Customer is a public entity prohibited by law from providing the coverage or indemnity described in Sections 11 and 12, Customer shall provide the maximum coverage and indemnity permitted by law, and shall be responsible for loss of or damage to the Equipment as provided in Section 9 to the fullest extent permitted by law.

12) RELEASE AND INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO SSR), RELEASE AND HOLD HARMLESS THE SSR ENTITIES FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, SUITS, LOSSES, DAMAGES, FINES, PENALTIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES, EXPERT FEES, AND COSTS) ARISING OUT OF OR RELATED TO ANY INCIDENT, PROPERTY DAMAGE, BODILY INJURY OR DEATH OF ANY PERSON (INCLUDING CUSTOMER'S EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS AND THEIR EMPLOYEES), SPILL, RELEASE, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW, CAUSED BY, CONNECTED WITH, OR ARISING FROM (a) THE POSSESSION, CONTROL, TRANSPORT, LOADING, UNLOADING, PLACEMENT, CONNECTION, OPERATION, OR USE OF THE EQUIPMENT BY CUSTOMER OR ANY PERSON CUSTOMER PERMITS, DURING THE RENTAL PERIOD; (b) THE CONDITION OF THE SITE ADDRESS; OR (c) CUSTOMER'S BREACH OF THESE TERMS; IN EACH CASE WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY SSR ENTITY, AND INCLUDING LIABILITY IMPOSED UNDER ANY THEORY OF STRICT OR ABSOLUTE LIABILITY, BUT EXCLUDING LIABILITY TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF SSR. CUSTOMER WAIVES ANY WORKERS' COMPENSATION IMMUNITY TO THE EXTENT NECESSARY TO GIVE EFFECT TO THIS SECTION. CUSTOMER'S OBLIGATIONS UNDER THIS SECTION ARE JOINT AND SEVERAL AND SURVIVE THE RETURN OF THE EQUIPMENT AND TERMINATION OF THESE TERMS.

13) NO WARRANTIES

SSR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DURABILITY, CAPACITY, OR CONDITION OF THE EQUIPMENT. CUSTOMER ACCEPTS THE EQUIPMENT "AS IS, WHERE IS" WITH ALL FAULTS. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES THE SSR ENTITIES FROM ALL LIABILITY AND DAMAGES (INCLUDING LOST PROFITS, DELAY, DOWNTIME, LABOR, LIQUIDATED DAMAGES OWED TO OTHERS, AND SPECIAL, INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS DELIVERY, PLACEMENT, OPERATION, USE, FAILURE, OR UNAVAILABILITY, OR ANY ERROR OR INACCURACY IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES ON WHICH SSR RELIES. IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, NO LIMITATION OF CONSEQUENTIAL DAMAGES FOR PERSONAL INJURY SHALL APPLY.

14) RENTAL RATES, PERIODS AND CHARGES

14.1 Rate periods. Unless otherwise stated on the Rental Agreement, a "day" rate covers one 24-hour period (One Shift); a "week" rate covers 7 consecutive calendar days; and a "4-week" or "month" rate covers 28 consecutive calendar days. Rental charges accrue on weekends and holidays. Weekly and 4-week rates are not prorated. Rates are based on Customer's stated estimated Rental Period and intended use; rates for periods beyond the estimate, or for use beyond One Shift, may change. Special-event, weekend, and long-term rates apply only where stated on the Rental Agreement. Extended rentals are invoiced in advance in 28-day cycles; rental continues and is invoiced until an Off-Rent Number is issued and the Equipment is recovered.

14.2 Additional charges. Rates do not include, and Customer shall pay: (a) delivery, pickup, freight, relocation, and after-hours or expedited dispatch charges; (b) environmental, consumables, and administrative fees; (c) fuel and refueling charges under Section 19; (d) cleaning charges for Equipment returned dirty, contaminated, or with concrete, paint, stucco, adhesive, or graffiti; (e) damage, repair, recovery, and replacement charges under Sections 8 and 9; (f) overtime/meter charges for use beyond One Shift; (g) dry-run, wait-time, cancellation, and re-delivery charges; (h) fence installation, removal, or relocation labor where ordered; (i) charges for lost keys, chargers, manuals, cords, and accessories; (j) any minimum rental charge shown on the Rental Agreement; and (k) all sales, use, rental, excise, and other taxes, licenses, fees, fines, and governmental charges arising from Customer's possession or use of the Equipment. SSR collects fees and surcharges as revenue and uses them at its discretion. SSR's current fee schedule is available on request and may change without notice.

15) PAYMENT; CREDIT; LIEN RIGHTS

15.1 Terms. Payment is due in full, without offset or deduction, in advance at the time of rental, unless SSR has approved Customer's written credit application. Approved credit customers shall pay in full upon receipt of invoice, or within the terms stated on the Rental Agreement, by check, ACH, or other method SSR accepts. Customer must notify SSR in writing of any disputed amount within 15 days after receipt of the invoice, or the invoice is deemed accepted and any right to dispute it is

waived. SSR may, at its discretion, require deposits, place any account on a cash basis, decline further rentals, and pick up Equipment without notice from any delinquent or insecure account.

15.2 Late charges and collection. Delinquent balances bear a service charge of the lesser of 1.5% per month or the maximum rate permitted by law, until paid in full. Customer shall reimburse SSR for all costs of collection, including collection agency fees, attorneys' fees, and court costs. A \$75 fee applies to each returned or dishonored payment. Payment of a late charge does not cure a default. Deposits are applied to Customer's account and returned only after all amounts are paid in full.

15.3 Cards. If a credit or debit card is presented for payment or to guarantee payment, Customer authorizes SSR to charge the card for all amounts shown on the Rental Agreement and all charges subsequently incurred, including damage, loss, extension of the Rental Period, and collection costs. Where permitted by law, SSR may add a card surcharge not exceeding 3% (not greater than SSR's cost of acceptance), which may be subject to sales tax.

15.4 Credit application and guaranty. The terms of any executed SSR credit application, including any personal guaranty, are incorporated into these Terms. Customer authorizes SSR to obtain credit and trade references and to report payment history.

15.5 Lien and notice rights. Nothing in these Terms waives SSR's rights as an equipment lessor under California Civil Code section 8000 et seq. (mechanics lien, stop payment notice, and payment bond rights) or any other applicable lien or bond statute. Customer shall, on request, identify the project owner, direct contractor, construction lender, and any payment bond surety for the project at the Site Address to permit SSR to serve preliminary notice.

16) RENTAL PERIOD, OFF-RENT NOTICE AND RETURN

16.1 Off-Rent Number. Rental charges continue until Customer notifies SSR, by phone, email, or through SSR's online platform during normal business hours, that the Equipment is ready for pickup and SSR issues an Off-Rent Number. Customer shall retain the Off-Rent Number as proof of notice. Provided Customer has otherwise complied with these Terms and the Equipment is accessible and ready, rental charges stop at the end of the day the Off-Rent Number is issued, subject to any minimum rental charge, and SSR will schedule pickup within a reasonable time thereafter (typically 2 business days). No pickups occur on Saturdays, Sundays, or holidays unless arranged in advance at SSR's after-hours rate.

16.2 Condition on return. Equipment shall be returned or made available for pickup in the same condition as delivered, less Ordinary Wear and Tear: clean; free of debris, hazardous materials, and contaminants; fully lowered and stowed; with batteries charged and fuel as required by Section 19; with all keys, chargers, cords, forks, attachments, manuals, and accessories; and, for Fence Materials, stacked and staged at the delivery point with all components counted. Modular Units shall be empty, swept, and unlocked or with keys provided. If Equipment is not accessible, is not in the required condition, or cannot be recovered when SSR arrives, Customer shall pay the dry-run charge and rental continues until the Equipment is recovered in the required condition. Customer remains responsible for loss, theft, and damage until SSR physically recovers the Equipment and confirms its condition.

16.3 Customer return; holdover. If Customer picked up the Equipment, Customer shall return it to SSR's yard during normal business hours. Equipment not returned by the end of the estimated Rental Period continues to accrue rental at the applicable rate. SSR may terminate any rental at any time, for any reason, on notice to Customer, and may recover the Equipment.

17) DEFAULT; REPOSSESSION

Customer is in default if SSR reasonably deems itself insecure or if Customer: (a) fails to pay any sum when due; (b) breaches any Section of these Terms; (c) becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of any bankruptcy or receivership proceeding, ceases to carry on business, or has assets seized by any creditor; (d) fails to insure the Equipment as required or otherwise places the Equipment at risk; (e) fails to return Equipment immediately on SSR's demand; or (f) defaults under any other agreement with SSR. Upon default, SSR shall have, in addition to all rights and remedies at law or in equity, the right to enter the Site Address and repossess the Equipment without judicial process or prior notice, to declare all rental for the estimated Rental Period immediately due, and to recover all costs of repossession, collection, court costs, and attorneys' fees. SSR is not liable for seizure of Equipment by governmental authority. Customer waives any right of action against the SSR Entities for repossession conducted in accordance with this Section.

18) LIMITATION OF SSR'S LIABILITY

IN CONSIDERATION OF THE RENTAL RATES, CUSTOMER AGREES THAT THE TOTAL LIABILITY OF THE SSR ENTITIES UNDER OR IN CONNECTION WITH THESE TERMS, ANY RENTAL AGREEMENT, OR THE EQUIPMENT, WHETHER IN CONTRACT, TORT (INCLUDING SSR'S OWN COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE RENTAL AGREEMENT. SSR IS NOT LIABLE FOR LATE DELIVERY, EQUIPMENT UNAVAILABILITY, OR FAILURE OF THE EQUIPMENT TO PERFORM, AND CUSTOMER'S SOLE REMEDY FOR EQUIPMENT THAT DOES NOT PERFORM IS REPAIR OR REPLACEMENT OF THE EQUIPMENT OR, AT SSR'S OPTION, A CREDIT OF RENTAL CHARGES FOR THE DOWNTIME PERIOD FOLLOWING CUSTOMER'S NOTICE TO SSR.

19) FUEL

Equipment that uses fuel is delivered with the fuel level noted on the Rental Agreement (most units full, but not all). Customer may (a) return the Equipment with at least the same fuel level, in which case no fuel charge applies; (b) return it with less fuel, in which case Customer pays SSR's refueling charge per gallon (calculated on the gallons required to restore the delivered level) plus any service fee; or (c) where offered, prepay a full tank at SSR's prepay rate, in which case no credit is given for unused fuel. Customer shall use only the correct fuel type and grade; damage from improper or contaminated fuel is Customer's responsibility. None of these options is a retail sale of fuel; fuel charges do not include governmental motor fuel taxes, which Customer shall pay if applicable. Customer is responsible for fines and penalties for use of dyed diesel in on-road Equipment.

20) DISPUTE RESOLUTION; GOVERNING LAW

20.1 Governing law and venue. These Terms, each Rental Agreement, and any related claim (including tort claims) are governed by the laws of the State of California without regard to conflict-of-law principles. Subject to Section 20.2, the state and federal courts located in Santa Clara County, California have exclusive jurisdiction, and Customer consents to personal jurisdiction and venue there.

20.2 Arbitration. At the election of either SSR or Customer, any dispute arising out of or relating to these Terms, a Rental Agreement, or the Equipment shall be resolved by binding arbitration in Santa Clara County, California, administered by the American Arbitration Association under its Commercial Arbitration Rules or by JAMS under its Streamlined Arbitration Rules, before a single arbitrator, on an individual basis and not as a class or representative action; judgment on the award may be entered in any court of competent jurisdiction. Either party may bring a claim within the jurisdictional limit of small claims court, and SSR may seek provisional remedies, repossession, lien enforcement, or collection in court without waiving arbitration.

20.3 Attorneys' fees. The prevailing party in any action or arbitration is entitled to recover its reasonable attorneys' fees, expert fees, and costs.

21) FORCE MAJEURE

SSR is not liable or in default for any failure or delay in performance caused by events beyond its reasonable control, including acts of God; fire, flood, earthquake, storm, or wildfire; epidemic or pandemic; war, terrorism, riot, or civil unrest; governmental order, law, or action; utility or public safety power shutoff; labor disturbance; supply, transportation, or fuel shortage; equipment breakdown; road closure; or Customer's or a third party's failure to return Equipment on time. Customer's obligation to pay for Equipment in its possession is not excused by any force majeure event.

22) NOTICES; ELECTRONIC RECORDS

Notices to SSR shall be sent to the address above or to the email address shown on the Rental Agreement. Notices to Customer may be sent to any address, email, or phone number provided by Customer, and are effective when sent. Customer consents to receive Rental Agreements, invoices, notices, and communications electronically, including by email, text message, and through SSR's online platform, and agrees that electronic signatures, click-to-accept, and electronic records are binding and admissible to the same extent as originals.

23) MISCELLANEOUS

These Terms, the Rental Agreement, and any executed credit application constitute the entire agreement of the parties regarding the Equipment and may be modified only in a writing signed by an authorized representative of SSR. No SSR driver, mechanic, or field employee has authority to modify these Terms. If any provision is held invalid or unenforceable, it shall be enforced to the maximum extent permitted and the remaining provisions remain in effect. SSR's failure to insist on strict performance is not a waiver of its right to do so in the future. Customer may not assign its rights or delegate its obligations; SSR may assign any Rental Agreement or these Terms and may subcontract delivery, service, or recovery. Customer's rights in the Equipment are subordinate to the rights of SSR's lenders and lienholders. These Terms benefit solely the parties and their permitted successors and assigns; no third party has any rights hereunder. Customer's obligations, including payment, indemnification, and liability for the Equipment, survive the return of the Equipment and termination of any Rental Agreement. Headings are for convenience only. Where these Terms conflict internally, the more specific term controls. A copy of these Terms or any Rental Agreement is as valid as the original. The person accepting these Terms on behalf of Customer represents and warrants that he or she is at least 18 years of age and has full authority to bind Customer, and that each Rental Agreement is a legal, valid, and binding obligation of Customer enforceable in accordance with its terms.