



a DBA of Arvex Equipment Solutions LLC

EQUIPMENT & TRAILER RENTAL AGREEMENT

This Equipment & Trailer Rental Agreement (Agreement) is entered into between Arvex Equipment Solutions LLC, doing business as Arvex Equipment Solutions (Company, we, us, or our), and the individual or business entity identified in the signature block below (Renter, you, or your), collectively the Parties.

This Agreement is a standing account agreement. It is signed once and governs every rental of equipment and trailers (Rental Order) made by Renter with the Company, from the date of signing forward, until either Party terminates it in writing. Renter does not sign a new copy of this Agreement for each rental -- the terms set out here attach automatically to every Rental Order.

Each Rental Order (a work order, invoice, booking confirmation, or equivalent) identifies the specific equipment, dates, location, and charges for that transaction and incorporates this Agreement by reference. In a conflict between this Agreement and a Rental Order, this Agreement controls on all legal and liability terms; the Rental Order controls on the equipment, dates, location, and price.

THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION OBLIGATIONS, AND A WAIVER OF CERTAIN LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING.

1. Definitions

As used in this Agreement and in any Rental Order:

"Arvex" means Arvex Equipment Solutions.

"Agreement" means this Equipment & Trailer Rental Agreement and all Exhibits attached to it.

"Equipment" means the specific item(s) of equipment or trailers identified in a Rental Order, including all accessories, attachments, and components delivered with it.

"Equipment Category" means the classification of Equipment under Section 6: Category A (Company-Operated) or Category B (Renter-Operated), as identified in each Rental Order.

"Rental Order" means any work order, invoice, booking confirmation, or equivalent document -- in paper, electronic, or text/email form -- issued by the Company to Renter that specifies Equipment, rental period, location, and charges, and references this Agreement.

"Rental Period" begins when the Equipment is delivered to, picked up by, or set up for Renter (whichever occurs first) and ends only when the Company accepts the Equipment back in accordance with Section 9. Charges accrue continuously during the Rental Period regardless of actual use.

"Delivery/Use Address" means the delivery or use location identified in the applicable Rental Order.

"Damage Waiver" means the optional waiver, if elected and paid for by Renter in a Rental Order, subject to Section 8.5.

"Site" means Customer's job site, worksite or project location where the Equipment will be located and/or where the Services will be performed.

1. Definitions (Continued)

"Signing Representative" means the individual who signs this Agreement on behalf of Renter, as identified in Section 2.

"Credit Card" means the credit card / payment method provided by Customer as part of this Agreement or otherwise kept on file with Arvex.

2. Renter Account & Signing Representative

By signing this Agreement, Renter establishes a rental account (Account") with Arvex Equipment Solutions. The Account belongs to the individual or business entity identified at signing and governs every Rental Order issued under it. There are two types of Accounts!

2.1: Individual Account

If Renter is signing as an individual for personal use or as a sole proprietor, the Account belongs to that individual. Only the Account holder may rent Equipment under this Account unless the Account holder expressly authorizes additional users in writing to the Company. The Account holder is personally liable for all obligations arising under this Agreement and any Rental Order issued under the Account.

2.2: Company Account

If Renter is signing on behalf of a business, partnership, LL, corporation, or other legal entity (Company Renter), the Account belongs to that entity. By signing, the Signing Representative represents that: (a) they are of legal age, (b) they have full authority to bind the entity; and (c) the information provided is accurate. The Signing Representative and the entity are jointly and severally liable for all obligations under this Agreement and any Rental Order issued under the Account.

A Company Account allows any current employee or authorized agent of the Company Renter to rent Equipment under the Account without signing a new agreement, provided that (a) the employee or agent presents valid identification at the time of rental and can be verified by the Company as currently employed by or authorized to act on behalf of the Company Renter (for example, by presenting a company ID, business card, or being listed in the Company's account records). (b) The Rental Order is issued in the name of the Company Renter's Account; and the employee or agent complies with all terms of this Agreement, including all Equipment Category and operator requirements in Section 6.

Any employee or agent who rents under a Company Account does so on behalf of the Company Renter. The Company Renter -- not the individual employee - is the Renter of record for that Rental Order and bears full liability under this Agreement. The Signing Representative's vouching under Section 6.3 extends to all current and future employees and agents who rent under the Company Account, not just those employed at the time of signing.

The Company Renter is responsible for notifying Arvex immediately if an employee or agent is no longer authorized to rent under the Account (for example, if they are terminated or leave the company). Any Rental Order issued to an employee before the Company provides such notice remains the Company Renter's liability.

2.3: Account Accuracy & Updates

Renter is responsible for keeping Account information current, including contact details, payment method, and -- for Company Accounts -- the list of authorized users. All equipment, dates, pricing, and delivery details for each individual rental are set out in the applicable Rental Order, not in this Agreement.

3. Term; Future Updates

3.1: Term

This Agreement remains in effect from the date of signing until either Party terminates it by written notice (including email). Termination does not affect rights or obligations arising from any Rental Order issued before the termination date; those survive.

3.2: Updates

The Company may update or modify the terms of this Agreement from time to time. When it does, the Company will make the current version available at its website or by request and will provide Renter with written notice (including email) of material changes at least fourteen (14) days before they take effect. By continuing to make rentals under any Rental Order after the effective date of an update, Renter accepts the updated terms without requiring a new signature. If Renter does not accept the updated terms, Renter may terminate this Agreement in writing before the effective date; any Rental Orders already in progress at the time of termination remain subject to the terms in effect when those Rental Orders were issued.

4. Assumption of Risk

Renter acknowledges that the use, towing, loading, and operation of trailers and equipment involves inherent risks, including but not limited to: mechanical failure; tip-over or rollover; loss of control while towing; improper hitching; shifting or falling loads; collision; electrical hazards; crush, pinch, and entanglement hazards; falls from height; and risk of serious injury, death, or property damage to Renter, Renter's employees or agents, and third parties.

RENTER VOLUNTARILY AND KNOWINGLY ASSUMES ALL SUCH RISKS -- KNOWN AND UNKNOWN -- WHETHER ARISING FROM RENTER'S OWN ACTIONS, THIRD PARTIES, OR THE INHERENT NATURE OF THE EQUIPMENT, EXCEPT TO THE EXTENT CAUSED SOLELY BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5. Release & Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, RENTER RELEASES, WAIVES, AND FOREVER DISCHARGES THE COMPANY, ARVEX EQUIPMENT SOLUTIONS LLC, AND THEIR RESPECTIVE OWNERS, MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR CAUSES OF ACTION FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE DELIVERY, POSSESSION, TOWING, USE, OR OPERATION OF ANY EQUIPMENT UNDER ANY RENTAL ORDER, EXCEPT TO THE EXTENT SUCH LOSS IS CAUSED SOLELY BY THE RELEASED PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

The Company is not liable for: (a) lost profits, lost use, lost business opportunity, or business interruption; (b) damage to cargo, vehicles, structures, or property in contact with the Equipment; (c) Renter's failure to follow manufacturer's instructions, this Agreement, or any Exhibit; (d) acts or omissions of third parties; or (e) pre-existing site conditions not caused by the Company.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S TOTAL LIABILITY TO RENTER FOR ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY RENTAL ORDER SHALL NOT EXCEED THE LESSER OF: (I) THE ACTUAL COST OF REPAIR OR REPLACEMENT OF THE AFFECTED EQUIPMENT; OR (II) THE TOTAL RENTAL CHARGES PAID BY RENTER UNDER THE APPLICABLE RENTAL ORDER. THIS LIMITATION APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW.

6. Equipment Categories & Operator Authorization

6.1: Category A -- Company-Operated Equipment

Certain Equipment (currently including the tow-behind portable car lift trailer) is towed, delivered, set up, and removed exclusively by Company personnel. Renter is strictly prohibited from towing, hitching, positioning, leveling, deploying, retracting, or moving this Equipment at any time. Renter's rights are limited to: (a) coordinating delivery and pickup; and (b) using the lift mechanism once set up by the Company, in accordance with Section A.3 of Exhibit A.

6.2: Category B -- Renter-Operated Equipment

Certain Equipment (including flatbed trailers, dump trailers, forklifts, and aerial/scissor lifts) may be towed and/or operated by Renter or Renter's Authorized Operators, subject to Exhibit B.

6.3: Authorized Operators & Employer Responsibility

"Authorized Operator" means Renter (if an individual), or any employee or agent of Renter that Renter's Signing Representative has authorized to tow, move, set up, take down, or operate Equipment in the scope of their work for Renter.

By signing this Agreement, Renter's Signing Representative personally vouches for, and Renter (as employer) assumes full responsibility for, the qualification, training, conduct, and supervision of every Authorized Operator. **Vetting, training, and supervising Authorized Operators is Renter's responsibility -- not the Company's.**

No person other than an Authorized Operator may tow, move, set up, take down, or operate Equipment. Use of Equipment by any unauthorized person is a material breach of this Agreement, voids any Damage Waiver, and makes Renter fully liable under Sections 8 and 11.

7. General Renter Obligations

During every Rental Period, Renter shall:

- Use the Equipment only for its intended purpose, within its rated capacity, and in compliance with the manufacturer's manual, all safety labels, this Agreement, and all applicable federal, state, and local laws and regulations (including OSHA where applicable).
- Ensure only Authorized Operators tow, move, set up, take down, or operate the Equipment.
- Not sublease, lend, or allow any third party to use the Equipment, and not move the Equipment from the Delivery/Use Address without the Company's prior written consent.
- Maintain a safe, level, and suitable site for delivery, setup, and use of the Equipment, including adequate clearance and ground-bearing capacity.
- Not modify, alter, disable, remove, or tamper with any part of the Equipment, including safety devices, decals, GPS/telematics units, governors, or capacity limiters.
- Not use the Equipment while under the influence of alcohol, marijuana, or any impairing substance.
- Immediately notify the Company of any accident, injury, mechanical failure, damage, or theft involving the Equipment, regardless of severity, before returning it.
- Permit the Company or its representatives to inspect the Equipment at the use site upon reasonable notice.
- Provide accurate information on each Rental Order and promptly notify the Company of any changes.

8. Inspection & Condition

The Company warrants that the Equipment will be in good working order at the start of each Rental Period. The Equipment is otherwise provided "AS IS," without any implied warranty of merchantability or fitness for a particular purpose.

At delivery or pickup, the Company and Renter will jointly complete a condition checklist. Renter's acceptance of delivery -- or failure to note an objection in writing within twenty-four (24) hours -- is conclusive evidence that the Equipment was received in the condition described on that checklist.

Renter is responsible for a pre-use inspection before each use and must immediately cease use and notify the Company if any defect or unsafe condition is found.

9. Damage, Loss & Financial Responsibility

9.1: Renter's Responsibility

RENTER IS RESPONSIBLE FOR ALL LOSS OF, VIOLATIONS, OR DAMAGE TO THE EQUIPMENT OCCURRING DURING THE RENTAL PERIOD, FROM ANY CAUSE -- INCLUDING TICKET, COLLISION, ROLLOVER, VANDALISM, THEFT, FIRE, FLOOD, OVERLOADING, OR IMPROPER USE -- REGARDLESS OF FAULT, EXCEPT TO THE EXTENT PROVEN TO BE DIRECTLY AND SOLELY CAUSED BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT DURING A COMPANY-PERFORMED TOW, SETUP, OR TAKEDOWN.

9.2: Total Loss or Theft

If the Equipment is stolen, declared a total loss, or not returned within ten (10) days after the scheduled return date without the Company's written consent, Renter shall pay the full replacement value of the Equipment plus all accrued rental charges and the Company's costs of recovery (including repossession, legal, and collection costs), less any insurance proceeds actually received by the Company.

9.3: Repair Costs & Loss of Use

The Company has sole discretion to determine whether damaged Equipment will be repaired or treated as a total loss, and to select the repair facility. Renter shall pay the actual cost of repair (or replacement value for a total loss) plus loss-of-use charges at the standard daily rental rate for each day the Equipment is out of service for repair, up to thirty (30) days.

9.4: Cleaning & Return Condition

Renter shall return the Equipment clean, free of excessive dirt, chemicals, or debris, and with fuel/fluid levels matching delivery levels. The Company may charge a cleaning fee or its actual cleaning costs, whichever is greater, for Equipment returned outside this standard.

9.5: Optional Damage Waiver

If elected in a Rental Order, the Damage Waiver reduces (but does not eliminate) Renter's responsibility for certain accidental damage. The waiver excludes at minimum: damage from unauthorized operators; intentional acts; use in violation of this Agreement or manufacturer's instructions; theft without a police report; lost accessories; tire and wheel damage; and damage outside the Delivery/Use Address without written consent. The Damage Waiver is not insurance and does not cover third-party injury or property damage claims.

9.6: Payment Terms

All rental charges, fees, deposits, and other amounts are identified in the applicable Rental Order. By signing this Agreement, Renter agrees to pay all such amounts as follows:

Accepted Payment Methods: Arvex accepts major credit cards, debit cards, ACH/bank transfer, and cash. Renter shall provide a valid Credit Card at the time of account creation, which will be kept on file. Certain payment methods (e.g., check or cash) may require advance approval and may be subject to additional deposit requirements at the Company's discretion.

Deposit & Pre-Authorization: A security deposit or credit card pre-authorization in an amount determined by the Company may be required before Equipment is released. The deposit will be applied to any outstanding balance at the end of the Rental Period; any remaining balance will be returned or released within a reasonable time after the Equipment is returned and inspected.

Due Date: All amounts are due in full upon completion of each Rental Period or upon receipt of invoice, whichever occurs first, unless otherwise stated in the Rental Order. The Company may require full or partial payment in advance for any rental.

Credit Card Authorization: By signing this Agreement and providing a Credit Card, Renter authorizes the Company to charge the Credit Card on file for all amounts owed under this Agreement and any Rental Order -- including rental fees, delivery/setup fees, damage charges, cleaning fees, late fees, and any other amounts -- without requiring a separate authorization for each charge. Renter will be notified of charges via receipt or invoice.

Failed Payments: If any charge to the Credit Card is declined or reversed, Renter remains liable for the full amount owed and must provide an alternative payment method within forty-eight (48) hours. The Company may suspend or terminate Renter's account and/or repossess Equipment in the event of a failed payment not cured within that period. A returned payment fee of \$50 may be assessed for each failed transaction.

9.6: Payment Terms (Continued)

Disputes & Chargebacks: Renter agrees to contact the Company directly to resolve any billing dispute before initiating a chargeback with a card issuer. An improper or fraudulent chargeback is a material breach of this Agreement, and Renter shall reimburse the Company for the charged-back amount plus any fees or costs incurred in contesting the chargeback, including attorney's fees.

Late Payments: Unpaid balances past due by more than ten (10) days accrue interest at the rate of 1.5% per month (18% per annum), or the maximum rate permitted by Nevada law, whichever is less, from the due date until paid in full.

Taxes: Renter is responsible for all applicable sales, use, or rental taxes assessed on transactions under this Agreement, as identified in each Rental Order.

9.7: No Insurance Provided by Company

The Company's commercial insurance covers the Company's operations only -- it does not extend to Renter, Renter's employees or agents, or any third party for claims arising from Renter's use of Equipment. Renter is encouraged to maintain adequate liability and property insurance.

9.8: Environmental Liability

Renter is solely responsible for any spill, leak, release, or discharge of fuel, oil, Hydraulic fluid, coolant, or any other hazardous materials or substances originating from or caused by the Equipment or its operation during the Rental Period. Renter shall: (a) immediately notify the Company and all applicable governmental authorities of any such release as required by law; (b) take all necessary steps to contain and remediate the release at Renter's sole cost; and (c) indemnify and hold harmless the Released parties from any and all environmental cleanup costs, fines, penalties, third-party claims, and governmental orders arising from such release. This obligation applies regardless of fault and survives the termination or expiration of this Agreement. Renter shall not use, store, or transport any hazardous material in or on the Equipment beyond the Equipment's standard operating fluids without the Company's prior written consent.

9.9: Fines, Tickets, Citations & Parking Violations

Renter is solely responsible for all parking tickets, citations, fines, tolls, red-light or speed-camera violations, impound fees, towing charges, and any other penalty issued in connection with the Equipment during the Rental Period, regardless of fault, except to the extent directly and solely caused by the Company's gross negligence or willful misconduct. This includes, without limitation, violations relating to (a) Where, how, or whether the Equipment is parked, stored, or left unattended (b) The manner in which the Equipment is driven, towed, or operated (c) Load securement, weight distribution, and compliance with load, height, and weight limits The roadworthy or legal operating condition of the Equipment once it has been delivered into Renter's possession.

Renter acknowledges that, once the Equipment is delivered, Renter is responsible for the pre-use inspection required under Section 8 and shall not operate the Equipment if it appears unsafe, non-roadworthy, or non-compliant. Renter's decision to accept delivery of, tow, or operate the Equipment — including any apparent defect Renter did not flag in writing at delivery — is Renter's sole responsibility going forward, and does not shift liability for any resulting fine, ticket, or violation back to the Company.

9.10: Accessories & Additional Items

The loss, theft, and damage provisions of this Section 9 apply not only to the Equipment itself but to all accessories, attachments, components, and additional items delivered with it — including but not limited to ramps, straps, chains, tie-downs, chocks, leveling blocks, remotes, keys, covers, and manuals. Renter shall account for all such items at return. Any item not returned, or returned damaged, will be charged to Renter at replacement cost, plus the \$50 administrative fee described in Section 9.6, unless otherwise itemized in the applicable Rental Order.

9.11: Post-Return Charges

Renter's authorization under Section 9.6 survives the return of the Equipment and the end of the Rental Period. The Company may charge the Credit Card on file for any fine, ticket, citation, toll, or violation described in Section 9.9, or any damage or missing item discovered upon further inspection, at any time such amount is billed to or discovered by the Company — even after the Equipment has been returned — without requiring further authorization from Renter and without advance notice of the specific charge. The Company will provide Renter a receipt or itemized statement reflecting each such charge after it is processed.

10. Return of Equipment

For Category A Equipment: only Company personnel may remove, take down, or transport the Equipment from the site. Renter shall make the Equipment accessible and ready for pickup at the agreed time.

For Category B Equipment: Renter shall return the Equipment to the location designated by the Company, during posted business hours, unless after-hours drop-off is expressly authorized in writing.

The Rental Period does not end -- and charges continue to accrue -- until the Company physically accepts the Equipment back. Leaving Equipment at a site, parking lot, or with a third party does not constitute return.

11. Late Return & Extensions

Extensions require the Company's approval before the scheduled return time, are subject to equipment availability and then-current rates, and will be confirmed by the Company via an updated or supplemental Rental Order or written confirmation (including text or email). All terms of this Agreement continue without interruption through any approved extension period.

Equipment not returned by the scheduled return time without an approved extension is subject to a late fee of 1.5× the standard daily rate for each day or partial day late, in addition to all other remedies. Unauthorized retention of Equipment may be reported to law enforcement as unlawful possession to the extent permitted under applicable law.

12. Prohibited Uses

Renter shall not, (a) Use the Equipment for any illegal purpose. (b) Exceed the Equipment's rated weight, height, capacity, or load limits. (c) Allow any person to stand on, sit on, or be present beneath a raised load unless required by the specific task and the lift is properly engaged. (d) Remove the Equipment from its original state without the Company's prior written consent. (e) Operate the Equipment in a manner that voids the manufacturer's warranty or violates safety instructions. (f) Allow any minor to operate, ride on, or be present beneath or inside the Equipment during operation. (g) Sublease, lend, or transfer the Equipment to any third party.

Violation of this Section immediately voids any Damage Waiver and constitutes a material breach for which Renter is fully liable under Sections 9 and 11.

13. Default & Repossession

Renter is in default if Renter: (a) fails to pay any amount when due; (b) violates any term of this Agreement; (c) allows any unauthorized person to operate the Equipment; (d) fails to maintain the Equipment as required; or (e) attempts to sublease, encumber, or remove the Equipment without authorization.

Upon default, the Company may: (i) terminate this Agreement and Renter's right to possess the Equipment; (ii) repossess the Equipment using lawful means, including entry onto the site where the Equipment is located, without liability for trespass; and (iii) pursue all remedies available at law or in equity, including all amounts owed and reasonable attorney's fees; and (iv) file a UCC-1 financing statement, mechanic's lien, or other lien against Renter's property, assets, or the project Site to secure any unpaid amounts owed under this Agreement or any Rental Order, to the fullest extent permitted by applicable law. Renter hereby consents to the filing of any such lien and shall execute any documents reasonably requested by the Company to perfect or enforce such lien rights. Renter shall not cause or permit any lien to be placed on the Equipment by any third party, and shall promptly discharge any such lien at Renter's expense.

14. Indemnification

RENTER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, FINES, PENALTIES, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR RELATED TO: (A) RENTER'S POSSESSION, TOWING, USE, OR OPERATION OF ANY EQUIPMENT; (B) ANY BREACH OF THIS AGREEMENT BY RENTER OR ANY AUTHORIZED OPERATOR; (C) ANY INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO ANY PROPERTY, CONNECTED WITH THE EQUIPMENT WHILE IN RENTER'S POSSESSION; (D) ANY VIOLATION OF LAW BY RENTER OR ANY AUTHORIZED OPERATOR; OR (E) USE OF THE EQUIPMENT BY ANY UNAUTHORIZED PERSON -- EXCEPT TO THE EXTENT CAUSED SOLELY BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

This indemnification survives the termination or expiration of this Agreement.

15. Title; No Purchase Option

This Agreement is not a contract of sale. Title to all Equipment remains with the Company at all times. Renter has no option or right to purchase Equipment. Renter shall keep Equipment free and clear of all liens and encumbrances.

16. No Waiver; No Oral Modification

The Company's failure to enforce any provision, acceptance of late payment, or any course of dealing between the Parties shall not waive any right. No modification or waiver of any term is effective unless in writing and signed by an authorized representative of the Company. Statements by Company personnel during delivery, setup, or any verbal interaction do not modify this Agreement.

17. Assignment

Renter may not assign, transfer, or delegate any right or obligation under this Agreement without the Company's prior written consent. The Company may assign this Agreement in connection with a sale or transfer of the business or assets without Renter's consent.

18. Electronic Signatures & Records

Renter consents to execute this Agreement electronically. An electronic or digital signature has the same legal effect as a handwritten signature. The Company's business records -- including time-stamped photos, telematics data (where applicable), electronic communications, and digital condition checklists -- are admissible as evidence of the condition, location, and use of the Equipment.

19. Governing Law & Disputes

This Agreement is governed by the laws of the State of Nevada, without regard to conflict-of-laws principles.

19.1: Binding Arbitration

EXCEPT AS PROVIDED IN SECTION 19.2, ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY RENTAL ORDER, OR THE EQUIPMENT -- INCLUDING DISPUTES ABOUT THE FORMATION, VALIDITY, INTERPRETATION, ENFORCEABILITY, OR BREACH OF THIS AGREEMENT -- SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, NOT IN COURT. BY SIGNING THIS AGREEMENT, RENTER WAIVES THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION.

Arbitration shall be administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules in effect at the time of the dispute, or by mutually agreed arbitrator if the Parties agree in writing. The arbitration shall take place in Clark County, Nevada, unless the Parties agree otherwise. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The prevailing Party in any arbitration shall be entitled to recover its attorney's fees and arbitration costs from the non-prevailing Party.

19.2: Exceptions to Arbitration

Notwithstanding Section 19.1, either Party may seek: (a) emergency injunctive or equitable relief from a court of competent jurisdiction to prevent irreparable harm pending arbitration, including relief related to unauthorized possession or use of the Equipment; or (b) Resolution of claims that qualify for small claims court in Clark County, Nevada, at the option of the Party bringing the claim. Such court proceedings shall be subject to the exclusive jurisdiction and venue of the state and federal courts in Clark County, Nevada, and the Parties consent to personal jurisdiction in that forum.

20. Force Majeure

Neither Party is liable for delay or failure to perform (other than payment and indemnification obligations) caused by events beyond that Party's reasonable control, including extreme weather, natural disaster, governmental action, or labor disputes. This Section does not excuse Renter from liability for loss or damage to Equipment.

21. Entire Agreement; Severability

This Agreement, together with its Exhibits, condition checklists, and each Rental Order issued under it, constitutes the entire agreement between the Parties and supersedes all prior understandings on the same subject matter. If any provision is found invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and all other provisions remain in full force.

22. Out-of-State Use

The Company's Equipment is based in Nevada and all rentals originate in Nevada. Renter may transport and use the Equipment in any US, state, provided Renter complies with all requirements of this Section. Any transport or use of Equipment outside Nevada that does not comply with this Section is a material breach of this Agreement, voids any Damage Waiver, and makes Renter fully liable for all resulting damage, loss, fines, penalties, and costs under Sections 9 and 14.

22.1: Disclosure Required

Renter must disclose any intended out-of-state delivery address or use location to the Company at the time of booking. That location must be identified on the applicable Rental Order before the Equipment is released. The Rental Order serves as the Company's authorization for that specific out-of-state use -- no separate consent document is required. If the Equipment will be moved to any location not identified on the Rental Order after the rental has begun, Renter must notify the Company immediately and obtain updated written confirmation before relocating the Equipment.

22.2: Renter's Responsibilities for Out-of-State Use

For any out-of-state use, Renter is solely responsible for: (a) Complying with all applicable laws, regulations, permit requirements, weight limits, towing rules, and road-use requirements of every state and locality through which the Equipment is transported or in which it is used. (b) Obtaining any oversize-load, special movement, or operating permits required by any applicable jurisdiction, at Renters sole cost. (c) Maintaining any insurance required by the applicable state for operation or towing of the Equipment in that state, in addition to any insurance Renter otherwise carries. (d) All fines, citations, penalties, or fees assessed by any jurisdiction arising from the transport or use of the Equipment outside Nevada are the responsibility of the Renter.

22.3: Undisclosed or Unauthorized Out-of-State Use

If Equipment is transported or used outside Nevada without being disclosed on the Rental Order in accordance with Section 22.1, Renter shall be liable for: (a) all damage to or loss of the Equipment; (b) any fines, penalties, citations, or permit costs arising from the unauthorized transport or use; (c) any additional insurance costs or coverage gaps incurred by the Company; and (d) the Company's costs of recovery, including reasonable attorney's fees. The Damage Waiver is automatically void for any loss or damage occurring during or arising from undisclosed or unauthorized out-of-state transport or use.

22.4: Governing Law for Out-of-State Incidents

Regardless of the state in which the Equipment is transported, delivered, or used, this Agreement and any claim arising from Renter's possession or use of the Equipment shall be governed by Nevada law, and any dispute shall be resolved in accordance with Section 19. Renter waives any argument that the law of another state applies to any claim arising under or related to this Agreement or any Rental Order, and acknowledges that this choice of law is a material term of the Agreement without which the Company would not have agreed to permit out-of-state use.

EXHIBIT A

COMPANY-OPERATED EQUIPMENT

This Exhibit applies to Equipment identified in a Rental Order as Category A. As of the date of this Agreement, Category A includes the tow-behind portable automotive lift trailer. The Company may designate additional items as Category A in future Rental Orders.

A.1: Company Personnel Only

RENTER SHALL NOT, UNDER ANY CIRCUMSTANCES, TOW, HITCH, UNHITCH, DRIVE, PUSH, PULL, WINCH, POSITION, LEVEL, DEPLOY, RETRACT, RAISE, LOWER, SET UP, TAKE DOWN, OR OTHERWISE MOVE OR OPERATE CATEGORY A EQUIPMENT -- OR ANY PART OF IT -- AT ANY TIME DURING THE RENTAL PERIOD. ALL TRANSPORT, SETUP, AND TAKEDOWN SHALL BE PERFORMED EXCLUSIVELY BY COMPANY PERSONNEL.

Renter's rights are limited to: (a) requesting delivery and pickup; and (b) using the lift mechanism itself once fully set up by Company personnel.

A.2: Site Requirements

Renter is responsible for ensuring the Delivery/Use Address provides:

- A level, stable surface (concrete or compacted asphalt strongly preferred) capable of supporting the combined weight of the trailer, lift, and vehicle being lifted.

- Adequate overhead and lateral clearance for the towing vehicle, trailer, and lift arms to fully deploy, free of power lines and structures.

- Reasonable vehicle access for the Company's towing vehicle.

If Company personnel determine the site is unsuitable upon arrival, the Company may decline to set up, relocate with Renter's consent, or cancel the rental. Renter remains responsible for any delivery fee already incurred.

A.3: Permitted Use Once Set Up

Once set up, Renter may use the lift solely to raise and lower a single passenger vehicle within the lift's rated capacity, per manufacturer's instructions and any briefing by Company personnel. Renter shall not:

- Exceed the lift's rated weight capacity.

- Allow any person to stand, sit, or place any body part under a raised vehicle or lift mechanism, except as necessary to perform the specific task, and only after confirming the lift is properly engaged.

- Attempt to relevel, reposition, retract, or adjust the trailer or lift mechanism.

- Leave a vehicle elevated and unattended longer than necessary.

A.4: Damage Allocation -- Category A Equipment

Because Company personnel exclusively control towing, setup, and takedown:

Damage directly and solely caused by Company personnel during towing, hitching, leveling, or retracting -- where no contributing cause involves Renter's site, vehicle, instructions, or unauthorized interference -- is the Company's responsibility.

All other damage -- including damage during Renter's use of the lift mechanism; damage caused by Renter's vehicle, site conditions, or items provided by Renter; damage from any unauthorized person touching, climbing on, or interfering with the Equipment; and damage of unknown or disputed origin -- is Renter's responsibility.

The Company will evaluate the cause of damage in good faith, but the default presumption is that damage is Renter's responsibility unless Renter can show it was directly caused solely by Company personnel's own work.

A.5: Scheduling

Renter shall coordinate delivery, setup, and takedown appointments with the Company in advance. Missed appointments, inaccessible sites, or unsuitable site conditions at the scheduled time may result in a trip/rescheduling fee in addition to any delivery fee in the Rental Order.

EXHIBIT B

RENTER-OPERATED EQUIPMENT

This Exhibit applies to Equipment identified in a Rental Order as Category B. Category B includes flatbed trailers, dump trailers, forklifts, aerial/scissor lifts ("sky jacks"), and similar equipment that Renter or an Authorized Operator tows and/or operates without Company personnel performing setup.

B.1: Renter Operates

Renter or an Authorized Operator is responsible for all towing, hitching, loading, operation, and on-site positioning of Category B Equipment. The Company may provide a basic orientation at pickup at its discretion, but is not obligated to do so and providing one does not create any ongoing duty to supervise, train, or certify Renter's operators.

B.2: Operator Qualification -- Renter's Representation

By signing this Agreement, Renter's Signing Representative represents and warrants on behalf of Renter and every Authorized Operator that each such Authorized Operator:

- Hold a valid driver's license appropriate for towing the trailer and combined load (where towing is involved), and meets any minimum age requirement set by the Company.
- Has received training and, where required by law, certification in the safe operation of the specific equipment type being rented (e.g., OSHA-compliant powered industrial truck training under 29 CFR 1910.178 for forklifts; aerial lift training under 29 CFR 1926.454 for scissor lifts).
- Is physically and mentally fit to operate the Equipment and is not impaired by alcohol, drugs, or medication.
- Has read and understood, or been instructed on, the manufacturer's operating manual and all safety decals on the specific unit being rented.

THE COMPANY DOES NOT TRAIN, EVALUATE, LICENSE, OR CERTIFY OPERATORS. RENTER'S SINGLE SIGNATURE ON THIS AGREEMENT CONSTITUTES THIS REPRESENTATION FOR ALL AUTHORIZED OPERATORS; INDIVIDUAL OPERATOR SIGNATURES ARE NOT REQUIRED UNLESS THE COMPANY SPECIFICALLY REQUESTS ONE. RENTER REMAINS FULLY RESPONSIBLE AND LIABLE UNDER SECTIONS 6.3, 9, AND 14 FOR THE CONDUCT OF EVERY PERSON IT AUTHORIZES TO USE THE EQUIPMENT.

B.3: Suitable Tow Vehicle

For Equipment that must be towed by Renter, Renter shall provide a tow vehicle that is licensed, insured, and rated for the combined weight of the trailer and its load, with: a hitch, ball, and coupler rated at or above the trailer's GVWR; functioning trailer light connections and brake controller (where equipped); and safety chains crossed with adequate slack. The Company may inspect the hitch at pickup but is not obligated to -- any such inspection does not transfer responsibility for safe towing to the Company.

B.4: Rated Capacity & Site Conditions

Renter shall not exceed the Equipment's rated load, lift, or weight capacity, and shall operate the Equipment only on ground conditions appropriate for that equipment (level, stable, adequate bearing capacity for forklifts and loaded trailers). Renter is solely responsible for evaluating whether the intended work site is suitable before use.

B.5: Daily Inspection & Maintenance

Renter shall perform a pre-use inspection before each day's use (fluid levels, tires, visible damage, safety devices, controls) and shall immediately remove the Equipment from service and notify the Company if any defect is found. Renter is responsible for routine fluids consumed during the Rental Period and shall return the Equipment with fluid levels matching pickup. Renter shall not perform any repair beyond routine fluid top-off without the Company's prior written approval.

B.6: Permits, Tickets & Road Use

Renter is solely responsible for any permits required to tow, transport, or operate the Equipment (including oversize-load permits) and for any tickets, citations, fines, or tolls incurred while the Equipment is in Renter's possession. The Company may pay any such charge billed to it and invoice Renter for the amount plus a \$50 administrative fee.

Acknowledgment & Signature

BY SIGNING BELOW, RENTER (AND, IF SIGNING ON BEHALF OF A BUSINESS, THAT BUSINESS JOINTLY) ACKNOWLEDGES THAT RENTER HAS READ THIS ENTIRE AGREEMENT, INCLUDING THE RELEASE OF LIABILITY (SECTION 5), ASSUMPTION OF RISK (SECTION 4), AND INDEMNIFICATION (SECTION 14); UNDERSTANDS THAT RENTER IS GIVING UP CERTAIN LEGAL RIGHTS; AND SIGNS VOLUNTARILY. THIS SIGNATURE GOVERNS EVERY RENTAL ORDER ISSUED TO RENTER ON OR AFTER THE DATE BELOW.

**Renter's Printed Name*

**Renter's Signature*

Company (If signing on behalf of a business)

Title

Renter's / Company e-mail address

**Renter's / Company phone number*

**Date*
