



Stag Power Rentals, LLC
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RENTAL POLICY & TERMS AND CONDITIONS

This Rental Policy and these Terms and Conditions apply to all equipment rentals from Stag Power Rentals, LLC ("SPR") and constitute a master agreement between SPR and any Customer who rents Equipment from SPR, now or in the future. Execution of a Rental Agreement referencing this Policy, or delivery of SPR's Equipment to Customer, whichever occurs first, constitutes Customer's acceptance of this Rental Policy and these Terms and Conditions.

A. SHIFT USE & RENTAL RATES

Single Shift Hours Allowed: Daily – 8 Equipment Hours (24 Hour Rental Period); Weekly – 40 Equipment Hours (7 Day Rental Period); Monthly – 160 Equipment Hours (28 Day Rental Period).

Shift Rate Explanation: Double Shift Rate = 1.5X Day / Week / Month Rate for 9–16 Hours/Day, 41–80 Hours/Week, or 161–320 Hours/Month. Triple Shift Rate = 2X Day / Week / Month Rate for 17+ Hours/Day, 81+ Hours/Week, or 321+ Hours/Month.

Rental rates specified on a Rental Agreement are estimated based upon Customer's representation of the estimated Rental Period; rates beyond the estimated Rental Period are subject to increase at SPR's sole discretion. Weekly and 4-week rental rates shall not be prorated. Additional hours beyond "one shift" will be charged per the applicable Rental Agreement rate.

B. DEPOSITS, PICKUP & DELIVERY

To secure performance of Customer's obligations under a Rental Agreement, Customer shall pay SPR an estimated deposit amount before taking possession of the Equipment. The Deposit will be refunded to Customer at the end of the Rental Period, subject to SPR's withholding or offset rights, provided Customer has performed all of its obligations under the Rental Agreement.

Customer is responsible for providing proof of return shipping of the Equipment within 24 hours of the end of the rental term; otherwise the weekly rate will apply. Labor rates apply for any repairs performed by SPR. Individual addresses must be provided for each generator location.

Fuel is assumed to be provided by Customer. Equipment must be returned with the same fuel level as delivered. Additional fuel required for replenishment will be charged to Customer at SPR's then-current fuel rate (subject to change). A fuel delivery fee may apply. Other refueling options are available upon request.

1. TERMS

Customer's rental of Equipment is conditioned upon Customer's acceptance of this Rental Agreement and these Rental Agreement Terms and Conditions. These Terms and Conditions constitute a master agreement between Stag Power Rentals ("SPR") and Customer, and shall also apply to and govern any and all Equipment rentals by Customer from SPR, now and in the future.

Customer's execution of a Rental Agreement, or delivery of SPR's Equipment to Customer, whichever occurs first, shall constitute Customer's acceptance of the Rental Agreement and these Terms and Conditions. No additions to or variations from these terms, whether contained in a purchase order, confirmation, or other Customer document, shall be binding upon SPR, and SPR hereby objects to all such additional or different terms.

"Customer" means the individual, firm, company, or other corporate entity (including its successors and/or permitted assignees) identified in a Rental Agreement who will lease Equipment from SPR and may be referred to as "Lessee," and includes any of its representatives, agents, officers or employees and anyone signing the Rental Agreement on Customer's behalf.

“Equipment” is the equipment and/or services identified on a Rental Agreement, together with all replacements, repairs, additions, attachments, manuals, instructions and accessories thereto and all future equipment rented from SPR. **“Site Address”** is the location that Customer represents the Equipment will be located during the Rental Period. **“Store”** is the SPR store location identified on the Rental Agreement. **“SPR”** is Stag Power Rentals and its affiliated companies, their respective members, officers, directors, employees and agents.

Customer shall pay SPR the rental rates (including any minimum rental identified in the Rental Agreement) and other charges described herein when due, shall return the Equipment to SPR as required herein, and shall otherwise comply with the Rental Agreement. The Rental Agreement is a true lease. SPR has title to the Equipment at all times. The Equipment (a) is and shall remain at all times the personal property of SPR, and (b) shall not be affixed to any real property or other personal property. Customer acquires no ownership, title, property, right, equity or interest in the Equipment other than its interest solely as lessee subject to all the terms and conditions of the Rental Agreement, including these Terms and Conditions.

2. PERMITTED USE

Customer shall be responsible at its sole cost and expense for all unloading, assembly, connection, disconnection, disassembly and loading of all Equipment. Customer agrees that SPR has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits.

Customer warrants that: (a) prior to each use, Customer has or will inspect the Equipment to confirm it is in good condition, without defects, includes readable decals and operating and safety instructions, and is suitable for Customer's intended use; (b) any apparent agent of Customer at the Site Address is authorized to accept delivery of the Equipment; (c) Customer shall immediately notify SPR if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, or threatened with seizure, or if an Incident occurs; (d) Customer has received from SPR all information needed or requested regarding the operation and/or maintenance of the Equipment; (e) Customer is responsible for providing all operator or other training required by law and/or for safe operation of the Equipment; (f) only authorized individuals shall use and operate the Equipment; (g) the Equipment's use shall be in a safe and careful manner, in compliance with all operational and safety instructions and all Federal, State and local laws and licenses, including but not limited to OSHA; and (h) the Equipment shall be kept in a secure location and manner.

Customer shall not remove, deface, or obscure ownership labels and shall keep the Equipment free from any markings or labeling which might be interpreted as a claim of ownership thereof by Customer.

3. PROHIBITED USE

Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions, or make any alterations, additions or improvements to the Equipment; (b) assign its rights under the Rental Agreement; (c) move the Equipment from the Site Address without SPR's prior written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication, nor allow use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

4. MAINTENANCE

Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, filters, cooling system, water, batteries and cutting edges, and cleaning, all in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by SPR, but SPR has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call in writing. If SPR determines that repairs to the Equipment are required, other than Ordinary Wear and Tear, Customer shall pay the full cost of repairs and rental of the Equipment until repairs are completed. “Ordinary Wear and Tear” means normal deterioration considered reasonable in the equipment rental industry for one shift use. SPR has the right to enter upon the premises and inspect the Equipment wherever located, and Customer grants SPR that right for the purposes set forth herein. SPR shall be responsible for repairs needed because of Ordinary Wear and Tear.

5. CUSTOMER LIABILITY

During the Rental Period, Customer assumes all risks associated with the possession, custody and operation of, and full responsibility for, the Equipment, including but not limited to personal injury, death, rental charges, losses, damages and

destruction from any cause whatsoever, including transport, loading and unloading. An "Incident" is any fine, citation, theft, accident, casualty, loss, injury, death or damage to person or property claimed by any person or entity that appears to have occurred in connection with the Equipment or its use or operation.

After an Incident, Customer shall (a) immediately notify ambulance, fire department, hazardous material, police, and/or other emergency response personnel if necessary, SPR, and Customer's insurance carriers; (b) secure and maintain the Equipment and surrounding premises in the condition existing at the time of the Incident until SPR or its agents investigate; (c) immediately submit to SPR copies of all police or other third-party reports; and (d) pay SPR, in addition to other sums due, the rental rate for the Equipment until repairs are completed or Equipment replaced, plus (i) the manufacturer's suggested list price on the date of loss of any lost or destroyed Equipment, or (ii) the full cost of repairs of damaged Equipment. Accrued rental charges are due and payable in addition to any charges for lost, destroyed or damaged Equipment. SPR shall have the immediate right, but not the obligation, to reclaim any Equipment involved in an Incident.

6. NO WARRANTIES

Customer agrees and acknowledges that SPR does not design or manufacture the Equipment and is not the agent of any party that does. SPR makes no and disclaims all representations and warranties, express or implied, with respect to the Equipment, including but not limited to its durability, quality, capacity, condition, compliance with any applicable law, merchantability, or fitness for any particular purpose. Customer acknowledges acceptance of the Equipment on an "as is, where is" basis, with "all faults" and without any recourse whatsoever against SPR. Customer assumes all risks associated with the Equipment and its operation or use, and hereby waives and releases any and all claims against SPR for any and all liabilities and damages, including but not limited to lost profits, personal injury, and special, indirect, incidental and consequential damages, in any way connected with the Equipment, its operation or use, or any defect or failure thereof, or any breach of SPR's obligations herein.

7. INDEMNIFICATION

Customer agrees to and shall defend, indemnify and hold harmless SPR and its representatives, partners, members, directors, officers, agents and employees from and against any and all claims, losses, damages, demands, injuries, judgments, causes of action, suits, and liability of every kind, including expenses of litigation, court costs and attorney's fees, arising out of Customer's rental of the Equipment, the Equipment's condition, operation, use or failure, or the Rental Agreement, including claims due to negligence, gross negligence, breach of warranty, breach of contract, or violation of any statute, rule or regulation by Customer, its employees, agents, or any subcontractor of any tier.

Where applicable under Subchapter C of Chapter 151 of the Texas Insurance Code, Customer's indemnification obligations shall be construed and limited in accordance with that subchapter, excluding claims relating to bodily injury or death of a Customer employee as separately addressed above. Customer's indemnity obligations shall survive the expiration or termination of the Rental Agreement.

8. INSURANCE

During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage with reasonably respectable insurance companies: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities under Section 7; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the manufacturer's suggested list price, unless the Rental Protection Plan is elected and paid for; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), if the Equipment is to be used on any roadway.

Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation rights against SPR, name SPR as an additional insured and loss payee (except as to worker's compensation), and provide SPR at least 30 days' prior written notice of cancellation or material change. Insurance shall not exclude boom damage or overturns. Customer shall provide SPR with certificates of insurance evidencing the required coverage prior to any rental and at any time upon SPR's request. The insurance required herein does not relieve Customer of its other responsibilities, indemnification, or obligations under the Rental Agreement.

9. RENTAL PROTECTION PLAN ("RPP")

If offered and elected by Customer on the Rental Agreement, and the Equipment is lost, stolen, damaged or destroyed, provided the RPP Conditions are satisfied and no RPP Exclusion applies, the amounts SPR may recover from Customer for Equipment loss, theft, damage or destruction are limited to reduced percentages of the manufacturer's suggested list price or repair cost, as set out in the applicable Rental Agreement. The RPP is not insurance and does not protect Customer from liability to SPR or others arising out of possession, use or operation of the Equipment, including injury, death or damage to persons or property, and provides no coverage or funds for liabilities assumed by Customer under the Rental Agreement.

RPP Conditions include, without limitation: Customer's acceptance of the RPP; payment of the applicable RPP fee as a percentage of gross rental charges; Customer's account being current at the time of loss; and no RPP Exclusion applying. **RPP Exclusions** include, without limitation, loss, theft, damage or destruction due to unauthorized operation, misuse or abuse, collision or overturning, unreported vandalism or theft, loading/unloading/transportation incidents, acts of God, radiation or hazardous material contamination, and seizure by governmental authority. Recovered lost or stolen Equipment remains SPR's property regardless of any payments made by Customer or its insurer. SPR is subrogated to Customer's recovery rights for any loss, theft, damage or destruction of the Equipment.

10. RENTAL RATES

Total charges specified in a Rental Agreement are estimated based on Customer's representation of the estimated Rental Period; rates beyond that period are subject to increase at SPR's sole discretion. In the case of an emergency power outage at Customer's Site Address, Customer may have unlimited use of the Equipment for no additional fees until normal power resumes, and shift-use references are not applicable during that period. Customer is responsible for all rental rates, fees, licenses and taxes based on Customer's use of the Equipment; delivery and pickup costs; maintenance, repairs and replacements; cleaning fees if requested; fees for lost keys; fuel used during the Rental Period; fines for use of dyed diesel fuel in on-road equipment; any applicable Environmental Fee; and any other costs or expenses set forth as Customer's responsibility.

11. PAYMENT

Customer shall pay all deposits, shipping charges, taxes and rental charges for the rental period up to 4 weeks upon receipt of SPR's invoice and in advance of delivery of the Equipment. If the Rental Period exceeds 4 weeks, SPR shall invoice Customer in advance each month for each subsequent period. Payment in full of all invoices is due upon receipt unless otherwise provided, but in no event later than 30 days after the invoice date. Customer must notify SPR in writing of any disputed amounts within seven (7) days of receipt of the invoice with sufficient supporting detail, or Customer shall be deemed to have irrevocably waived its right to dispute such amounts, unless otherwise prohibited by law.

At SPR's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required, and the Equipment may be picked up without notice. Interest at the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on delinquent accounts until paid in full. A security deposit in the amount of the applicable rental charge is due in advance of delivery and may be applied to offset any charges due under the Rental Agreement.

12. RETURN OF EQUIPMENT

The Rental Period commences according to the Rental Agreement's rental start date and continues until the contracted rental end date or return of the Equipment to SPR's custody, whichever comes later, and until SPR confirms the Equipment is returned in the condition required herein. Customer shall cause the Equipment to be returned in the same condition received, less Ordinary Wear and Tear, free of hazardous materials and contaminants, free and clear of all liens, and in compliance with applicable law.

If SPR delivered the Equipment, Customer shall notify SPR when the Equipment is ready for pickup at the Site Address and obtain a Pick Up Number. No pickups occur on Sundays; Saturday pickups depend on Store hours. If the Equipment is not returned by the estimated end of the Rental Period, Customer shall continue to pay SPR's current rental rate until the end of the Rental Period, in addition to any other liability provided under the Rental Agreement.

13. DEFAULT

Customer shall be in default if Customer at any time: fails to pay sums when due; fails to keep the Equipment in good repair and safe working order; allows a lien or encumbrance against the Equipment; moves the Equipment from the Site Address without

consent; breaches any provision of the Rental Agreement; becomes a debtor in bankruptcy or receivership; places the Equipment at risk if SPR, in good faith, deems itself insecure; or is in default under any other contract with SPR.

Upon default, SPR shall have all rights and remedies at law or in equity, including the right to repossess the Equipment without judicial process or prior notice, declare all sums due immediately payable, refuse to perform repairs or replacements, refuse to rent additional Equipment to Customer, and terminate the Rental Agreement as to any or all Equipment. Customer shall pay all of SPR's costs and expenses, including reasonable collection costs, court costs and attorney's fees, incurred in exercising its rights or remedies. Customer agrees that SPR's repair or replacement of the Equipment is Customer's sole and exclusive remedy for SPR's default under the Rental Agreement. Customer does not have the right to terminate a Rental Agreement without SPR's express prior written consent.

14. ENVIRONMENTAL FEE

If a Rental Agreement includes an Environmental Fee, Customer shall pay same. This fee is not a tax or governmentally mandated charge; it is an additional fee for rental of the Equipment which may be used to defray costs incurred to comply with federal, state and local environmental regulations and/or environmental-related expenses, such as waste disposal or proper fuel storage and use. The fee is not designated for any particular use and may be used by SPR for any other purpose, at its discretion.

15. LIMITATION OF SPR'S LIABILITY

In consideration of the rental of the Equipment, Customer agrees that SPR's aggregate liability under a Rental Agreement, including any liability arising from SPR's or any third party's comparative, concurrent, contributory, passive or active negligence, or that arises from any strict or absolute liability, shall not exceed the total rental charges paid by Customer under that Rental Agreement.

16. COMPLIANCE WITH EXPORT AND IMPORT LAWS

Removal of the Equipment from the United States is prohibited under the Rental Agreement absent SPR's prior written consent and an executed amendment. Customer agrees that the Equipment is subject to and must comply with U.S. export control laws and regulations, including the Export Administration Regulations, and that Customer is responsible for determining and obtaining any required export/re-export licenses or authorizations, any documentation necessary for return of the Equipment, and ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for further information.

17. TAX BENEFITS

Customer shall not take or omit to take any action that results in the disqualification of the Equipment for, or recapture of, all or any portion of tax benefits to SPR. Customer shall be responsible for and pay SPR for any cost, expense, loss, damage or other financial impact to SPR caused by, resulting from, or arising out of, directly or indirectly, a breach of any representation, warranty or covenant of Customer.

18. FORCE MAJEURE

SPR shall not be liable for damages, and shall not be in default under the Rental Agreement, by reason of any failure or delay in delivery of Equipment or any other obligation due to governmental preference, priority, allocation or allotment orders, strikes, lockouts, labor shortages, fire, flood, war, embargo, riot, acts of a public enemy, pandemic, epidemic, quarantine restrictions, natural disaster or other casualty, government regulations or requirements, shortages or unavailability of raw materials, supplies, fuel, power or transportation, delay of carriers, unusually severe weather, acts of God, or any other cause beyond SPR's reasonable control. SPR shall have such additional time to perform as may be reasonably necessary under the circumstances.

19. CONFIDENTIALITY

Customer acknowledges that SPR has provided and will provide Customer with Confidential Information, and agrees to hold all Confidential Information in confidence at all times, and not disclose it to anyone other than Customer's employees who agree to these confidentiality provisions, without SPR's express written permission. "Confidential Information" means any pricing

information or pricing methodologies of SPR, or any information or material relating to the business, products, services, research or development, clients or customers of SPR, or similar information of a third party entrusted to SPR. These confidentiality obligations survive the expiration or termination of the Rental Agreement.

20. NOTICE

Unless otherwise specifically provided, all notices and communications under a Rental Agreement shall be in writing and shall be deemed duly served and given when received after being delivered by hand or overnight delivery service, electronic mail, or on the third day after being sent by registered or certified mail (postage prepaid) to the contact and address set forth in the Rental Agreement.

21. GENERAL

A Rental Agreement and these Terms and Conditions constitute the entire agreement between Customer and SPR, and supersede any prior or contemporaneous offers, agreements, representations or understandings, verbal or written. They may not be modified except in writing signed by authorized representatives of the parties, and no covenant or condition may be waived except with SPR's written consent. SPR's rights and remedies are not exclusive and are in addition to any rights and remedies provided by law. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas, notwithstanding any conflict-of-law rules. Venue for any legal action arising out of or related to a Rental Agreement or these Terms and Conditions shall be in Harris County, Texas.

By signing a Rental Agreement referencing this Policy, Customer certifies that the signatory is authorized to enter into the Rental Agreement on behalf of Customer, and is authorized, when invoiced, to arrange for payment in full of all amounts as they become due and payable. This Rental Policy and Terms and Conditions are incorporated into and made a part of every Rental Agreement issued by Stag Power Rentals, LLC.

Signature: _____

Date: _____

Printed Name: _____

Title: _____