

RENTAL CONTRACT TERMS AND CONDITIONS

This Rental Agreement ("Agreement") is made between the Lessor, Miller Homes LLC dba Miller Rents, and the Lessee (the individual or entity renting the equipment), subject to the following terms and conditions:

1. **INSPECTION OF EQUIPMENT:** The Lessee acknowledges that they have personally inspected the equipment, found it suitable for their needs, and confirmed it is in good working condition. The Lessee agrees to inspect the equipment before each use and report any defects to Miller Rents immediately.
2. **EQUIPMENT MALFUNCTION:** Should the equipment become unsafe or defective, the Lessee agrees to discontinue use and notify Miller Rents immediately. Miller Rents will attempt to replace the faulty equipment with similar working equipment, if available. Miller Rents is not liable for delays or any incidental damages that may result from equipment failure.
3. **NO WARRANTIES:** Miller Rents makes no warranties, express or implied, regarding the equipment's suitability for any particular use, nor that the equipment is free from defects. The Lessee rents the equipment "as-is."
4. **LIABILITY AND INDEMNIFICATION:** The Lessee assumes all risks related to the use of the equipment. The Lessee agrees to indemnify and hold harmless Miller Rents and all its affiliates, directors, officers, agents, employees, assigns, and successors from and against all claims, demands, actions, liabilities, obligations, losses, liens, costs, or expenses (including attorney's fees), damages, fines, or penalties whatsoever. Including those by third parties, for personal injuries, property damage, or losses arising from the use, maintenance, delivery or return of the equipment. This includes any legal fees incurred in defending such claims.
5. **PROHIBITED USES:** The following uses of the equipment are prohibited and constitute a breach of this Agreement:
 - A) Illegal activities or use in violation of any law.
 - B) Improper or unintended use, including misuse or abuse.
 - C) Use by any person other than the Lessee, without prior written permission from Miller Rents.
 - D) Use at a location other than the agreed-upon rental address, except for trailers.
6. **ASSIGNMENTS, SUBLEASES, AND LOANS:** Miller Rents may assign its rights under this Agreement without the Lessee's consent but remains bound by the

Agreement's obligations. The Lessee may not sublease or lend the equipment without written permission from Miller Rents.

7. **RETURN OF EQUIPMENT:** The Lessee's right to use the equipment ends at the expiration of the rental period. Failure to return the equipment promptly is a material breach of this Agreement. Lessee shall return the Equipment or arrange delivery of the Equipment to Miller Rents during normal business hours, or by scheduled appointment approved by Miller Rents, in the same condition and repair as when received, subject only to ordinary wear and tear. If the Equipment is returned to Miller Rents in an unacceptable condition, Lessee shall pay Miller Rents, upon receipt of an invoice, all charges, as applicable, for cleaning, servicing, refueling, repairs, and replacements necessary to restore the Equipment to acceptable condition. The rental term will continue while any of the Equipment is being restored to acceptable condition, and Lessee shall make lease payments until all repairs and service are complete. The Lessee is liable for any damages incurred due to late returns.
8. **DAMAGED OR LOST EQUIPMENT:** The Lessee is responsible for any loss or damage to the equipment while it is in their possession. Equipment damaged beyond repair will be charged at its replacement cost; this includes theft. The lessee acknowledges responsibility for any damage to glass, sheet metal or components including cosmetic damages such as paint or finish damage caused by abrasion, chemicals, and paint overspray. The Lessee is responsible for tire damage outside of normal wear & tear, including flat repairs, wear parts such as the replacement of cutting edges, bucket or ripper teeth to restore to "as rented" conditions. Lessee is responsible for servicing and maintaining the equipment as required and specified including daily inspections of the unit, checking & maintaining correct fluid levels, and lubrication of all required areas at required intervals. Lessee agrees to return the equipment in clean condition & fully fueled. The lessee agrees to pay all service charges that may incur to return equipment to "as rented" conditions.
9. **DAMAGE WAIVER:** Miller Rents charges a 15% damage waiver fee on all rentals. This waiver does not cover negligence or misuse. The Lessee may decline the waiver ONLY by providing qualified proof of insurance covering the equipment. If lessee does not provide or possess qualified proof of insurance, lessee is required to purchase Rental Damage Waiver Insurance from Miller Rents. On or before the Start Date, and at such other times as Miller Rents may request, Lessee shall provide a certificate of insurance evidencing the maintenance of the qualifying insurance. If Lessee does not procure and/or maintain the insurance covering the equipment,

Miller Rents may procure such insurance, and Lessee shall pay the cost thereof to Miller Rents upon demand.

10. **THEFT OF EQUIPMENT:** The Lessee agrees to pay for the equipment at its replacement value if lost or stolen while in their possession. The damage waiver does not cover theft.
11. **PAYMENT OF FEES:** The Lessee agrees to pay all rentals fees, service charges, and any late fees. All overdue accounts may incur service charges, and the Lessee will be responsible for any collection or legal fees Miller Rents incurs.
12. **REPOSSESSION:** If the Lessee fails to pay or breaches this Agreement, Miller Rents may terminate the Agreement and repossess the equipment without notice. The Lessee waives any claims arising from such repossession.
13. **NO REPRESENTATION OF MANUFACTURER:** The Lessee acknowledges that Miller Rents is not the manufacturer of the equipment and assumes no liability for any defects in the equipment itself.
14. **LOADING AND UNLOADING EQUIPMENT:** If Miller Rents assists in loading and unloading the equipment, the Lessee assumes all risks for any damage or injury that may result.
15. **TRAILER HITCH INSPECTION:** The Lessee agrees to inspect trailer hitches and safety chains before each use and maintain them in a secure condition.
16. **ACCIDENT NOTIFICATION:** In the event of an accident involving the equipment, the Lessee must notify Miller Rents immediately.
17. **LIABILITY FOR OVERDUE ACCOUNTS:** All accounts are due at the beginning of the rental period unless approved written agreement from Miller Rents is obtained. A service charge may be applied to overdue accounts, and Miller Rents reserves the right to pursue collection for unpaid balances.
18. **LATE FEE:** If Lessee does not pay any amount payable to Miller Rents under this agreement by the due date, Lessee shall pay Miller Rents a late fee equal to 5% of the amount past due. Late fees will be cumulative, and all payments will be applied first toward accrued late fees and second toward rent.