

## **EASY STREET EQUIPMENT RENTAL CORP.**

**RENTAL CONTRACT TERMS AND CONDITIONS.** This Rental Agreement (“Agreement”) is made between Easy Street Equipment Rental Corp. (“Lessor”) and the individual or entity renting the equipment (“Lessee”), subject to the following terms and conditions. By signing a Rental Contract, accepting delivery of equipment, or clicking “I Agree” in an online checkout, the Lessee acknowledges that they have read, understood, and agree to be bound by this Agreement.

**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 promptly report any defects or unsafe conditions to the Lessor.

**2. EQUIPMENT MALFUNCTION.** If the equipment becomes unsafe, defective, or appears to malfunction, the Lessee agrees to discontinue use immediately and notify the Lessor. The Lessor will attempt to repair or replace the faulty equipment with similar working equipment, if available. The Lessor is not liable for delays or any incidental, consequential, or special damages that may result from equipment failure or unavailability.

**3. NO WARRANTIES.** The Lessor makes no warranties, express or implied, regarding the equipment’s suitability for any particular use or that the equipment is free from defects. The Lessee rents the equipment “AS IS”. Any warranties implied by law, including any implied warranties of merchantability or fitness for a particular purpose, are expressly disclaimed to the fullest extent permitted by law.

**4. LIABILITY AND INDEMNIFICATION.** The Lessee assumes all risks related to the transportation, use, operation, maintenance, and return of the equipment. The Lessee agrees to indemnify, defend, and hold harmless the Lessor from and against any and all claims, demands, actions, damages, losses, liabilities, and expenses, including reasonable attorneys’ fees, arising out of or related to: (i) Personal injuries and/or death; (ii) Property damage; or (iii) Other losses resulting from or connected with the equipment or its use, operation, maintenance, loading, unloading, or transport, except to the limited extent caused by the Lessor’s gross negligence or willful misconduct.

**5. PROHIBITED USES.** The following uses of the equipment are prohibited and constitute a material breach of this Agreement: (i) Use in any illegal activity or in violation of any law, regulation, or ordinance; (ii) Improper, abusive, or unintended use of the equipment, including misuse or neglect; (iii) Use by any person other than the Lessee, without the Lessor’s prior consent, which may be written, electronic, or noted on the Rental Contract; or (iv) Use at any location other than the agreed-upon rental address or jobsite, except for reasonable transport to and from such location or as otherwise stated on the Rental Contract.

**6. ASSIGNMENTS, SUBLEASES, AND LOANS.** The Lessor may assign its rights under this Agreement without the Lessee's consent but shall remain bound by the Lessor's obligations under this Agreement unless expressly assumed by the assignee. The Lessee may not sublease, assign, lend, or otherwise transfer possession or control of the equipment to any third party without the Lessor's prior written consent.

**7. RETURN OF EQUIPMENT.** The Lessee's right to use the equipment ends at the expiration of the rental period stated in the Rental Contract or upon earlier termination of this Agreement by the Lessor following a breach. Failure to return the equipment promptly is a material breach of this Agreement. The equipment must be returned to the Lessor in the same condition as when received, subject to normal wear and tear. The Lessee is liable for any additional damage, excessive wear, or costs arising from late return.

**8. DAMAGED OR LOST EQUIPMENT.** The Lessee is responsible for any loss of or damage to the equipment while it is in the Lessee's possession, custody, or control. If the equipment is damaged, the Lessee will be charged for the cost to repair it to its prior condition. If the equipment is damaged beyond repair, or not economically repairable in the Lessor's judgment, the Lessee will be charged the replacement cost of comparable equipment, plus any associated costs such as transportation, inspection, and decontamination.

**9. DAMAGE WAIVER.** The Lessor offers a separate Rental Damage Waiver Program ("Damage Waiver") on all rentals. The Damage Waiver charge is assessed as a percentage of the normal rental price. The Lessee may decline the Damage Waiver only upon proof of insurance covering the equipment. The terms, conditions, exclusions, limits, and definitions applicable to any Damage Waiver are set forth in the Easy Street Rental Damage Waiver Terms and Conditions (the "Damage Waiver Policy"). The Damage Waiver Policy is fully incorporated by reference into this Agreement for any rental where Damage Waiver is offered and elected by the Lessee, and this Agreement is likewise fully incorporated by reference into the Damage Waiver Policy. In the event of any inconsistency between this Agreement and the Damage Waiver Policy regarding the scope of Damage Waiver coverage and exclusions, the provision more protective of the Lessor shall control. This Agreement alone does not grant any Damage Waiver protection. Any summary of Damage Waiver that may appear on a Rental Contract or invoice is for convenience only.

**10. THEFT OF EQUIPMENT.** The Lessee agrees to pay for the equipment at its replacement value if it is lost or stolen while in the Lessee's possession, custody, or control. The Lessee must immediately notify the Lessor of any suspected theft and promptly notify law enforcement, obtain a police report, and provide a copy to the Lessor. The foregoing "Notice" must occur within two (2) calendar days after the Lessee learns any equipment has been lost or stolen. Any Damage Waiver election, if applicable, will be subject to the Damage Waiver Policy, which may exclude or limit coverage. The Lessee remains liable for all amounts not waived under the Damage Waiver Policy.

**11. PAYMENT OF FEES.** The Lessee agrees to pay all rental charges, service charges, taxes, and any other fees specified in the Rental Contract or invoice, including but not limited to: (i) Base rental fees; (ii) Delivery, pickup, and environmental or other surcharges; (iii) Cleaning, refueling, and repair charges; (iv) Late fees; and (v) Damage Waiver charges, as applicable.

**12. REPOSSESSION.** If the Lessee fails to pay any amount when due, breaches this Agreement, or uses the equipment in a Prohibited Use, the Lessor may, at its option, terminate the Agreement and repossess the equipment without notice, to the extent permitted by law. The Lessee authorizes the Lessor to enter any premises where the equipment is located for the purpose of repossession. To the fullest extent permitted by law, the Lessee waives any claims against the Lessor arising from such repossession, except for the Lessor's gross negligence or willful misconduct. The Lessee agrees to fully reimburse the Lessor for any costs, fees, and expenses related to any repossession of equipment.

**13. NO REPRESENTATION OF MANUFACTURER.** The Lessee acknowledges that the Lessor is not the manufacturer of the equipment and that the Lessor does not make, and expressly disclaims, any express or implied representations or warranties on behalf of the manufacturer. The Lessee assumes all risks relating to any defects in the design or manufacture of the equipment, to the extent permitted by law.

**14. LOADING AND UNLOADING EQUIPMENT.** If the Lessor or its personnel assist the Lessee with loading or unloading the equipment, the Lessee assumes all risks of any damage or injury that may result from such assistance. Such assistance is provided solely as a courtesy and does not alter the allocation of risk in this Agreement.

**15. TRAILER HITCH INSPECTION.** Where applicable, the Lessee agrees to inspect all trailer hitches, couplers, safety chains, electrical connections, and related components before each use and to maintain them in a safe and secure condition at all times. The Lessee is responsible for ensuring that the towing vehicle and hitch are properly rated and equipped for the trailer and load.

**16. ACCIDENT NOTIFICATION.** In the event of any accident, injury, property damage, or incident involving the equipment, the Lessee must immediately notify the Lessor and, where appropriate, law enforcement or emergency services. The foregoing Notice must occur within two (2) calendar days after the Lessee learns of any accident, injury, property damage, or incident involving the equipment. The Lessee agrees to cooperate fully with the Lessor and any insurer in investigating and handling any related claim.

**17. LIABILITY FOR OVERDUE ACCOUNTS.** All accounts are due at the end of the rental period unless otherwise stated in the Rental Contract. A service charge may be applied to overdue accounts at the maximum rate permitted by law. The Lessor reserves the right to pursue collection of any unpaid balances, and the Lessee will be responsible for all reasonable collection expenses, costs, and legal fees incurred by the Lessor.

**18. GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict-of-law rules. Any lawsuit or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Nassau or Suffolk County, New York, and the Lessee consents to the personal jurisdiction of such courts.

**19. INTERPRETATION; NO CONTRA PROFERENTEM.** The headings in this Agreement are for convenience only and do not affect its interpretation. The parties intend that this Agreement be construed fairly, in accordance with its plain meaning and without strict construction in favor of or against either party. To the fullest extent permitted by applicable law, no presumption or rule that ambiguities are to be construed against the drafter shall apply to this Agreement or any related documents between the parties hereto.

**20. AMENDMENT AND WAIVERS.** No amendment or waiver of any provision of this Agreement nor consent to any departure therefrom shall in any event be effective unless the same shall be in writing and signed by the parties, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which given, and shall not operate as a waiver of, or estoppel with respect to, any subsequent or other breach of such provision or be deemed to be or constitute a waiver of any other provision hereof. The failure by a party to insist upon strict adherence to any provision of this Agreement on one or more occasions shall not be considered a waiver or deprive it of the right thereafter to insist upon strict adherence to that provision of any other provision of this Agreement.

**21. WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.