

HERC SUPPLEMENTAL TERMS AND CONDITIONS FOR RENTAL OF EQUIPMENT

These Herc Supplemental Terms and Conditions for Rental of Equipment dated _____ (“Rental Terms”) supplement and amend the terms of the Master Services Agreement or other agreement (“Agreement”) between Herc Rentals Inc. (“Herc”) and the customer referenced in the signature block below (“Customer”) for the purpose of governing equipment rental transactions between the parties, as agreed on an applicable order document. These Rental Terms, the Agreement and an applicable order document for the lease or rental of equipment are collectively referred to herein as the “Rental Documentation.” In the event of any conflict between these Rental Terms and those contained in any Rental Documentation, these Rental Terms shall govern.

1. **RIGHTS TO THE EQUIPMENT:** Customer represents that the equipment herein is to be used solely and exclusively for business or commercial purposes. The equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer the equipment or any rights or obligations under the Rental Documentation. Neither Customer nor any operators are agents of Herc. No one may perform major service, repair, or alter the equipment without Herc's prior written approval except for emergencies, which threaten life or property. Customer will not suffer any liens or encumbrances to attach to the equipment and will defend, indemnify and hold Herc harmless from all loss, liability and expense by reason thereof.
2. **RENTAL CHARGES:** Customer and Herc hereby agree to the equipment and pricing as detailed on the Pricing Schedule to the Agreement and Customer agrees to be responsible for all applicable fees and charges as published at HercRentals.com, including without limitation, environmental and emissions, refueling, vehicle licensing fees and transportation charges. Any equipment that is ordered locally at a Herc branch or other such location, that is not on the list of equipment in the Pricing Schedule of the Agreement will be negotiated locally at time of rental, up to an amount not to exceed the then-current list price for a standard rental shift, plus any additional hours, as published at HercRentals.com. Customer agrees to be liable for all payments due for such local rentals.
3. **OPERATION OF THE EQUIPMENT.** Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the equipment: Customer's employees in the course of such employee's regular employment, and Customer's Owners and agents during the course of performing work for Customer. Customer and all Authorized Operators must be properly qualified to operate the equipment and have a valid operator's license with respect to the equipment where required by law. Use of the equipment by persons other than as provided for in this Paragraph will be at Customer's sole risk.
4. **CUSTOMER'S RESPONSIBILITIES.** Customer must return the equipment to Herc in the same good and clean condition it was in when Customer received it, ordinary wear excepted. The equipment must be returned to Herc at the Herc branch from which it was rented. Customer acknowledges that it must confirm return receipt of the equipment by Herc at the time the equipment is returned. Until such time as Herc receives actual possession of the equipment, Customer agrees to hold said equipment in a safe and secure manner. Customer shall notify the renting branch by telephone or fax, prior to any equipment movements between Customer's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will promptly notify Herc of any accident, damage or failure involving the equipment and will reasonably cooperate with Herc in gathering information in connection therewith. Customer will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer further agrees, at Customer's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Herc.
5. **RISK OF LOSS.** All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the full value of the Equipment at the

time it is lost or damaged, less its salvage value, plus an administrative fee and Herc's related expenses, such as loss of use, appraisal fees or recovery costs. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.

6. CUSTOMER'S INSURANCE OBLIGATIONS Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of \$1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or umbrella/excess basis, afforded to Herc shall be primary to, and non-contributory with, any other insurance on which Herc is a named insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis, to the furthest extent permitted by law. Further, such primary and non-contributory protection shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state noted above. Such protection will conform to the basic requirements of the applicable No-Fault law, BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BYLAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state noted above; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$1 million per occurrence and \$2 million in the aggregate. Customer shall name Herc as an additional insured for all claims and liability arising out of the maintenance, operation, or use by the Customer of equipment leased to Customer by Herc (providing coverage equal or greater than the standard ISO CG 20 28 11 85). Such insurance shall be primary and non-contributory to any other insurance maintained by Herc. Customer further agrees that the amount of insurance available to Herc shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this agreement. In the event any policy provided in compliance with this agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this agreement is intended to restrict or limit the breadth of such insurance; and (3) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), while in your care, custody and control. Customer shall carry workers compensation and employers' liability insurance with at least a per occurrence limit of \$1 million. Customer shall name Herc as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that Herc must receive not less than 30 days' notice prior to any cancellation. Customer shall provide Herc with documented proof of all required insurance coverage. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.

7. RENTAL PROTECTION PLAN OPTION. Herc Rentals Inc. or its affiliate ("Herc") may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. Customer must either show proof of Property Insurance as required in Section 9 hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1)

CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 9. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

8. **INDEMNIFICATION.** Customer will defend, indemnify and hold harmless Herc, its subsidiaries, parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of Customer, with respect to maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment, or Customer's failure to comply with the terms of this Agreement. The indemnities stated herein are the sole and exclusive indemnification obligations for equipment rental transactions under the Agreement for both parties. All other indemnification obligations included within the terms of the Agreement are hereby disclaimed for equipment rentals under the Agreement.
9. **REMEDIES.** In case of default by Customer, or if Herc deems itself insecure, Herc may, without waiver of any other rights and remedies, peaceably enter the premises after reasonable notice to the manager of the facility where the equipment is located and render it inoperative or remove same.
10. **WARRANTIES AND REMEDIES.** Herc warrants that the equipment, upon delivery to Customer, will be in good mechanical and merchantable condition. Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement if Customer does not notify Herc in writing within 48 hours of delivery of the Equipment of any problem with the Equipment. If the equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will notify Herc within 48 hours of delivery, whereupon Herc will suitably replace the equipment as soon as is reasonably possible during Customer's normal operations. Customer's payment obligations shall commence on delivery of the replacement equipment or the repaired equipment. If Herc removes the equipment, it shall no longer be subject to the Agreement. Customer shall pay to Herc all amounts due for damage to equipment which is the responsibility of Customer. Customer agrees to provide reasonable access to the equipment to Herc's representatives. **The foregoing is in lieu of (i) all warranties, express, implied or statutory, including but not limited to the implied warranty of merchantability and the implied warranty of fitness for a particular purpose; and of (ii) all obligations or liability on the part of Herc for damages. Customer waives all indirect, incidental and consequential damages arising out of or in connection with the renting, maintenance, use, operation, storage, erection, dismantling or transportation of the equipment.**

11. **REFUELING OPTIONS.** Herc agrees to provide the equipment to Customer with full fuel tanks. Customer may return the equipment with full fuel tanks(s) or allow Herc to refuel the equipment. If Customer returns the equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then-applicable refueling service charge posted at the Herc branch where the equipment is returned for the number of gallons required to refill the tank(s) at the time of return.
12. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

{Insert Customer Name}

By: _____

Name: _____

Title: _____

Herc Rentals Inc.

By: _____

Name: _____

Title: _____