

## Tool Rental Agreement General Terms and Conditions

- 1. GENERAL RESPONSIBILITIES.** This Rental Agreement ("Agreement") is between Wabash 2 Properties LLC, DBA North Texas Bed Bug Solutions, Inc. and the customer identified on the invoice ("Customer"). For the purpose of this agreement Wabash 2 Properties LLC, DBA North Texas Bed Bug Solutions, Inc. will be identified as "NTBBS". NTBBS will provide Customer the equipment identified on the invoice (the "Equipment") "as is" and in good working condition for the time ("Rental Period") and rental subtotal price identified on the invoice ("Rental Price"). **Customer agrees to return the Equipment prior to the expiration of the Rental Period, or to pay the additional rental fees described in Section 3 of this Agreement.**
- 2. PAYMENT.** Customer shall pay the deposit identified on the invoice ("Deposit"), without any offsets, in full at the time of rental using a payment card approved by NTBBS ("Customer Card"). Customer shall pay the Rental Price, without any offsets, in full at the time of return using a Customer Card. Customer must notify NTBBS in writing of any disputer amounts, including credit card charges, within four (4) days after the receipt of The NTBBS rental contract/invoice, or Customer shall be deemed to have irrevocably waived its right to dispute such amounts.
- 3. DEFAULT AND REMEDIES.** To extend a Rental Period, Customer must contact NTBBS within four days of the expiration of the Rental Period. Should Customer fail to timely return the Equipment at the conclusion of the Rental Period and/or fail to return the Equipment in as good order and condition as we received, the Customer shall be in the default. **If the Equipment is not returned prior to expiration of the Rental Period, Customer will incur and be charged an additional rental fee in the amount identified on invoice on a weekly, recurring basis ("Additional Rental Fees") until either (i) the Equipment is returned, or (ii) the 30<sup>th</sup> day after the Rental Period expires, whichever occurs first. As of the 30<sup>th</sup> day after the Rental Period expires, NTBBS may take such steps as permitted by law to secure return of the Equipment and/or the reasonable value of the Equipment based on the condition of the Equipment at the beginning of the Rental Period.** In such event, Customer shall reimburse NTBBS for all costs incurred including, without limitation, reasonable attorney fees. CUSTOMER EXPRESSLY AGREES AND HEREBY AUTHORIZES NTBBS TO CHARGE TO THE CUSTOMER CARD ALL AMOUNTS SHOWN ON THE INVOICE, AND ALL CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER UNDER OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMGE TO THE EQUIPMENT, EXTENSION OF THE RENTAL PERIOD, REPAIR COSTS, AND ANY CHARGES INCURRED FOR FAILURE TO TIMELY RETURN THE EQUIPMENT, INCLUDING ANY ADDITIONAL RENTAL FEES AND/OR EQUIPMENT REPLACEMENT FEES, NOT TO EXCEED \$10,000. Customer agrees that a service of 1.5% per month, or the maximum rate permitted by law, shall be assessed on all delinquent accounts, until paid in full. Deposits will be returned only after all amounts payable to NTBBS are paid in full. If Customer's payment towards the account is returned, denied, or otherwise unable to be processed, the balance due may be sent to a 3<sup>rd</sup> party collection agency on the 31<sup>st</sup> day after the Rental Period expires. CUSTOMER HEREBY AGREES THAT CUSTOMER IS NOT ENTITLED TO NOTICE OF DEFAULT OR NOTICE OF ANY ACTION OF ENFORCEMENT BY NTBBS OTHER THAN WHAT IS EXPRESSLY PROVIDED FOR UNDER THIS AGREEMENT. Should NTBBS fail to meet any of its obligations under this Agreement, Customer's only remedy is repair or replacement of deficient Equipment or to receive, at NTBBS option, a rental charge adjustment.
- 4. PERMITTED USE.** Customer shall (a) maintain possession of the Equipment during the Rental Period and shall not sublease or transfer the Equipment or this Agreement; (b) keep the Equipment free and clear of all liens, charges and encumbrances; (c) use the Equipment only for its customary purpose and immediately discontinue use of the Equipment if it becomes unsafe and/or in a state of disrepair; (d) use the Equipment in compliance with all applicable laws and regulations; and (d) return the Equipment to The NTBBS in as good order and condition as when received.
- 5. PROHIBITED USE.** Customer shall not (a) alter or cover up any decal or insignia on the Equipment or remove any operational or safety instruction; (b) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic); or (c) remove or utilize the Equipment outside of the United States.
- 6. MAINTENANCE.** During the Rental Period, Customer agrees to maintain proper fuel, oil and/or lubrication levels in the Equipment, if applicable. Customer further agrees to perform routine maintenance on the Equipment, including routine inspections and maintenance of leaks, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by NTBBS or selected repair centers.
- 7. CUSTOMER LIABILITY.** DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH AND FULL RESPONSIBILITY FOR THE POSSESSION, CUSTODY AND OPERATION OF THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, RENTAL CHARGES, CUSTOMER TRANSPORT, LOADING AND UNLOADING, PROPERTY DAMAGES AND DESTRUCTION, LOSSES, PERSONAL INJURY, AND DEATH. CUSTOMER EXPRESSLY ASSUMES ALL RISK OF

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by email and such email notice by NTBBS shall be valid notices for purchases of this Agreement.

DAMAGE TO THE EQUIPMENT.

8. **NO WARRANTIES.** NTBBS does not design or manufacture the Equipment and is not the agent of the manufacturer or any other supplier of the Equipment. NTBBS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. Customer acknowledge(s) acceptance of the Equipment "as is" and on a "where is" basis, with "all faults" and without any recourse whatsoever against NTBBS.
9. **RELEASE, INDEMNIFICATION AND WAIVER OF DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, WAIVES AND HOLDS NTBBS HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES), LIABILITIES AND DAMAGES (INCLUDING PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE, OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF NTBBS OBLIGATIONS HEREIN. CUSTOMER'S INDEMNITY OBLIGATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT THIS CLAUSE SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT THAT TEXAS DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY.
10. **DAMAGE.** Damage to the Equipment includes, but not limited to, damaged caused by theft, abuse, misuse, neglect, intentional acts and/or failure to follow proper use and care instructions provided for the Equipment. Customer expressly acknowledges and agrees that Customer shall be responsible for all such repair or replacement costs.
11. **REPAIR COST.** Customer agrees that an estimated "Repair Cost" shall be charged for equipment that is returned with damage to do abuse, misuse, neglect, intentional acts, and/or failure to follow the proper use and care instructions for the equipment. The Repair Cost shall not exceed the fair market value of the equipment. Customer acknowledges and agrees to pay the Repair Cost and authorizes The NTBBS to charge the Repair Cost to the Customer Card.
12. **ENTIRE AGREEMENT.** This is the entire agreement between NTBBS and the Customer and may not be modified except in writing signed by both parties.
13. **NOTICES.** NTBBS may elect to send any notices to Customer by any means determined by NTBBS. In particular, if Customer has provided NTBBS with an email address, NTBBS may send notices to Customer