

TERMS AND CONDITIONS

1. **Single Shift/Excessive Use/Rate:** Rental rates are based on a single shift operation of eight (8) hours per day, five (5) days per week. Powered equipment used for two shifts shall be charged at 1.5 times the single shift rate, and three shifts at 2 times the single shift rate.
2. **Rental Period:** Standard rental period begins when the equipment leaves Mendez Equipment Rental LLC. premises and ends upon return. No allowances are made for transit time or downtime. For deliveries, rental period begins when equipment arrives to delivery location and ends when equipment is picked up.
3. **Compliance with Law and Safety Regulations:** Customer agrees to comply with all laws, including OSHA and WISHA, and to indemnify Mendez Equipment Rental LLC. against legal liabilities. Equipment must not be misused or operated by unqualified individuals.
4. **Training Requirements:** Operators must be trained and demonstrate proficiency in equipment operation under Customer's supervision.
5. **Maintenance and Repair:** Customer must perform routine maintenance, check fluid levels, and notify Mendez Equipment Rental LLC. of repair needs. Mendez Equipment Rental LLC. is not responsible for inspection during rental.
6. **Selection of Equipment:** Customer selects equipment at their own discretion and disclaims reliance on Mendez Equipment Rental LLC. representations.
7. **Customer Remedies/Disclaimer and Back Charges:** If something is wrong with the equipment, the customer can stop renting it after they tell the company about the problem. But the company isn't responsible for any other problems this causes, like lost money or delays. Also, the customer isn't allowed to take money off the bill or charge the company for anything without permission.
8. **Accident:** Customers must promptly report accidents and assist with investigations. The customer agrees to pay related attorney's fees and costs.
9. **Indemnity:** Customer waives immunity under worker's compensation laws and indemnifies Mendez Equipment Rental LLC. against claims by Customer's employees.
10. **Return of Equipment and Damage:** Equipment must be returned in original condition, minus reasonable wear. Customer pays for repairs outside of reasonable wear and rental during repair time.
11. **Reasonable Wear and Tear:** Defined as normal deterioration under single-shift use. Excludes damage from improper maintenance, overloading, and misuse.
12. **Theft coverage:** Customer pays full replacement cost for loss of equipment due to theft, including mysterious disappearance, unguarded/unlocked equipment, or improper maintenance/operation.
13. **Insurance:**
 - Equipment Insurance: General liability and inland marine insurance required, with Mendez Equipment Rental LLC. named as additional insured/loss payee.
 - Auto Insurance: \$1,000,000 coverage required; Mendez Equipment Rental LLC. is not responsible for any damages to personal or company vehicles due to mishandling of load, vehicles, or equipment.

- General: Proof of insurance required. Coverage must meet minimum standards but does not limit Customer's liability.
14. **Deposit:** Serves as a guarantee for contract performance and may be applied to cover breach-related costs.
 15. **Failure to Deliver:** Mendez Equipment Rental LLC. is not liable for failure to deliver equipment on time for non-delivery rental agreements.
 16. **Rent Purchase Agreement:** No purchase option unless explicitly agreed upon in writing.
 17. **Product Link:** Customer agrees to sharing equipment data for Caterpillar equipment with Caterpillar Inc. and its affiliates.
 18. **Title:** Title remains with Mendez Equipment Rental LLC. They may reclaim equipment upon contract termination or levy.
 19. **Security Agreement:** Title and right to possession remain with Mendez Equipment Rental LLC. until full payment. Security interest granted by Customer.
 20. **Notice of Non-Waiver:** Mendez Equipment Rental LLC.'s leniency does not constitute a waiver of future enforcement rights.
 21. **Retaking of Equipment/Damages:** Mendez Equipment Rental LLC. may repossess equipment without notice. Customer waives damage claims and agrees to cover repossession costs.
 22. **Purchase Orders:** The rental agreement supersedes any conflicting terms in Customer's purchase order.
 23. **Default:** In case of breach, Mendez Equipment Rental LLC. may terminate the agreement, demand full payment, repossess equipment, or seek legal remedies.
 24. **Attorney's Fees and Venue:** Customer pays legal costs for enforcement. Legal venue is Fairbanks North Star Borough, State of Alaska.
 25. **Applicable Law:** The agreement is governed by State of Alaska.
 26. **Severability:** Invalid provisions do not affect the rest of the agreement.
 27. **Assignment or Subletting and Location:** Customer may not assign the agreement or relocate equipment without written consent.
 28. **Entire Agreement:** This document is the entire agreement and is binding on all successors. Amendments must be in writing.