

FAST FLEET EQUIPMENT RENTALS LLC MASTER RENTAL AGREEMENT, LIABILITY WAIVER & RENTAL DAMAGE WAIVER (RDW)

Denton, Texas | Governing Law: Texas

1. DEFINITIONS

“Company” means Fast Fleet Equipment Rentals LLC. “Renter” means the individual or entity renting Equipment. “Equipment” includes all machinery, trailers, vehicles, tools, and attachments. “RDW” means Rental Damage Waiver. “COI” means Certificate of Insurance.

2. ELIGIBILITY & AUTHORIZED OPERATORS

Renter must be 21+ years of age (25+ for vehicles) with valid identification. Only operators approved by Company may operate Equipment. Renter is responsible for all operators and their compliance with this Agreement.

3. PAYMENT, DEPOSITS & AUTHORIZATION

All rental charges, deposits, RDW fees, delivery or pickup fees, mileage charges, excess usage fees, and applicable taxes are due prior to possession unless otherwise agreed in writing by Company.

Renter authorizes Company to charge any payment method on file for all amounts owed, including but not limited to unpaid rental charges, excess usage, late return charges, delivery or pickup fees, cleaning fees, refueling charges, damages, loss of use, deductibles, towing, recovery, repairs, administrative costs, storage, fines, penalties, or replacement value.

This authorization survives return of the Equipment and may be exercised without further notice.

4. RENTAL PERIOD & RETURN

Rental begins upon possession or booked time whichever comes first and ends upon return and inspection. Late returns may be charged as full rental periods. Return is not complete until Company confirms check-in and condition.

5. EQUIPMENT CONDITION, USE & MAINTENANCE

Renter accepts Equipment in good condition unless documented otherwise. Renter must follow all manufacturer manuals, perform daily checks (fluids, fuel, warning indicators), immediately stop operation if damage or warning lights appear, and

secure Equipment when unattended.

6. PROHIBITED USES

Equipment may not be used illegally, beyond rated capacity, by unauthorized operators, while impaired, for subleasing or lending, improper transport, or any use inconsistent with manufacturer guidelines or intended design.

7. ASSUMPTION OF RISK & RELEASE

Renter knowingly assumes all risks associated with use and operation and releases Company to the fullest extent permitted by Texas law.

8. INDEMNIFICATION

Renter agrees to defend, indemnify, and hold harmless Company from all claims, damages, losses, attorney fees, and liabilities arising from possession, operation, transport, storage, or use of Equipment.

9. INSURANCE REQUIREMENTS & RDW MANDATE

RDW is mandatory for all rentals unless Renter provides a valid COI approved by Company showing physical damage coverage equal to replacement value with Company listed as Loss Payee. RDW removal may only occur after checkout during Company approval review.

10. RENTAL DAMAGE WAIVER (RDW) – NOT INSURANCE

RDW is NOT insurance. RDW is a conditional contractual waiver that may limit Renter's responsibility only if all terms are strictly followed. RDW does not waive negligence, misuse, abuse, operator error, or rule violations. The RDW certificate exists for the benefit of the Company, not the Renter.

11. RDW VOIDING EVENTS

RDW is automatically void if Renter or any operator engages in negligence, misuse, unauthorized operation, failure to follow manuals, ignoring warning lights, improper fueling or maintenance, unauthorized transfer or subleasing, improper transport, continued operation after damage, failure to report incidents immediately, failure to cooperate with investigations, or tampering with GPS or security systems.

12. RDW EXCLUSIONS – RENTER PAYS 100%

RDW does not cover and Renter is fully responsible for loss or damage caused by or resulting from:

- **Exceeding rated load capacity**
- **Wear, tear, mechanical breakdown, or improper maintenance**
- **Tire or track-only damage (blowouts or punctures)**
- **Failure to follow manufacturer guidelines or manuals**
- **Use inconsistent with intended purpose or design**
- **Ingestion of foreign objects**
- **Dishonest or criminal acts**
- **Pollution or environmental contamination**
- **Electrical arcing (except lightning)**
- **Unexplained loss or damage, including mysterious disappearance**
- **Loss of use or rental downtime**

13. DEDUCTIBLES, CLAIMS PROCESS & LOSS OF USE

Deductibles apply per occurrence. Renter is responsible for deductibles and loss of rental income during downtime. No repairs may be performed without written approval. Theft or vandalism must be reported immediately to law enforcement with Company listed as owner.

14. TOTAL LOSS, THEFT & REPLACEMENT LIABILITY

In the event of total loss, theft, seizure, unexplained disappearance, or constructive total loss, Renter agrees to pay the full replacement value as determined solely by Company, plus recovery and administrative costs.

15. GPS, TELEMATICS & REMOTE DISABLEMENT

Equipment may include GPS, telematics, cameras, or immobilization systems. Tampering voids RDW, constitutes material breach, and authorizes remote disablement and recovery.

16. DEFAULT, REPOSSESSION & RECOVERY

Company may repossess or retrieve Equipment without notice upon default, non-payment, breach, or reasonable concern of misuse or non-return. Renter is liable for all recovery and legal costs.

17. USAGE LIMITS, EXCESS FEES & CLEANING CHARGES

17.1 Engine Hour Limits (Equipment)

Unless otherwise stated in writing, each rental day includes **up to eight (8) engine hours** of use.

- Engine hours are measured by the Equipment's hour meter.
- Partial days count as full rental days.
- **Excess engine hours** beyond the included allowance will be billed at **\$30 per excess engine hour**, prorated and charged at return.

17.2 Mileage Limits (Vehicles)

Unless otherwise stated in writing, vehicle rentals include **one hundred (100) miles per rental day**.

- Mileage is calculated using odometer readings recorded at checkout and return.
- Unused miles do not carry forward to future rental days.
- **Excess mileage** will be billed at **\$0.65 per mile** over the included allowance and charged at return.

17.3 Cleaning & Excess Debris Fee

Renter is responsible for returning Equipment in reasonably clean condition, normal wear and light dirt excepted.

If Equipment is returned with **excessive debris**, including but not limited to:

- Heavy mud, clay, concrete, asphalt, paint, adhesive, or construction residue
- Interior vehicle contamination (trash, spills, pet hair, stains, odors)
- Debris requiring pressure washing, scraping, detailing, or specialty cleaning

Company may assess a **cleaning fee ranging from \$150 to \$500**, depending on severity, labor required, and downtime incurred.

Cleaning fees are **not considered normal wear** and are fully chargeable regardless of RDW or insurance coverage.

17.4 Delivery & Pickup Fees

Company may offer delivery and/or pickup of Equipment at its discretion.

Delivery includes up to **thirty (30) miles** from Company's location for a base fee of **\$125**. Mileage beyond thirty (30) miles will be charged at **\$3.00 per additional mile**, calculated one-way unless otherwise specified in writing.

Delivery and pickup fees are non-refundable once Equipment has been dispatched. Failed deliveries due to site inaccessibility, inaccurate location details, or renter unavailability may still incur full delivery charges.

17.5 Fuel, Late Return & Additional Fees

Fuel Charges:

Equipment requiring fuel must be returned at the same fuel level as at checkout unless otherwise specified in writing.

If Equipment is returned with less fuel than at checkout, Company may assess refueling charges at prevailing market rates plus labor and administrative costs, **with a minimum fuel charge of \$75**.

Late Return Fees:

Rental periods are strictly enforced. Any return after the scheduled return time may, at Company's discretion, be charged as an additional full rental period.

In addition, **a minimum late return fee of \$150 may apply for late returns**, regardless of duration, to cover scheduling disruption, administrative handling, and lost availability. Partial-day overages may be treated as full rental days.

Additional Fees:

Company reserves the right to assess reasonable additional charges for conditions including, but not limited to:

- Improper use or operation
- Failure to follow return instructions
- Excessive wear beyond normal use
- Unauthorized transport or relocation
- Site conditions causing additional labor, recovery, or downtime

All such charges shall be commercially reasonable and based on actual costs, operational impact, or prevailing market rates.

18. NO RELIANCE ON VERBAL STATEMENTS

Renter acknowledges no employee or agent may alter this Agreement verbally. Only written amendments signed by Company apply.

19. SMS REGISTRATION & MESSAGING TERMS

By providing a phone number, Renter consents to receive SMS communications related to the rental. Consent is not a condition of purchase. Message and data rates may apply. Reply STOP to unsubscribe.

20. GOVERNING LAW & VENUE

This Agreement is governed by Texas law with venue in Denton County, Texas.

RENTAL DAMAGE WAIVER (RDW) RENTER SUMMARY

THIS PAGE IS A SUMMARY ONLY. IT DOES NOT REPLACE THE FULL RENTAL AGREEMENT. RDW IS NOT INSURANCE. RDW ONLY LIMITS CERTAIN DAMAGE IF ALL RULES ARE FOLLOWED. RDW DOES NOT COVER NEGLIGENCE, MISUSE, OR RULE VIOLATIONS. IF ANY RULE IS VIOLATED, RDW IS VOID AND RENTER PAYS 100%. RDW IS REQUIRED UNLESS A VALID COI IS PROVIDED AND APPROVED BY FAST FLEET AFTER CHECKOUT.

RDW IS VOID AND RENTER IS FULLY RESPONSIBLE IF:

- Equipment is misused, abused, or operated negligently
- Manufacturer manuals or operating limits are not followed
- Warning lights or alarms are ignored
- Unauthorized operators use the equipment
- Equipment is subleased or lent to others
- GPS or security systems are tampered with
- Loss or damage cannot be clearly explained
- Damage is not reported immediately

RDW DOES NOT COVER:

- Wear and tear or mechanical breakdown
- Tire or track-only damage
- Loss of rental income (downtime)
- Electrical arcing (non-lightning)
- Pollution or environmental damage

- **Unexplained loss or mysterious disappearance**

RDW Summary:

- **RDW is NOT insurance**
- **RDW is required unless COI is approved**
- **Rule violations void RDW entirely**
- **Unexplained loss is NOT covered**
- **I am responsible for deductibles and loss of use**
- **GPS tampering voids RDW**