

FAST FLEET EQUIPMENT RENTALS LLC

Denton, Texas | www.fastfleettx.com

MASTER RENTAL AGREEMENT, LIABILITY WAIVER & RENTAL DAMAGE WAIVER (RDW)

Governing Law: State of Texas | Venue: Denton County, Texas

1. DEFINITIONS

The following definitions apply throughout this Agreement:

- **"Company"** means Fast Fleet Equipment Rentals LLC, a Texas limited liability company.
- **"Renter"** means the individual, business, or entity renting Equipment under this Agreement, including all authorized operators and anyone whose payment method is used.
- **"Equipment"** includes all heavy machinery, earthmoving equipment, construction equipment, trailers (of any type or size), trucks, road vehicles, light vehicles, tools, attachments, and accessories available for rental from Company.
- **"Heavy Equipment / Earthmoving Equipment"** means excavators, skid steers, track loaders, mini excavators, compact track loaders, graders, backhoes, and similar self-propelled construction machinery.
- **"Attachments"** means buckets, augers, thumbs, forks, grapples, blades, and all other accessories designed to be mounted on Heavy Equipment.
- **"Trailers"** means all towable units including utility trailers, equipment trailers, flatbeds, dump trailers, enclosed trailers, and gooseneck trailers.
- **"Vehicles"** means trucks, pickup trucks, flatbed trucks, dump trucks, and any other motorized road vehicles.
- **"Tools"** means hand tools, power tools, compactors, generators, light towers, and miscellaneous small equipment rented individually or as part of a rental package.
- **"RDW"** means Rental Damage Waiver — a conditional contractual waiver available ONLY for Heavy Equipment and Attachments rentals.
- **"COI"** means Certificate of Insurance issued by a licensed insurer and approved in writing by Company.
- **"Rental Period"** means the time beginning upon possession or the booked start time (whichever occurs first) and ending upon confirmed check-in and inspection by Company.
- **"Total Loss"** means damage, theft, seizure, disappearance, or destruction that renders Equipment irreparable or whose repair cost equals or exceeds replacement value.
- **"Replacement Value"** means the cost to replace Equipment with new or equivalent Equipment as determined solely by Company.

JOINT AND SEVERAL LIABILITY

All Renters, Authorized Operators, guarantors, and any person or entity whose payment method is used or who benefits from the rental are jointly and severally liable for all obligations under this Agreement. Each such person is individually and collectively responsible for the full amount owed, regardless of the nature of their involvement.

2. ELIGIBILITY & AUTHORIZED OPERATORS / DRIVERS

- Minimum driver age for ALL rentals — including Heavy Equipment, Vehicles, Trailers, and Tools — is 25 years of age. Renter must possess a valid, unexpired government-issued driver's license and present it to Company prior to possession.
- Only operators and drivers expressly listed and approved on the rental agreement by Company are authorized to operate Equipment, drive Vehicles, or pull Trailers. Permitting an unlisted, unauthorized, or

unapproved person to operate any Equipment or Vehicle or pull any Trailer is a material breach of this Agreement and voids all applicable RDW coverage.

- For Trailer rentals, the listed authorized driver pulling the Trailer must present a valid driver's license and a Certificate of Insurance (COI) confirming comprehensive coverage sufficient to pull the rented Trailer before the Trailer will be released. See Section 10.2 for full Trailer insurance requirements.
- Renter must promptly notify Company in writing of any requested change in authorized operators or drivers prior to any such change. No new operator or driver may take possession or control of Equipment or Vehicles without prior written approval from Company.
- Company reserves the right to refuse rental or disqualify any operator or driver at its sole discretion.

3. PAYMENT, DEPOSITS & AUTHORIZATION

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

Renter irrevocably authorizes Company to charge any payment method on file for all amounts owed under this Agreement, including but not limited to:

- Rental charges, extension charges, and reservation fees
- Excess usage, excess mileage, and late return fees
- Delivery and pickup fees
- Cleaning fees
- Fuel charges
- Damage repair, towing, recovery, storage, and administrative fees
- Loss of use at the daily rental rate for each day Equipment is unavailable due to damage
- Total loss or theft replacement value
- Deductibles when RDW is applicable
- Traffic violations, toll charges, fines, and penalties
- Attorney fees, court costs, and collection costs

IRREVOCABLE PAYMENT AUTHORIZATION & CHARGEBACK WAIVER

IMPORTANT — READ CAREFULLY

Renter expressly agrees that all charges authorized under this Agreement are valid, binding, and irrevocable. Renter waives and relinquishes any right to dispute, reverse, or chargeback any charge with their financial institution, credit card company, or bank arising from this Agreement.

This authorization survives return of the Equipment and termination of this Agreement and may be exercised by Company at any time without further notice to Renter.

LATE PAYMENT & COLLECTION COSTS

Any unpaid balance shall accrue interest at the maximum rate permitted under Texas law from the date due until paid in full. Renter agrees to pay all costs of collection, including attorney fees, court costs, and collection agency fees.

STANDARD FEES & CHARGES SUMMARY

The following fees may apply in addition to base rental rates. All fees are subject to change based on actual costs, operational impact, and market conditions:

Fee Type	Amount / Rate
Cleaning Fee (light soiling)	\$150 minimum
Cleaning Fee (heavy contamination — concrete, mud, asphalt, spills, odors)	\$150 – \$500
Late Return Fee	\$150 minimum + full additional rental period
Delivery & Pickup (first 20 miles from Company location)	\$250 base
Additional Mileage (beyond 20 miles, calculated both ways)	\$3.00 per mile
Fuel Charge (if returned below checkout level)	Market rate + labor (min. \$75)
Excess Engine Hours (beyond 8 hrs/day, Heavy Equipment)	\$30 per excess engine hour
Excess Mileage (beyond 150 miles/day, Vehicles)	\$0.65 per excess mile
Loss of Use (Equipment down for repair)	Daily rental rate per day unavailable
Damage Labor Rate	\$125 per hour
Damage Parts	At cost + procurement and handling
Service Call / Diagnostics	Actual cost
Towing & Recovery	Actual cost
Administrative / Processing Fee	Actual cost

This summary is provided for convenience only and does not limit Company's right to assess additional reasonable charges as provided in this Agreement.

4. RENTAL PERIOD & RETURN

- Rental begins upon Renter's possession or the booked/scheduled start time, whichever occurs first.
- Rental ends only upon return of Equipment to Company's designated location and completion of Company's check-in inspection.
- Return is not complete until Company confirms acceptance of Equipment in its check-in process. Renter remains liable for all charges until formal check-in is completed.
- Late returns may be charged as full additional rental periods plus the late return fee. Partial-day overages are treated as full rental days.
- Company reserves the right to repossess Equipment if not returned by the scheduled return date/time.

5. EQUIPMENT CONDITION, USE & MAINTENANCE

- Renter accepts Equipment in good working condition unless defects are documented in writing at checkout.
- Renter must read, understand, and comply with all applicable manufacturer manuals and operating instructions before operating Equipment.

- Renter must perform daily pre-use inspections, checking fluids, fuel levels, tire or track condition, lights, and warning indicators.
- Renter must immediately cease operation if any warning light, alarm, or unusual condition appears and must notify Company immediately.
- Renter must secure all Equipment when unattended and ensure it is parked on stable ground.
- Renter is responsible for maintaining proper fuel, hydraulic fluid, oil, and coolant levels throughout the rental period.

NO WARRANTIES / EQUIPMENT CONDITION DISCLAIMER

ALL EQUIPMENT IS PROVIDED "AS IS" AND "WITH ALL FAULTS."

COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY FOR RENTER'S INTENDED USE. RENTER ASSUMES ALL RISK ASSOCIATED WITH EQUIPMENT CONDITION AND PERFORMANCE.

INSPECTION WAIVER: Failure to document damage or defects at checkout constitutes Renter's acceptance of Equipment in satisfactory condition.

6. PROHIBITED USES

The following uses are strictly prohibited and constitute a material breach of this Agreement:

- Any illegal use or operation in violation of applicable laws, regulations, or ordinances
- Operation beyond the Equipment's rated load, lift, tow, or payload capacity
- Operation by any person not expressly authorized in writing by Company
- Operation while impaired by alcohol, drugs, prescription medication, or any other substance
- Subleasing, lending, transferring, or assigning Equipment to any third party
- Transporting hazardous, flammable, toxic, or regulated materials
- Transporting passengers in or on Equipment not designed for that purpose
- Improper loading, overloading, or failure to properly secure cargo or Equipment during transport
- Causing clearance or overhead damage through failure to account for height or width restrictions
- Using Equipment for any purpose inconsistent with its design or manufacturer guidelines
- Tampering with, disabling, covering, or interfering with any GPS, telematics, camera, or security system
- Continued operation of Equipment after damage, warning lights, or alarms appear
- Any use that would constitute dishonest or criminal conduct

7. GEOGRAPHIC RESTRICTIONS & INTERNATIONAL BORDER PROHIBITION

7.1 United States Only

ALL Equipment — including Heavy Equipment, Attachments, Trailers, Vehicles, and Tools — is authorized for use and operation WITHIN THE CONTINENTAL UNITED STATES ONLY. No Equipment may be transported, operated, or used outside the United States under any circumstances without prior written approval from a Company officer.

7.2 Border Proximity Restriction

CRITICAL: 50-MILE BORDER EXCLUSION ZONE

No Equipment, Vehicle, or Trailer may be operated, transported, or located within fifty (50) miles of any international border of the United States (including the United States–Mexico border and the United States–Canada border) WITHOUT PRIOR WRITTEN AUTHORIZATION from a Company officer.

Operation of Equipment within the 50-mile border exclusion zone without written authorization constitutes unauthorized use and a material breach of this Agreement.

7.3 Consequences of Unauthorized Border Proximity or Cross-Border Use

UNAUTHORIZED BORDER USE — IMMEDIATE ENFORCEMENT

If any Equipment, Vehicle, or Trailer is found operating within the 50-mile border exclusion zone without authorization, or is transported outside the United States, Company will:

1. Treat the event as unauthorized use and a material breach of this Agreement;
2. Immediately notify law enforcement authorities and file a police report listing Equipment as unlawfully taken;
3. Activate GPS/telematics tracking and pursue immediate remote disablement and physical recovery of all Equipment;
4. Hold Renter fully liable for all recovery costs, legal fees, cross-border retrieval expenses, import/export fees, and the full replacement value of Equipment;
5. Void any and all applicable RDW coverage without exception;
6. Pursue all available civil and criminal remedies.

7.4 Pre-Approved Destination Restriction

Where Company has previously agreed in writing to a specific job site, transport route, or destination, Equipment must be operated and transported ONLY to and within that approved location. Transport of any Equipment, Vehicle, or Trailer to any destination other than the one expressly approved in writing — even within the United States — constitutes unauthorized use and will trigger the same enforcement actions described in Section 7.3 above.

- Approved destinations are strictly limited to those identified in Company's written rental confirmation or a signed addendum.
- Renter must notify Company immediately of any change in job site or transport destination and obtain written approval before any such change.
- Any deviation from approved destinations without prior written approval will be treated as unauthorized use regardless of Renter's intent.

8. ASSUMPTION OF RISK & RELEASE

Renter knowingly, voluntarily, and expressly assumes all risks associated with the rental, possession, transport, operation, storage, and use of Equipment by Renter, its employees, agents, subcontractors, and any authorized or unauthorized operators.

To the fullest extent permitted by Texas law, Renter releases, discharges, and holds harmless Company, its members, managers, employees, agents, and representatives from any and all claims, demands, actions,

damages, losses, costs, and liabilities of any kind, whether arising from negligence or otherwise, resulting from or related to Renter's rental, use, or possession of Equipment.

9. INDEMNIFICATION

Renter agrees to defend, indemnify, and hold harmless Company and its members, managers, officers, employees, agents, successors, and assigns from and against any and all claims, suits, actions, damages, losses, liabilities, expenses (including attorney fees and court costs), and judgments of any kind arising from or related to:

- Renter's possession, operation, transport, storage, or use of Equipment
- Any injury, death, or property damage caused by or involving Equipment during the Rental Period
- Any violation of this Agreement by Renter, its operators, employees, or agents
- Any unauthorized use, transport, or geographic restriction violation
- Any environmental contamination, spill, or pollution associated with Equipment use
- Any fines, penalties, citations, or regulatory action arising from Equipment use

This indemnification includes all direct, indirect, incidental, punitive, and consequential damages and survives the termination or expiration of this Agreement.

10. INSURANCE REQUIREMENTS

10.1 Heavy Equipment & Attachments — RDW or COI Required

RDW is MANDATORY for all Heavy Equipment and Attachment rentals unless Renter provides a valid Certificate of Insurance (COI) approved by Company showing:

- Physical damage coverage equal to or greater than the replacement value of the Equipment
- Company listed as Loss Payee
- Policy effective for the full Rental Period

COI approval and RDW removal may only occur after checkout during Company's formal approval review. Renter's request to waive RDW does not take effect until written confirmation is issued by Company.

10.2 Trailers — Dual Insurance Coverage, MBA Backup, & Full Renter Liability

TRAILER INSURANCE REQUIREMENT — READ CAREFULLY

RDW does NOT apply to Trailers. Trailers are NOT covered under Company's RDW program.

RENTER'S REQUIRED COI: The authorized driver listed on the rental agreement who will be pulling the Trailer MUST present a valid Certificate of Insurance (COI) prior to possession showing:

- Comprehensive and collision physical damage coverage applicable to the rented Trailer
- Liability coverage meeting or exceeding Texas minimum requirements

COMPANY'S MBA INSURANCE — SECONDARY BACKUP ONLY:

Company carries its own insurance on all Trailers through its insurer (MBA Insurance). Company's MBA insurance serves as a secondary backup and will only be utilized in the following limited circumstance: if Renter's own comprehensive insurance submits a valid claim and that claim is denied by Renter's insurer for any reason.

DEDUCTIBLES & COST RESPONSIBILITY — ALL DEDUCTIBLES RENTER'S SOLE RESPONSIBILITY:

Regardless of which insurance responds to a claim — Renter's COI, Company's MBA policy, or both — ALL deductibles, co-pays, and out-of-pocket amounts under any applicable policy are the sole financial responsibility of the Renter/Driver. Renter agrees to pay all deductibles promptly upon demand.

BOTH INSURANCES DENIED — RENTER PAYS 100%:

In the event that BOTH Renter's insurance AND Company's MBA insurance deny a claim for any reason whatsoever, Renter is fully and solely responsible for 100% of all costs, including but not limited to: all physical damage repair or replacement costs, towing and recovery costs, storage fees, administrative and processing costs, and all loss-of-use / downtime charges at the daily rental rate for every day the Trailer is unavailable.

No Trailer will be released to any driver without an approved COI on file. Failure to maintain required insurance throughout the Rental Period is a material breach of this Agreement.

10.3 Vehicles — Comprehensive Insurance Required

VEHICLE INSURANCE REQUIREMENT

RDW does NOT apply to Vehicles.

Any Renter who rents a Vehicle MUST provide a valid Certificate of Insurance (COI) prior to possession showing:

- Comprehensive and collision physical damage coverage at or above replacement value of the rented Vehicle
- Company listed as Loss Payee or Additional Insured
- Liability coverage meeting or exceeding Texas minimum requirements

No Vehicle will be released without an approved COI on file. Renter is fully responsible for all damage, loss, and downtime costs for Vehicles, regardless of insurance outcomes.

10.4 Tools & Small Equipment

Tools and small equipment rentals are not subject to mandatory RDW or COI requirements unless otherwise stated by Company in writing. Renter remains fully responsible for loss, damage, and theft of all Tools during the Rental Period.

11. RENTAL DAMAGE WAIVER (RDW) — HEAVY EQUIPMENT & ATTACHMENTS ONLY

RDW IS NOT INSURANCE.

RDW is a conditional contractual waiver that may limit Renter's financial responsibility for certain damage to Heavy Equipment and Attachments ONLY — and only if ALL conditions of this Agreement are strictly followed.

RDW does NOT cover negligence, misuse, abuse, operator error, prohibited use, or any violation of this Agreement.

The RDW certificate exists for the benefit of Company, not Renter. RDW does not create any insurance policy, coverage obligation, or claim rights in favor of Renter.

12. RDW VOIDING EVENTS — HEAVY EQUIPMENT & ATTACHMENTS ONLY

RDW is automatically and immediately void, without notice, if Renter or any operator:

- Operates Equipment negligently, carelessly, or beyond rated capacity
- Misuses, abuses, or damages Equipment through improper operation
- Uses Equipment in any prohibited manner described in Section 6
- Fails to follow manufacturer manuals, operational guidelines, or Company's instructions
- Ignores, bypasses, or continues operation after warning lights, alarms, or error codes appear
- Allows unauthorized operators to use Equipment
- Subleases, lends, or transfers Equipment to any third party
- Performs improper maintenance, fueling, or fluid management
- Fails to report any damage, incident, accident, or theft to Company immediately upon occurrence
- Fails to cooperate fully with Company's damage investigation and claims process
- Transports Equipment within the 50-mile border exclusion zone without authorization
- Transports Equipment outside the United States or to an unapproved destination
- Tampers with, disables, covers, or interferes with GPS, telematics, cameras, or immobilization systems
- Continues to operate Equipment after damage or an incident has occurred
- Engages in any criminal, dishonest, or fraudulent conduct involving Equipment

13. RDW EXCLUSIONS — RENTER PAYS 100%

Even when RDW is valid and in effect, it does NOT cover the following, and Renter is fully responsible for 100% of all costs:

- Wear, tear, mechanical breakdown, or deterioration arising from use
- Damage from failure to follow manufacturer guidelines or operating manuals
- Tire or track-only damage, including blowouts, punctures, or wear
- Exceeding rated load, lift, tow, or payload capacity
- Use inconsistent with Equipment's intended design or purpose
- Ingestion of foreign objects or debris
- Dishonest, fraudulent, or criminal acts
- Pollution, environmental contamination, or cleanup costs
- Electrical arcing damage (except damage caused directly by lightning)
- Unexplained loss, mysterious disappearance, or damage without a documented explanation

- Loss of rental income or downtime (loss of use)
- Any damage to Trailers, Vehicles, or Tools (not covered by RDW)

14. DAMAGE & REPAIR RESPONSIBILITY

14.1 Heavy Equipment & Attachments

When RDW is valid, applicable deductibles apply per occurrence. Renter is responsible for paying deductibles and all loss-of-use charges at the daily rental rate for each day Equipment is unavailable due to damage.

14.2 Trailers, Trucks & Road Vehicles

Renter is FULLY RESPONSIBLE for any and all damage to Trailers, Trucks, and Vehicles during the Rental Period, regardless of cause, including misuse, operator error, accident, improper loading, transport damage, road hazards, and negligence.

14.3 Repair Process — All Equipment

- All repairs must be performed or expressly approved in writing by Company. No unauthorized repairs will be accepted or credited.
- Renter agrees to pay labor at \$125 per hour, parts at cost plus procurement and handling, and all service call, diagnostic, towing, recovery, transportation, administrative, and storage fees.
- Loss of use charges accrue at the daily rental rate for each day Equipment is unavailable for rental due to damage, regardless of whether RDW applies.
- No repairs may be performed by Renter or Renter's agents without prior written approval from Company.

15. TOTAL LOSS, THEFT & REPLACEMENT LIABILITY

In the event of total loss, theft, seizure, unexplained disappearance, or constructive total loss of any Equipment, Vehicle, Trailer, Tool, or Attachment, Renter agrees to pay:

- The full Replacement Value as determined solely by Company
- All recovery, towing, and retrieval costs
- All administrative, legal, and processing fees associated with the loss
- Loss of use charges at the daily rental rate from the date of the event through the date Company receives replacement equipment

Theft or vandalism must be reported immediately to local law enforcement, with Company listed as the registered owner of the Equipment. Renter must provide a copy of the police report to Company within 24 hours of filing.

16. GPS, TELEMATICS & REMOTE DISABLEMENT

- All Equipment, Vehicles, and Trailers may be equipped with GPS tracking, telematics, cameras, fuel monitors, and/or remote immobilization systems.
- Renter consents to Company's monitoring of Equipment location, usage, engine hours, fuel levels, and operating behavior throughout the Rental Period.
- Tampering with, disabling, covering, destroying, or interfering with any GPS, telematics, camera, or security system is strictly prohibited, voids all RDW coverage, constitutes a material breach of this Agreement, and may constitute criminal conduct.

- Upon breach of the geographic restrictions in Section 7, default, theft, or misuse, Company may immediately activate remote disablement and physical recovery of Equipment without prior notice to Renter.
- Renter is liable for all recovery costs, including emergency retrieval from any geographic location.

17. DEFAULT, REPOSSESSION & RECOVERY

- Company may repossess or retrieve Equipment without prior notice upon any default, non-payment, breach of this Agreement, reasonable concern of misuse, non-return, or unauthorized geographic use.
- Renter waives any right to notice or hearing prior to repossession.
- Renter is liable for all costs of recovery, including towing, transport, legal fees, and cross-border retrieval costs.
- Failure to return Equipment by the end of the Rental Period may be deemed theft and abandonment, subjecting Renter to full replacement liability and criminal referral.

18. USAGE LIMITS, EXCESS FEES & CLEANING CHARGES

18.1 Engine Hour Limits — Heavy Equipment

Unless otherwise stated in writing, each rental day includes up to eight (8) engine hours of use as measured by the Equipment's hour meter. Partial days count as full rental days. Excess engine hours beyond the daily allowance will be billed at \$30 per excess engine hour, prorated and charged at return.

18.2 Mileage Limits — Vehicles

Unless otherwise stated in writing, vehicle rentals include 150 miles per rental day, calculated using odometer readings recorded at checkout and return. Excess mileage will be billed at \$0.65 per mile over the included allowance and charged at return.

18.3 Cleaning & Excess Debris Fee

Renter is responsible for returning all Equipment in reasonably clean condition, normal light dirt excepted. Cleaning fees ranging from \$150 to \$500 may be assessed for excessive debris, including heavy mud, clay, concrete, asphalt, paint, adhesives, interior contamination, trash, spills, pet hair, odors, or any residue requiring pressure washing, scraping, detailing, or specialty cleaning.

Cleaning fees are fully chargeable regardless of RDW or insurance coverage.

18.4 Delivery & Pickup Fees

Delivery and pickup service is available at Company's discretion. The base fee of \$250 covers delivery to locations within 20 miles of Company's facility. Additional mileage beyond 20 miles is charged at \$3.00 per mile, calculated both ways, 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, or Renter unavailability may still incur full delivery charges.

18.5 Fuel Policy

Equipment requiring fuel must be returned at the same fuel level as at checkout. If returned below checkout level, Company will assess refueling charges at prevailing market rates plus labor and administrative costs, with a minimum fuel charge of \$75.

18.6 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. A minimum late return fee of \$150 applies for all late returns, regardless of duration. Partial-day overages may be treated as full rental days.

19. TOOLS & SMALL EQUIPMENT

- Renter is fully responsible for loss, theft, damage, or destruction of all Tools and small equipment during the Rental Period, regardless of cause.
- Tools must be returned clean and in working condition. Damaged, missing, or destroyed Tools will be charged at replacement cost plus handling.
- Tools may not be subleased, lent, or transferred to any third party.
- All geographic restrictions and prohibited use provisions of this Agreement apply equally to Tools.

20. ENVIRONMENTAL RESPONSIBILITY

- Renter shall comply with all applicable federal, state, and local environmental laws and regulations in connection with Equipment use.
- Renter is solely responsible for any environmental contamination, fuel spill, hydraulic fluid leak, or pollution caused by Equipment during the Rental Period.
- Renter shall promptly notify Company and all required authorities of any environmental incident involving Equipment.
- Renter shall bear all costs of environmental cleanup, remediation, fines, penalties, and regulatory compliance arising from Equipment use.

21. NO RELIANCE ON VERBAL STATEMENTS

Renter acknowledges that no employee, agent, or representative of Company is authorized to alter, modify, or waive any provision of this Agreement verbally. Only written amendments signed by an authorized officer of Company are binding. Renter may not rely on any verbal representation or promise.

22. SMS & ELECTRONIC COMMUNICATION CONSENT

By providing a phone number and/or email address, Renter consents to receive SMS and electronic communications from Company related to the rental, including confirmations, alerts, and notices. Consent is not a condition of rental. Standard message and data rates may apply. Reply STOP to opt out of SMS communications. Electronic communications satisfy any written notice requirements under this Agreement.

23. ONLINE RENTAL AGREEMENT ACKNOWLEDGMENT

Renter may execute this Agreement electronically through Company's rental management platform (Quipli). Electronic signature has the same legal effect as a physical signature under the Texas Uniform Electronic Transactions Act (TUETA). Renter acknowledges that by completing the online rental process, Renter has had the opportunity to read the full Agreement, understands its terms, and agrees to be bound by all provisions.

24. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM EQUIPMENT FAILURE, DOWNTIME, LOSS OF PRODUCTIVITY, OR ANY OTHER CLAIM ARISING UNDER THIS AGREEMENT. COMPANY'S MAXIMUM LIABILITY SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY RENTER FOR THE APPLICABLE RENTAL PERIOD.

25. GOVERNING LAW, VENUE & DISPUTE RESOLUTION

- This Agreement is governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles.
- Exclusive venue for any dispute arising from this Agreement shall be Denton County, Texas. Renter consents to personal jurisdiction of the courts of Denton County, Texas.
- In any action to enforce this Agreement, the prevailing party shall be entitled to recover attorney fees, court costs, and all reasonable expenses.

26. ENTIRE AGREEMENT & SEVERABILITY

This Agreement constitutes the entire agreement between Company and Renter regarding the rental of Equipment and supersedes all prior negotiations, representations, and agreements. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect. Company's failure to enforce any provision shall not constitute a waiver of that provision.

FAST FLEET EQUIPMENT RENTALS LLC

MASTER RENTAL AGREEMENT — SIGNATURE PAGE

By signing below, Renter acknowledges that Renter has READ, UNDERSTANDS, and AGREES to be bound by ALL terms and conditions of the Fast Fleet Equipment Rentals LLC Master Rental Agreement, Liability Waiver, and Rental Damage Waiver (RDW), including but not limited to:

- Minimum driver age of 25 years for ALL rentals; valid driver's license required
- Only authorized operators and drivers listed on the rental agreement may operate Equipment, drive Vehicles, or pull Trailers
- Full financial liability for damage, loss, theft, and unauthorized use of all Equipment, Vehicles, Trailers, and Tools
- Geographic restrictions prohibiting use within 50 miles of any U.S. border or outside the United States without written approval
- RDW terms and exclusions applicable to Heavy Equipment and Attachments only
- Trailers: Renter's COI with towing coverage required. Company's MBA insurance is secondary backup only — all deductibles are Renter's sole responsibility. If both insurance companies deny a claim, Renter pays 100% of all costs including downtime.
- Mandatory comprehensive insurance for all Vehicle rentals
- Irrevocable payment authorization and chargeback waiver
- All prohibited uses, fees, and charges described in this Agreement

Fast Fleet Equipment Rentals LLC • Denton, Texas • www.fastfleettx.com