

STOWERS MACHINERY CORPORATION

www.stowerscat.com

East Knoxville 865-546-1414

West Knoxville 865-218-8800

Chattanooga 423-698-6943

Kingsport 423-323-0400

Crossville 931-484-4040 Sevierville

865-595-3750

RENTAL AGREEMENT

| CUSTOMER | CITY OF KINGSPORT 415 BROAD ST KINGSPORT TN 37660 CITY OF KINGSPORT PUBLIC WORKS DEPARTMENT 609 W INDUSTRY DRIVE KINGSPORT TN 37660 | Agreement #: T98599 Agreement Date: 01/03/2024 Customer #: 427645 Customer PO #: PENDI NG |
|--------------------------------|--|---|
| DESCRIPTION OF ITEM(S) RENTED | CUSTOMER CONTACT: TIM ELSEA PHONE: 423.366.3025 ITEM QTY RENTAL RATE PERIOD I DNO: NJX00242 MODEL: PM312 1.0 18,500.00 4 WEEK SERIAL NUMBER: ONJX00242 .00 WEEK .00 WEEK PIN: *CATOOPM3TNJX00242* .00 DAY DESC: COLD PLANER TIME OUT: 08:37 DATE OUT: 4/01/24 EXPECTED RETURN DATE: 4/30/24 METER OUT: 473.9 MI SCELLANEOUS CHARGES 1 .00 CUSTOMER PICKUP AND RETURN 1 .00 EQUIPMENT DELIVERY BY STOWERS 1 500.00 EQUIPMENT PICKUP BY STOWERS 1 500.00 | Customer must call the office to obtain a call-off confirmation number to terminate the rental. Customer is responsible for all rented items until they are returned to Stowers. A clean-up fee of \$100/hour will be charged for returned equipment that requires clean-up. Customer is responsible for ensuring that all persons who will operate rented equipment have had proper operator and safety training, and are familiar with applicable regeneration systems. |
| AGREEMENT TERMS AND CONDITIONS | This agreement and the rental hereunder are subject to the terms and conditions of the Stowers Machinery Corporation Master Account Agreement, which Customer acknowledges has been received, read, and understood, or which is available for inspection, review, and copying at any Stowers Machinery Corporation office or online at www.stowerscat.com. Such terms and conditions are incorporated herein by reference. Customer agrees that the items listed herein shall only be used at the Job Site described above. Customer accepts the Equipment in its current condition without any warranties, and Customer accepts all risk of loss or damage during the rental period, regardless of cause. Customer shall return the Equipment in its current condition. Terms are Net 30 days for all rental, parts, and service items, and all other items are due upon receipt of the invoice. Customer shall pay service charges on any delinquent account at the rate of 1.5% per month, together with all costs of collection, including attorneys' fees. Jurisdiction and venue of any legal action hereunder may be in Knox County, Tennessee. | Customer DECLINES Stowers Machinery's Fire, Theft, and Vandalism Waiver upon furnishing proof of insurance pursuant to the Master Account Agreement. Otherwise, the FTV Waiver is accepted. INITIALS CITY OF KINGSPORT AUTHORIZED SIGNATURE PRINTED NAME DATE |