

TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and D.J.'s Rentals and Sales, Inc., an Oklahoma corporation (hereinafter, "DJRS," Lessor, "we," "us" and "our") agree as follows:

1. As used herein, "P.1" means the first page or "face" of this Contract; "Contract" means P.1 together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any Instructions per Section [or "\$"] 5; "Site" means address where the Item(s) will be delivered and/or used, as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the customer or lessee identified on P.1.
2. You agree to rent from DJRS the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay DJRS the rent set forth on P.1 (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by DJRS in the condition required under § 4. Unless otherwise specifically agreed by DJRS, all rental rates are for normal use of the Rented Item(s) on: (a) a single-event basis for special events-related Items (including without limitation, tables, chairs, inflatables and concession equipment); and (b) a single-shift basis for all other Items (including without limitation, vehicles, tools and equipment), not exceeding 8 hours per 24-hour period for which Rent is charged (a "Day"), 40 hours per 7-Day period, and 160 hours per 28-Day period, and otherwise in accordance with the terms hereof and the "Instructions" described in § 5. Additional amounts will be due for overuse, misuse and late returns. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay us: (i) the Estimated Rent, together with any deposit specified on P.1 in advance (together, the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise agreed in writing by DJRS. Anything remaining with, in or on any Rented Item(s) upon return will be deemed surrendered and abandoned.
3. You will ensure the Site is reasonably clean, safe, secure and otherwise fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery and/or retrieval), you will: (a) pay our regular charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site at all times. We will not be responsible for delay(s) caused by other parties, including providers of other goods or services ("Other Providers") for which you hereby release, indemnify and hold harmless DJRS. If you are not present upon our delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition and quantities of the Item(s) and the Site).
4. You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, in addition to the amounts set forth on P.1, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. Certain Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING, OR PACKING ITEMS THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**
5. Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by DJRS), examined and inspected solely by you or your agents; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable EPA, OSHA, NFPA, IBC, IFC, IEEE, ASSE, ASME and/or ANSI Standards) pertaining to the Rented Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, and Electronic Logging Device requirements); (iii) have been made aware of the need to use all recommended and required safety equipment (including FALL and respiratory PROTECTION DEVICES); (iv) will give all required notice(s) to, and obtain all necessary licenses, authorizations and permits from, the appropriate governmental authorities and the Site's owner(s); (v) will advise all utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (call 811 or 800-522-6543, and go to www.callokie.com); (<http://www.callokie.com> at least 48 hours, excluding weekends and holidays, in advance); (vi) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (vii) will ensure that all others comply herewith at all times.
6. In the event of a Malfunction, you will immediately notify DJRS, and provided such Malfunction did not result from or in connection with your breach of any provision of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as reasonably possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. DJRS will have no other obligation(s) regarding Malfunctions, all of which you hereby waive (including incidental and consequential damages) as provided in § 10.
7. Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), DJRS owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including Re-Rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. **YOU SHALL NOT loan, transfer, store, sublease, surrender possession of, encumber or assign any Rented Item or this Contract without the prior written consent of DJRS (in its sole discretion).** DJRS may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of DJRS.
8. **WARNINGS:** TENTS, INFLATABLES and other "TEMPORARY STRUCTURES" (herein so called), AS WELL AS LIFTS, SCAFFOLDS, GENERATORS, AND POWERED EQUIPMENT AND TOOLS (INCLUDING ITEMS USED FOR DIGGING, DRILLING, CUTTING, COMPACTING, BREAKING, BORING, LOADING, TOWING AND/OR HAULING), CAN BE **DANGEROUS**. MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. EXERCISE **EXTREME CARE** WHEN DEALING WITH SUCH ITEM(S). YOU AGREE TO PROVIDE ANY AND ALL REQUIRED FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S), and ensure that each Rented Item is used reasonably, safely and only: (a) for its intended purposes(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by DJRS, at the Site; (d) by properly trained, qualified, certified and/or licensed (as applicable) ADULTS; and (e) otherwise in full compliance with the Instructions as well as all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove from the Site, reposition, conceal, store, repair, modify or damage any Rented Item; (ii) violate any applicable law, policy of insurance or warranty; or (iii) take possession of or exercise control over any Rented Item without our prior consent (in our sole discretion). **YOU SHALL ALSO: (A) ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES; AND (B) post in a conspicuous place, an OSHA-compliant EVACUATION PLAN for all Temporary Structures.**
9. DJRS IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "**AS-IS**," NEITHER DJRS NOR ANY TPO, MAKES ANY WARRANTY(ies), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(ies) OF **MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE**, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR good and WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(ies) ARISING FROM OR IN CONNECTION WITH COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY DJRS OR ANY TPO, NOR DOES DJRS OR ANY TPO MAKE ANY WARRANTY AGAINST INTER-FERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. **NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS, OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY DJRS or any tpo, all of which you hereby waive.**
10. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK** OF PERSONAL AND bodily INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS, DAMAGES, losses, costs and expenses (including attorneys' fees) ARISING from and/or IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, installation, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (collectively, "risks"); **(B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, DJRS AND EACH TPO,** and their respective owners, shareholders, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (collectively, the "Indemnitees"), for, from and against all such Risks, as well as all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising from and/or in connection with your breach of this Contract; and **(C) WAIVE all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, exemplary and punitive damages, against the Indemnitees (and each of them).**
11. You agree to maintain all insurance we may require, including without limitation: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement value thereof; and (c) workers' compensation insurance covering all of your employees. Whenever possible, such policies shall: (a) name DJRS as an additional insured and loss payee; (b) waive subrogation against us; (c) be primary and non-contributory; and (d) include such other provisions (including deductibles) as we may require.
12. If and only if, we have offered and you have purchased and paid for our **Optional Limited Damage Waiver ("ldw")** (set forth on P.1, if available) prior to commencement of the Term, you will have no liability to us for 80% of the first \$25,000 of repair/replacement costs for Item(s) covered by LDW ("Covered Item(s)"). **You will, however, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged as a result of: (A) your breach of this Contract; (B) theft or other failure to timely return Covered Item(s) to us; (C) gross negligence, misuse and/or abuse of Rented Item(s) (including without limitation, submerging, overturning and overloading); (D) vandalism and/or malicious mischief; (E) use of alcohol or drugs; and/or (F) use of any Item in violation of any law, warranty or insurance policy; (iii) batteries, glass, tires, tubes, tracks, booms, belts, chains, knobs and/or hoses; (b) 20% of the first \$25,000 of repair/replacement costs for Covered Item(s); and (c) all repair and replacement costs exceeding \$25,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the property damage/inland marine insurance referenced in § 11.** **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**
13. To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property placed in or on, affixed to, and/or improved with, any Rented Item(s). We may, without notice or liability to you, inspect and/or monitor (in person or electronically) any Rented Item(s) at any time, and all information thereby obtained will be our exclusive property. If any performance required of us is delayed or impaired as a result of any act or omission of any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) we actually receive from you hereunder. You agree to pay all sales, use and other taxes, as well as all tolls, fines, fees, assessments and other charges related to each Item and/or this Contract. In the event any legal action is commenced in connection with this Contract, we will be entitled to recover from you our costs and expenses associated therewith (including without limitation, attorneys' fees and expenses) if we prevail against you. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies.
14. Your duties hereunder are unconditional. If you or any guarantor: (a) fail to timely pay or perform any of your obligations under this Contract; (b) provide any incorrect or misleading information to us; (c) become insolvent or declare bankruptcy; or (d) die or cease conducting business, or if any Item(s) shall be lost, damaged or destroyed (except to the extent covered by LDW, as provided in § 12), you will be in default, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from stay; (iii) recover, lock, empty and/or disable any or all of the Item(s) without being guilty of breach or trespass, or liable for personal injuries or property damage (for which you will indemnify, defend and hold harmless DJRS and its agents); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase one or more replacement Item(s); (vi) recover from you and/or any guarantor our associated damages, losses, costs and expenses (including without limitation, Rent for the balance of the Term and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.
15. Any Item(s) sold to you ("Sale Items"), as provided on P.1 are provided "**AS-IS**" and "**WITH ALL FAULTS**," and are subject to the terms of this Contract (modified as necessary to address sales). All Items not specifically identified as Sale Items on P.1 will be deemed "Rented Item(s)."
16. This Contract, and any Addenda provided by DJRS (including as applicable, our form(s) of Aerial Equipment, and Trailer Addenda, each of which shall be deemed incorporated herein), constitute the entire agreement between you and DJRS, superseding all other oral and written agreements and representations (including our website and advertising). If any provision of this Contract shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. Except only as expressly provided herein, this Contract cannot be modified without DJRS's written consent. Time is of the essence. There are no third-party beneficiaries hereto, other than the TPO(s), if any, with respect to your obligations arising hereunder. These Terms and Conditions shall apply to all Rented Item(s) identified on P.1, and to all other items you obtain from DJRS at any time (except only as may otherwise be agreed by DJRS). This Contract shall be interpreted under the laws of the State of Oklahoma. Proper venue for all civil legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal and state courts located in or nearest to Beckham County, OK. You consent and submit to such jurisdiction and venue and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials included on this Contract and/or any Addenda(um) shall be deemed originals.
17. **Warning:** The taking of personal property, such as the Rented Item(s), by fraud or stealth, with the intent to deprive the owner thereof, may be deemed **THEFT**, resulting in **CIVIL LIABILITY** and/or **CRIMINAL PROSECUTION**. Refer to Okla. Stat. § 21-1701, et seq. for additional information.

LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

D J'S RENTALS & SALES, INC

911 S MAIN STREET

ELK CITY, OK 73644

WWW.DJSRENTAL.COM

580-225-1400 Phone

580-225-0787 Fax

Status: Quote

Quote #: q2230

Quote To: Sat 4/29/2023 9:00AM

Operator: KATHY

Customer #: 24168

MANGUM, CITY OF

130 N OKLAHOMA

Mangum, OK 73554

Phone 580-782-2250

Mobile 580-782-2256

Job Descr: SPARTAN AND HUSTLER MOWER QUOTES

| Qty | Items | Quote Date | Price |
|-----|---------------------------|------------|------------|
| 1 | HUSTLER FASTRAK 48" MOWER | | \$6,749.00 |

THIS IS A PRICE QUOTE FOR TWO DIFFERENT MOWERS.
THE SPARTAN RZ HD IS A PREMIUM RESIDENTIAL MOWER WITH A BRIGGS & STRATTON ENGINE.
THE HUSTLER FASTRAK IS A MEDIUM DUTY COMMERCIAL MOWER WITH A PREMIUM KAWASAKI FT ENGINE.
THIS ENGINE HAS A KAWASAKI'S VORTICAL AIR FILTER SYSTEM THAT USES CENTRIFUGAL FORCE TO
SEPARATE MOST OF THE DIRT FROM THE AIR BEFORE IT EVEN GETS TO THE AIR FILTER. THIS SYSTEM IS
SIMILAR TO THE DONALDSON AIR FILTER THAT MOST TRACTORS HAVE.

Quote valid for 7 days unless otherwise specified.

Signature: _____

MANGUM, CITY OF

| | |
|-------------|------------|
| Sales: | \$6,749.00 |
| Subtotal: | \$6,749.00 |
| | |
| Total: | \$6,749.00 |
| Paid: | \$0.00 |
| Amount Due: | \$6,749.00 |