

EQUIPMENT RENTAL AGREEMENT

Hoke Material & Rental Company (HMRC) • 5499 E State Hwy 103, Lufkin, TX 75901

By signing below, Customer agrees to the following rental terms and conditions for any equipment rented from HMRC.

1. Payment Required Before Release. All rental charges, fees, delivery charges, damage waiver charges, and any required deposits must be paid in full before the equipment leaves HMRC property. A valid credit card in the customer's name must be provided and kept on file before rental release. Customer authorizes HMRC to charge that card for unpaid rental amounts, extensions, fuel, cleaning, damage, loss, pickup charges, service calls caused by misuse, and other amounts due under this Agreement.

2. Damage Waiver. A 14.8% damage waiver charge will be added to the rental. The damage waiver is not insurance and does not cover theft, vandalism, missing parts, tire or track damage, glass damage, abuse, overloading, improper securing or transport, operation by an unauthorized or impaired operator, use in violation of the manufacturer's instructions, or any loss caused by negligence, misuse, intentional acts, or unlawful use. Customer remains responsible for all loss or damage not covered by the damage waiver.

3. Fuel and Return Condition. Equipment must be returned on time, in the same condition as received, ordinary wear and tear excepted, and with all attachments, keys, manuals, and accessories. Equipment must be returned full of fuel. If it is not returned full, HMRC may charge for fuel and a reasonable service/refueling fee. Customer is also responsible for abnormal cleaning charges if equipment is returned excessively dirty, with trash, mud, concrete, debris, or other contamination beyond normal use.

4. Delivery and Pickup. Delivery and pickup are based upon mileage from HMRC's office located at 5499 E State Hwy 103, Lufkin, Texas 75901. Additional mileage, waiting time, difficult access, loading assistance, after-hours dispatch, or special handling may result in additional charges.

5. Inspection, Safe Use, and Responsibility. Customer acknowledges that they inspected the equipment or had a full opportunity to inspect it before use, accepts it as suitable for the intended use, and will use it only in a careful, lawful, and proper manner. Customer is responsible for using qualified operators, maintaining fluid levels during the rental period as applicable, securing the equipment against theft, and complying with all applicable laws, permits, jobsite rules, towing requirements, and safety requirements.

6. Texas Warranty Disclaimer. TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, THE EQUIPMENT IS RENTED AS IS, WHERE IS, AND WITH ALL FAULTS. HMRC DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, EXCEPT TO THE EXTENT A DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.

7. Loss, Damage, and Theft. Customer bears the entire risk of loss, theft, destruction, confiscation, seizure, or damage to the equipment from the time it leaves HMRC until it is returned to and accepted by HMRC, except only to the limited extent expressly covered by the damage waiver. Customer must immediately notify HMRC of any breakdown, accident, claim, theft, citation, injury, or damage involving the equipment and, when applicable, promptly notify law enforcement and the customer's insurer.

8. Default, Late Return, and Recovery. If Customer fails to return the equipment when due, fails to pay any amount owed, provides false information, allows prohibited use, or otherwise breaches this Agreement, HMRC may terminate the rental and recover the equipment without prior notice. Customer authorizes HMRC, to the extent permitted by Texas law, to enter the jobsite or other location where the equipment is located for peaceful recovery of the equipment and Customer agrees to cooperate fully. Customer remains liable for holdover rent, transport, collection costs, downtime, repair costs, and reasonable attorneys' fees and court costs incurred by HMRC to enforce this Agreement where allowed by law.

9. Indemnity and Release. Customer assumes all risks arising from the possession, transportation, maintenance, and use of the equipment and agrees to defend, indemnify, and hold HMRC harmless from claims, losses, liabilities, damages, and expenses arising out of Customer's use, operation, loading, unloading, or possession of the equipment, except to the extent finally determined to have been caused by HMRC's gross negligence or willful misconduct.

10. Texas Law, Venue, and Miscellaneous. This Agreement is governed by the laws of the State of Texas. Venue for any dispute shall lie in Angelina County, Texas, unless another venue is required by applicable law. If any provision is found unenforceable, the remaining provisions will continue in effect. No waiver by HMRC of any breach is a waiver of any later breach. This Agreement, together with the rental ticket or invoice, is the complete agreement between the parties unless HMRC signs a written amendment.

Customer acknowledges that a valid credit card in the customer's name will be held on file, all rental amounts must be paid in full before release, delivery and pickup charges apply as stated above, and returned equipment must be refueled to full or fuel charges will apply.