

Region: 2

Location: NY067

CSS #: 34485

Maximo Work Order No.: 16634

Asset #:

Date Issued: 2/25/22

Original Description:

Repair unit heaters in butler building.

Repairs Needed:

Labor and materials to remove the 4 existing unit heaters by removing the electrical lines, the gas lines and unhooking the gas exhaust we will undo the mount bolts and remove the old units. We will hang the new unit heaters in place and reconnect the gas lines, the electrical wirings , gas exhaust pipes, and install new thermostats on the wall below the units. Note these units cannot be repaired due to their age, manufactured in 1986.

RS Means Line Buildup and Labor Summary (Data Version 2017, Q4):

Quantity	Line Item Number	Description	Labor Hours	Labor Rate/Hr	Materials	Equipment	Total
1	NA	Various Materials (See attached Detail)	--	--	\$ 7,200.84	--	\$7,200.84
--	NA	Lift Rental	--	--	--	\$895.77	\$895.77
--	NA	Tidewater Labor (Diagnostic and Repair)	50	\$80.00	--	--	\$4,000.00

Estimate Summary:

Labor Hours	Labor Cost	Material Cost	Equipment	Total Cost	CE Factor	Total Estimate
50	\$4,000.00	\$7,200.84	\$895.77	\$12,096.61	90%	\$10,886.95



Customer Quotation

To:

TIDEWATER INC
6625 SELNICK DR #A
ELKRIDGE MD 21075-6220

Information

Date 03/10/2022
Customer Account Number 885295220
Grainger Quote Number 46525883
Customer Job Number
Contract Number
Grainger Representative John R Romano
Phone Number
Fax Number
Email
Grainger Tax ID 36-1150280

Item	Description Manufacturer Name & Model	Cat. Pg. #	Qty	\$ Quote	Ext. Price	Start Date	Exp. Date
2RYU9	Low-Profile Gas Unt Htr,NG, LP,740cfm DAYTON 2RYU9A Country of Origin: USA		4	998.00	3,992.00	03/10/2022	07/31/2022
				Total \$	3,992.00		

All orders are subject to the terms and conditions in your current contract with Grainger or to Grainger's current Terms of Sale as set forth on Grainger.com

Thank You!
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Cart

Item	Quantity	Total Price	Item Availability
 DAYTON Low Voltage Thermostat Item #1UHE9 Your Price: \$32.22	4	\$128.88	Expected to arrive Mon. Mar 14 using standard ground shipping (additional shipping options available at Checkout.)
 DORMONT Gas Connector, 304 Stainless Steel 1/2 in FNPT x 304 Stainless Steel 1/2 in FNPT Item #18D828 Your Price: \$42.83	4	\$171.32	Temporarily unavailable. Will ship as it becomes available.
*For immediate assistance, call us toll-free 1-800-GRAINGER (1-800-472-4643)			
 AFC MC CABLES Metal Clad Armored Cable: 12 AWG Wire Size, 2 with Insulated CU Ground Conductors Item #4JC31 Your Price: \$418.39	1	\$418.39	Expected to arrive Mon. Mar 14 using standard ground shipping (additional shipping options available at Checkout.)
 AMERI-VENT Adjustable Gas Vent Elbow, 4 in Pipe Diameter, 90 ° Bend Angle Item #3F357 Your Price: \$29.75	8	\$238.00	Expected to arrive Mon. Mar 14 using standard ground shipping (additional shipping options available at Checkout.)

[Chat with an Agent](#)



AMERI-VENT Gas Vent Pipe, 4 in
Pipe Diameter, 2 ft Pipe Length

Item #3F382

Your Price: **\$19.21**

4

\$76.84

Expected to arrive **Mon.
Mar 14** using standard
ground shipping
(additional shipping
options available at
Checkout.)



AMERI-VENT Gas Vent Pipe, 4 in
Pipe Diameter, 3 ft Pipe Length

Item #3F383

Your Price: **\$22.51**

4

\$90.04

Expected to arrive **Mon.
Mar 14** using standard
ground shipping
(additional shipping
options available at
Checkout.)



GRAINGER APPROVED 3/4 in
Hardened Steel Self Drilling Tapping
Screw with Hex Washer Head Type
and Zinc Plated Finish

Item #31JJ53

Your Price: **\$8.00**

1

\$8.00

Expected to arrive **Mon.
Mar 14** using standard
ground shipping
(additional shipping
options available at
Checkout.)



GRAINGER APPROVED Fully
Threaded Rod, Steel, 1/2"-20, 12 ft
Length

Item #22P448

Your Price: **\$21.73**

4

\$86.92

Expected to arrive **Wed.
Mar 16** using standard
ground shipping
(additional shipping
options available at
Checkout.)



Chat with an Agent



GRAINGER APPROVED Hex Nut, Hex Nut, Steel, Grade 5, Plain, 1/2"-20 Dia./Thread Size, Right Hand, PK 50
Item #38ZR89
Your Price: **\$18.77**

1

\$18.77

Expected to arrive **Mon. Mar 14** using standard ground shipping (additional shipping options available at Checkout.)



GRAINGER APPROVED Steel SAE Washer, Zinc Plated Fastener Finish, Fits Bolt Sizes 1/2 in
Item #1JY78
Your Price: **\$5.00**

1

\$5.00

Expected to arrive **Mon. Mar 14** using standard ground shipping (additional shipping options available at Checkout.)



GRAINGER APPROVED Strut Channel - Slotted: Steel, Painted, 14 ga Gauge, 4 ft Overall Lg, Black
Item #45YV75
Your Price: **\$26.52**

8

\$212.16

Expected to arrive **Mon. Mar 14** using standard ground shipping (additional shipping options available at Checkout.)



RACO Electrical Box: Galvanized Zinc, 1 1/2 in Nominal Dp, 4 in Nominal Wd, 4 in Nominal Lg, 2 Gangs
Item #6XC65
Your Price: **\$3.10**

4

\$12.40

Expected to arrive **Mon. Mar 14** using standard ground shipping (additional shipping options available at Checkout.)



RACO Electrical Box Cover: Square, 2 Gangs, 1/8 in Dp, 4 1/8 in Wd, 4 1/8 in Lg
Item #5A053
Your Price: **\$1.03**

4

\$4.12

Expected to arrive **Mon. Mar 14** using standard ground shipping (additional shipping options available at Checkout.)

[Chat with an Agent](#)

	SNAPCONNECT Wall Switch: 1-Pole, 20 A Amps AC, White, 120 to 277, Wiring Module, Commercial Item #31A357 Your Price: \$17.06	4	\$68.24	Expected to arrive Mon. Mar 14 using standard ground shipping (additional shipping options available at Checkout.)
	LOCTITE Pipe Thread Sealant: 250 mL, Tube, Dimethacrylate Ester, Yellow, With 10,000 psi Gas Pressure Item #49CR91 Your Price: \$94.58	1	\$94.58	Expected to arrive Mon. Mar 14 using standard ground shipping (additional shipping options available at Checkout.)

This item can only be sent via ground shipping.



PC#: 0285
415 E TAFT RD
NORTH SYRACUSE, NY 13212 3776
315-458-8331

SUNBELT RENTALS, INC.

Salesman: 028504 DONEY, FLOYD (285)
Typed By: MSPORDER

Job Site:
US ARC
95 BIRTHSTONE RD.
UTICA, NY 13501

C#: 410-540-8700 J#: 315-672-3272

Customer: 637613
TIDEWATER INC
6625 SELNICK DR
ELKRIDGE, MD 21075 6220

QUOTE

Contract #.. 123552687
Contract dt. 3/10/22
Date out.... 4/11/22 9:00 AM
Est return.. 4/15/22 9:00 AM
Job Loc..... 95 BIRTHSTONE RD., UTICA
Job No..... UTICA
P.O. #..... N?/R
Ordered By.. BROWN, PATRICK
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	19' ELECT SCISSORLIFT 0070025	140.00	140.00	300.00	440.00	300.00
*** EQP MSG *** * Familiarization of the equipment stated on this contract has been offered to the customer. * All required manuals are provided with the equipment stated on this contract. * OSHA 1926.453 & ANSI Regulation A92 requires All Boom Lift occupants to wear Personal Fall Protection connected to the designated platform anchorage points. Personal Fall Protection equipment is available for purchase from Sunbelt Rentals. * If the users of this equipment have any questions contact Sunbelt Rentals.						
QUOTEMSPORDER QUOTE						
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	79.200			79.20
1	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	4.500			4.50
	ENVIRONMENTAL/HAZMAT FEE 2133XXX0000					
	DELIVERY CHARGE					220.00
	PICKUP CHARGE					220.00
***** * Rate your rental experience www.sunbeltrentals.com/survey *						
IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE						
MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY						
CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS						
1. The total charges are an estimate based on the estimated rental period and other information provided by Customer. 2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment. 3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment. 4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately. 5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment. 6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract . * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge . 7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt. 8. Customer waives its right to a jury trial in any dispute as set forth in Section 19. 9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.						
Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)						
Customer Signature		Date	Name Printed	Delivered By	Date	



PC#: 0285
415 E TAFT RD
NORTH SYRACUSE, NY 13212 3776
315-458-8331

SUNBELT RENTALS, INC.

Salesman: 028504 DONEY, FLOYD (285)
Typed By: MSPORDER

Job Site:
US ARC
95 BIRTHSTONE RD.
UTICA, NY 13501

C#: 410-540-8700 J#: 315-672-3272

Customer: 637613
TIDEWATER INC
6625 SELNICK DR
ELKRIDGE, MD 21075 6220

QUOTE

Contract #.. 123552687
Contract dt. 3/10/22
Date out.... 4/11/22 9:00 AM
Est return.. 4/15/22 9:00 AM
Job Loc..... 95 BIRTHSTONE RD., UTICA
Job No..... UTICA
P.O. #..... N?/R
Ordered By.. BROWN, PATRICK
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
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SALES ITEMS:

Qty	Item number	Unit	Price
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POC Patrick 315-672-3272

Sub-total: 823.70
Tax: 72.07
Total: 895.77

All amounts are in USD

QUOTEMSPORDER

QUOTE

* Rate your rental experience www.sunbeltrentals.com/survey *

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

SUNBELT RENTALS TERMS AND CONDITIONS

1. DEFINITIONS. "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. **"Customer"** is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. **"Environmental Services Charge"** is the charge described in Section 4. **"Equipment"** is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. **"Incident"** is any fire, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. **"Lost"** means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. **"FMV"** is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. **"One Shift"** means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with hours met. **"Ordinary Wear and Tear"** means normal deterioration considered reasonable in the equipment rental industry for One Shift use. **"Party"** means Sunbelt or Customer and together both are the "Parties". **"Pick-Up Number"** is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. **"Rental Period"** commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. **"Rental Period"** shall be the period of time that the Equipment is used by Customer. **"Rental Period"** shall be the period of time that the Equipment will be located during the Rental Period identified earlier. **"Store"** is the Sunbelt location identified earlier. **"Sunbelt"** is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. **"Telematics Data"** is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. **"Transportation Surcharge"** is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) **TERMS.** Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) **PERMITTED USE.** Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all necessary operator training prior to use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable notice of termination(s) to any disallowed individual(s) or any disallowed Individual(s) who Authorized Individual has used and operates the Equipment; (i) Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

g) **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, submit to Sunbelt all relevant documents, including but not limited to, police reports, insurance claims, and other documents related to the FVM or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

71 NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH
RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY
PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL
RIGHTS RESERVED" AND WAIVES ANY AND ALL RIGHTS TO RETURN, REFUND, OR EXCHANGE THE EQUIPMENT OR TO
WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOSS PROFITS,
PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH
DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE
HEREOF. A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM
AFTER THE EQUIPMENT IS INSTALLED, SHALL NOT BE CONSIDERED A BREACH OF THE WARRANTY. THE WARRANTY DOES NOT
APPLY TO ANY DAMAGE TO THE EQUIPMENT OR TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT OR TO PERSONS OR PROPERTY
DUE TO THE NEGLIGENCE OF ANY OTHER PARTY.

RELEASE AND DEMINIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER DEMINIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY (INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) **INSURANCE.** Due the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law, and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/uninsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes bodily injury and property damage caused by or on behalf of the insured or its agents, employees, independent contractors, subcontractors, or licensees, or evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

(10) **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "**Conditions**" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "**Exclusions**" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; (D) due to fire; (E) due to theft of the Equipment; or (F) due to the negligence of the Renter. **THE RPP IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER, AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES. UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfee) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) **PAYMENT.** Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. **CUSTOMER AGREES TO CREDIT CARD PAYMENT.** CUSTOMER SHALL BE PERMITTED TO PAY FOR CHARGES OR TO QUALIFY FOR CREDIT ON THE EQUIPMENT RENTAL CONTRACTS BY CREDIT CARD. CUSTOMER'S USE OF A CREDIT CARD TO PAY FOR CHARGES OR TO QUALIFY FOR CREDIT ON THE EQUIPMENT RENTAL CONTRACTS SHALL CONSTITUTE AN AUTHORIZATION BY CUSTOMER TO THE CREDIT OR DEBIT CARD AMOUNTS SHOWN ON THIS CONTRACT. CUSTOMER'S USE OF A CREDIT CARD TO PAY FOR CHARGES OR TO QUALIFY FOR CREDIT ON THE EQUIPMENT RENTAL CONTRACTS SHALL BE SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD. Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged for the rental period after the date of the last pickup given, provided the equipment is returned in the condition required herein. Customer may pick up the Equipment on any day, including on a day other than the day specified in the Contract. No pickups are permitted on public holidays, including but not limited to New Year's Day, Christmas Day, Thanksgiving Day, Memorial Day, Independence Day, Veterans Day, Labor Day, Easter Sunday or statutory holidays and Saturday and Sunday pickups are not permitted on specific Store hours. If Customer picks up equipment, Customer shall return the Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an **"AS IS, WHERE IS"** basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item, Sunbelt retains title to the item until Customer has paid in full.

15) **DEFAULT.** Cusltor shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due, (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by its creditor; (d) fails to insure the Equipment as required; or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16) **CRIMINAL WARNING.** The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) **ENVIRONMENTAL SERVICES CHARGE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) **FUEL:** For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated full capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refunding charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Fuel Option - if Customer returns the Equipment with less fuel than when received, Customer will be required to pay a refunding charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate). The refunding charge the Equipment will be assessed. The refunding charge will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however, these options each allow, for the convenience of not refueling, Customer agrees that none of these options are a resale sale of fuel.

19) **LIMITATION OF SUNBELT'S LIABILITY.** IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

20) JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

21) ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

22) **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information

23) **COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacypolicy.

24) **GOVERNING LAW.** The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) **FORCE MAJEURE.** Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbelt.

26) **MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference to the Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all other rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

Additional terms and conditions for Shoring can be found at <https://www.sunbeltrentals.com/about/shoring-bridging-additional-terms-and-conditions/>
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