TERMS AND CONDITIONS OF AGREEMENT

You, for yourself and for the Customer/Lessee, acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth in this Contract, that you have received a complete and legible copy of each of the same, together with all applicable Instructions and Warnings, and that YOU PERSONALLY GUARANTEE the full and prompt payment and performance of each and every obligation of the Customer / Lessee arising under and/or in connection with this Contract.

SKYBLACK RENTALS

1. Minimum Agreed Term: We rent by daily, weekly, or monthly rates. Month = 28 Days / 160 Hrs.; Week = 7 Days / 40 Hrs.; Day = 1 Day / 8 Hrs. Any usage beyond these limits — unless communicated and approved in advance — will incur pro-rated overtime charges based on the excess time or hours logged on the machine.

2. Refuel: Service charge for fuel not replaced upon return to Lessor: **$12 per gallon**.

3. Dry Runs: An extra fee might occur if we're unable to pick up or deliver the machine due to a lesser error.

4. DEF: If the customer drains the Diesel Exhaust Fluid, we will charge an additional **$14.95 per gallon.**

5. Call Off The machine is considered ON RENT until the customer calls off the rental

6. About insuring the machine: The Rental Protection Plan (15% of the rental rate) is not insurance: it protects the machine against fire, flood, theft, or other "circumstances beyond our reasonable control" that may damage the machine entirely. You may provide a valid COI (Certificate of Insurance) to cover the machine and removing the damage waiver charge.

6. Machine damages: The customer will be held responsable for machine damages if the damages are due to operator error or operator misuse. An extra invoice might be sent after we pick up the equipment.

7. Missing keys: Customers will need to pay $25 if the equipment's keys is missing when we pickup the machine.

8. Agreement: You agree to rent the above referenced Rented Item(s) from Skyblack LLC, d/b/a "Skyblack Rentals" (also referred to herein as "SBR," "Lessor," "we," "us" and "our") on the terms set forth in this Contract (including this Page 1, and Page 2 hereof) for the period beginning on the Date / Time Out until the earlier of: (a) the "Due Back" date and time set forth above; or (b) the date demand for such return is made by SBR , unless otherwise agreed in writing by SBR (the "Term")

9. About the Rental Protection Plan: Our Rental Protection Plan ("RPP") is OPTIONAL AND MAY BE DECLINED (See Section 12 on Page 3 of this Contract). IMPORTANT: If you decline RPP, or if you fail to pay the Rental Protection Plan before the commencement of the Rental Term, you will be responsible for all damage to the Rented Item(s), at the full (new) replacement value thereof. the Date / Time Out until the earlier of: (a) the "Due Back" date and time set forth above; or (b) the date demand for such return is made by SBR , unless otherwise agreed in writing by SBR (the "Term")

10. Receipt and Inspections: The Customer / Lessee hereby acknowledges receipt of delivery of all Item(s) referenced herein, and that all such Item(s) are complete, free of apparent defects, properly functioning, in good order, condition and repair, and otherwise in all ways acceptable to the Customer / Lessee.

11. Drop Off: By initialing the box to the right, you acknowledge that you: (a) have requested that SBR deliver the Rented Items to the location specified above (the "Site") in your absence; (b) have received all necessary familiarization, training, instructions and warnings regarding the safe and proper use of such Rented Item(s); (c) voluntarily assume all liability for such Items (including without limitation, any and all loss and/or damage thereto) from and after such delivery; and (d) agree to accept the statements of SBR's representatives regarding the status, condition, and quantity(ies) of such Rented Items and the Site as of the date and time of such delivery (and waive and relinquish any and all claims to the contrary. All charges due and coming due hereunder are subject to FINAL AUDIT by SBR. By signing below, you authorize SBR to charge all amounts due and coming due under this Rental Contract (up to 150% of the new replacement value of the item(s) rented to you, as identified above (hereinafter, "Rented Item(s)") to any and all debit or credit card(s) you provide. This is a legally binding Contract. Important Terms and Conditions appear below. ANY DIFFERENT OR ADDITIONAL TERMS (INCLUDING ANY HANDWRITTEN MODIFICATIONS), WHETHER ORAL OR WRITTEN, ARE HEREBY OBJECTED TO, AND SHALL NOT BE ENFORCEABLE AGAINST SBR, UNLESS SEPARATELY (AND SPECIFICALLY) APPROVED IN WRITING BY SBR.

12. Refunds: Refunds can be issued back to the same payment method either automatically or manually on a case-by-case basis, namely, in instances of duplicate charges or ncorrect amount charges.

TERMS AND CONDITIONS OF RENTAL CONTRACT – SKYBLACK LLC

For good and valuable consideration, you and Skyblack LLC, d/b/a "Skyblack Rentals" a Texas limited liability company, (also referred to herein as, "SBR," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to 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" and/or safety devices provided per the terms of Section [or "§"] 3 below); "Site" means the delivery or use address set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the "Customer," "Renter" or "Lessee" identified on P.1.

2. You agree to: (a) rent from SBR the Rented Item(s) for the period(s) specified on P.1 (the "Term"); (b) fully and timely pay us as and when due the rental rate(s) set forth on P.1 therefor (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff; and (c) remain liable for all loss of and/or damage to the Rented Item(s) for the entire Term and until all such Rented Item(s) is/are returned to and accepted by SBR in the proper return condition per § 10. Unless otherwise agreed in writing by SBR, all Rental rates are charged for normal use of the Rented Item(s), not exceeding 8 hours per 24-hour period for which Rent is charged hereunder [each, a "Rental Day"], 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period (zero hours for all uncharged-for periods) in accordance with the terms of this Contract. Additional Rent will be charged as provided in § 10 for late returns and overuse. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder in order to account for time in transit, Act(s) of God, event(s) of force majeure or any other period(s) of unavailability or nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed by SBR in writing, you: (a) will pay us: (i) any deposit and the Estimated Rent specified on P.1 in advance (the "Prepayment"); and (ii) all other amounts coming due hereunder upon demand; and (b) agree 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 under or in connection with this Contract; and (iv) all Prepayments are **NON-REFUNDABLE** except as provided in § 5. Anything remaining with, in or on any Item(s) upon return will be deemed surrendered and abandoned.

3. Upon the earlier of your receipt, or our delivery to the Site, of the Rented Item(s) unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by SBR), carefully examined and tested by you or your agent(s); and (b) you: (i) have received, carefully reviewed and understand all training, instructions, manuals, requirements, and other information, if any, including all applicable EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, ASSE, DOT, FMCSA, ANSI and other standards (collectively, "Instructions"); (ii) will fully and timely comply therewith (including Tier 4, Silica Dust, Cleaning and Disinfection requirements); (iii) have been made aware of the need to use all applicable personal protective equipment (including RESPIRATORY and FALL PROTECTION devices); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to dig or disturb the ground surface (call **811** and go to **www.Texas811.org** at least 3, but not more than 14, full business days in advance); (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract at all times. You agree to immediately notify: (A) the local police and SBR in the event of any theft or accident involving any Rented Item(s); and (B) SBR if any of the other requirements of this Section shall prove incorrect.

4. Except with respect to Rented Items which we rent from one or more third parties (each, a "TPO") and then re-rent to you ("re-rented items"), SBR owns and will retain title to all Rented Items at all times. You will have exclusive control over the use of the Rented Item(s) during the Term, subject however, to your duty to fully and timely comply with this Contract at all times. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) loan, transfer, sublease, re-rent, surrender, store, sell, encumber, assign or dispose of any Item(s) or this Contract, without our prior written consent (in our sole discretion). We may sell and/or assign all or any part of our interests in such 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 SBR or any TPO.

5. In the event of a Malfunction as defined in § 3, you will immediately notify, and return the Malfunctioning Item to, SBR, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of any provision of this Contract by, you or anyone you permit to use or deal with such Item(s), we may, at our option: (a) repair such Item; (b) provide you with a comparable Item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligation(s) with respect to Malfunctions, all of which you waive, together with all associated direct and indirect liabilities, losses, claims and damages.

6. **WARNINGS**: THE RENTED ITEM(S) CAN BE **DANGEROUS**, AND SHOULD BE TRANSPORTED, SERVICED, MAINTAINED, REPAIRED AND USED WITH **EXTREME CARE**, ONLY FOR ITS/THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY **TRAINED, FAMILIARIZED**, QUALIFIED, CERTIFIED, SUPERVISED, INSTRUCTED, AND IF APPLICABLE, **LICENSED**, ADULTS. YOU AGREE TO PROVIDE ALL APPLICABLE TRAINING, FAMILIARIZATION, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S), and ensure that each Item is used reasonably, safely and only: (a) **for its intended purpose**(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by SBR on a case-by-case basis, at the Site; (d) by adults who satisfy the above requirements; and (e) otherwise in full compliance with this Contract, at all times.

7. You shall ensure the Site is reasonably clean, safe, secure and otherwise fit for delivery and use of the Rented Item(s) at all times without modification by SBR. If we agree to provide any service(s) (including delivery and/or retrieval), you agree to: (a) pay our regular charge(s) therefor, 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. We will not be responsible for any delay(s) caused by other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend and hold harmless SBR. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition, quality, utility and quantities of the Item(s) and the Site).

8. **NO WARRANTIES**: SBR IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEMS, all of which are provided **"AS-IS"**. SBR MAKES NO 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 CONTAMINATION, GOOD AND WORKMANLIKE PERFORMANCE, AND ANY WARRANTY(IES) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) regarding any Item(s) or Service(s) referenced in this Contract, nor does SBR make any warranty(ies) against INTERFERENCE OR INFRINGEMENT, all of which you waive. No depictions, models, descriptions, specifications, recommendations or advertisements constitute representations or warranties by SBR or any TPO.

9. **INDEMNITY**: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **YOU HEREBY**: (A) **ASSUME ALL RISK** OF PERSONAL AND BODILY INJURY, ILLNESS, PRODUCTS LIABILITY, LOSS, THEFT, DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, CLEANING, CONTAMINATION, DISINFECTION, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL THEREOF (COLLECTIVELY, "RISKS"); (B) **RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, SKYBLACK LLC,** each TPO, their respective parents, partners, suppliers, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, representatives, subrogees, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS (including without limitation, attorneys' fees) as well as any breach of this Contract by you, your agents, employees, contractors and/or invitees; and except only as provided in § 5, (C) **WAIVE** all rights, remedies, claims, damages and defenses available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.

10. You agree to protect, properly service, 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 SBR on time at the end of the Term, complete (including all attachments), clean, free of contamination (including without limitation, silica, beryllium, asbestos and pathogens), in good order, condition and repair, properly serviced and maintained, and if applicable, full of the proper fuel, fluids and lubricants. If you fail to do so, then in addition to the amounts set forth on P.1, you will pay us: (a) Rent at our highest incremental rate for each succeeding full rental period until all Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. You shall not, nor shall you permit anyone else to: (i) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, CANNABIS AND ALCOHOL), abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item(s); (ii) violate any Instruction, insurance policy or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (iv) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Rented Item(s); (v) take possession of or exercise control over any Rented Item(s), without our prior consent (in our sole and absolute discretion); or (vi) place or store in any Rented Item(s) (including trailers) any contraband.

11. You agree to maintain all insurance we may require, including: (a) liability insurance with minimum limits of $1,000,000 per occurrence; (b) workers' compensation and employer's liability insurance; (c) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; and (d) hired auto liability and physical damage insurance, whenever possible: (i) naming SBR as an additional insured and loss payee; (ii) waiving subrogation against SBR; (iii) being primary and non-contributory; and (iv) including such other provisions (including deductibles) as SBR may require. You irrevocably appoint SBR as your agent and attorney-in-fact for purposes of submitting, negotiating and settling claims on all such policies.

12. If and only if, we have offered, and you have elected to purchase the RENTAL PROTECTION PLAN **("RPP")** (set forth on P.1, *if available*) and paid the RPP fee referenced therein prior to commencement of the Term, you will have no liability to us for the cost to repair or replace covered Item(s) which suffer physical damage during the Term; *except that* you will remain liable for all: (a) damage to or loss of covered Item(s) caused in whole or in part by: (i) your breach of this Contract; (ii) theft or other failure to return Rented Item(s) to us; (iii) intentional damage, misuse and abuse; (iv) use of alcohol or drugs; and/or (v) use of any Rented Item in violation of any Instruction or policy of insurance; and (b) loss of and/or damage to batteries, keys, glass, tires, wheels, tracks, tubes, booms, belts, fittings, chains, knobs and/or hoses. You may decline RPP if you provide the property damage / inland marine insurance referenced in § 11. **THE RENTAL PROTECTION PLAN IS NOT INSURANCE, NOR IS IT A WARRANTY.**

13. Your Rental shall be deemed a "net" rental. Accordingly, your obligations hereunder are unconditional and are not subject to reduction, setoff, abatement or counterclaim for any reason. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any other agreement(s) ("Other Contract(s)") between you and any Indemnitee, and/or any of your obligations arising (t)hereunder or in connection (t)herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business; if SBR reasonably deems itself insecure; or if any Rented Item(s) shall be lost or, unless covered by RPP per § 12, damaged, you will be in **DEFAULT** hereunder and under such Other Contract(s), whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, shut down, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations (t)hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available (t)hereunder, at law and/or in equity, all of which are and shall remain cumulative and unimpaired.

14. This Contract shall be governed by and enforceable under the laws of Texas. Disputes arising under and/or in connection with this Contract and/or its subject matter, shall, at the sole option of SBR, be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at its office(s) located nearest to SBR's principal place of business before a single arbitrator selected by SBR. Judgment on the arbitrator's award shall be final and binding on the parties hereto and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie exclusively in the federal, state and local courts located in or nearest to Fort Bend County, TX (unless waived by SBR). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **EACH PARTY VOLUNTARILY WAIVES ITS RIGHTS TO: (A) PARTICIPATE IN ANY JOINT, COLLECTIVE OR CLASS ACTION AGAINST THE OTHER PARTY HERETO; AND (B) TRIAL BY JURY.**

15. This Contract, and any addenda(um) we provide (including as applicable, our Rental Purchase Option Addendum), each of which is incorporated herein, represent(s) the entire agreement between you and SBR, superseding all other agreements and representations (including our website and advertising). The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court or arbitral body of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be amended or extended except in a writing signed by SBR. Time is of the essence. These Terms and Conditions apply to the Item(s) identified on P.1 and to **all other Items** you obtain from us at any time (except only as we may otherwise agree in writing). This Contract: (a) constitutes an operating lease, and not a financing; (b) is fair and reasonable; and (c) shall bind and be enforceable by you, Skyblack LLC, the other Indemnitees, and such parties' respective insurers, successors and permitted assigns (there being no other third-party beneficiaries hereto). You agree to pay all sales, use and other taxes (including without limitation, all Texas Emissions Reduction Plan and Dealer's Heavy Equipment Special Inventory taxes), as well as all tolls, fines, fees, duties, assessments and other charges related to the Rented Item(s) and/or this Contract. In the event legal action is commenced in connection herewith, we will be entitled to recover our costs and expenses associated therewith (including without limitation, our attorneys' fees and expenses) from you if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies. To the maximum extent permitted under applicable law, you grant to SBR: (a) a lien on all real and personal property: (i) placed in or on; and/or (ii) improved with, any Rented Item(s); and (b) the right to claim on any bond provided in connection therewith. We may, without notice or liability to you, monitor and/or inspect (in person and/or electronically, including via GPS and/or telematics) any Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be our property. If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God" event of force majeure, or other facts or circumstances beyond our reasonable control (including without limitation war, fire, flood, wind, storm, riot, terrorism, power surge or interruption, epidemic, pandemic and/or governmental or regulatory action or mandate), we will be excused from such performance. All amounts due to SBR hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize us to charge all amounts coming due hereunder to any debit and/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) actually paid by you hereunder. Digital, electronic, photocopied and facsimiled signatures appearing on this Contract and/or any Addenda(um) we provide will be deemed originals.

16. Any item(s) sold to you ("Sale Items"), as provided on P.1 are provided "**AS-IS**" and are subject to the terms of this Contract (modified to address sales), except that § 5 shall not entitle you to return any Sale Item(s). All item(s) not specifically identified as Sale Items on P.1 will be deemed to be "Rented Item(s)".

17. STATUTORY RENTAL PROTECTION PLAN NOTICE: This contract offers an optional Rental Protection Plan for an additional charge to cover your responsibility for loss of or damage to the heavy equipment. You do not have to purchase this coverage. Before deciding whether to purchase this loss damage waiver, you may consider whether your insurance policies afford you coverage for loss of or damage to the heavy equipment rented and the amount of the deductible you would pay under your policies.

18. **WARNING**: Wrongfully obtaining or withholding property and/or services of another which are available only for compensation may be deemed **THEFT**, resulting in **CIVIL LIABILITY** and/or **CRIMINAL PROSECUTION**. See Texas Penal Code § 31.04, *et seq.* for details.

LESSEE ACTHERE'S IS A LARGE PRINT-VERSION OF THESE TERMS AND CONDITIONS THAT CAN BE MADE AVAILABLE TO LESSEE. IT IS ALSO AVAILABLE AT WWW.SKYBLACKRENTALS.COM

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