

Apex Pro Rentals is operated as part of Fort Worth Tractor & Turf. These Commercial Terms and Terms and Conditions are incorporated into and made part of each rental contract, invoice, reservation, or other rental document issued by Apex Pro Rentals ("Apex," "Lessor," "we," "us," or "our") to the customer identified on the applicable rental contract ("Customer," "Lessee," "you," or "your"). The rental contract and these Terms together constitute the "Agreement."

COMMERCIAL TERMS

Rental Usage Allowance. Unless otherwise stated on the Rental Contract, rental rates include a maximum of **8 meter hours per rental day, 40 meter hours per rental week, and 160 meter hours per rental month.** Usage exceeding the applicable allowance will be charged at Apex's applicable overtime or excess-usage rate.

Fuel Charge. Equipment must be returned with the same fuel level as when rented. Fuel required to restore the Equipment to the checkout fuel level will be charged at **\$7.00 per gallon.**

Cleaning Charge. Equipment must be returned reasonably clean. Equipment returned with excessive mud, dirt, debris, grease, manure, trash, or other material may be assessed a **\$150.00 cleaning charge.** Extraordinary cleaning, remediation, or disposal involving concrete, asphalt, paint, hazardous substances, contamination, or similar materials may be charged separately based on actual or reasonable costs.

Loss Damage Waiver. When offered and affirmatively accepted, Loss Damage Waiver ("LDW") costs 15% of the applicable rental charge. LDW is optional and is not insurance. Customer is responsible for a \$1,000 deductible per covered occurrence; covered physical damage above the deductible is waived subject to the written LDW election, its terms, exclusions and limitations, and Texas law.

Payment Descriptor. Apex Pro Rentals operates as part of Fort Worth Tractor & Turf. Customer understands that credit-card, debit-card, or other electronic payment transactions relating to an Apex Pro Rentals rental may appear on Customer's bank or card statement as **FORT WORTH TRACTOR & TURF** or a substantially similar descriptor.

TERMS AND CONDITIONS

1. INSPECTION AND ACCEPTANCE

Customer acknowledges having had an opportunity to inspect the rented equipment, attachments, accessories, trailers, and related items ("Equipment") and accepts the Equipment in good operating condition except for conditions documented at checkout. Customer acknowledges that the Equipment is suitable for Customer's intended use and that Customer understands, or is responsible for obtaining instruction regarding, its safe and proper operation.

Customer shall inspect the Equipment before each use and shall immediately discontinue use and notify Apex if the Equipment becomes unsafe, damaged, defective, or in need of repair.

2. AUTHORIZED AND QUALIFIED OPERATORS

Only Customer and Customer's employees, agents, or other persons authorized by Customer may operate the Equipment.

Customer is responsible for ensuring every operator is properly trained, competent, legally permitted, physically capable, familiar with the manufacturer's operating instructions, and qualified to safely operate the Equipment.

Customer is responsible for the acts and omissions of all persons Customer permits to possess, transport, or operate the Equipment.

3. PROHIBITED USE

Customer shall not use or permit the Equipment to be used:

- (a) for any illegal purpose or in violation of applicable law;
- (b) for an unintended purpose or beyond manufacturer-rated capacity;
- (c) in a reckless, abusive, negligent, or unsafe manner;
- (d) by an unauthorized, untrained, or impaired operator;
- (e) after a warning light, alarm, malfunction, unsafe condition, or material defect is observed;
- (f) for racing, stunts, or carrying passengers where the Equipment is not designed for passengers;
- (g) in water, corrosive environments, hazardous conditions, or other conditions beyond manufacturer specifications; or
- (h) at an unauthorized location or outside the approved territory without Apex's prior approval.

4. JOBSITE SAFETY; UNDERGROUND AND OVERHEAD UTILITIES

Customer assumes responsibility for evaluating the jobsite and determining whether the Equipment can be safely used there.

Customer is responsible for ground conditions, slopes, grades, soil stability, bridges, floors, structures, access routes, overhead obstructions, underground hazards, and the load-bearing capacity of all surfaces.

Before digging, trenching, drilling, augering, grading, or excavating, Customer is responsible for identifying and marking underground utilities and complying with applicable Texas One Call/811 requirements.

Customer is responsible for maintaining required clearances from overhead electrical lines and other hazards.

5. SAFETY EQUIPMENT

Customer shall use all seat belts, ROPS/FOPS, guards, alarms, interlocks, shields, and other manufacturer-installed safety devices as intended.

Customer shall not disable, remove, bypass, defeat, or modify any safety device.

6. RENTAL PERIOD AND RETURN

Customer's right to possess the Equipment ends at the due date and time stated on the Rental Contract unless Apex approves an extension.

Time is of the essence.

Customer remains responsible for rental charges and the Equipment until it is physically returned to and accepted by Apex or, when Apex has agreed to retrieve the Equipment, until Apex takes possession, except as otherwise required by applicable law or expressly agreed by Apex.

Calling, texting, emailing, or otherwise notifying Apex that Customer has finished using the Equipment does not, by itself, terminate the rental period.

Unauthorized retention after the due date constitutes a material breach of the Agreement.

7. PICKUP AND DELIVERY

When Apex delivers or retrieves Equipment, Customer shall provide safe, legal, unobstructed access suitable for Apex's delivery vehicle.

Equipment awaiting pickup must be accessible, reasonably clean, unlocked, shut down, and located with all rented attachments and accessories together.

Additional transportation, waiting, recovery, or attempted-pickup charges may apply when Customer or jobsite conditions prevent Apex from safely completing a scheduled delivery or pickup.

8. METER USAGE AND OVERTIME

Unless otherwise stated on the Rental Contract, rental rates include:

Daily Rental: up to 8 meter hours

Weekly Rental: up to 40 meter hours

Monthly Rental: up to 160 meter hours

Meter usage exceeding the applicable allowance constitutes additional rental usage and will be charged at Apex's applicable overtime or excess-hour rate.

Customer shall not disconnect, alter, reset, defeat, or tamper with any hour meter, odometer, GPS device, telematics system, emissions system, or other monitoring equipment.

9. FUEL, DEF, FLUIDS, AND CONTAMINATION

Equipment must be returned with the same fuel level as when rented.

Apex will charge **\$7.00 per gallon** for fuel required to restore the Equipment to its checkout fuel level.

Customer is responsible for damage and related expenses resulting from wrong fuel, contaminated fuel, water in fuel, incorrect or contaminated DEF, incorrect hydraulic fluid, improper lubricants, or other Customer-caused fluid contamination.

Such expenses may include draining, flushing, filters, parts, labor, towing, transportation, diagnostics, and other reasonable repair costs.

Customer is responsible for checking and maintaining required fluid levels during the rental period in accordance with manufacturer instructions.

10. CLEANING

Equipment shall be returned reasonably clean and free from excessive mud, dirt, debris, grease, manure, trash, or other material.

A **\$150.00 excessive cleaning charge** may be assessed when Equipment requires excessive cleaning after return. The \$150 charge does not limit Customer's responsibility

for extraordinary costs associated with removing concrete, asphalt, paint, chemicals, hazardous substances, contamination, or materials requiring specialized cleaning, remediation, or disposal.

11. CARE, LOSS, AND DAMAGE

Customer shall exercise reasonable care in possessing, transporting, storing, securing, and operating the Equipment.

Except to the extent covered by an applicable LDW, insurance, or otherwise limited by law, Customer is responsible for loss of or physical damage to the Equipment occurring while it is in Customer's possession, custody, or control.

Reasonable wear and tear does not include damage caused by misuse, abuse, collision, impact, rollover, submersion, overloading, contamination, improper operation, prohibited use, or failure to properly secure or protect the Equipment.

12. TIRES, TRACKS, UNDERCARRIAGE, AND ATTACHMENTS

Subject to any applicable LDW and applicable law, Customer may be responsible for damage beyond ordinary wear to tires, wheels, tracks, rollers, idlers, sprockets, undercarriages, cutting edges, bucket teeth, hydraulic hoses, couplers, breaker tools, auger bits, buckets, forks, grapples, and other attachments or accessories.

This includes damage caused by cuts, punctures, embedded wire or rebar, improper track tension, misuse-related derailment, overloading, impact, or operation on unsuitable surfaces.

13. NO UNAUTHORIZED REPAIRS OR MODIFICATIONS

Customer shall not repair, weld, alter, modify, disassemble, paint, decal, or authorize work on the Equipment without Apex's prior authorization.

Customer shall not remove or alter serial numbers, manufacturer labels, Apex identification, GPS/telematics devices, emissions components, or safety equipment.

14. BREAKDOWN OR MALFUNCTION

If Equipment becomes unsafe or malfunctions, Customer shall immediately stop operating it, secure it, and notify Apex.

Customer shall not perform or authorize repairs at Apex's expense without Apex's prior approval.

Subject to availability, Apex may repair or replace malfunctioning Equipment.

Any downtime credit is subject to Apex's determination of the cause and duration of the malfunction. No downtime credit is due for problems resulting from misuse, damage, prohibited use, improper maintenance, jobsite conditions, or Customer's failure to promptly report the problem.

To the extent permitted by law, Apex is not responsible for incidental, consequential, special, or lost-profit damages resulting from breakdown, delay, replacement, or Equipment unavailability.

15. TRANSPORTATION AND TRAILERS

When Customer transports Equipment or rents a trailer, Customer is responsible for determining that the tow vehicle, driver, hitch, receiver, ball, brake controller, electrical connection, safety chains, tie-downs, and load-securement equipment are adequate and legally compliant.

Customer shall inspect the trailer coupling, chains, tires, lights, brakes, and Equipment securement before departure and periodically during transportation.

Customer is responsible for compliance with applicable weight, licensing, permitting, lighting, braking, load-securement, and roadway requirements.

16. ACCIDENTS, THEFT, AND VANDALISM

Customer shall immediately notify Apex of any accident, theft, attempted theft, vandalism, rollover, fire, submersion, collision, bodily injury, or property damage involving the Equipment.

Customer shall contact law enforcement when appropriate, obtain a report or case number when available, preserve evidence, obtain photographs and witness information when reasonably possible, and cooperate with Apex and its insurers.

17. SECURITY OF EQUIPMENT

Customer shall take reasonable precautions to protect the Equipment against theft, vandalism, and unauthorized use.

When Equipment is unattended, Customer shall remove keys and use locks, immobilizers, or other security devices supplied with the Equipment when applicable.

18. TICKETS, TOLLS, IMPOUND, AND OTHER CHARGES

Customer is responsible for tolls, citations, parking charges, towing, storage, impound charges, overweight violations, permit violations, and similar governmental or third-party charges arising from Customer's possession, transportation, parking, or use of the Equipment.

Customer is also responsible for reasonable administrative expenses incurred by Apex in processing such charges.

19. ASSIGNMENT, SUBLEASE, AND LOCATION

Customer may not assign the Agreement or sell, pledge, sublease, loan, transfer, or otherwise dispose of the Equipment without Apex's prior written approval.

Customer shall not remove Equipment from the approved jobsite or approved territory, or remove Equipment from the State of Texas, without Apex's prior approval.

20. OWNERSHIP

The Equipment remains the property of Apex or its applicable owner at all times.

Customer receives only a temporary right of possession and use.

Rental payments do not create an ownership interest or purchase credit unless Apex separately agrees in writing to a rent-to-purchase or purchase arrangement.

21. REPLACEMENT AND RECOVERY COSTS

Subject to applicable law, insurance, and any applicable LDW, Customer may be responsible for the reasonable replacement cost of Equipment that is lost, stolen, destroyed, or damaged beyond economical repair.

Replacement cost may include the reasonable cost of obtaining comparable replacement equipment together with applicable freight, taxes, setup, and acquisition expenses.

Customer may also be responsible for reasonable towing, winching, recovery, transportation, cleanup, and similar expenses caused by Customer's misuse, abandonment, immobilization, or breach of the Agreement.

22. INSURANCE

When Apex requires insurance, Customer shall provide evidence of coverage acceptable to Apex before taking possession of the Equipment.

Depending upon the Equipment and rental, Apex may require property or inland-marine coverage for rented equipment, commercial general liability, automobile liability, workers' compensation, and appropriate additional-insured or loss-payee status.

Providing a certificate of insurance does not reduce Customer's contractual obligations except as expressly agreed by Apex in writing or required by law.

23. CREDIT AND DEBIT CARD AUTHORIZATION

Customer authorizes **Apex Pro Rentals and Fort Worth Tractor & Turf** to charge any credit card, debit card, or other payment method voluntarily provided by Customer for amounts properly due under the Agreement, subject to applicable law and applicable card-network requirements.

Authorized charges may include rental charges, approved extensions, excess meter usage, fuel charges, the **\$150 excessive cleaning charge**, transportation charges, tolls, missing items, and lawful damage, recovery, or other amounts due under the Agreement.

Customer acknowledges that **Apex Pro Rentals operates as part of Fort Worth Tractor & Turf and transactions relating to Apex Pro Rentals may appear on Customer's bank, debit-card, or credit-card statement as "FORT WORTH TRACTOR & TURF" or a substantially similar descriptor.**

The appearance of Fort Worth Tractor & Turf as the transaction descriptor does not alter Customer's payment obligations relating to the Apex Pro Rentals transaction.

24. PAYMENT, DEPOSITS, AND OVERDUE ACCOUNTS

Rental charges and other amounts are due according to the applicable Rental Contract or approved credit terms.

Apex may require a security deposit and may apply the deposit toward amounts properly due without limiting Customer's responsibility for any remaining balance.

Past-due amounts may be subject to lawful service or finance charges when disclosed and permitted by applicable law.

Customer shall be responsible for reasonable collection costs, court costs, and attorneys' fees to the extent recoverable under applicable law.

25. GPS AND TELEMATICS

Customer acknowledges that Equipment may contain GPS, telematics, hour-meter, diagnostic, theft-prevention, or similar technology.

Subject to applicable law, Apex may use these systems to determine Equipment location, recover Equipment, verify usage and operating hours, diagnose faults, schedule maintenance, prevent theft, protect Apex property, and enforce the Agreement.

Customer shall not disconnect, obstruct, disable, remove, or tamper with such systems.

26. REPOSSESSION AND RECOVERY

Upon expiration or termination of the rental period, material nonpayment, unauthorized transfer, abandonment, material breach of the Agreement, or circumstances in which Apex reasonably believes its Equipment is at risk, Apex may exercise its lawful rights to recover the Equipment.

Customer shall not conceal, disable, move, or obstruct lawful recovery of the Equipment.

Nothing in the Agreement authorizes Apex or Customer to breach the peace, trespass unlawfully, or exercise a remedy prohibited by applicable law.

27. FAILURE TO RETURN EQUIPMENT

Failure to return Equipment when required constitutes a material breach of the Agreement.

Apex may demand immediate return and pursue available civil remedies and, where legally appropriate, contact law enforcement.

Any theft-related notice, demand, or criminal complaint concerning failure to return rented property shall be handled in accordance with applicable Texas law, including Texas Penal Code §31.04 where applicable.

28. WARRANTY DISCLAIMER

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EQUIPMENT IS RENTED **"AS IS"** WITHOUT WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT WARRANTIES THAT CANNOT LAWFULLY BE DISCLAIMED.

CUSTOMER IS RESPONSIBLE FOR DETERMINING WHETHER THE EQUIPMENT IS APPROPRIATE FOR CUSTOMER'S INTENDED APPLICATION.

29. ASSUMPTION OF RISK; INDEMNITY; LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, CUSTOMER ASSUMES THE RISKS INHERENT IN THE POSSESSION, TRANSPORTATION, STORAGE, AND OPERATION OF THE EQUIPMENT.

CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS APEX PRO RENTALS, FORT WORTH TRACTOR & TURF, AND THEIR OWNERS, AFFILIATES, EMPLOYEES, AND AGENTS FROM THIRD-PARTY CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES ARISING FROM CUSTOMER'S OR CUSTOMER'S OPERATORS' POSSESSION, TRANSPORTATION, STORAGE, USE, MISUSE, OR RETURN OF THE EQUIPMENT, EXCEPT TO THE EXTENT SUCH OBLIGATION IS PROHIBITED BY LAW.

ANY PROVISION INTENDED TO APPLY TO THE NEGLIGENCE OF AN INDEMNIFIED OR RELEASED PARTY SHALL APPLY ONLY TO THE EXTENT EXPRESSLY PERMITTED BY TEXAS LAW.

TO THE EXTENT PERMITTED BY LAW, APEX SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR LOST-PROFIT DAMAGES ARISING FROM THE RENTAL OR USE OF THE EQUIPMENT.

30. LOADING AND UNLOADING

Customer is responsible for safe loading, unloading, positioning, and securement of Equipment when performed by or for Customer.

If Apex personnel assist with loading or unloading, Customer shall follow safety instructions and maintain a safe loading area.

Allocation of responsibility for any negligent act remains subject to applicable Texas law.

31. TAXES AND FEES

Customer shall pay all applicable rental, sales, environmental, governmental, and other lawful taxes or fees associated with the rental unless Customer provides valid exemption documentation accepted by Apex.

32. AUTHORITY TO BIND BUSINESS CUSTOMER

Any person entering into a Rental Contract on behalf of a corporation, limited liability company, partnership, governmental entity, or other organization represents that the person has authority to bind that organization.

The organization shall be responsible for its employees, agents, subcontractors, and authorized operators with respect to the Equipment.

33. ELECTRONIC SIGNATURES AND COMMUNICATIONS

Electronic, digital, scanned, and facsimile signatures may be treated as originals to the extent permitted by applicable law.

Customer consents to receiving rental documents, invoices, notices, and ordinary rental communications using the mailing address, telephone number, or email address provided by Customer, subject to applicable law.

Nothing in this section changes any method or timing of notice specifically required by Texas law.

34. GOVERNING LAW AND VENUE

The Agreement shall be governed by the laws of the State of Texas.

Any mandatory venue or jurisdiction established by applicable law shall control. Otherwise, any civil action arising from the Agreement may be brought in a court of competent jurisdiction in the Texas county in which the applicable Apex Pro Rentals/Fort Worth Tractor & Turf rental location is situated, subject to applicable law.

35. SEVERABILITY

If any provision of the Agreement is determined to be invalid or unenforceable, that provision shall be limited or severed to the minimum extent necessary, and the remaining provisions shall continue in effect.

36. NO WAIVER

Apex's failure or delay in enforcing any provision of the Agreement does not constitute a waiver of that provision or Apex's right to enforce it later.

37. ENTIRE AGREEMENT; MODIFICATIONS

The applicable Rental Contract, these Commercial Terms and Terms and Conditions, and any incorporated written addenda constitute the entire agreement regarding the rental of the Equipment.

No oral statement by an employee or representative modifies the Agreement.

Any extension, amendment, waiver, or modification must be approved by Apex in writing or electronically except to the extent otherwise required by law.

38. CUSTOMER ACKNOWLEDGMENT

By signing or electronically accepting the applicable Rental Contract, Customer acknowledges that Customer has received or been provided access to these Commercial Terms and Conditions, has had an opportunity to review them, and agrees that they are incorporated into the Rental Contract.