



YJ EQUIPMENT RENTALS, LLC RENTAL TERMS AND CONDITIONS

This Rental Agreement is entered into between YJ Equipment Rentals, LLC (“YJ,” “we,” “our,” or “Lessor”) and the individual or business identified on the Rental Contract (“Customer” or “Lessee”). By completing this rental, Customer agrees to the following terms and conditions. YJ Equipment Rentals, LLC is a Florida limited liability company.

- 1. INSPECTION OF EQUIPMENT:** The Lessee acknowledges that they have personally inspected the equipment, found it suitable for their needs, and confirmed it is in good working condition. Customer acknowledges that the equipment has been inspected and accepted in good working condition at the start of the rental. Customer agrees to inspect the equipment prior to each use and to immediately notify YJ of any damage or malfunction. Failure to report visible damage at delivery constitutes acceptance of the equipment as received.
- 2. EQUIPMENT MALFUNCTION:** Should the equipment become unsafe or defective, the Lessee agrees to discontinue use and notify the Lessor immediately. The Lessor will attempt to replace the faulty equipment with similar working equipment, if available. The Lessor is not liable for delays or any incidental damages that may result from equipment failure.
- 3. NO WARRANTIES:** The Lessor makes no warranties, express or implied, regarding the equipment’s suitability for any particular use, nor that the equipment is free from defects. The Lessee rents the equipment “as-is.”
- 4. LIABILITY AND INDEMNIFICATION:** The Lessee assumes all risks related to the use of the equipment. The Lessee agrees to indemnify and hold harmless the Lessor from any claims, including those by third parties, for personal injuries, property damage, or losses arising from the use, maintenance, or return of the equipment. This includes any legal fees incurred in defending such claims. In no event shall YJ Equipment Rentals, LLC be liable for lost profits, business interruption, consequential, incidental, or special damages. Lessor’s total liability shall not exceed the rental charges paid under this Agreement except to the extent caused solely by the gross negligence or willful misconduct of YJ Equipment Rentals, LLC.
- 5. USE OF EQUIPMENT:** Customer agrees to operate the equipment safely, lawfully, and only for its intended purpose within the limitations and restrictions specified by the Equipment Manufacturer. Equipment must be operated only by competent and properly trained individuals. Customer agrees to comply with all applicable federal, state, and local laws, including OSHA regulations where applicable. Equipment may not be relocated from the approved rental address without prior written authorization from YJ. Equipment may not be used for unlawful purposes, abused, overloaded, modified, subleased, or operated by unauthorized individuals. Unauthorized relocation or misuse may void damage waiver protection and may result in additional charges. The following uses of the equipment are prohibited and constitute a breach of this Agreement:
 - a. Illegal activities or use in violation of any law.
 - b. Improper or unintended use, including misuse or abuse.
 - c. Use by any person other than the Lessee, without prior written permission from the Lessor.
 - d. Use at a location other than the agreed-upon rental address, except for trailers.
 - e. Use outside the equipment manufacturer’s specifications for safe operations.
- 6. ASSIGNMENTS, SUBLEASES, AND LOANS:** The Lessor may assign its rights under this Agreement without the Lessee’s consent but remains bound by the Agreement’s obligations.

The Lessee may not sublease or lend the equipment without written permission from the Lessor.

- 7. RENTAL PERIOD:** Time is of the essence with respect to return of equipment. The rental period begins at the time equipment is delivered to the Customer or picked up by the Customer, whichever occurs first. The rental period continues until the equipment is physically returned and inspected by YJ, or retrieved by YJ and accepted upon inspection. Rental charges continue until equipment is checked back in, regardless of usage.
- 8. RETURN OF EQUIPMENT:** The Lessee's right to use the equipment ends at the expiration of the rental period. Failure to return the equipment promptly or make equipment available for pickup as scheduled is a material breach of this Agreement. The equipment must be returned in the same condition, subject to normal wear and tear. The Lessee is liable for any damage incurred due to late returns.
- 9. THEFT OF EQUIPMENT:** The Lessee agrees to pay for the equipment at its replacement value if lost or stolen while in their possession. The damage waiver does not cover theft.
- 10. REPOSSESSION:** If the Lessee fails to pay or breaches this Agreement, the Lessor may terminate the Agreement and repossess the equipment without notice. The Lessee waives any claims arising from such repossession.
- 11. NO REPRESENTATION OF MANUFACTURER:** The Lessee acknowledges that the Lessor is not the manufacturer of the equipment and assumes no liability for any defects in the equipment itself.
- 12. LOADING AND UNLOADING EQUIPMENT:** If the Lessor assists in loading or unloading the equipment, the Lessee assumes all risks for any damage or injury that may result.
- 13. TRAILER HITCH INSPECTION:** The Lessee agrees to inspect trailer hitches and safety chains before each use and maintain them in a secure condition. YJ does not verify towing capacity of Customer's vehicle and assumes no responsibility for improper towing setup.
- 14. ACCIDENT NOTIFICATION:** In the event of an accident involving the equipment, the Lessee must notify the Lessor immediately and provide a written incident report within 24 hours.
- 15. PAYMENT TERMS:** All accounts are due at the end of the rental period. A service charge may be applied to overdue accounts, and the Lessor reserves the right to pursue collection for unpaid balances. The Lessee agrees to pay all rental fees, service charges, and any late fees. All overdue accounts may incur service charges, and the Lessee will be responsible for any collection or legal fees the Lessor incurs. Full payment is due at the time of booking or delivery unless a commercial account has been pre-approved. Customer authorizes YJ to charge the payment method on file for rental charges, delivery fees, fuel shortages, cleaning fees, damage, loss, late fees, collection costs, and attorney's fees if applicable. Customer agrees not to dispute or initiate a chargeback for valid rental charges and acknowledges that rental charges are authorized under this Agreement. Past due balances may accrue interest at 1.5% per month or the maximum amount permitted under Florida law. Customer is responsible for all applicable sales, use, and other taxes unless a valid tax exemption certificate is provided prior to rental.
- 16. SECURITY DEPOSITS:** A security deposit may be required based on the type and value of equipment rented. Deposits may be applied toward unpaid balances, damage, cleaning, fuel, or loss. Deposits do not limit the Customer's liability and any remaining balance after application of the deposit remains the responsibility of the Customer.
- 17. DELIVERY AND PICKUP:** YJ provides round-trip delivery and pickup service within a 15-mile radius of the dispatch location. Base delivery rates vary by equipment class and include both delivery and pickup. Mileage beyond 15 miles is charged at a per-mile round-trip overage rate based on equipment type.

- 18. ON-SITE DELIVERY ACCESS & WAITING TIME:** When YJ Equipment Rentals, LLC delivers equipment to a Customer's jobsite or designated location, the Customer agrees to provide safe, clear, and immediate access for unloading at the scheduled delivery time. Delivery includes up to fifteen (15) minutes of on-site unloading time. If unloading exceeds fifteen (15) minutes due to site conditions, inaccessibility, lack of readiness, or Customer delay, a site delay fee of \$75 per additional thirty (30) minute increment will apply. If delivery cannot be completed because the site is not accessible, safe, or ready to receive the equipment, the delivery may be aborted and a redelivery fee equal to the full base delivery rate will be charged. Rental charges begin at the originally scheduled delivery time regardless of delays, aborted delivery, or rescheduling, and the equipment shall remain on rent until returned to and inspected by YJ Equipment Rentals, LLC. Additional service fees may apply for specific time windows, same-day rush delivery, after-hours or weekend delivery, site relocation, redelivery if equipment is not ready, or excessive site delay.
- 19. EQUIPMENT NOT READY FOR PICKUP:** If equipment is not ready for pickup, rental charges will continue and additional service, delay, or redelivery fees may apply. If YJ must return for a second trip or perform repairs, disposal, tire replacement, or other corrective services, those costs will be charged to the Customer which may include third-party service rates, YJ labor rates, mileage, and other applicable fees. Equipment must be empty, accessible, and in safe operating condition at the scheduled pickup time. Dump trailers must be fully emptied. Equipment must not have flat tires, mechanical damage, blocked access, or unsafe loading conditions.
- 20. ENVIRONMENTAL & COMPLIANCE FEE:** An Environmental and Compliance Fee may be applied to each rental to help offset costs associated with equipment maintenance, environmental compliance, waste handling, fluid disposal, cleaning materials, and regulatory requirements related to the operation and servicing of rental equipment. This fee is not a tax or government-mandated charge, but rather a cost-recovery charge that supports responsible environmental practices and operational compliance.
- 21. RISK OF LOSS AND RESPONSIBILITY:** Customer assumes full responsibility for the equipment from the time of delivery or pickup until it is returned and inspected. This includes responsibility for theft, fire, vandalism, weather damage, flood, storm surge, submersion, collision, improper transport, or any other loss. In the event of total loss, Customer is responsible for the full replacement value of the equipment.
- 22. DAMAGE WAIVER:** A Damage Waiver may be added to this rental at an additional charge equal to a percentage of the rental rate. The Damage Waiver provides limited protection against accidental damage to the equipment during normal use, subject to applicable deductibles and exclusions. The Damage Waiver is not insurance and does not cover theft, misuse, negligence, rollover, submersion, unauthorized relocation, or storm surge and flood damage. Customer remains responsible for all excluded losses and for any damage exceeding applicable coverage limits. Commercial customers may decline the Damage Waiver only by providing a valid Certificate of Insurance naming YJ Equipment Rentals, LLC as Additional Insured and Loss Payee.
- 23. INSURANCE:** Commercial customers are required to carry general liability insurance of at least \$1,000,000 and inland marine coverage equal to the replacement value of the rented equipment. Auto liability insurance is required when towing equipment. Failure to provide insurance does not relieve the Customer of liability.
- 24. GPS & TELEMATICS:** Certain equipment may contain GPS tracking devices, telematics systems, or remote disabling technology. Customer consents to monitoring of equipment

location and usage. Tampering with tracking devices constitutes a material breach of this Agreement. Tracking data may be used for recovery or legal enforcement purposes.

- 25. HURRICANE AND NAMED STORM:** Due to Florida operating conditions, if a named storm or hurricane watch or warning is issued for the county where the equipment is located, Customer agrees to take reasonable steps to secure and protect the equipment from wind and flood damage. Damage caused by storm surge or flooding is not covered under the Damage Waiver. YJ reserves the right to retrieve equipment prior to storm landfall when necessary.
- 26. FUEL AND CLEANING:** Equipment must be returned with the same fuel level as delivered and in reasonably clean condition. Additional charges may apply for refueling, excessive dirt, hardened concrete, asphalt buildup, or biohazard contamination.
- 27. DISPUTE RESOLUTION:** At YJ's election, disputes may be resolved by binding arbitration or litigation in St. Johns County, Florida. Customer waives the right to a jury trial. The prevailing party may recover attorney's fees and costs.
- 28. GOVERNMENT AGENCY RENTALS:** If the Customer is a federal, state, municipal, or other governmental agency, the rental shall be subject to YJ Equipment Rentals, LLC's Government Agency Rental Addendum, which is incorporated herein by reference. The Government Agency Rental Addendum governs matters specific to governmental entities, including payment processing, dispute resolution, and statutory limitations applicable to public agencies.
- 29. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or representations. No modification shall be valid unless in writing and signed by YJ.
- 30. FORCE MAJEURE:** YJ shall not be liable for failure to perform due to events beyond its reasonable control, including weather, storms, supply chain disruptions, labor shortages, or acts of God.
- 31. GOVERNING LAW:** This Agreement is governed by the laws of the State of Florida, with venue exclusively in St. Johns County, Florida.
- 32. SURVIVAL:** The provisions relating to payment obligations, risk of loss, indemnification, limitation of liability, dispute resolution, and governing law shall survive termination or expiration of this Agreement.