



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2100001016

Effective Date: 8/1/21

Expiration Date: 4/8/23

Document Description: Equipment Rental Services (Sunbelt Rentals Inc.)

Cited Authority: Intergovernmental Purchases

Record Date:

Procurement Folder: 684119

Procurement Type: Special Authority Goods & Svcs

Version Number: 1

CONTACT INFORMATION

ISSUER:

Daniel Salvato

502-564-5862

daniel.salvato@ky.gov

VENDOR INFORMATION

Name /Address:

Contact:

KY0031037: SUNBELT RENTALS INC

1160 EAST NEW CIRCLE RD

LEXINGTON KY 40505

NO CONTACT IDENTIFIED

606-928-8118

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00

Equipment Rental Services

Extended Description:

Equipment Rental Services

Please see supplemental terms and conditions for the following:

Standard Increments of Rental Intervals

Required Conditions of and at Delivery

Pricing of Equipment Rentals

Roles and Responsibilities in relation to Equipment used for Erosion and Sediment Control, and Shoring

Permitted Use

Selection/Suitability of Particular Rental Equipment for Particular Customer Task

Maintenance and Repair

Fueling

Return, and Arranging Return, of Equipment

Optional Rental Protection Plan

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000		\$0.000000	\$0.00			\$0.00

Environmental Fee

Extended Description:

Environmental Fee

Fee calculation as a percentage of the rental cost, defined in the supplemental terms and conditions.

2100001016

Equipment Rental Services (Sunbelt Rentals Inc.)



NASPO ValuePoint

PARTICIPATING ADDENDUM

EQUIPMENT RENTAL SERVICES

LED BY THE STATE OF VERMONT

Master Agreement #: MA 758 210001016

Contractor: Sunbelt Rentals

Participating Entity: Commonwealth of Kentucky

Scope and Participation:

1. Scope:

X This Participating Addendum includes the entire scope of the products and services available through the Master Agreement.

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation:

This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of **Kentucky** and Contractor for **Equipment Rental Services**. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

X This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in

	Document Description	Page 4
2100001016	Equipment Rental Services (Sunbelt Rentals Inc.)	

accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts:

-

The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Mike Fellows

Sunbelt Rentals Inc. Regional Government Account Manager

Phone: (616) 201-6601

Email: Mike.Fellows@Sunbeltrentals.com

Website: www.Sunbeltrentals.com

PARTICIPATING ENTITY:

Commonwealth of Kentucky

Finance and Administration Cabinet Office of Procurement Services

Commonwealth Buyer: Daniel Salvato CPPB.

Phone: 502-564-5862

Email: daniel.salvato@ky.gov

Participating Entity Modifications and Additions to the Master Agreement

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

X This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

4.1 Tax Exempt Status:

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices quoted in response to this master agreement.

4.2 Vendor Terms and Conditions:

The Commonwealth of Kentucky shall not be bound by any part(s) of the bidder's response to this master agreement that contains information, options, conditions, terms, or prices neither requested nor required. In the event of any conflicts between the specifications, terms and conditions indicated by the Commonwealth and those indicated by the contractor, those of the Commonwealth take precedence. The contract supersedes all bids or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

4.3 Post Contract Agreements:

The resulting contract shall constitute the entire agreement between the State and the contractor. Unless contractually provided, State agencies utilizing this contract will not be required to enter into

	Document Description	Page 5
2100001016	Equipment Rental Services (Sunbelt Rentals Inc.)	

nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract. Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

4.4 Quantity Basis of Contract – Estimated Quantities:

The State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

4.5 Manuals and Distribution of Literature:

Instruction and operating manuals shall be furnished for all equipment installed. Upon request, the vendor shall furnish State agencies and other public bodies with descriptive literature and service information for items awarded.

4.6 Vendor's Report:

The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

4.7 FOB Basis of Shipment – Vendor Responsible:

Quotations of unit prices on this solicitation shall be exclusive of freight charges. As per the NASPO Agreement, pickup and delivery will be quoted at the time of order, determined by the type of equipment needed, necessary trucking required for delivery and pickup, and the distance from the servicing Sunbelt location to the delivery point. F.O.B. Destination Freight Prepaid and Allowed. The vendor shall be fully responsible for all shipments until delivery and freight charges involved to the ordering agency.

4.8 Cancellation Clause – 30 Days Notice:

The Commonwealth may cancel the contract established by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

4.9 Exception to Required Use of Contract:

The establishment of this Master Agreement or Award Contract is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

4.10 Service Performance:

All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors shall be or shall be

2100001016**Equipment Rental Services (Sunbelt Rentals Inc.)**

deemed to be an employee, agent, or servant of the State for any reason. The contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

4.11 Addition or Deletion of Items or Services:

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor, to any contract. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

4.12 Agreement between Parties:

The vendor agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services.

Purchase or Sales Agreements, supplied by the bidder making an offer, in reply to the master agreement, will not be accepted. The only terms and conditions acceptable to the Commonwealth of Kentucky are as outlined.

4.13 Governmental Restrictions:

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

4.14 Payments:

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

4.15 Inspection:

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

2100001016**Equipment Rental Services (Sunbelt Rentals Inc.)****4.16 Subcontracts:**

All contractors, dealers, and resellers authorized in the Commonwealth of Kentucky, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

-

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

4.17 Federal Tax Exempt Purchases by the Commonwealth of Kentucky:

Contracts Direct With Manufacturer: In the event a manufacturer bids direct and is awarded a contract, the Office of Procurement Services shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Office of Procurement Services. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Contract With Other Than Manufacturer: If successful bidder is other than the manufacturer, the Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

4.18 EEO Requirements:

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

4.19 Governing Law:

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.20 Accessibility:

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47

	Document Description	Page 8
2100001016	Equipment Rental Services (Sunbelt Rentals Inc.)	

U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

4.21 Provisions for Termination of the Contract:

The master agreement shall be subject to the termination provisions set forth in 200 KAR 5:312.

4.22 Disclosure of Violation of Statutes

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

4.23 Discrimination (Effective April 8, 2015)

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

	Document Description	Page 9
2100001016	Equipment Rental Services (Sunbelt Rentals Inc.)	

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4.24 Consolidated Quarterly Administrative Fee

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable only to the rental revenue actually received by the contractor during the quarter, is exclusive of freight charges, fuel, labor, repair charges, RPP fees, retail sales of equipment or merchandise and re-rental revenue, and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to one percent (1%) of the net sales (less any returns, credits, or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Avenue, New Capitol Annex, Room 095, Frankfort, Kentucky 40601.

4.25 FAP Provisions:

ALL PROVISIONS OF FAP-110-10-00 SHALL BE PART OF THE AWARD CONTRACT.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements: The Master Agreement shall be for the rental of equipment only and shall not be allowed to be used for "lease to own" equipment.

2100001016**Equipment Rental Services (Sunbelt Rentals Inc.)**

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

PARTICIPATING ENTITY**CONTRACTOR**

Signature:  <small>DocuSigned by: BAA1A5585C0D49B...</small>	Signature:  <small>DocuSigned by: 108D2A328E594E8...</small>
Name: Becky Casella	Name: Joan Graham
Title: Customer Contract Manager	Title: Executive Director
Date: 7/30/2021	Date: 8/2/2021

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at ccc@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

2100001016

Equipment Rental Services (Sunbelt Rentals Inc.)

SUPPLEMENTAL TERMS FOR RENTAL EQUIPMENT

The Contractor shall provide Equipment Rental Service, in accordance with the following:

1. Standard Increments of Rental Intervals:

1.1. The monthly rental rate shall be based on 28 days, representing four whole weeks.

1.2. The weekly rental rate, per item, shall be based on a 5-day, 8-hour day.

1.3. The daily rental rate shall be based on an 8-hour day.

1.4. In the event a daily rental becomes a weekly rental, or a weekly rental becomes a monthly rental, the rental shall be rated as the extension occurs, i.e. the rental is for 3 days, yet the equipment is kept for a week, at the end of the week, the records are changed to reflect the weekly rental rate, so that the rental rate is always the exact rate of rental. The weekly rate will be charged once accumulated daily rates meet or exceed the week rate. The 4 week rate will be charged once accumulated weekly rates meet or exceed the 4 week rate rate. Contractor does not rent in less than full-day increments.

1.5. Rental rates shall be charged based on the actual rental commencement date.

1.6 The rental rates for the Equipment's are for "one shift," being not more than 8 hours per day and 40 hours per week unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Shift Rates apply to all generators and certain other equipment with hour meters. During a Declared State of Emergency, or a pending or existing disaster or catastrophe, natural (i.e. hurricane, tornado, flood, etc.) all diesel generators and pumps rented will be billed based on a one week minimum Rental Period at triple shift rates. This one week minimum rental at triple shift rates will not affect Equipment already on rent to Customer.

1.6. For equipment picked up at a rental facility, rental starts when equipment leaves yard and ends when the equipment is returned to rental facility.

1.7. For equipment being delivered to a job location, the rental period begins at the time of delivery and ends when the Purchasing Entity notifies Contractor that the rented equipment is no longer in use, and is ready for pick-up. Contractor failure to pick up the equipment, with proper notification, shall not result in an additional charge to the Purchasing Entity, nor holds the Purchasing Entity responsible for any damages that may occur, provided the equipment is accessible and at the designated location.

1.8. Rental rates do not accrue during equipment downtime unless damage is caused wholly or primarily by the Purchasing Entity.

2. Required Conditions of and at Delivery:

2.1. Contractors shall be responsible for any repairs relating to the equipment except those proven to be caused by the Purchasing Entity.

2.2. Contractors shall accept all financial responsibility of the rental of the equipment to be rented and shall not obligate an additional signing of any supplemental agreement with the manufacturer of the equipment or any financial institution.

2.3. All equipment must be in good working order and clean condition when picked up or delivered. If the equipment is not what the Purchasing Entity requested, or not mechanically and/or cosmetically sound, the Purchasing Entity has the right to refuse the equipment at the time of delivery or pick-up and shall document the reason in detail at the time of refusal. The documentation of the refusal is to be copied to the Purchasing Entity and the Contractor. Any charges incurred due to the rejected delivery will be the full responsibility of the Contractor.

	Document Description	Page 12
2100001016	Equipment Rental Services (Sunbelt Rentals Inc.)	

2.4. Equipment shall come fully fueled and lubricated and be ready for use at the time of pick-up or delivery. The Purchasing Entity will be responsible for fueling and maintaining the equipment during the rental period and prior to pick-up or delivery back to the bidder. The Purchasing Entity is responsible for providing the equipment back to the Contractor in as same as condition when received, less ordinary wear and tear, at the end of the rental period.

2.5. Contractor shall replace any parts, in the event of mechanical failure. The Purchasing Entity will immediately notify the Contractor of the mechanical failure, and the Contractor shall respond within two (2) hours with the actions to remedy the situation. The Contractor must notify the Purchasing Entity with a timeframe in which the equipment will be fixed. If downtime will be four (4) or more hours, the Contractor shall provide a replacement piece of equipment, that is equal to or better than what is rented, for the remainder of the rental period or until the original equipment is repaired and returned. If a replacement equipment is provided, the Contractor shall not invoice the Purchasing Entity at a different rental price than what is already established.

2.6. Pre-Delivery Inspection: All equipment must be delivered having had the proper inspection and maintenance checks including verifying that all equipment, gauges, etc., are in operational order and ready for immediate use by the Purchasing Entity. The Contractor must perform their own inspections per the manufacturer's instructions, or to subcontract the inspections. Contractor must also ensure, prior to delivery that all fluids at maximum levels, tire pressures to be at factory recommended levels, lights and switches in working order, etc. Any equipment delivered without having had proper inspections and completed maintenance will not be accepted.

3. Pricing of Equipment Rentals

3.1. Equipment Types and Rates are set forth in Attachment A-3.

- a. Rental rates are not subject to availability
- b. Rental rates shall remain firm and are not subject to change due to job conditions.
- c. No additional charges may apply for setup and training

3.2. Prices must remain firm for the first year of the contract period. After the first year of the contract period, and every renewal period thereafter, the Contractor may request a price adjustment consistent with and relative to price changes originating with the manufacturer and/or the market trends. The new pricing methodology must be sent with the request for adjustment to the Lead State. Requests for such an adjustment must be fully documented and, if approved, shall be firm until the next annual anniversary date of the contract. The State reserves the right to reject any requested price adjustments if deemed excessive.

3.3. To request a price adjustment, Contractor must submit a request within thirty (30) days of the annual anniversary date of the contract. If approved, price adjustments shall become effective ten (10) days after the approval. Retroactive adjustments shall not be allowed. Any purchase orders issued by any Purchasing Entity, prior to the effective date will be honored by Contractor at the price in effect at the time of the issuance of the purchase order.

3.4. Allowable charges will include the actual cost of any permits necessitated by product dimension or excess weight (i.e. transportation pricing).

4. Roles and Responsibilities in relation to Equipment used for Erosion and Sediment Control, and Shoring:

4.1. This Agreement does not include, and Sunbelt has no responsibility hereunder regarding, the unloading or loading of the Equipment from or onto trucks at the job site, or the assembly, installation, removal or dismantling of the Equipment. For that type of equipment, the user acknowledges and agrees that user will be solely responsible for the assembly, installation,

	Document Description	Page 13
2100001016	Equipment Rental Services (Sunbelt Rentals Inc.)	

maintenance, use, removal and dismantling of the Equipment in conformity with industry-standard safe practice and as detailed in the job-specific drawings and/or printed instructions issued by Sunbelt to the user. The user also acknowledges and agrees that the user will assemble, install, maintain, use, remove and dismantle the Equipment in compliance with the requirements of all laws and all federal, state and local codes, ordinances and regulations. The user acknowledges that Sunbelt has not and will not seek or obtain permitting that may be required under any federal, state and local codes, ordinances

and regulations. In order to assure proper fit, safety and compliance with the foregoing requirements, the user shall not intermingle, connect or use the Equipment with components not specifically supplied by Sunbelt under this Agreement (except as specifically necessary for the installation of the Equipment). The Equipment may not be moved from one job to another, nor may the Equipment be loaned or leased to any third party without Sunbelt's express written consent.

4.2. If Sunbelt provides the services of a technician as an advisor at the job site, the technician's role is limited to providing to the user's specifically-designated representative assistance regarding the safe and proper assembly, installation and use of the Equipment, using the instructions provided with the Equipment and any job-specific design drawings issued by Sunbelt; the technician's assistance may not be substituted for the user's own expertise (and/or the expertise provided by any third party) concerning the safe and proper assembly, installation, maintenance, use, removal and dismantling of the Equipment and, accordingly, the user is solely responsible for the safe and proper assembly, installation, use, removal and dismantling of the Equipment notwithstanding any services provided by such technician.

4.3. Sunbelt must be notified immediately, in writing, prior to any change in work, extra work, or change in job or site circumstances that may potentially involve changes in the intended use of the Equipment or any deviation from the job-specific design drawings issued by Sunbelt. The user agrees not to effect any change as described in this paragraph without first obtaining Sunbelt's express written consent. Sunbelt is not responsible (for damages or otherwise) for the user's breach of or failure to adhere to any the foregoing.

4.4. Ownership of, and all rights with respect to, the Equipment and any additional goods or services provided by Sunbelt hereunder, including all creative ideas incorporated therein, all preliminary materials, sketches, layouts, tooling, molds, dies, negatives, photographs, designs, blueprints or specifications relating thereto is vested exclusively in Sunbelt, and the foregoing and any information derived therefrom or otherwise communicated by Sunbelt to Customer shall be regarded as strictly confidential and shall not, without the written consent of Sunbelt, be provided to or disclosed to any third party (except solely for purposes of the assembly, installation, maintenance, use, removal and dismantling of the Equipment, and such third-party shall deemed subject to the foregoing confidentiality restrictions); provided, however, that the foregoing shall not apply to plans, drawings, designs and specifications supplied by Customer to Sunbelt. Regarding any engineering or other drawings provided to the user by Sunbelt, any use of the said drawings by any party which is inconsistent with the terms and conditions of this Agreement is expressly prohibited. Sunbelt expressly reserves its copyright and all intellectual property and other rights in the drawings. No portion of the drawings are to be reproduced, changed or otherwise used in any form or manner whatsoever which is inconsistent with this Agreement nor are they to be deemed assigned to any person or entity without obtaining the express prior written permission and consent of Sunbelt.

4.5. Sunbelt warrants only that the Equipment and any job-specific design drawings issued by Sunbelt hereunder shall be substantially in accordance with the site conditions descriptions, specifications or set of specifications that the user (or any third party on user's behalf) supplied to Sunbelt regarding the intended use of the Equipment. The user acknowledges that Sunbelt

2100001016**Equipment Rental Services (Sunbelt Rentals Inc.)**

expressly disclaims any warranty, and shall not be liable for, and Customer assumes all risk of, inaccurate or unsuitable specifications, site conditions or information provided, selected or designated by the user or any third party. Sunbelt will furnish replacement parts or repair any parts that prove to be defective when used under normal conditions and service and in accordance with this Agreement (including any drawings and/or printed instructions issued by Sunbelt in connection herewith).

SUMMARY TERM SHEET (may be provided at time of specific rentals)

This Summary Term Sheet defines and highlights certain terms, options, and obligations that are particularly relevant at the time that a specific piece of equipment is rented.

Contractor may, at its option, provide a copy of this Summary Term Sheet to the entity and individual renting equipment, at time of rental, and this Summary Term Sheet will be used to document whether or not the entity and individual renting the equipment opt to participate in the Rental Protection Program.

Contractor may not modify this Summary Term Sheet without prior written consent, and, additionally, nor may Contractor use an alternate document to serve purposes of the same sort served by this Summary Term Sheet.

1. Permitted Use; Responsibility for and custody of equipment during rental: When taking delivery and custody of rented equipment, the entity and individual taking delivery of and using the equipment (hereinbelow, "Customer") acknowledge:

Customer, and not contractor, have sole 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 to use the Equipment.

Prior to each use, Customer will, to best of customer's reasonably ability, inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is reasonably suitable for Customer's intended use;

Any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests the applicable waiver, Customer authorizes Contractor to leave the Equipment at the Site Address without requirement of written receipt);

Customer shall immediately notify Contractor if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs. Incident is any fine, 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.;

Customer has received from Contractor information needed or requested regarding the operation of the Equipment;

Contractor is not responsible for providing operator or other training unless Customer specifically requests in writing and Contractor agrees to provide such training which may be at an additional fee (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use);

Only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired);

Customer shall use the Equipment's in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h)

2100001016**Equipment Rental Services (Sunbelt Rentals Inc.)**

The Equipment shall be kept in a secure location.

Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Agreement; (c) move the Equipment from the Site Address without Sunbelt's written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic) nor allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

2. Selection/Suitability of Particular Rental Equipment for Particular Customer Task

Provided and so long as Contractor delivers the Equipment, of type rented by Customer, in good and serviceable working condition, Customer is solely responsible for having selected type and scale of Equipment to perform Customer's intended task(s).

3. Maintenance, Repair:

Before commencing use of the equipment, and at reasonable intervals during the use of the equipment, Customer will inspect fuel and oil levels, and conduct routine visual inspections of grease, filters, cooling system, water, batteries, cutting edges, and perform routine cleaning.

Customer may fuel the equipment.

With the exception of Customer fueling the equipment, Customer shall submit a request to Contractor for a service call a) if upon visual inspection a need for service is required, or b) any other maintenance or repairs are required.

During the period of time that the equipment is rented and in the custody of Customer, Contractor has no responsibility to inspect or perform any maintenance or repairs unless Customer requests a service call.

Ordinary Wear and Tear is not the responsibility of the Customer. Damage to equipment or unusual wear and tear specifically attributable to negligent or willfully improper Customer action or inaction in using the equipment may subject Customer to the full actual cost of repairs and rental of the Equipment until the repairs are completed; however, not to exceed ten (10) business days.

4. Fueling (APPLIES ONLY TO EQUIPMENT REQUIRING FUEL):

Contractor is responsible for delivering the equipment with a full fuel tank.

When Customer takes delivery, Customer should observe the fuel level, and, if fuel is less than full, contact Contractor to indicate if the fuel is less than full at time of delivery. Absent such notification by Customer, the fuel will be presumed to be full at delivery.

During Customer's use during the rental period, Customer is responsible for refueling the equipment in sufficient amounts to keep the equipment operating and operable.

To assure that the fuel is full at time of return, Customer has two options:

(a) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge, which will be calculated by multiplying gallons required to refill tank with fuel to level when received, by a price per gallon that shall not exceed 120% of the published AAA rate for that same fuel type. Reference Website for Fuel Pricing: (<http://fuelgaugereport.aaa.com/?redirectto=http://fuelgaugereport.opisnet.com/index.asp>)

(b) Return Full Option – if Customer returns the Equipment with at least as much fuel as when it was received (most Contractor Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed.

2100001016**Equipment Rental Services (Sunbelt Rentals Inc.)**

The cost of Customer refueling Equipment itself will generally be lower than the Prepay ("No Sweat") Fuel Option or the Pay on Return Option; however, these options each allow for the convenience of not refueling.

5. Return, and Arranging Return, of Equipment:

Customer must contact Contractor to request pickup of Equipment, retain the Pick Up Number given by Contractor and will be responsible for Equipment until actually retrieved by Contractor.

6. Optional Rental Protection Plan ("RPP"). Upon execution of Contractor's Rental Out ticket, Customer may choose to either reject or participate in Contractor's RPP program as detailed below:

a. Customer's repair or replacement responsibility, as provided for herein, is modified by the RPP and Contractor shall limit the amount that Contractor collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of equipment: (a) 10% of the MSLP 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 Contractor or, Lost Equipment is replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions are satisfied and an Exclusion does not apply. The RPP is NOT INSURANCE and does NOT protect customer from liability to Contractor or others arising out of possession or operation of the equipment, including injury or damage to persons or property. THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.

b. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reductions to apply: (A) Customer accepts the RPP in advance of the rental; (B) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (C) Customer fully complies with the terms of this Contract; (D) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (E) none of the Exclusions apply.

c. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Contractor 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 Contractor); (C) due to Acts of God, such as floods, wind, storms or earthquakes ; and (D) accessories, or Equipment for which Customer is not charged the RPP fee. THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP.

d. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Contractor 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.

e. Contractor 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 Contractor all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Contractor whatever documents are required and take all other necessary steps to secure in Contractor such rights at Customer expense.

f. Note: Trucks (Category 111) are specifically excluded from this program.

	Document Description	Page 17
2100001016	Equipment Rental Services (Sunbelt Rentals Inc.)	

Sunbelt Rentals Environmental Fee

In order to meet the equipment needs of our valued customers, Sunbelt Rentals handles potentially hazardous materials like fuel, oil, cleaners, batteries, and sediment every day. Proper management of these materials and their by-products is expensive, but we are committed to protecting the environment and our communities. As a result, Sunbelt Rentals invests in solutions intended to minimize impacts to our environment and comply with Federal, State/ Provincial, and local regulations, such as containing our potentially hazardous materials, treating our wash bay run-off/waste, and proper disposal or recycling of oil, filters, fluids, tires, batteries, and shop waste.

The Sunbelt Rentals Environmental Fee is not a government mandated tax or fee. This fee helps offset a wide-range of environmental-related risks and expenses (direct and indirect) incurred through activity of our rental fleet, such as:

- Waste disposal
- Oil recycling
- Fuel and fluid handling
- Construction and operation of cleaning facilities
- Treating our wash bay run-off/waste
- Investment in low emission rental assets (i.e. Tier IV)
- Labor costs related to environmental compliance
- Governmental reporting
- Administrative costs

This fee is not intended for any particular purpose or placed in an escrow account. It becomes part of Sunbelt Rentals revenue and is used at our discretion. This fee is intended to be added to each piece of rental equipment identified as having a potential for environmental impact, and in accordance with the groupings set forth in the following chart:

Tier	What does each tier represent?	How is the fee calculated?	What is the rate of the fee?*	What is the minimum charged?
1	Equipment requires no cleaning	No charge	0.00%	N/A
2	Equipment requires general cleaning	% of rental rate	1.00%	\$1.00 USD or CAD
3	Equipment contains propane, kerosene, battery, hydraulic fluid, or natural gas	% of rental rate	1.30%	\$1.00 USD or CAD
4	Equipment contains a combustion engine	% of rental rate	1.60%	\$1.00 USD or CAD

*Percentage charged against the total rental amount

Any errors or omissions from the groupings above are not intentional and will be corrected once identified. Cleaning requirements deemed excessive may be invoiced through a specific line item charge and are not collected through or reflected in any environmental charge.