



TILLAMOOK COUNTY BOARD OF COMMISSIONERS

Paul Fournier - Mary Faith Bell - Erin Skaar

BOARD MEETING

Wednesday, June 3, 2026, 9:00 AM

Join In Person:

County Courthouse, Board of Commissioners' Meeting Room 106, 201 Laurel Avenue, Tillamook

Join Virtually:

tillamookcounty.gov/bocc/page/meetings-agendas-minutes or 1-971-254-3149, ID: 866 914 607#

Closed captioning and translation options are available for recorded videos at
www.youtube.com/@tillamookcounty1434.

More detailed [meeting instructions](https://tillamookcounty.gov/bocc/page/meetings-agendas-minutes) are available at tillamookcounty.gov/bocc/page/meetings-agendas-minutes.
Call 503-842-1814 or send an email to helpdesk@tillamookcounty.gov regarding any meeting technical issues.

MEETING - 2026-06-03 BOCC MEETING AUDIO.MP4

(Commissioner Skaar Absent - Out of Office)

CALL TO ORDER – June 3, 2026 9:00 a.m.

1. [Welcome & Request to Sign Guest List](#)
00:39
2. [Pledge of Allegiance](#)
00:45
3. [Public Comment](#): There were none.
01:29
4. [Non-Agenda Items](#): One unscheduled item will be taken after Item #8/Commissioner Paul Fournier
01:34

PRESENTATIONS AND REPORTS

5. [Employee Recognition for June 2026 – Continuous Years of Service/Kelly Fulton, HR Technician](#)
01:35
6. [County Financial Reports/Debra Jacob/Director of Financial Services/Treasurer](#)
05:10

LEGISLATIVE - ADMINISTRATIVE

7. [Consideration of a Contract for Goods with Command Sourcing Inc. for Justice Facility Fixtures/Sheriff Joshua Brown, Sheriff's Office](#)
09:58

A motion was made by Vice-Chair Bell and seconded by Chair Fournier. The motion passed with two aye votes. The Board signed the contract.

8. Consideration of a Regular Full-Time Personnel Requisition for a Property Appraiser Trainee in the Assessment and Taxation Department/Robert Buckingham, Chief Appraiser, Assessment and Taxation Department

14:15

A motion was made by Vice-Chair Bell and seconded by Chair Fournier. The motion passed with two aye votes. The Chair signed the personnel requisition.

- UNSCHEDULED:** Consideration of a Rental Agreement with Sunbelt Rentals, Inc. for Temporary Portable HVAC Units for the Tillamook Main Library/Don Allgeier, Library Director

16:13

A motion was made by Vice-Chair Bell and seconded by Chair Fournier. The motion passed with two aye votes. The Chair signed the agreement.

9. Consideration of an Amendment to a Lease and Settlement Agreement with the Robert Riggert Family Foundation for Premises Commonly Known as 801 Pacific Avenue, Tillamook, Oregon/Marlene Putman, Administrator, Health and Human Services

18:11

A motion was made by Vice-Chair Bell and seconded by Chair Fournier. The motion passed with two aye votes. The Board signed the amendment.

10. Consideration of a Mutual Termination Letter for the Columbia Pacific CCO, LLC Clinical Pharmacist Large Grant Agreement/Marlene Putman, Administrator, Health and Human Services

22:26

A motion was made by Vice-Chair Bell and seconded by Chair Fournier. The motion passed with two aye votes. The Board signed the termination letter.

11. Consideration of an Eighth Amendment to Oregon Health Authority 2025-2027 Intergovernmental Agreement #185828 for the Financing of Public Health Services/Marlene Putman, Administrator, Health and Human Services

23:54

A motion was made by Vice-Chair Bell and seconded by Chair Fournier. The motion passed with two aye votes. The Chair signed the amendment.

12. Consideration of a Ninth Amendment to Oregon Health Authority 2025-2027 Intergovernmental Agreement #185828 for the Financing of Public Health Services/Marlene Putman, Administrator, Health and Human Services

26:56

A motion was made by Vice-Chair Bell and seconded by Chair Fournier. The motion passed with two aye votes. The Chair signed the amendment.

13. Consideration of a Professional Services Agreement with Akana for the Netarts Board Ramp Engineering Design Project/Dan Keyes, Director, Parks and Recreation Department

27:21

A motion was made by Vice-Chair Bell and seconded by Chair Fournier. The motion passed with two aye votes. The Board signed the agreement.

14. Consideration of a Prevailing Wage Rate Contract for Construction with KNL Industries Inc. for Construction for the Netarts Boat Basin Parking Lot Repaving Project/Dan Keyes, Director, Parks and Recreation Department

30:35

A motion was made by Vice-Chair Bell and seconded by Chair Fournier. The motion passed with two aye votes. The Board signed the contract.

15. Consideration of a Resolution Authorizing the Tillamook County Parks Department to Apply for a Government Grant from the Oregon Parks and Recreation Department for the Development of Barview Jetty Campground/Dan Keyes, Director, Parks and Recreation Department

33:47

A motion was made by Vice-Chair Bell and seconded by Chair Fournier. The motion passed with two aye votes. The Board signed #R26-012.

16. Consideration of a Letter of Support for the Federal Land Access Project at Cape Meares, Tillamook County, Oregon/Commissioner Paul Fournier; Jason Elkins, Park Manager, Cape Lookout State Park, Oregon Parks and Recreation Department

36:54

A motion was made by Vice-Chair Bell and seconded by Chair Fournier. The motion passed with two aye votes. The Board signed the letter.

17. Consideration of Modification #3 to Professional Services Agreement #6648 with DLR Group Architecture & Engineering, Inc. for the Courthouse Space Planning Assessment Project/Rachel Hagerty, Chief Administrative Officer

44:29

A motion was made by Vice-Chair Bell and seconded by Chair Fournier. The motion passed with two aye votes. The Board signed the modification.

18. Board Concerns

48:07

Library Closed Thursday/Commissioner Mary Faith Bell

OTHER MEETINGS AND ANNOUNCEMENTS

48:27

The Board of Commissioners will hold a Solid Waste Service District Budget Committee meeting on **Tuesday, June 2, 2026** at **3:00 p.m.** The Budget Committee meeting will be held in the Board of Commissioners' Meeting Room 106 at the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook. The teleconference number is 1-971-254-3149, Conference ID: 866 914 607#.

There is **NO** Board Briefing scheduled for **Wednesday, June 3, 2026**.

All Tillamook County libraries will be closed on **Thursday, June 4, 2026** for an annual in-service day to prepare for summer reading and complete in person trainings.

The Commissioners will hold an executive session on **Thursday, June 4, 2026** at **9:00 a.m.** pursuant to ORS 192.660(2)(a), to consider the employment of a public officer, employee, staff member, or individual agent. The executive session will be held in the Board of Commissioners' Meeting Room 106 at the Tillamook County Courthouse, 201 Laurel Avenue. The executive session is not open to the public.

The Commissioners will attend a Tillamook Working Lands and Water Commission Tour on **Monday, June 8, 2026** and **Tuesday, June 9, 2026** at various locations.

Commissioner Fournier recessed the meeting at 9:49 a.m. to go into executive session pursuant to ORS 192.660(2)(h).

Commissioner Fournier reconvened the meeting at 10:59 a.m.

ADJOURN – 10:59 a.m.

Wednesday, June 3, 2026

Absent

agents

(Please use reverse if necessary)



Tillamook County

JUNE
2026

Employee Recognition

for continuous years of service

Allison Bonato-Garcia	Health & Human Services	21	Aaron Barichio	Sheriff's Office	4
Martin Rodriguez	Sheriff's Office	20	Michelle Walters	Health & Human Services	3
Christy Nyseth	County Clerk	18	Travis Patterson	Sheriff's Office	3
Irene Fitzgerald	Health & Human Services	15	Chase Moodie	Sheriff's Office	3
Gregg Schmitt	Public Works	8	Clinton Wilks	Public Works	3
Kayla Jacob	Health & Human Services	5	James Heidrick	Health & Human Services	3
Sean Ahlers	Sheriff's Office	5	Alan Kielan	Parks	2
Christopher Rondeau	Sheriff's Office	5	Karli Kotenko	Library	1
David Frost	Library	4	Toni Calogianes	Health & Human Services	1
Deborah Dixon	Community Development	4	Chris Corlies	Community Development	1
Melissa Josi	Juvenile Department	4			

General Fund Financial Report

FY2025-26 - May 2026 - July 1, 2025 - 5/31/2026

• **Overall Status: ON-TRACK** with two major revenue streams outperforming budget: 4th Quarter Timber received came in at \$1.5M, \$5.4M for the year, \$1.5M above budgeted. Interest is at \$549K, \$149K above budget. Revenue Stabilization transfers to the General Fund have been reversed given good revenue performance.

Prepared: 5/31/2026

1. BUDGET PACE & TIMING

Metric	YTD Actual	Revised Budget	% Collected	Year Elapsed	Status
Revenue Collected	\$23,602,801	\$24,058,976	98.1%	91.7%	✓ On Pace
Expenditures	\$22,569,388	\$28,754,396	78.5%	91.7%	Δ Under

2. KEY PERFORMANCE INDICATORS

Metric	YTD Actual	Revised Budget	\$ Variance to Budget	Var %	vs. Prior Year
Total Revenues	\$23,602,801	\$24,058,976	(\$456,175)	-1.9%	\$1,372,164
Total Expenditures	\$22,569,388	\$28,754,396	(\$6,185,008)	-21.5%	\$1,176,670
Personnel Services	\$15,631,489	\$19,480,764	(\$3,849,275)	-19.8%	\$523,324
Materials & Services	\$5,738,056	\$6,402,796	(\$664,740)	-10.4%	\$694,674
Capital Outlay	\$191,930	\$339,040	(\$147,110)	-43.4%	\$27,967
Fund Balance (Cash)	\$12,563,586	N/A	N/A	N/A	\$1,014,224
YTD Operating Surplus / (Deficit)		\$1,033,413	Projected YE Surplus:	\$327,807	

3. EXECUTIVE SUMMARY & LEADERSHIP BRIEFING

The General Fund is performing well through 11 months of FY2025-26. Total revenues of \$23M are on pace against the \$24M original budget (98% collected at 91% of year). Expenditures of \$22.5M remain well under the \$28.7M revised budget. Ending fund balance stands at \$12.5M, up from the \$11.5M beginning balance. Revenue Stabilization transfers have been stopped for the year and \$750K held back in Revenue Stabilization. This is shown in the updated current actual and projected revenues and ending cash balances.

✓ What's Going Well

- Revenues \$23,602,801 YTD — \$1,372,164 ahead of prior year
- Property Tax: \$9,532,267 vs \$9,615,000 budget (99% collected)
- Timber & Land: \$5,539,137 ✓ above budget
- Personnel \$3,849,275 under revised budget
- Fund Balance: \$12,563,586 (up \$1,014,224 from beginning balance)

Δ Watch Items

Materials & services spending is up 13%, \$678K over prior year, watch spending in this category as we move into FY26-27. Timber surplus was determined to be best used via \$500K return to Revenue Stabilization reserve, the reversal of the transfers to the GF can be seen in the May transfers in and total revenues.

★ Leadership Ask / Action Required

No immediate action required. Continue FY2026-27 budget preparation with focus on recurring vs one time spending and long-range structural gap mitigation.

4. REVENUE DETAIL

Revenue Source	Orig. Budget	YTD Actual	\$ Variance	Var %	Prior Yr YTD
Property Taxes	\$9,615,000	\$9,532,267	(\$82,733)	-0.9%	\$9,140,022
Timber & Land Sales	\$3,923,100	\$5,539,137	\$1,616,037	41.2%	\$4,020,135
Licenses, Permits & Fees	\$1,252,000	\$1,124,699	(\$127,301)	-10.2%	\$1,009,372
Fines & Forfeitures	\$306,200	\$203,571	(\$102,629)	-33.5%	—
Charges for Services	\$627,320	\$577,633	(\$49,687)	-7.9%	—
Intergovernmental	\$2,367,800	\$2,221,866	(\$145,934)	-6.2%	\$2,595,313
Intercounty Charges	\$2,673,090	\$2,123,447	(\$549,643)	-20.6%	—

Interest Earnings	\$400,000	\$549,257	\$149,257	37.3%	—
Miscellaneous	\$158,300	\$178,890	\$20,590	13.0%	—
Transfers In	\$2,702,105	\$1,523,675	(\$1,178,430)	-43.6%	—
Sale of Assets	—	\$28,358	—	—	—
TOTAL REVENUES	\$24,039,915	\$23,602,801	(\$437,114)	-1.8%	\$22,230,637

Transfers In YTD: \$1,523,675 incl. \$250,000 Revenue Stabilization + \$833,333 Parks

5. EXPENDITURE DETAIL

Category	Revised Budget	YTD Actual	\$ Variance	Var %	Prior Yr YTD
Personnel Services	\$19,480,764	\$15,631,489	(\$3,849,275)	-19.8%	\$15,108,165
Materials & Services	\$6,402,796	\$5,738,056	(\$664,740)	-10.4%	\$5,043,382
Capital Outlay	\$339,040	\$191,930	(\$147,110)	-43.4%	\$163,963
Contingency (intact)	\$1,378,776	\$0 spent	\$0 spent	\$0 spent	—
Transfers Out	\$1,153,020	\$1,007,913	(\$145,107)	-12.6%	\$1,077,208
TOTAL EXPENDITURES (excl. Contingency)	\$28,754,396	\$22,569,388	(\$6,185,008)	-21.5%	\$21,392,718

Personnel at \$15,631,489 YTD — projected full year: \$17,052,533 | Contingency \$1,378,776 fully intact will have some use in final supplemental budget

6. STAFFING LEVELS (enter data on Data Entry tab when available)

Position Category	Budgeted FTE	Actual Filled	Vacant	Vacancy Rate
TOTAL (All Staff)	135.4	120.7	15	10.9%

Personnel cost per filled FTE: \$129,507 | Budgeted per FTE: \$143,865 | Annualized vacancy savings est.: \$2,428,231

7. PROJECTED YEAR-END POSITION

	Projected Revenue	Projected Expenditures	Projected Surplus / (Deficit)
Current Year-End Projection	\$24,559,087	\$24,231,280	\$327,807



Tillamook County Board of Commissioners

201 Laurel Avenue, Tillamook, OR 97141

Phone: 503-842-3403

Paul Fournier, Chair
Mary Faith Bell, Vice-Chair
Erin D. Skaar, Commissioner

June 3, 2026

Oregon Federal Lands Access Programs Decisions Committee
Federal Highway Administration, USDOT
610 East Fifth Street
Vancouver, WA 98661-3801

RE: Federal Land Access Project at Cape Meares, Tillamook County, Oregon

Dear Oregon Federal Lands Access Programming Decisions Committee (PDC):

The Tillamook County Board of Commissioners would like to express its strong support of the federal land access project at Cape Meares. Tillamook County is a supportive landowning partner on this project as we hope to repave Lighthouse Road, a county road under our jurisdiction and included in this proposal.

The need for attention to resiliency projects along the Oregon Coast to maintain and improve access to natural and historic resources is increasing. This project will provide updates to Lighthouse Road/Old Cape Meares Loop Road to improve access to Cape Meares National Wildlife Refuge and Cape Meares State Scenic Viewpoint.

This project also will allow continued use of a significant viewpoint from which visitors can view and/or access three different wildlife refuges: Cape Meares National Wildlife Refuge, Three Arch Rocks National Wildlife Refuge and Oregon Islands National Wildlife Refuge. In addition, it will allow aging facilities to be upgraded, including necessary accessibility upgrades to viewpoints, restroom facilities, parking lots, park amenities, interpretive panels, trails, and the lighthouse itself.

The federal land access project is an important one, resulting in significant benefits to Tillamook County's historic sites, scenic areas, local tourism, and our surrounding communities. The Tillamook County Board of Commissioners is excited to support this important initiative and encourages its funding through the Western Federal Lands Access Program.

Sincerely,

BOARD OF COMMISSIONERS FOR TILLAMOOK COUNTY, OREGON

A blue ink signature of Paul Fournier, written over a horizontal line.

Paul Fournier, Chair

A blue ink signature of Mary Faith Bell, written over a horizontal line.

Mary Faith Bell, Vice-Chair

Absent
Erin D. Skaar, Commissioner

Federal Land Access Program Grant Application

*Cape Meares
State Scenic
Viewpoint*



Cape Meares National Wildlife Refuge (Photo: FHWA)

The project consists of three integrated components:

1. Establish a new safer trail connection for a section of the Oregon Coast Trail from the Cape Meares Community to Cape Meares NWR.
2. Resurface and rehabilitate Lighthouse Road and add a bike/pedestrian lane and a parallel pedestrian trail along a section of the road.
3. Rehabilitate and enhance visitor infrastructure and ensure they meet ADA standards where applicable.



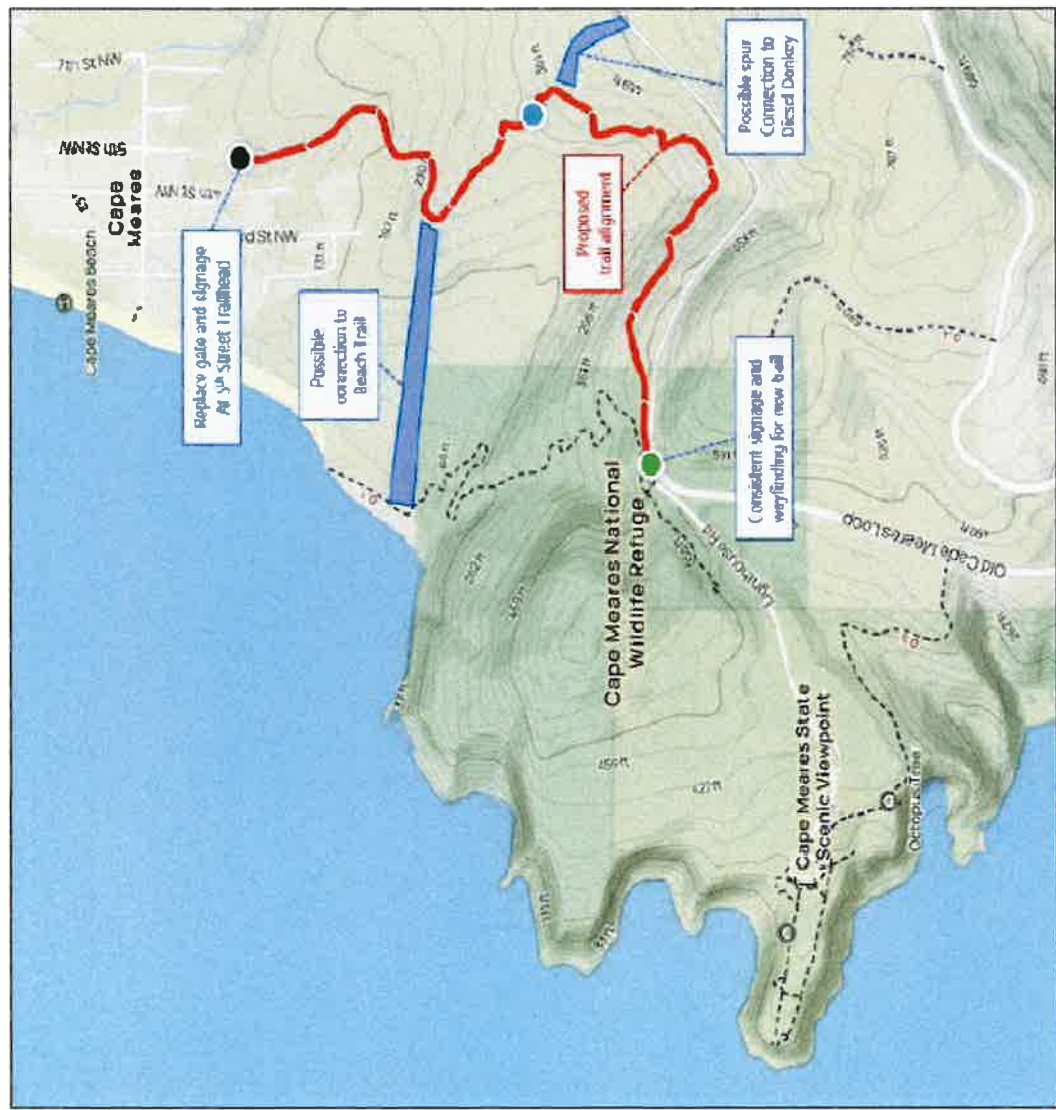
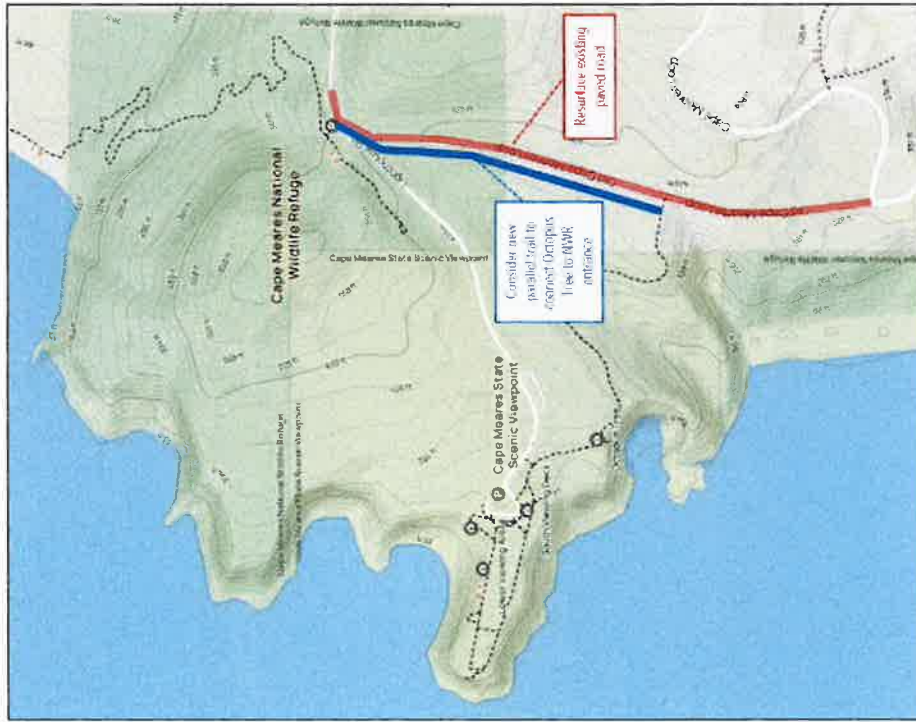
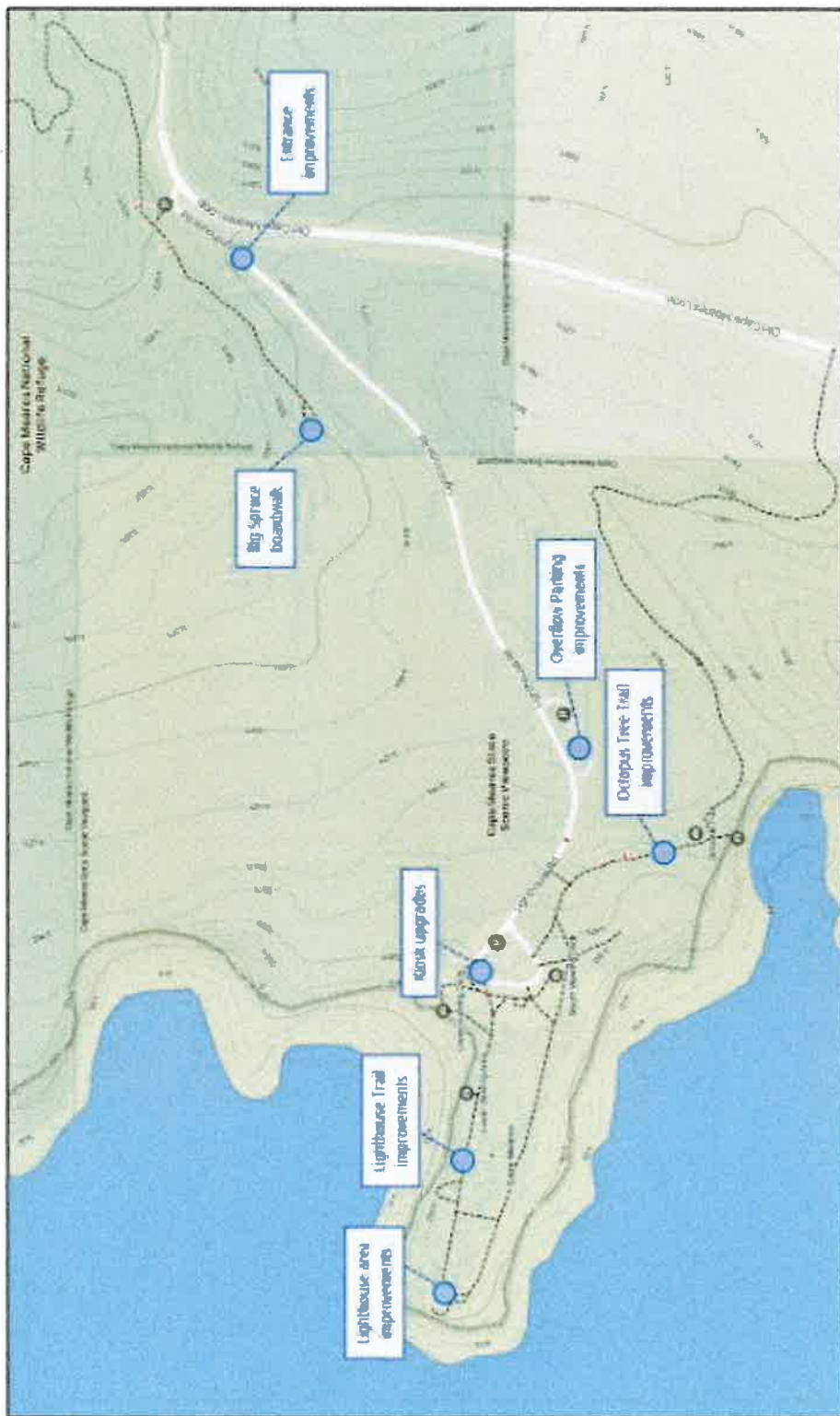


Figure 2. Proposed OCT Connection from National Wildlife Refuge to Cape Meares Community and Related Improvements







Thank You !

- Full Scoping Report Completed
- Priority Project for USFW and OPRD
- Strong Community Support

Jason Elkins

Oregon Parks and Recreation
Department



PC#: 0109
19217 SW 119TH AVE
TUALATIN, OR 97062 7384
503-635-9670

SUNBELT RENTALS, INC.

Salesman: 010903 HARPER, ROGER (109)
Typed By: MSPORDER

Job Site:

TILLAMOOK COUNTY LIBRARY
1716 3RD ST
TILLAMOOK, OR 97141 2124

C#: 503-842-4792 J#: 503-842-4792

Customer: 1064782

TILLAMOOK COUNTY LIBRARY
1716 3RD ST
TILLAMOOK, OR 97141-2124

RESERVATION

Contract #.. 184182204
Contract dt. 5/21/26
Date out.... 6/08/26 6:00 PM
Est return.. 8/03/26 6:00 PM
Job Loc..... 1716 3RD ST, TILLAMOOK
Job No..... 1 - TILLAMOOK COUNTY
P.O. #..... LIBRARY
Ordered By.. KRALIK, LUKE
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
11.00	1.25T PORTABLE HEAT PUMP/AC/DE 1072017	187.50	187.50	375.00	750.00	16500.00
6.00	12" X 8' DUCT Take additional 12" ducting	20.00	20.00	45.00	90.00	1080.00
9.00	12" X 25' DUCT	20.00	20.00	45.00	90.00	1620.00
7.00	AC CEILING TRANSITION 12" FLAN					N/C
4.00	EXTENSION CORD	10.00	10.00	23.00	46.00	368.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
3	DLABOR	EA	135.000			405.00
1	2218XXX050 DISMANTLE LABOR					
	DLPKSRCHG	EA	220.800			220.80
	TRANSPORTATION SURCHARGE					
8	ELABOR	EA	135.000			1080.00
	2218XXX050 ERECTION LABOR					
1	ENVIRONMENTAL	EA	252.100			252.10
	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE					
1	ORHERSA	EA	391.360			391.36
	OR 2.00% HEAVY EQUIP. RENTAL TAX					
	RENTAL PROTECTION PLAN					2935.20
	DELIVERY CHARGE					480.00

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

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

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

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

Customer Signature

Date

Paul Fournier

Name Printed

Delivered By

6/3/2026

Date



PC#: 0109
19217 SW 119TH AVE
TUALATIN, OR 97062 7384
503-635-9670

SUNBELT RENTALS, INC.

Salesman: 010903 HARPER, ROGER (109)
Typed By: MSPORDER

Job Site:

TILLAMOOK COUNTY LIBRARY
1716 3RD ST
TILLAMOOK, OR 97141 2124

C#: 503-842-4792 J#: 503-842-4792

Customer: 1064782

TILLAMOOK COUNTY LIBRARY
1716 3RD ST
TILLAMOOK, OR 97141-2124

RESERVATION

Contract #.. 184182204
Contract dt. 5/21/26
Date out.... 6/08/26 6:00 PM
Est return.. 8/03/26 6:00 PM
Job Loc..... 1716 3RD ST, TILLAMOOK
Job No..... 1 - TILLAMOOK COUNTY
P.O. #..... LIBRARY
Ordered By.. KRALIK, LUKE
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES ITEMS:						
Qty	Item number	Unit	Price			
	PICKUP CHARGE					480.00
	Contact Luke 503-842-4792 Ex 1760					
				Sub-total:		25812.46
				Total:		25812.46
All amounts are in USD						

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

SUNBELT RENTALS TERMS AND CONDITIONS

11. **DEFINITIONS.** **Thirded Individuals** are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or of the legal age of majority in the state, whichever is greater; and are not under the influence of any drugs, alcohol, substances or otherwise impaired. **Customer** is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. **Environmental Services Charge** is the charge described in Section 10. **Equipment** is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, add-ons, attachments and accessories and all future Equipment rented. **Incident** is any line, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. **Lost** means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. **FMV** is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. **One Shift** means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with hour meters. **Ordinary Wear and Tear** means normal deterioration considered reasonable in the equipment rental industry for One Shift use. **Party** means Sunbelt or Customer and together both are the "Parties". **Pick-Up Number** is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. **Rental Period** commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the rental location, or to a normal business location, and Customer has been properly instructed and complied with this Contract. **RPT** is the rental protection plan described in Section 10. **Site Address** is the location that Customer requires the Equipment will be located during the Rental Period identified earlier. **Store** is the Sunbelt location identified earlier. **Sunbelt** is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. **Telecommunications Data** is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. **Transportation Surcharge** is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

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

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

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

5) **MAINTENANCE** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period for maintenance or repairs performed by Sunbelt or its agents. Sunbelt shall be responsible for maintenance and repairs to the Equipment are needed, other than Ordinary Wear and Tear. Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is the responsibility of Sunbelt or its agents. This Section does not constitute a warranty. Notwithstanding Sunbelt's use of the word "warranty," Sunbelt, to the extent of the word "warranty," shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer. If Customer or its agent is responsible for damage to the Equipment, Sunbelt shall charge the Customer for the cost of repairs.

6) CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carrier, (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such incident, until Sunbelt or its agents investigate, (c) complete and submit a written report to Sunbelt, and (d) as applicable, pay Sunbelt, in addition to all other charges, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any incident.

7) NO WARRANTY. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT WARRANTY. CUSTOMER RELEASES, DEFENDS, AND AGREES TO HOLD SUNBELT HARMLESS FROM AND AGAINST ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF. A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM THE EQUIPMENT OR FROM ANY SOURCE, INCLUDING BUT NOT LIMITED TO, THE EQUIPMENT, SHALL NOT CONSTITUTE A VIOLATION OF APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES (INITIATION OF INJURIES TO PERSONS SHALL APPLY).

8) RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND LEGAL COSTS AND EXPENSES) HOWEVER ARISING OR INCURRED BY ANY INCIDENT, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, INJURY OR DEATH OF PERSONS, ENVIRONMENTAL POLLUTION, CONTAMINATION OR VIOLATION OF LAWS OR REGULATION CAUSED BY OR CONNECTED WITH (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN CONNECTION WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS RIGHTS TO COMPENSATION FOR LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITIES, GOODWILL, REPUTATION, AND/OR REVENUE, EXPANSION OR TERMINATION OF THIS CONTRACT, AND OTHER UNQUANTIFIABLE DAMAGES AND LOSSES UNDER FEDERAL AND SEVERAL

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

(b) **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified/insured by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of the Equipment; (c) charges in excess of \$50 per piece for tire repairs, and (d) 10% of the rental charges for the equipment to be serviced during the period of damage. (e) The RPP shall not be available for equipment that Sunbelt has replaced, repaired or replaced with a new piece of equipment. The RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the fee for the RPP will not be refunded to Sunbelt. The Exclusions are: (A) equipment that is damaged or destroyed by fire, flood, war, riot, terrorism, or nuclear energy; (B) 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 substituted by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind storms, earthquakes or Acts of God; 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. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED TOTAL CHARGES UNLESS CUSTOMER HAS SELECTED TO DECLINE RPP IN WRITING, FAIRLY TO PAY THE RPP FEE OR MADE OTHER COVERED CONTRACT ARRANGEMENTS WITH SUNBELT.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, the RPP fee shall be refunded to Customer regardless of any payments made by Customer to Sunbelt. Customer's obligation to pay the RPP fee shall be based on the Equipment, all of which payments to Sunbelt shall be made by Customer. Sunbelt shall be responsible to Customer's rights to recover against any person or entity relative to any loss, theft, damage or destruction to the Equipment. Customer

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

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

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

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call, provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged for the Equipment if it is not returned to Sunbelt by the end of the Rental Period. If the Equipment is not returned to Sunbelt on the specified Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period, equipment exder. Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

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

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

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

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

18) **FUEL** For Equipment that uses fuel, Customer has three options (a) **Prepay Fuel Option** - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on the Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) **Pay on Return Option** - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received by the Prepay per gallon rate); and (c) **Refuel on Demand** - Customer may refuel the Equipment with fuel as needed (at a cost of \$1.00 per gallon) until the tank is full (Sunbelt Equipment will provide a full tank of fuel, but not call, no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel).

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

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

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

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

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

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

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

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

Additional terms and conditions for Shopping can be found at <https://www.surbhitravels.com/faq-fishpond-holiday-additional-terms-and-conditions>