



Date: 1/09/23

Time: 13:00

Email

SUNBELT RENTALS, INC.

Invoice #... 134725301-0000

To: SCOTT EVANS
SEVANS@GREENFIELDIN.ORG

Company: GREENFIELD STREET DEPT

Message: Forgot to add the lift ring to the first
quote. This quote has the lift ring
added.

From: JIM FISHER PC1407

Location: INDIANAPOLIS SHORING SOLUTIONS

Phone: 317 610 3494

Fax #: 0



PC#: 1407
3956 CULLIGAN AVE
INDIANAPOLIS, IN 46218 4584
317-610-3494

SUNBELT RENTALS, INC.
PO BOX 409211

SALES QUOTE



Invoice #... 134725301-0000
System date. 1/09/23

Quote date.. 3/10/23 AM
Job Loc..... 900 TAGUE ST, GREENFIELD
Job No..... 1 - GREENFIELD STREE
P.O. #..... QUOTE ONLY
Ordered By.. EVANS, SCOTT
NET 30

Job Site:

GREENFIELD STREET DEPT
900 TAGUE ST
GREENFIELD, IN 46140 2281

C#: 317-462-8535 J#: 317-477-4360

Customer: 72716

GREENFIELD STREET DEPT
900 W TAGUE ST
GREENFIELD, IN 46140

Qty	Item number	Unit	Price	Amount
1	ROAD PLATE 10X6FT - 1" RCP10X6	EA	3357.530	3357.53
2	ROAD PLATE 8X10FT - 1" THICK RCP10X8	EA	4476.710	8953.42
1	10,000 LB SWIVEL LIFTING RING AK38215	EA	310.435	310.44
	DELIVERY CHARGE			240.00
	SHIP TO: GREENFIELD STREET DEPT 900 TAGUE ST GREENFIELD, IN 46140 2281			
Sub-total:				12861.39
Total:				12861.39

All amounts are in USD

COPY

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

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- 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.
- 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.
- 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.
- 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.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- 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

1. DEFINITIONS. "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment; such must be properly trained to use the Equipment, at least 18 years old or 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 as and includes any of our representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environment Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or service rendered on the other pages provided, together with all accessories, repairs, additions, attachments and accessories and all future Equipment rented in excess is any fire, explosion, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by a third party, which is caused by the use of the Equipment. "Equipment Loss" means the Equipment is lost or damaged. "Equipment Location" is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "EUL" is the equipment's rental market rate. "Hours" means the time relating to the Equipment, plus any administrative fees and expenses. "One Shift" means 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 no meter. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One

Shut Area "Party" means Sunbelt order customer and together both are the "Parties". Click-It-Lumber is the number Customer obtains from Sunbelt evidencing the Customer's call to click in Equipment. "Retail/Pental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours; provided Customer has otherwise complied with this Contract. "REE" is the rental protection plan described in Section 10. Site Address is the location that Customer represents the Equipment will be located during the Retail/Pental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telenumber Data" is data collected within the Equipment or via software relating to the Equipment's 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 "reads" the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment, (d) any applicant agent 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 are on, locked up, threatened with seizure, lost, or if any incident occurs, (f) Customer has received from Sunbelt all training and/or requestor regarding the operation of the Equipment, (g) Sunbelt is not responsible for crowd control or other training unless Customer specifically requests and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use), (h) Sunbelt is not responsible for Customer's employees' or other personnel's responsibility for any (dis)abled or (dis)abled individual(s), (i) any Authorized Individual shall use and operate the Equipment, however, Customer is responsible for the use of the equipment and its use during the Rental Period regardless of the user, (j) 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, in so far as the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised, (k) the Equipment shall be kept in a secure location, and (l) Customer shall provide Sunbelt with accurate and complete information, which 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, (b) remove any operating or safety equipment or instructions or alter or tamper with the Equipment, (c) use its rights under this Contract, (d) 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) put to use the Equipment in any manner, 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, greasing and fluid systems, batteries, treads/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 to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are warranted, Sunbelt will provide the necessary parts, labor, and materials, including transportation, 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 shall be responsible for the replacement 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

Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

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 the appropriate carriers, (b) secure and remove the Equipment and the surrounding premises in the condition existing at the time of such Incident, until such time as the Equipment is returned, (c) immediately notify Sunbelt, (d) pay the rental charges to Sunbelt, and (e) if applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced and pay to Sunbelt, within (i) 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 WARRANTIES. 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 DEFECTS, AND RELEASES SUNBELT FROM ALL LIABILITY FOR ANY DAMAGE, LOSS, INJURY, OR DEATH ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFIT, 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 BUYER OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHOM SUNBELT HAS PROVIDED SUCH INFORMATION, SHALL BE THE BUYER'S SOLE APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES. LIMITATION OF INJURIES TO PERSONS SHALL APPLY.

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 COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM ANY ACT OR OMISSION OF ANY OF CUSTOMER'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY OR PERSON, OR OTHER LOSS OR LIABILITY OF ANY KIND, INCLUDING NEGLIGENCE, WHETHER CAUSED BY OR REGULATION CAUSED BY OR CONNECTED WITH THE (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 RESULTING THEREFROM, IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKING CAPITAL ADVANTAGE AND TO ASSUME THE RISK OF LOSS OF CUSTOMER'S INVESTMENT SHALL SURVIVE THE EXPIRATION/TERMINATION OF THIS CONTRACT, BUT A FUTURELY CONSIDERABLE CUSTOMER'S INDEMNITY OBLIGATIONS SHALL

9) **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage:

(A) for Customers using Equipment for personal use, general liability insurance of not less than \$1,000,000 per occurrence including coverage for Customer's contractual liabilities hereunder as the release and indemnification clause contained in Section 9; (B) for Customers using Equipment for non-personal use, third-party insurance against loss by or damage to the Equipment, in an amount at least equal to the FMV thereof, unless RFP is stated to require higher limits; (C) automobile liability insurance, including comprehensive, collision, coverage, and underinsured/unmotorist coverage, in amounts required by law; and (D) automobile liability insurance, including comprehensive, collision, coverage, and underinsured/unmotorist coverage, in amounts required by law.

(f) If the Equipment it 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 receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes both damage or overruns is a breach. Customer shall provide Sunbelt with certificates of insurance to [insurancecertificates@sunbeltnet.com](#) evidencing this coverage required above prior to any rental and any time upon surbels request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance shall be primary and no other insurance shall be available to cover the customer's obligations, responsibilities, indemnification, or other obligations associated therewith, or for which Customer may be held liable by law or otherwise.

RENTAL PROTECTION PLAN. The Lessor's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified 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 Equipment; (C) charges in excess of \$500 per fee for the repairs; and (D) nothing for the rentals charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced, provided however, the foregoing RPP liability reducer 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 constitute a contract of insurance. The RPP is not a contract of insurance and does not constitute a contract of insurance 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 reducer 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 the 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. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt 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.

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 CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING. FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains no ership 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. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity other than for 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.

RENTAL RATES. The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimate. Rental Period defined 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 provided. Rental charges accrue during all hours, Sundays and holidays. The rental rates do not include and Customer is responsible for: (i) all consumables, fees, licenses, permits and taxes, (ii) the cost of fuel, (iii) the cost of maintenance and repairs, (iv) the cost of storage, (v) the cost of insurance, (vi) the cost of one shift use, (vii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract, (viii) maintenance, repairs and replacements to the Equipment as provided herein, (ix) a cleaning fee if required, (x) miscellaneous charges, such as fees for lost keys, PPE, costs to recover Equipment, emergency mobilization or store opening, (xi) fuel used during the Rental Period and for refueling Equipment as described below, (xii) fines for use of aged diesel fuel in on-road Equipment, and (xiii) an Environmental Assessment fee for use of Sunbelt's equipment, materials and (iv) Transportation Surcharge (see www.sunbeltrentals.com/surchar). The ownership charge for off-road diesel fuel does not include governmental retail fuel taxes or charges. Sunbelt collects these fees as revenue and charges them all 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 offset, 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, after each cash 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 or contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. ACH

permitted without notice. Due to the difficulty in verifying actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Submittal 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 to compensate Submittal for its overhead for processing missed payment. 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.

1. RETURN OF EQUIPMENT. Supplier may terminate this Contract at any time, for any reason. The Equipment shall be returned to Supplier without regard for inspections, maintenance and at the end of the Rental Period; in the same condition it was received, less Ordinary Wear and Tear and value 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 any hazardous materials and contaminants. Customer shall be responsible for the return of the Equipment to Supplier delivered to the Equipment Customer's location. Customer shall be responsible for the return of the Equipment to Supplier delivered to the Equipment Customer's location. Customer shall notify Supplier that the Equipment is ready to be picked up at the Site Address and provide a Pick-Up Number. Supplier/ Customer should keep as proof of the call provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Supplier confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. 1 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 specified earlier, 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 hereunder. 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.**

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.

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 tax 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 this 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 this convenience charge will be refunded; however, if not returned full, Customer will not receive any credit for fuel left in the Equipment upon return. (b) **Pay on Return Option:** If Customer chooses this option, Equipment will be returned without fuel. Customer shall pay a refunding charge (calculated by multiplying gallons required to refill tank with fuel) to the Equipment lessor at the Pay on Return rate. (c) **Pay on Return Option with Fuel:** If Customer chooses this option, as much fuel as when it was received (most Mustang Equipment comes with a full tank of fuel, but not all) no fuel charge will be assessed. The cost of Customer's refunding 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.

BY JURY, THIS WAIVER BEING A MATERIAL INCENTIVE TO ENTERING INTO THIS CONTRACT.

21) **ARBITRATION AGREEMENT & CLASS ACTION WAIVER.** AT THE ELECTION OF CUSTOMER OR SUBELT, 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 under this Contract if Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must: (a) obtain

Insurance coverage: Sunbelt's content prior to taking such action, including approval of established customs broker, and (b) execute an amendment to

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 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.

FORCE MAJEURE. Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have failed and/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 Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event[s]"): (1) acts of God; (2) flood, fire, earthquake, epidemics, pandemics or explosion; (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (4) government order, law, regulations, shutdowns, or actions; (5) embargoes or blockades in effect on or after the date of this Contract; (6) national or regional emergency; (7) strikes, labor stoppages or slowdowns; or other industrial disturbances; (8) shortage of adequate power or transportation facilities; and (9) other events beyond the control of Sunbelt.

17) **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

hereby represent and warrant that the Contract, express or implied, confers on any other person any 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 validity, legality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons, including Sander's, lenders, who have rights in the Equipment. Headings are for convenience only. To the extent that any term herein, in any of the Exhibits, or in any of the documents incorporated by reference herein, is inconsistent with the terms of this Contract, the terms of this Contract shall prevail. The performance of the obligations of the parties hereunder shall be subject to the performance of the obligations of the United States of America by the United States. The right to demand and direct performance of any Section of this Contract shall not be construed as a waiver of the right to demand and direct performance of the future performance of any other Section of this Contract. The signature of the person signing this Contract represents and warrants that (a) the person signing is 18 or the legal age of majority in the state, wherever s/he is greater and they both have full authority to execute, deliver and perform the terms of the 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 fully 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 Shoring can be found at <https://www.sunbeltrentals.com/about/shoring-bridging-additional-terms-and-conditions/>

As North America's largest supplier of Specialized Trench Safety Solutions and safety training, United Rentals is your single source for all your underground needs.



**INCREASE
PROFITS**
Strategic marketing and
cost-cutting solutions

Count on us for the trench safety equipment you need:

- Gas Monitors/Detectors
- Confined Space Retrieval

- **Blowers & Ventilators**

- Mega Braca

• **Abhimanyu** ह्य

Aluminium Hydroxide

Steel Trench Shoring

Arch Spreaders •

Specialty Equipment

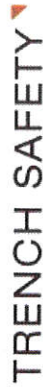
Bedding Containers

- Leak Locators

- Deflection Test Gauge

Road Plates

100



Scott Evans

City of Greenfield

Contact #:

Fax #:

Project:

1/11/2023

Our Mission: We endeavor to be the nation's leader in the rental, service and sales of trench safety equipment and other specialty products for the underground construction industry.

[illegible]

Terms and Conditions of Quotation

This is not a rental agreement. The rental of equipment and any other items listed above is subject to availability and acceptance of the terms and conditions of United's rental agreement, which must be signed prior to or upon delivery of the equipment and other items.

*No rental payment shall be applied to any sales purchase.

*Freight will be charged FOB Origination unless otherwise stated.

*This proposal may be withdrawn if not accepted within 30 days.
*Proposal does not include state or local taxes.

Customer Acceptance of Quotation

Customer Approval

Date _____

Pavement Method

Purchase Order Number (If applicable)

800.UR.RENTS - UnitedRentals.com/trench

Quotation Provided By:

Cory Burton

Cell 463-253-3166

cburton2@ur.com

All pricing is based upon system demands and turn-around time discussed. I appreciate the opportunity to quote this project and look forward to working with you on it. Please contact me if I can provide clarification, additional information or help any other way with this quotation.



MacAllister Rentals

8686 BROOKVILLE RD
INDIANAPOLIS, IN 46239
317-791-2323

Contract No.	Invoice No.	Date
4994272	R71499427200	28DEC2022

Please Remit Your Payment to:
MacAllister Rentals
Dept. 78731
P.O. Box 78000
Detroit, MI 48278-0731

Page 1

COPY SALES QUOTE

10:15 AM

L E S S E E	3050000	Date out	Date In
	CITY OF GREENFIELD		
	451 MEEK STREET	Job Number	Purchase Order
	GREENFIELD, IN 46140	1 - CITY OF GREENFIE	SALES QUOTE
	Phone: 317-477-4350	Job Location	Ordered by
	Fax: 317-477-4351	GREENFIELD, GREENFIELD	ATTN: SCOTT
		WYNMMC	000208

Qty	B/O	Item Number	Bin Loc	Unit	Price	Amount
2.0		72"X120" STEEL PLATES *A-36 HR PLT Steel plate with center lifting plate		EA	4352.72	8705.44
2.0		96"X120"X1" STEEL PLATE *A-36 HR PLT. Steel plate with center lifting plate.		EA	5062.00	10124.00
1.0		UPS/FEDEX/CCX FREIGHT Lead time on steel plates are approx 1 week. *Freight TBD* DELIVERY CHARGE		EA		.00

					Sub-total	18829.44
					Total	18829.44

IMPORTANT! Please note and acknowledge safety instruction by initialing here: _____

By his/her Initial, Lessee will provide All safety accessories as required, per safety instructions. Initial here: _____

PAYMENT: Net-30 days from invoice date unless otherwise specified herein. A service charge will apply to all past due accounts.

RENTAL EQUIPMENT PROTECTION PLAN ("REP"): Lessee will purchase REP (terms at www.macallister.com/rep and incorporated herein by reference) if Lessee fails to obtain insurance coverage and provide MacAllister with proof of such coverage or if such insurance contains coverage amounts that are inadequate to cover the Equipment at any time.

TERMS AND CONDITIONS: The rental agreement terms and conditions found at www.macallister.com/rentalterms ("Rental Terms") are incorporated herein by this reference and apply to your rental of Equipment from or provision of Services by MacAllister (as defined in the Rental Terms). Please read carefully. This agreement includes an indemnification clause, a jury waiver, warranty disclaimers, and limitations of MacAllister's liability. By accepting delivery of or using the Equipment or Services or making payment(s) to MacAllister for the same, Lessee agrees to be bound by the Rental Terms and REP Terms, even if this Rental Out form has not been fully executed.

ACCEPTED BY CUSTOMER _____