

Company Address 1039 S. 50th Street

Tampa, FL 33619

San Francisco CA 94105

US

Prepared By Mark Rentschlar

Created Date 1/13/2015

Quote Number GEN-2004-001234

CUSTOMER'S INFORMATION

Billing Customer Sample BillingName Rental Customer Sample ShippingName

Billing Contact Sample Contact Shipping Contact Sample Contact

Billing Address Shipping Address Sample Shipping_Street

Sample Shipping_City Sample Shipping_State

Sample Shi

Sample Shipping_Country

TERMS & CONDITIONS

This Master Rental Agreement ("Master Agreement") is between BIG TRUCK RENTAL, LLC, a Florida limited liability company, ("Big Truck Rental") and the customer named on the first page of this Master Agreement ("Customer"). Big Truck Rental and Customer shall sometimes be collectively referred to as the "Parties." This Master Agreement provides the basic terms of every rental contract between Big Truck Rental and Customer, however, the specifics of each rental contact shall be found in the Supplemental Rental Agreement(s) ("Supplemental Agreement(s)") or the Rental Extension Agreement(s) ("Extension Agreement (s)"). All capitalized terms are defined herein or in the Supplement Agreement or Extension Agreement.

- 1. Vehicles Covered: Big Truck Rental agrees to rent to Customer and Customer agrees to rent from Big Truck Rental certain vehicles (the "Vehicle(s)") subject to all terms, conditions and provisions set forth herein.
- 2. Payment of Rental: Customer agrees that it will pay the rental rate and other charges as set forth in the Supplemental Agreement(s) and Extension Agreement(s) (the "Rental Charges"), including, but not limited to, time, mileage, fuel, service, transportation, delivery, pick-up and all other charges, in advance on the day specified. In addition to the Rental Charges, Customer shall pay and/or reimburse Big Truck Rental for any sales tax, use tax, personal property tax, license fee, registration fee or fees levied or based upon the rental, use or operation of the Vehicle. During the term of this Master Agreement, the rental rate set forth in the corresponding Supplemental Agreement or Extension Agreement (the "Rental Rate") shall entitle Customer to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use, calculated in the following manner: more than 50 hours per week but less than 80 hours per week, Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; 80 or more hours per week, Customer shall pay an additional charge equal to one (1) times the Rental Rate. All Rentals Charges shall be paid by Customer to Big Truck Rental at its address set forth in the Supplemental Agreement or Extension Agreement or in such other manner or at such other place as Big Truck Rental notifies the Customer. Customer shall make all payments under this Master Agreement, all Supplemental Agreements and Extension Agreements without set-off, counterclaim or defense.
- 3. Security for Customer's Performance: Concurrently with the execution of this Master Agreement, Big Truck Rental may demand delivery of a valid credit card account (the "Credit Card Account") to secure the performance by the Customer of its financial obligations under this Master Agreement, Supplemental Agreement(s) and Extension Agreement(s). Customer hereby authorizes Big Truck Rental to charge the Credit Card Account in an amount equal to one (1) times the Rental Rate as additional Security Deposit for Customer's obligations on each vehicle rented, which amount shall be credited to the Credit Card Account within five (5) days of the return of the Vehicle, less any unpaid Rental Charges or damages assessments. Additionally, Customer hereby authorizes Big Truck Rental to charge the Credit Card Account in the event of default, loss, damage or other occurrence of default, including, but not limited to, failure to pay the Rental Changes, notwithstanding Big Truck Rental may avail itself of any other available remedies hereunder.
- 4. Big Truck Rental's Disclaimer of Warranty; Customer's Obligations Unconditional: In addition to, and without limiting the provisions of this Section, Customer confirms that in entering into this Master Agreement and by accepting each Vehicle rented (1) it has relied solely on (i) its knowledge and (ii) its inspection of each Vehicle, and (2) it has not relied on any promise, affirmation, description, or other statement by Big Truck Rental, all of which are superseded by this Master Agreement.
- 5. Location of the Vehicle; Inspections: Customer shall keep each Vehicle in Customer's possession and control at Customer's place of business or job site, except that the Vehicle may be moved in the normal course of Customer's business or to such other location to which the Vehicle may be moved with the prior written consent of Big Truck Rental. Big Truck Rental may, without notice to Customer, at any time during normal business hours, enter the premises where any Vehicle owned by Big Truck Rental is located and inspect the same.
- 6. Repairs; Maintenance; Use; Alterations: Customer shall perform and pay for all normal, periodic and other basic service, adjustments, and lubrication of any Vehicle in its control and possession, including, but not limited to: checking the fuel, oil and water levels of the Vehicle before each daily shift, and supplying same; checking cooling system (engine only); and checking tire pressures and battery fluid and charge levels



weekly. Customer shall, at its sole expense and cost, keep any and all Vehicles in good repair, condition and working order and furnish, at its sole expense and cost, all labor, parts, materials and supplies required therefor; including performing, or having performed, an A service on each Vehicle, replacing engine oil and filters, every three hundred (300) hours and providing all service suggested by the manufacturer of the Vehicle. Customer will maintain accurate and complete records and logs of all repairs to and maintenance on each Vehicle; Customer will furnish copies thereof to Big Truck Rental and will allow Big Truck Rental to inspect such records and logs at any time during normal business hours. Each Vehicle shall at all times be used solely for commercial or business purposes, and shall be operated in a careful, safe and proper manner and in compliance with all applicable laws, rules, regulations, ordinances and insurance requirements. All Vehicles rented are licensed for travel on the Federal Highways in 48 States. Any and all state or local permits for state or county road use, waste pickup or disposal is the responsibility of the Customer. Any modifications or additions to the Vehicle required by any governmental entity shall be promptly made by Customer at its sole expense and cost. No Vehicle shall be used, operated, or driven (i) to carry person other than the driver, or employees of the Customer, or (ii) to transport property for hire, unless the necessary and applicable permits and licenses have been obtained by Customer which are the sole and exclusive responsibility of Customer. The Vehicles rented under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) are owned by Big Truck Rental. No Vehicle identification, other than DOT numbers, shall be removed, covered, or defaced in any way. Customer agrees that they will be the motor carrier operator during the rental period and will display their DOT numbers on said rental vehicle. If the Vehicle is used in violation of any part of this Section, or is obtained from Big Truck Rental by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of the Vehicle is and shall be deemed without Big Truck Rental's permission. Each Vehicle shall be operated only by a qualified operator, licensed where required by the law of the state or states in which the Vehicle is being operated in, who is either the Customer or an authorized operator and employee of Customer. The use of a Vehicle by Customer or its employees shall be at Customer's sole risk and subject to the terms and conditions of this Master Agreement. Without the prior written consent of Big Truck Rental, Customer shall not make any modifications or additions to or changes in any Vehicle except as may be required in order to comply with or under this Section. All modifications or additions to or changes in a Vehicle shall belong to and immediately become the property of Big Truck Rental, without charge or cost to Big Truck Rental, and shall be returned to Big Truck Rental with the Vehicle upon the expiration or earlier termination of this Master Agreement unless Big Truck Rental notifies Customer to remove any of the same, in which case Customer shall promptly do so at its sole expense and cost without causing damage to the Vehicle or impairing its operation in any way. Short term rentals are not subject to the International Fuel Tax Agreement (IFTA). Therefore, all fuel tax and reporting thereof is the responsibility of the Customer. Any violations and/ or fines due to violation of the laws regarding fuel taxes and reporting shall be the sole responsibility of the Customer.

7. Risk of Loss; Damage: Big Truck Rental documents the condition of the Vehicle(s) rented upon delivery to the Customer, and again when the Vehicle(s) is returned. If the Vehicle is damaged or partially lost or destroyed, Customer shall, at its sole expense and cost, promptly repair the Vehicle in a permanent manner and in its same condition and working order as at the acceptance of the Vehicle by the Customer, using parts and materials of comparable quality. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such time as the Vehicle is again operable. If the Vehicle is totally lost (including by theft) or destroyed or if it becomes a constructive, agreed or compromised total loss, Customer shall promptly pay Big Truck Rental the current market value of the Vehicle (the "Termination Payment"). Without relieving Customer of its obligation to make the Termination Payment and without deferring that obligation, Big Truck Rental will apply toward the Termination Payment any amounts received by and payable to Big Truck Rental under this Master Agreement or any Supplemental Agreement or Extension Agreement and any payments with Big Truck Rental receives on account of such total loss or such constructive, agreed or compromised total loss under the insurance maintained pursuant to Section 8. Upon receipt of the Termination Payment and performance by Customer of all of its other obligations under the Master Agreement and corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental will transfer and assign to Customer, without recourse, any remaining rights which Big Truck Rental has under such insurance and, to the extent permitted by the insurer in writing, any title and interest which Big Truck Rental has in the Vehicle. Big Truck Rental's transfer of any title and interest in the Vehicle will be "AS IS, WHERE IS", SUBJECT TO THE PROVISIONS OF SECTION 4. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Customer and shall be accessions to the Vehicle and shall belong to and immediately become the property of Big Truck Rental.

8. Insurance: Until all of Customer's obligations under this Master Agreement and all corresponding Supplemental Agreements and Extension Agreements have been paid and performed in full, Customer will, at its sole cost and expense, maintain in force and effect an insurance policy of public liability and property damage with bodily injury and death liability limits of not less than \$1,000,000 per occurrence and in the aggregate and property damage liability limits of at least \$1,000,000 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of all Vehicles rented hereunder; but, in any event, the amount and terms of the insurance will be such that no insured under the policy will be a co-insurer of any of the risks covered by the policy. The coverage may have only such exceptions as Big Truck Rental approves in writing. The insurance will be maintained only with insurers which are licensed in the state or states in which the Vehicles will be operated and which are rated not lower than "A" in Best's Insurance Reports ("Best's") with a Financial Category Size of at least "XII" in Best's ("Approved Insurers"). Big Truck Rental will be a named insured without liability for premiums and will be the sole loss payee under the insurance. The insurance will provide for prompt written notice to Big Truck Rental of any failure to pay a premium and for at least thirty (30) days' prior written notice to Big Truck Rental of cancellation or non-renewal of the policy and of any material change in or to the coverage or in any of the other terms of the insurance. On the execution of this Master Agreement and at any other time on request by Big Truck Rental, Customer will furnish Big Truck Rental with a certificate issued by the insurer or by an insurance broker licensed in the state or states in which the Vehicles will be operated confirming that the insurance coverage required under this Section is maintained and in full force and effect, and upon Big Truck Rental's request shall provide Big Truck Rental with a true and correct copy of the policy in effect. Customer irrevocably appoints Big Truck Rental as its attorney-in-fact to make claim for and to execute any documents in connection with any claim for, to receive payment of, and to execute and endorse all checks, drafts or other instruments received as payment for any loss, damage or destruction covered by the insurance. Customer will not settle any claim under the insurance without Big Truck Rental's prior written consent, and Big Truck Rental may settle any claim under the insurance for such amount and on such terms as Big Truck Rental, in its sole and absolute discretion, determines; and Big Truck Rental will incur no liability to Customer by reason of any settlement which it makes. Customer will execute such documents as Big Truck Rental requests to confirm or effect the provisions of this entire Section 8.



- 10. Return of Vehicles: At the expiration of each Supplemental Agreement or Extension Agreement, Customer shall, at its expense, return the Vehicle rented under the Supplemental Agreement or Extension Agreement to and into the custody of Big Truck Rental, at its business location set forth on the first page of this Master Agreement or at such other place as Big Truck Rental specifies in writing, in the same repair, condition and working order as at the commencement of the Supplemental Agreement, reasonable wear and tear resulting from proper use excepted. All Vehicles shall be returned free of trash in the cab, body, hopper, and behind the packing blades or they will be subject to a clean out fee and any related disposal costs.
- 11. Tires: It is the responsibility of the Customer to assure that the tires returned with the Vehicle are in substantially the same condition as the tires that were on the Vehicle at the beginning of the rental term, reasonable wear and tear from proper use excepted. Upon the return of the Vehicle, each tire is inspected by Big Truck Rental and those tires worn substantially more than at the inception of the rental term shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a re-capable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-re-capable by our tire vendor will be back billed.
- 12. Default by Customer; Remedies of Big Truck Rental; Waiver of Bond: Any of the following events or conditions shall constitute an event of default: (1) Customer's failure to pay when due any Rental Charges or any other amount payable; (2) Customer's failure to perform, or its violation of any other term, covenant or condition of this Master Agreement or any Supplemental Agreement or Extension Agreement and the failure to cure same within five days after the occurrence; (3) seizure of the Vehicle under legal process; (4) failure of Customer to report, at the beginning of each week or at the request of Big Truck Rental, the miles and hours on the truck or (5) any reasonable ground for insecurity on the behalf of Big Truck Rental with respect to the

performance of Customer's obligations hereunder. While an event of default exists, Big Truck Rental shall have the right to exercise any one or more of the following remedies: (1) terminate this Master Agreement and all Supplemental Agreements and Extension Agreements held with the Customer; (2) sue for any damages incurred by Big Truck Rental due to the event of default and/or termination of the contract between Big Truck Rental and Customer; (3) require Customer to redeliver any and all rented Vehicles immediately to Big Truck Rental as provided in Section 10; or (4) repossess any and all Vehicles without notice, legal process, prior judicial hearing, or liability for trespass or other damage, Customer voluntarily and knowingly agrees to and waives the same. If Big Truck Rental attempts but is unable to repossess the Vehicle for any reason whatsoever, Big Truck Rental may, at its option, declare the Vehicle to be a total loss, in which case Customer shall pay to Big Truck Rental the Termination Payment and the provisions of Section 7 will apply. All of the foregoing remedies are cumulative and are in addition to any other rights or remedies available to Big Truck Rental at law or in equity. Big Truck Rental may enforce any of its rights separately or concurrently and in such order as Big Truck Rental determines. In any proceeding by Big Truck Rental to recover possession of the Vehicle, Big Truck Rental shall not be required to post a bond or other security or undertaking, and Customer hereby waives any right to require, and any requirement for, any such bond or other security or undertaking.

- 13. Payments by Big Truck Rental; Interest: If Customer fails to pay any amount which it is required to pay or to perform any of its obligations under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental may, at its option, pay such amount or perform such obligation; and Customer shall, on demand by Big Truck Rental, reimburse Big Truck Rental for the amount of such payment or the cost of such performance. Customer shall pay Big Truck Rental interest at one- and-a half percent (1½%) per month or at the highest lawful rate that may be charged, whichever is lower, on amounts payable by Customer under any provision of this Agreement (i) from the due date thereof until it is paid, or (ii) in the case of any amount paid or any cost incurred by Big Truck Rental, from the date of such payment or the expenditure of such cost until Big Truck Rental receives reimbursement therefor.
- 14. Assignment: This Master Agreement and all Supplemental Agreement(s) and Extension Agreement(s) are agreements for rental only and Customer shall not be deemed an agent or employee of Big Truck Rental for any purpose. Customer will not sell, assign, transfer, lease, pledge or otherwise encumber any Vehicle or any of Customer's rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) or in or to the Vehicle, or permit any of its rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) to be subject to any lien, charge or encumbrance of any nature. Big Truck Rental may, subject to the terms of this Master Agreement and corresponding Supplemental Agreement(s) or Extension Agreement(s), sell, transfer or assign any of its rights in or to any Vehicle or under this Master Agreement. Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Big Truck Rental and Customer.
- 15. Termination: This Master Agreement will become effective upon its execution and continues until it is terminated by an affirmative revocation by either party or as provided herein. Each Supplemental Agreement terminates at the expiration of the rental term as set forth in the terms of the Supplemental Agreement (the "Rental Term"), or at the expiration of any mutually agreed upon Extension Agreement. If the Customer wishes to terminate its Supplemental or Extension Agreement prior to the stated expiration ("Early Termination") it must either (a) return the Vehicle to Big Truck Rental in a rentable condition, or (b) inform Big Truck Rental five (5) days prior to the proposed Early Termination date that the Customer wishes for Big Truck Rental to pick up its Vehicle.
- 17. Attorneys' Fees: Should the parties not agree on resolution of any issues surrounding this agreement, the successful party will be entitled to collect fees and costs associated with enforcement of this agreement.
- 18. Severability of Provisions: If any provision of this Master Agreement or the Supplemental Agreement(s) or Extension Agreement(s), or the application of any such provision to any person or circumstance is held invalid, the remainder of this Master Agreement or Supplemental Agreement(s) or Extension Agreement(s) and the application of such provision, other than to the extent it is held invalid, will not be invalidated or affected thereby.
- 19. Entire Agreement; Amendment and Waiver; Facsimile and Counterparts: This Master Agreement and the corresponding Supplemental



Agreement(s) and Extension Agreement(s) constitute the entire agreement and understanding between Big Truck Rental and Customer relating to the Vehicle and the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, among the Parties to this Master Agreement and the with respect to the subject matter hereof. This Master Agreement and any Supplemental Agreement and Extension Agreement may be amended only by written agreement executed by all of the Parties hereto, and no provision of this Master Agreement or corresponding Supplemental Agreement (s) or Extension Agreement(s) and no right or obligation of either party under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) may be waived except by written agreement executed by the party waiving the provision, right or obligation. A facsimile of this Master Agreement and/ or corresponding Supplemental Agreement(s) and Extension Agreement(s), or any part of thereof, shall be enforceable as an original. This Master Agreement or corresponding Supplemental Agreement (s) or Extension Agreement(s) may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 20. Section Headings: Section headings contained in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of any provision of this Master Agreement.
- 21. Waiver of Trial by Jury: THE CUSTOMER HEREBY EXPRESSLY CONSENTS TO THE WAIVER OF THE CUSTOMER'S RIGHT TO TRIAL BY JURY.
- 21. Additional Terms and Conditions:

- A. Non-Solicitation Statement. Big Truck Rental swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. Big Truck Rental has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this
- B. Convicted Felon Statement. Big Truck Rental swears that it complies with City Code § 2-8(c). No principal, member, or officer of Big Truck Rental has been convicted of or pled guilty to a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records in the past five years.
- C. Audit and Other Oversight. Big Truck Rental will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires Big Truck Rental to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, Big Truck Rental agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.
- D. Ownership Interest Disclosure. Big Truck Rental will provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in Big Truck Rental and stating that no other person holds an ownership interest in Big Truck Rental via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If Big Truck Rental fails to submit the required affidavits, the City may, after thirty (30) days' written notice to Big Truck Rental, suspend or cause the suspension of any further payments until the required affidavits are submitted.

By execution of this Master Rental Agreement, Customer acknowledges that all Vehicles rented hereunder are rented to and in accordance with the terms, conditions, and provisions of this Agreement and evidences such Agreement by signing below. DRIVER'S LICENSE INFORMATION IS MANDATORY FOR RENTAL.

Customer Acknowledgement			
CUSTOMER NAME: (Company Name) BY: (Signature) PRINT NAME:	DATE: TAX ID #:	DRIVER'S LICENSE #: DATE: TAX ID #: STATE:	
TITLE:	Init	ial here acknowledging you have read Section 6 on responsibility.	
SS#:	Please sign fax to (813) 2	quote and email to <u>btrsales@bigtruckrental.com</u> or 261-0821.	
C	to Effectuate the Rental of a Vehicle under this Driver's License #:		
Agent's Name:	Driver's License #:	State:	



(Print Name)

Agent's Name:	Driver's License #:	State:
Agent's Name:	Driver's License #:	State:
	GUARANTY	
unconditionally and personally g	C ("Big Truck") to enter into this Master Rental Agreeme uarantees the payment and performance of all current and ter Rental Agreement, including any subsequent Extension agrees:	I future obligations and sums due to be paid by
 Guarantor acknowledges The terms and condition whether through Extens liabilities, may be increas Guarantor waives notic performance and all notic In the event Customer fa Guarantor without first acknowledges this is a great greement, in addition to Guarantor. Guarantor's liability undrelease or discharge of C This Guaranty shall inur 	efitting from Big Truck's decision to enter into the Master Ren this Guaranty is absolute, irrevocable, unconditional, unlimited in soft the Master Rental Agreement, including length and ion Rental Agreements, Supplemental Rental Agreements are without notice to Guarantor and without limiting Guarantor es of the acceptance of this agreement, presentment, present of the acceptance or nonpayment which might otherwise its to make a payment when due or perform a performance of proceeding or making claim or exhausting any remedy uaranty of payment and performance, not collection. If all of Big Truck's costs, expenses and reasonable attorned any costs, expenses or reasonable attorned any costs, expenses or reasonable attorned any costs, expenses or reasonable attorned and costs. It is Guaranty shall not be deemed waived, released, decustomer's obligations through bankruptcy, reorganization, or the to the benefit and shall be binding on the successors and eithout the express written consent of Big Truck.	ed and continuing in nature. number of rental vehicles included thereunders or otherwise, and Customer's obligations and r's liability therefor. protest, notice of protest and all demands for be a condition precedent to Guarantor's liability obligation, Big Truck may proceed directly against against Customer. To this extent, Guarantor ey's fees incurred to enforce the Master Renta ed by Big Truck to enforce this Guaranty against discharged, mitigated or in any way affected by other insolvency proceedings.
state and federal courts the Thirteenth Judicial C	construed and enforced under Florida law. Guarantor irrevoca located in Tampa, Florida, specifically the County Court of H ircuit of the State of Florida; or the United States District Cou this Guaranty. Guarantor irrevocably waives the right to a tria or enforcement of this Guaranty.	dillsborough County, Florida; the Circuit Court of urt for the Middle District of Florida, for any action
	duaranty, or the application of any such provision to any perso le, the remainder of this Guaranty shall not be affected and s	
obligation of the party ex	nature is delivered by facsimile or email, such secuting (or on whose behalf such signature is as if such fascmile or emailed signature page	s executed) with the same force and
GUARANTOR:		
I have read this Guarantee and a	gree to its terms:	
(Signature)		
(Oignature)		