



TerraWorkX RENTALS

RENTAL AGREEMENT

360-946-9647

RATES & HOUR LIMITS (SUMMARY)

Rental pricing is based on: 8 working hours per day, 40 hours per week, and 160 hours per 4-week period. Extra hours, extended use, and late returns are billed at TerraWorkX's posted overtime/overage rates. No credits are given for weather, weekends, downtime outside of TerraWorkX's control, or time you choose not to use the machine.

KEY POLICIES & FEES

Policy	Plain-English Summary
Fuel	Return full (or same level) or pay \$9.00 per gallon.
Cleaning	Return reasonably clean. Excessive cleaning billed at \$100/hr (1 hr minimum).
50-mile radius	Do not move the equipment beyond 50 miles from pickup/delivery without written approval.
Tires / tracks	You pay for tire/track damage, repairs, and replacement while on rent.

RENTAL TERMS AND CONDITIONS

These Terms apply to every rental from TerraWorkX LLC ("TerraWorkX," "we," "us"). The customer/renter ("you") agrees to these Terms by signing the Front Sheet, taking possession of the equipment, or authorizing payment. If a quote, invoice, or special written addendum conflicts with these Terms, the written addendum controls for that specific topic.

1) Definitions

"Equipment" means the rented machine(s), attachments, accessories, keys, manuals, GPS/telematics devices, and any related items. "Rental Period" starts when the Equipment leaves TerraWorkX's yard (or is delivered) and ends when TerraWorkX checks it in and accepts it back. "Site" means the jobsite and any areas where the Equipment is transported, stored, parked, or used.

2) Rental charges, time, and final audit

You agree to pay the rates shown on your quote, invoice, or TerraWorkX rate sheet. Time and usage are tracked by the hour meter and/or daily/weekly/monthly periods. Rates are based on 8 hrs/day, 40 hrs/week, 160 hrs/4 weeks. Extra hours, early starts, extended use, and late returns are billed as overages. All charges are subject to final audit after return, including hours, fuel, cleaning, damage, missing items, tolls, and taxes.

3) Payment terms, deposits, and collections

Deposits (if required) must be paid before release/delivery. Invoices are due upon receipt unless otherwise agreed in writing. Past due balances may accrue late fees as allowed by law and may be sent to collections. You agree to pay reasonable collection costs and attorney fees where allowed. If you dispute a charge, notify TerraWorkX in writing within 5 business days of the invoice date and provide supporting details; undisputed amounts remain due.

4) Card authorization and chargebacks

You authorize TerraWorkX to charge the payment method on file for all amounts due under this Agreement, including rental, delivery/pickup, fuel, cleaning, damage, loss, theft, towing, recovery, downtime, administrative fees, and collection costs. You agree not to initiate a chargeback for amounts legitimately owed. If a chargeback occurs, you remain responsible for the balance plus any chargeback fees and related costs.

5) Delivery, pickup, and access

If TerraWorkX delivers or picks up Equipment, you will provide safe access and a clear drop area. If TerraWorkX cannot access the Site due to gates, mud, narrow access, unsafe conditions, or other issues, you may be charged a trip fee and additional time. You authorize TerraWorkX and its contractors to enter the Site at reasonable times to retrieve Equipment if it is not returned when due, if you are in default, or if the Equipment appears abandoned or at risk.

6) Inspection and acceptance

You must inspect the Equipment at pickup/delivery. By accepting it, you confirm it is in good working condition unless you note a problem in writing at checkout. TerraWorkX may document condition with photos, checklists, telematics, and hour-meter readings before and after the rental.

7) Safe operation and compliance

Only trained and competent operators may use the Equipment. You will use the Equipment safely, carefully, and only for its intended purpose. You will comply with all laws, jobsite rules, and manufacturer guidance, including calling 811 (or the local one-call service) before digging. You are responsible for permits, utility locates, traffic control, and safe work zones.

8) Prohibited uses

You will not: (a) sublease, lend, or allow unauthorized users; (b) use the Equipment for illegal activity; (c) overload it; (d) use it in a way that risks rollover; (e) operate it when warning lights indicate a serious fault; (f) expose it to salt water, corrosive materials, or hazardous substances without written approval; (g) remove, cover, or disable safety devices or GPS/telematics; or (h) modify the Equipment.

9) Location limit and transport

Unless TerraWorkX approves in writing, you may not move the Equipment beyond a 50-mile radius from the pickup/delivery location. If you transport the Equipment, you are responsible for safe loading, securement, towing capacity, permits, and compliance with DOT requirements. Any fines, impounds, or towing caused by improper transport are your responsibility.

10) Fuel, DEF, and fluids

Equipment is provided with a documented fuel level (typically full). You must return it with the same fuel level. If not, you will be charged \$9.00 per gallon (or TerraWorkX's posted fuel rate if higher), plus applicable service/admin fees. If the Equipment requires DEF, you must use the correct DEF and keep it filled. Wrong fluid, contamination, or running out of DEF is your responsibility.

11) Cleaning and contamination

The Equipment must be returned clean and in the same condition as provided, including the cab, interior, glass, controls, tracks, and undercarriage. Excessive dirt, mud, concrete, slurry, paint, manure, trash, adhesive, or debris will be cleaned at \$100/hour, one-hour minimum. You are responsible for all decontamination, disposal, and downtime costs related to hazardous materials or contamination.

12) Daily checks and routine care

During the rental, you are responsible for basic operator care: daily walk-around inspection, checking fluid levels, greasing/lubrication where required, keeping the Equipment reasonably protected from abuse, and securing it when not in use. Do not service beyond routine care without TerraWorkX approval.

13) Tires, tracks, undercarriage, and wear items

You are responsible for tire and track damage (cuts, punctures, de-tracking, abnormal wear) and undercarriage damage caused by improper operation, debris, or failure to remove packed material. Normal wear is expected, but abusive wear, broken teeth, bent blades, damaged cutting edges, and damaged attachments are charged to you.

14) Breakdowns and downtime

If the Equipment becomes unsafe, stops working, or shows warning lights, stop using it immediately and notify TerraWorkX. Do not continue operating in a way that can cause more damage. Do not repair or hire a mechanic without TerraWorkX approval unless needed to prevent injury or major property damage. If the issue is not caused by misuse, TerraWorkX may repair, replace, or reasonably adjust charges for the affected time.

15) Damage, loss, theft, and reporting

You are responsible for the Equipment from checkout until TerraWorkX accepts the return. If the Equipment is damaged, lost, stolen, vandalized, rolled, submerged, burned, or seized, you will pay for repair or replacement, parts and labor, towing/recovery, administrative costs, and lost rental revenue/downtime while it is out of service. You must report theft or major damage immediately to TerraWorkX and law enforcement and provide a police report number.

16) Return requirements and check-in

Return the Equipment on time, to the agreed location, with all attachments, keys, and accessories, and in substantially the same condition (normal wear excepted). Return is not complete until TerraWorkX checks in the

Equipment and confirms condition. If returned after hours, you remain responsible until TerraWorkX inspects it during business hours.

17) No warranties

The Equipment is rented "as-is." TerraWorkX does not promise that the Equipment is fit for a particular project or guarantee uninterrupted use.

18) Insurance

Renter will maintain and carry, from the time Renter takes possession of the Equipment or the Equipment is delivered to Renter (whichever is earlier) until the time the Equipment is picked up from Renter by TerraWorkX or otherwise returned to

TerraWorkX's care, custody and control, at Renter's sole cost and expense, the following insurance:

a) **Comprehensive or Commercial Form General Liability Insurance** including, but not limited to, coverage for any property damage, bodily injury, personal injury, death, and contractual liability with a minimum limit of liability of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and

b) **Automobile Liability Insurance if Renter** will be transporting with their own vehicle or trailer the Equipment on any public highways or byways, including underinsured and uninsured motorist coverage, with a minimum combined single limit of liability of \$1,000,000.00 per occurrence for bodily injury, personal injury, death and/or property damage.

c) **Carry Property Insurance** with a minimum limit of liability of \$100,000.00 per occurrence for damage or losses to Equipment; or

If Renter fails to satisfy the requirements set forth in this Section 6, TerraWorkX reserves the right to invoice Renter for the RPP, however, RPP is not insurance and Renter remains responsible for pursuing all claims for liability under this Agreement with its insurer even if no Certificate of Insurance has been provided to TerraWorkX.

All insurance policies described above must contain, or be endorsed to contain, the following provisions:

a) TerraWorkX LLC and its officers, directors, employees, agents, representatives, and assigns are to be covered as additional insureds on the general liability and automobile liability insurance policies and as loss payees on the property insurance policy;

b) The equipment owner and his, her or its officers, directors, employees, agents, representatives, and assigns are to be covered as additional insureds on the general liability and automobile liability insurance policies and as loss payees on the property insurance policy;

c) A waiver of rights of recovery against TerraWorkX and the equipment owner, and their insurers, by the Renter and its insurers as well as a waiver of subrogation against TerraWorkX, equipment owner, and their insurers; and

c) A provision that TerraWorkX must receive at least 30 days written notice prior to any cancellation or change in Renter's coverage.

Renter shall exercise all rights available under its insurance policies required by this Section 6 and take all actions necessary to process and pursue all insurance claims against those policies in force at the time of the rental and/or loss. TerraWorkX reserves the right to require Renter to submit Certificates of Insurance and/or Letters of

Endorsement verifying that Renter holds and carries policies meeting the above criteria and containing the specified endorsements.

19) Indemnity

You agree to defend, indemnify, and hold TerraWorkX harmless from claims, injuries, fines, and costs arising from your use, possession, transport, or storage of the Equipment, except to the extent caused by TerraWorkX's gross negligence or willful misconduct (where applicable by law).

20) Limits of liability

To the extent allowed by law, TerraWorkX is not liable for lost profits, business interruption, or other indirect or consequential damages. If TerraWorkX is found liable for any reason, TerraWorkX's total liability is limited to the rental charges you paid for the affected rental period.

21) Default and remedies

You are in default if you fail to pay, fail to return the Equipment when due, move it outside the allowed area without approval, misuse it, provide false information, or otherwise breach this Agreement. If you default, TerraWorkX may terminate the rental, recover the Equipment, and charge you for all amounts due, including recovery costs and downtime. Failure to return Equipment may be reported as theft as allowed by law.

22) Entire agreement and changes

This Agreement (Front Sheet + these Terms + any written quote/invoice) is the entire agreement. Any change must be in writing and signed by TerraWorkX. If any part is unenforceable, the rest remains in effect.

23) Legals terms, Governing law, and venue

This Agreement is the full and final agreement of the parties in relation to the subject matter hereof and may only be modified in writing. This Agreement will be governed by and enforced in accordance with the laws of the State of Washington. The parties agree that state and federal courts within the State of Washington shall have the exclusive jurisdiction over any litigation brought or arising out of this Agreement. The non-prevailing party shall pay the prevailing party's reasonable attorneys' fees and costs.

PAYMENT & CARD AUTHORIZATION

Payment is due as invoiced. Final charges are subject to final audit (hours, damage, fuel, cleaning, missing items). You authorize TerraWorkX to charge the card on file for all amounts due under this agreement, including rental charges, delivery/pickup, fuel, cleaning, damage, loss, theft, towing, recovery, downtime, administrative fees, and collection costs.