



EQUIPMENT RENTAL AGREEMENT

DATE: _____, ____, 2026

OWNER:

Seek Him Builders LLC
39040 MS-315
Batesville, MS 38606

Rental Equipment:

This agreement covers the equipment listed on the corresponding quote.

Rental Rate:

\$400 per week for the first seven (7) days.

Additional rental charges (\$80/day) will accrue starting on day eight (8) after Equipment arrives on site and, at the OWNER's discretion, be charged to customer's credit card every seven (7) days thereafter until BOL/tracking information is provided for return shipment (see **Section 5. Charges and Payments** below).

RENTAL TERMS AND CONDITIONS

1. Physical Condition of Equipment

The RENTER shall keep and maintain the Equipment during the terms of the rental at his own cost and expense. RENTER shall, at its own expense, keep and maintain the Equipment in a good state of repair, normal wear and tear excepted, and shall use the Equipment only for its intended purpose and follow OWNER's restrictions regarding use and maintenance of the Equipment. RENTER shall allow OWNER to enter RENTER's Jobsite and RENTER's premises at all reasonable times to locate and inspect the state and condition of the Equipment.

2. Use of the Equipment

RENTER agrees to rent from OWNER, and OWNER agrees to rent to RENTER, the Equipment as set forth herein. The RENTER is responsible for the use of the Equipment. The RENTER assumes all risk arising from the possession and operation of the Equipment and agrees to defend, indemnify, and hold OWNER harmless from, and hereby release OWNER from, any and all claims and demands, including without limitation, claims for damage to property or bodily injury (including death) resulting from the use, operation, or possession of the Equipment, whether or not it be claimed or found that such damage or injury resulted in whole or in part from OWNER'S negligence, from the defective condition of the Equipment or from any cause. RENTER warrants that RENTER has working knowledge of the appropriate use of the Equipment and has not relied upon OWNER in any way for instruction or training on the use of the Equipment. RENTER shall not permit any untrained persons to use the Equipment without being under the direct supervision of RENTER. While RENTER is in possession of the Equipment, prior to any use of the Equipment, RENTER shall (i) fully inspect the Equipment, so as to determine whether there is any potential or actual problem, defect, or other issue with the Equipment; and (ii) fully observe and inspect all areas of the Jobsite upon which the Equipment is intended to be used, or that may be otherwise affected by the intended use of such Equipment, to ensure that safe, proper, and otherwise appropriate conditions exist on, in, and around such areas prior to commencement of use of the Equipment. If any such problem, defect, or issue with the Equipment is observed (under subpart (i)) or any unsafe, improper, or otherwise inappropriate site condition exists (under subpart (ii)), RENTER shall not use the affected Equipment, shall immediately (one hour or less) notify OWNER, and

shall thereafter refrain from use of the affected Equipment until such problem, defect, issue, or condition is fully remedied and resolved. RENTER and its employees and other agents shall at all times use the Equipment in compliance with (i) all manufacturer and Equipment guidelines, instructions, and the like; (ii) all federal, state and local laws and regulations (including OSHA regulations) applicable to the Equipment or use thereof; and (c) all written and otherwise communicated current rules, policies, and practices of OWNER and any future rules, policies, and practices that OWNER, in its sole discretion, chooses to implement (these three categories will be hereinafter collectively referred to as "Equipment Rules and Regulations").

3. Responsibility for Equipment

From the time the Equipment is rented out until it is returned, RENTER is responsible for it. If the Equipment is lost, stolen, or damaged under any circumstances while rented, regardless of fault, RENTER shall be responsible for all charges, including labor costs, to replace or repair the Equipment. If the Equipment isn't clean when returned, a cleaning charge will be imposed. The parties explicitly acknowledge and agree that RENTER is solely responsible for the protection and safety of its own employees and agents, and any of its subcontractors, in their use of the Equipment, and for determination and selection of RENTER's own safety methods and means regarding use of the Equipment. Accordingly, RENTER, and not OWNER, is solely liable for any safety-related injuries, claims, or other damages arising from a safety accident, injury, or the like involving RENTER or its employees, independent contractors and subcontractors, and/or other agents.

4. Return of Equipment

The Equipment is OWNER's property and is rented to RENTER subject to this contract for rental charges and for the period of time noted above. If RENTER desires to extend the term of this rental beyond the time and date specified above, RENTER must immediately notify OWNER to obtain approval, the terms for such extension and a modification of this contract. If this agreement has not been extended and RENTER fails to return the Equipment when due; OWNER, to enforce its property ownership of the Equipment and to protect its interest under this contract may retake the Equipment at any time and to do so OWNER or its representatives may enter RENTER'S property and RENTER hereby waives any right of action against OWNER for such entry and retaking. In addition, RENTER acknowledges that the failure to return Equipment within the contracted time and the sale or concealment of returned Equipment are prohibited, and that such action may constitute a crime, OWNER, in addition to any other action we may take, may notify the authorities, and take other action, including the filing of criminal complaints, subjecting RENTER to prosecution.

5. Charges and Payments

RENTER is responsible for rental charges from the time the Equipment is received until it is returned, shipping time excluded. RENTER agrees to return the Equipment promptly, clean and in good condition. RENTER shall be responsible for and shall pay OWNER all charges hereunder. All charges are due upon return of the Equipment and on demand. If the rental charges are charged to someone other than the RENTER, the RENTER represents he/she is the agent of such party and has the right to charge this rental; the RENTER nevertheless will remain liable for the charges and for the other obligations and responsibilities of the RENTER hereunder. If rental charges are not paid within 10 days of their due date, OWNER at its discretion may recalculate all charges on a daily rental rate basis and may be considered an authorized charge, per the **Credit Card Pre- Authorization for Late Charges, found at bottom of this agreement.**

6. No Warranty

THE EQUIPMENT IS PROVIDED AS-IS, WHERE-IS, WITHOUT RECOURSE, REPRESENTATION, OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY AGAINST INTERFERENCE; OR (D) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

7. Title and Risk of Loss

Title to the Equipment remains with OWNER throughout the Term, and RENTER shall acquire no right, title, or interest in the Equipment. RENTER shall not pledge or encumber the Equipment in any way. In addition to, and not in limitation of the provisions of Section 2-4, above, RENTER shall bear all risk of loss, damage, destruction, theft, and condemnation to or of the Equipment from any cause whatsoever (“Loss”) until the Equipment has been returned to OWNER to the destination specified in Section 5. RENTER shall notify OWNER in writing within 1 day of any such Loss. RENTER shall indemnify OWNER for any such Loss, as provided in Section 8, below.

8. Indemnification

RENTER shall indemnify, defend, and hold harmless OWNER and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or, expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, relating to/arising out of or resulting from any claim of a third party or OWNER arising out of or occurring in connection with the Equipment or RENTER's negligence, willful misconduct, or breach of this Agreement. RENTER shall not enter into any settlement without OWNER's or Indemnified Party's prior written consent.

9. Collection Costs

RENTER agrees to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the Equipment, or otherwise in enforcing the terms of this contract.

10. Assignment; Successors and Assigns

RENTER shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of OWNER, in its sole discretion. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve RENTER of any of its obligations hereunder. OWNER may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement to any person or entity without RENTER's prior written consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

11. Waiver and Limitation of Liability and Damages

(a) IN NO EVENT SHALL OWNER BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT OWNER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. (b) IN ALL EVENTS, OWNER'S TOTAL LIABILITY, FOR ANY BREACH OF THIS AGREEMENT, OR OTHERWISE RELATING TO THE EQUIPMENT, IS LIMITED TO FIFTY PERCENT (50%) OF THE RENTER'S TOTAL RENTAL FEE PAID TO OWNER.

12. Force Majeure

Lessor shall not be liable or responsible to Lessee, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Lessor including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage.

13. Entire Agreement; Modification; Waiver

This contract constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. No amendment to or modification of or rescission, termination (other than by expiration of the Agreement), or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement, and signed by OWNER. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof. All rights and remedies provided in this Agreement are cumulative and not exclusive. Notwithstanding the previous sentence, the Parties intend that RENTER's rights under Section 6 are RENTER's exclusive remedies for the events specified therein.

14. Choice of Law and Forum; Waiver of Jury Trial

This contract shall be governed by, and construed in accordance with, the laws of the State of Iowa, without regard to the conflict of laws provisions thereof. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this contract, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Iowa sitting in Polk County, Iowa, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Any controversy that may arise under this contract is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this contract.

Signature Page Follows

For and on behalf of
Seek Him Builders LLC

Joshua Thomason

Authorized Signature

Print Name

Title

Date Signed

For and on behalf of
Renter

Authorized Signature

Print Name

Address

Date Signed

Credit Card Pre-Authorization for Late Charges

Please complete all fields. This authorization will remain in effect until rental equipment is returned.

I, _____ Authorize Seek Him Builders LLC to charge my credit card for any late charges and/or daily/weekly rental charges accrued. I understand that my information will be saved to file for future transactions for this purpose on my account.

Customer Signature

Date

