

****Centurion Rentals Agreement****

****1. DEFINITIONS****

“Agreement” refers to the Reservation Details, the Rental Protection Plan (RPP), and any associated Rental and Service Agreement, including these Rental and Service Terms.

“Centurion” means Centurion Rentals LLC.

“Equipment” includes rental items listed in the Reservation Details and any delivered accessories.

“Customer” refers to the individual or entity identified in the Reservation Details, including any authorized representatives.

“Qualified Operator” is any individual authorized by the Customer to operate the Vehicle in the U.S. They must have a valid operator’s license or International Driving Permit (IDP) and relevant training. Operating the Vehicle makes the Qualified Operator jointly responsible for related obligations.

“Rental and Service Agreement” is the contract between the Customer and Centurion for renting Equipment and/or Services, incorporating these Rental and Service Terms.

“Rental Period” is the time from “Rental Out” to “Scheduled In” as stated in the Agreement.

“Credit Card” means the card provided by the Customer as part of this Agreement.

“Reservation Details” include Equipment, Rental Period, delivery, and payment information.

“Service” means the delivery, pickup, and repair of Equipment provided by Centurion.

****2. AUTHORITY TO SIGN****

Individuals signing this Agreement confirm they are of legal age and authorized to execute it on behalf of the Customer.

****3. COMPETENCE IN OPERATING EQUIPMENT****

The Customer certifies that they possess the necessary skills, training, and experience to operate the rented equipment safely and competently. Centurion shall not be liable for any injuries, damages, or losses resulting from the Customer's incompetence or improper use of the equipment.

****4. PERSONAL PROPERTY DAMAGE****

The Customer assumes full responsibility for any damage to personal property, including but not limited to oil leaks, ruts in the ground caused by the equipment's weight, or any damage resulting from collisions or impacts with objects. Centurion shall not be held liable for any such damages.

****5. DAMAGE TO GROUND AND ROAD SURFACES****

The Customer acknowledges the risk of damage to ground and road surfaces during the loading and unloading of equipment. The Customer agrees to assume all responsibility for such damage and to indemnify Centurion against any claims arising from these activities.

****6. EQUIPMENT CAPACITY LIMITS****

The Customer agrees not to exceed the posted capacity of the rented equipment. Any damages, injuries, or losses resulting from overloading the equipment shall be the sole responsibility of the Customer. Centurion is not liable for any consequences of exceeding the equipment's capacity.

****7. AERIAL OBSTRUCTIONS****

The Customer is responsible for ensuring that all aerial obstructions, including power lines, are clear before operating the equipment. Centurion shall not be held liable for any injuries, damages, or losses resulting from contact with aerial obstructions.

****8. RISKS OF AERIAL OPERATION****

The Customer acknowledges the inherent risks, including injury or death, associated with operating equipment while suspended in the air. The Customer agrees that such actions are performed at their own risk and releases Centurion from any liability related to these activities.

****9. USE OF PERSONAL PROTECTIVE EQUIPMENT (PPE)****

The Customer is advised to use all recommended personal protective equipment (PPE), including harnesses and lanyards, when operating equipment from an aerial platform. While the use of PPE is strongly recommended for safety, any failure to do so is at the Customer's own risk, and Centurion is not liable for any resulting injuries or damages.

****10. INDEMNITY / HOLD HARMLESS****

The Customer agrees to indemnify Centurion and its affiliates against all liabilities, claims, losses, or damages arising from the Equipment's use or any errors in information provided by the Customer. This indemnity survives the expiration of the Agreement.

****11. INSPECTION OF EQUIPMENT****

The Customer acknowledges that they have inspected the Equipment upon delivery and found it suitable for their needs.

****12. LIMITATION OF LIABILITY****

Centurion is not liable for losses related to the Equipment, its use, or Services. The Customer assumes all risks associated with operating the Equipment from delivery until return.

****13. CUSTOMER RESPONSIBILITIES****

The Customer must provide necessary information for Services and ensure a safe work environment. If Centurion cannot perform Services due to safety concerns, it may refuse without liability.

****14. DAMAGE WAIVER FOR PAINT OVERSPRAY****

A damage fee of \$2,000 will be charged for any paint overspray on the Equipment. This fee is for the cleaning and restoration of the Equipment to its original condition.

****15. MALFUNCTIONING EQUIPMENT****

If the Equipment becomes unsafe, malfunctions, or requires repair, the Customer must cease use and notify Centurion immediately. If the issue results from normal operation, Centurion will repair or replace the Equipment when available.

****16. RETURN OF EQUIPMENT****

At the end of the Rental Period, the Customer must return the Equipment in good condition. The Customer is responsible for any damages or losses until the Equipment is picked up.

****17. REASONABLE WEAR AND TEAR****

Reasonable wear and tear refers to normal deterioration from proper use. It does not include damage from misuse or neglect.

****18. LATE RETURN****

If the Equipment is not returned or ready to be picked up on time, is blocked in or unable to be loaded. Centurion may apply additional charges or fees.

****19. CUSTOMER PERSONAL PROPERTY****

Centurion is not responsible for personal property left in or on the Equipment after the Rental Period.

****20. RENTAL PERIOD / CHARGES****

Rental charges begin when the Equipment is booked and delivered at the specified location and end upon pickup notification. Additional fees may apply for cleaning or repairs.

****21. REFUELING SERVICE CHARGE****

A Refueling Service Charge will apply if the Equipment is not returned with a full tank of fuel. The charge will vary based on the rate charged by the location on the return date and will be calculated at 300% of the local posted fuel cost.

****22. ENVIRONMENTAL SERVICE CHARGE****

An Environmental Service Charge may apply for certain rentals.

****23. DEPOSIT AND PAYMENT****

The Customer's Credit Card will be charged a deposit for estimated rental fees, with all amounts due upon invoicing.

****24. TITLE / NO PURCHASE OPTION****

Title to the Equipment remains with Centurion at all times.

****25. TIRE REPAIR OR REPLACEMENT****

The Customer is responsible for field tire repairs or replacements.

****26. DEFAULT****

If the Customer is in default for missed payments, violations of the Agreement, or insolvency, Centurion may terminate the Rental Period or repossess the Equipment.

****27. CUSTOMER'S INSURANCE COVERAGE****

The Customer agrees to maintain the following insurance at their own expense:

(A) ****Commercial General Liability Insurance (CGL)****: Coverage must meet or exceed the standard ISO CG 00 01 12 04 form with limits of at least \$1 million per occurrence and \$2 million in aggregate.

(B) ****Property Insurance****: Coverage for the full replacement cost of the Equipment, including all risks of loss or damage.

The insurance policies must state that all coverage is primary and non-contributory to any other insurance maintained by Centurion. The Customer must name Centurion as an additional insured on these policies for claims arising from the maintenance or use of rented Equipment. A waiver of rights of recovery against Centurion must be included, along with a waiver of subrogation.

The Customer shall provide proof of insurance coverage to Centurion, and all policies must provide at least 90 days' notice to Centurion prior to cancellation.

For Equipment not licensed for road use, the Customer must either name Centurion as a loss payee on their property insurance or purchase the Rental Protection Plan.

****28. NO ASSIGNMENT****

The Customer may not sublease or assign the Equipment without Centurion's written consent.

****29. CLASS ACTION WAIVER****

Claims must be handled individually, not as part of a class action.

****30. JURY WAIVER****

Trial by jury is waived, and jurisdiction is exclusive to the county of the Store Location.

****31. OTHER PROVISIONS****

Various provisions related to enforcement, collection costs, and confidentiality of personal information are included.

****32. CRIMINAL WARNING****

False identification or failure to return Equipment may result in criminal prosecution.

****33. GPS TRACKING****

Both parties consent to the collection of GPS data generated by the Equipment.

****34. FORCE MAJEURE****

Neither party is liable for failure to comply with the Agreement due to circumstances beyond their control.

****35. GOVERNING LAW****

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any legal actions or proceedings arising out of this Agreement shall be brought exclusively in the courts of Colorado.

****36. CHANGES TO TERMS****

Centurion reserves the right to modify these terms, effective immediately upon posting on its website.