

**ALLTERRA CENTRAL, INC.**  
**MASTER EQUIPMENT RENTAL AGREEMENT**

This MASTER EQUIPMENT RENTAL AGREEMENT ("the Agreement") is entered into by and between AllTerra Central, Inc., a Texas corporation, referred to herein as Rentee, whose address is 116 E. Huntland Drive, Austin, Texas 78752 and \_\_\_\_\_, a \_\_\_\_\_, referred to herein as Renter, whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

WHEREAS, Renter wishes to rent certain equipment from Rentee;

WHEREAS, Rentee agrees to rent certain equipment to Renter, subject to the following terms, provisions, conditions, and covenants, for an initial term of \_\_\_\_\_ (\_\_\_\_) months/weeks/days, dating from \_\_\_\_\_, \_\_\_\_\_ ("the effective date") and continuing until such time as the Agreement is terminated by either party pursuant to the provisions set out herein.

**1. Description of Equipment Rented**

Rentee agrees to rent to Renter the equipment described in Exhibit "1," attached hereto and fully incorporated by reference herein. Rentee may agree to rent additional equipment to Renter subsequent to the execution of this Agreement. Rentee's agreement to rent additional equipment and Renter's agreement to the same shall be memorialized by attaching a new exhibit to this Agreement that identifies the additional equipment to be rented. Additional exhibits shall be fully incorporated herein. All exhibits attached to this Agreement shall be subject to and bound by the terms, provisions, conditions and covenants contained in this Agreement.

**2. Rental Fee Options**

Fees associated with the rental of equipment are set out in Exhibit "1," attached hereto. By executing this Agreement, Renter agrees to the rental fees associated with and described for each piece of equipment identified in Exhibit "1." Additional exhibits corresponding to subsequent rental of additional equipment shall be attached hereto and fully incorporated by reference herein.

The rental fee shall be paid by Renter to Rentee at Rentee's principal place of business on or before the 1st day of each month. Payment methods accepted are cash, check, wire transfer or credit cards (Visa, MasterCard & American Express).

A late fee of \$25.00 will be assessed for any invoice that is not paid within 10 days after the due date. This fee is not cumulative.

**3. Increased Taxes or Charges**

Should any tax or charge imposed by any governmental authority on this transaction, as above shown, increase during the term of this rental, Renter agrees to pay Rentee on demand the full

amount of any such increased taxes or charges.

#### **4. Title to Equipment**

Title to the equipment that is the subject matter of this rental shall be and remain in Rentee at all times during the term of this rental. Renter shall not remove from any equipment, or permit to be removed, any serial number, model, name, or other indicia showing ownership.

#### **5. Maintenance of Equipment**

Renter guarantees, at its own cost and expense, to keep the equipment in good working condition during the term of this rental, provided, however, that Renter shall at all times during the term of this rental exercise reasonable care in using such equipment, and shall make good to Rentee for any damage to such equipment caused by fire, theft, accident, neglect, or abuse, and at the end or other termination of this rental, Renter shall surrender the equipment to Rentee in as good order and condition as it is now, reasonable wear and tear resulting from the proper use of the equipment alone excepted.

#### **6. Rental Equipment Protection Options**

Renter shall have the option to purchase its own insurance for the protection of the rented equipment set out herein or to obtain a Loss Damage Waiver ("LDW") from Rentee as set out herein at paragraph 6. If Renter chooses to purchase an insurance policy as set out in section (A) herein, then Renter must provide Rentee with a copy of that policy within thirty (30) days of the effective date of this Agreement. ***If Rentee does not receive a copy of Renter's insurance policy within thirty (30) days of the effective date of this Agreement, then Renter is opting in to LDW pursuant to section (B) herein.*** By executing this Agreement, Renter acknowledges and agrees to these terms.

**(A) Private Insurance Provided by Renter.** Renter shall at all times during the term of this rental and at its expense, keep each piece of equipment insured to the amount of at least two (2) times the full value of each piece of equipment for such risks as Rentee shall require, with carriers acceptable to Rentee, for Rentee's benefit. Renter will deliver the policies of insurance to Rentee within thirty (30) days of executing this Agreement, and Rentee shall be entitled to receive all insurance proceeds collected under the policies.

**(B) LDW.** Renter shall purchase Loss Damage Waiver ("LDW") through AllTerra Central, Inc. for each rental item billed at nine (9) percent of the daily rental fee to cover replacement costs for theft or physical damage, with a deductible equal to fifteen (15) percent of the replacement cost of the rented equipment. LDW will be billed at a \$20.00 minimum per rental period. ***LDW is only available to rentals within the Continental United States.***

**(C) Special Provisions for Overseas Rentals.** Renters located outside of the Continental United States must supply a Certificate of Insurance issued by a United States insurance company naming Rentee as an additional insured and guaranteeing full replacement costs before any rental equipment leaves the Continental United States.

## **7. RTKNET Use and Access**

Access to The RTKNet Network ("Network") is available through Rentee to customers desiring Real-Time Network ("RTN") corrections. While the Network will use commercially reasonable efforts to maintain continuous RTN service, Renter acknowledges by executing this Agreement that interruptions in service may occur and data availability is not guaranteed. As a result, neither Rentee nor the Network shall be liable for the unavailability or accuracy of RTN data. Renter acknowledges by executing this Agreement that data obtained through the Network is used at Renter's own risk and discretion.

## **8. Indemnity**

Renter shall indemnify and defend Rentee against, and hold Rentee harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the rented equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of such equipment.

## **9. Assignment of Rental**

Without the previous written consent of Rentee, Renter shall not assign this rental or underlet the equipment rented to Renter; and Renter shall keep equipment free of all taxes, liens, and encumbrances.

## **10. Inspection by Rentee**

For the purpose of examining and inspecting the condition of equipment, Rentee may from time to time enter any premises in which the equipment may then be.

## **11. Renter's Right to Possession**

Renter shall have the right to retain possession of the rented equipment only so long as Renter shall not be in default under this Agreement. Punctuality in the payment of the rent shall be deemed to be the essence of this Agreement.

## **12. Personal Property**

The equipment rented under this Agreement is, and shall at all times remain, personal property, notwithstanding that it or any part of it may now be, or may in the future become, in any manner attached to, or embedded in, or permanently resting on, real property or any building on such real property, or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, or screws.

## **13. Default by Renter**

If Renter defaults in punctually paying any rent due as described above, or if any execution or

other writ or process shall be issued in any action or proceeding against the Renter, where the equipment may be seized or taken or distrained, or if Renter shall enter into any arrangement or composition with Renter's creditors, or if Renter should breach any other term, covenant, or condition of this Agreement, then and in any such event, Rentee shall have the right to retake immediate possession of the equipment and for such purpose Rentee may enter upon any premises where the equipment may be and with or without notice of its intention to retake the equipment, without being liable to any suit or action or proceeding by Renter.

In the event of default, Rentee shall be entitled to recover all monthly rents and reimbursements in arrears and/or due and owing at the time of default, together with interest at the highest legal rate allowed by law and all costs and expenses incurred by Rentee in enforcing its rights under this Agreement, including without limitation, attorneys' fees.

#### **14. Termination of Agreement**

Upon Rentee's retaking possession of the equipment, pursuant to the provisions of Paragraph 13 of this Agreement, this Agreement shall terminate without prejudice to any right or claim for arrears of rent, if any, or on account of any preceding breach or breaches of this Agreement.

#### **15. Effect of Waiver**

No delay or omission to exercise any right, power, or remedy accruing to Rentee on any breach or default by Renter under this Agreement shall impair any such right, power, or remedy of Rentee, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence in such breach or default, or of any similar breach or default occurring thereafter; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default. Any waiver, permit, consent, or approval of any kind or character on the part of Rentee of any breach or default under this Agreement, or any waiver on the part of Rentee of any term, provisions, condition, or covenant of this Agreement, must be in writing, and shall be effective only to the extent in such writing specifically set forth. All remedies, either under this Agreement or by law, or otherwise afforded to Rentee, shall be cumulative and not alternative.

#### **16. Attorneys' Fees**

In the event of any action filed in relation to this Agreement, Renter, in addition to all other sums that Renter might be called on to pay, will pay to Rentee a reasonable sum for Rentee's attorneys' fees.

#### **17. Applicable Law & Choice of Venue**

The substantive laws of the State of Texas (and not its conflicts of law principles) shall govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Renter agrees that any and all controversies or claims arising out of or related to this Agreement or will be submitted to and resolved by the judicial process/courts in Austin, Travis County, Texas.

## **18. Master Equipment Rental Agreement as Entire Agreement; Severability**

The parties may, from time to time, execute one or more addendum or exhibits to this Agreement. Such addendum/exhibits shall be deemed to be attached to and a part of this Agreement and incorporated by reference herein.

This Agreement and all attachments hereto embody the entire agreement between the parties.

It may not be modified or terminated except as provided in this Agreement or by other written agreement between the parties. If any provision in this Agreement is invalid, it shall be considered deleted from this Agreement, and shall not invalidate the remaining provisions of this Agreement.

## **19. Execution of Rental Agreement**

This Agreement is not binding until executed by a proper officer of Rentee and until the receipt and acceptance of the initial monthly rental fee provided for under this Agreement.

## **20. Effective Period of Rental Agreement**

This Agreement shall continue in full force and effect during the period set forth and for successive months until one of the parties to this Agreement notifies the other party in writing of its election to terminate this Agreement. Such notice shall be given at least thirty (30) days prior to the effective date of termination.

## **21. Manner of Giving Notice**

Any notice to be given under this Agreement shall be mailed to the party to be notified at the address set forth in this agreement, by registered or certified mail with postage prepaid, and shall be deemed given when so mailed.

## **22. Digital Signatures & Delivery of this Agreement**

The parties may execute this Agreement digitally or in hard copy. Digital signatures shall be accepted as original signatures by all of the parties to this Agreement. Delivery and acceptance of this Agreement may be made by regular mail, electronic mail or facsimile delivered electronically; any electronic delivery of this Agreement shall be considered to be an original and best evidence of the original.

## **23. Consent to Electronic Transaction**

The parties hereby agree to conduct this transaction by electronic means pursuant to the Uniform Electronic Transactions Act, Texas Business and Commerce Code Chapter 322.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date as set out above.

**RENTEE:**

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AllTerra Central, Inc.

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Print Name & Title

**RENTER:**

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Print Name & Title