



Loaner

Agreement # N/C

Lessor: Holtcat

Date Out: 4/2/18
Est. Date In:

Customer: Diamond Back Construction
Bill to: 1243735

Ship To: South side of Canton
East side of Raul Longoria
Edinburg, TX

Ordered By: Rudy Solis

Contact: Sam
Phone: 956-309-3656

Ship From: TFR
Freight on Board
F.O.B. Ship Pt: TFR
Ship Via: TFR

Written By: Yvette Gonzalez
Sales Rep: Rudy Solis
Sales Rep #: G-10454
Purchase Order: HC429345
Release #:

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
1	303 CR S/N HHM02245	Ø	Ø	Ø	Ø

Loaner

LOSS DAMAGE WAIVER: Customer Accepts initials Here + [REDACTED]
Customer Declines Initials Here _____

Statement of Total Charge (For Optional Loss Damage Waiver)

If the customer elects to purchase the Optional Loss Damage Waiver the total charged to the customer under this agreement shall be \$ _____

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:

HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT, AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS.

HOLT HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO

CONDITION COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (Whether Ordinary, Special, or Punitive) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR, OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS AND CONDITIONS SET FORTH ON THE REVERSE SIDE, ONLINE, OR ATTACHED HERE TO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SHORT TERM RENTAL AGREEMENT.

THIS AGREEMENT IS SUBJECT TO TERMS AND CONDITIONS ATTACHED

Date: 4/2/18
Yvette Gonzalez
By: Rudy Solis
Signature: [Signature]
Title: Sales Coordinator

Date: [Signature]
By: [Signature]
Signature: [Signature]
Title: [Signature]

RENTAL INSTALLMENTS

Rental Installment
LDW
Delivery Charge
Subtotal
Sales Tax
TERP Tax
Environmental Fees
Other Charges
TOTAL

Rental Start Date

ADDITIONAL RENTAL TERMS AND CONDITIONS

- 1 RENT AND OTHER PAYMENTS: Customer shall pay HOLT Texas, LTD. ("HOLT") each rental installment on or before each succeeding Payment Date, without demand, deduction or offset. "Customer" is identified on the front side hereof and includes any of its representatives, agents, officers, or employees and anyone signing this Contract on their behalf. If Customer defaults in the payment of any sum of money to be paid under this Agreement, Customer shall pay HOLT, as additional rent, interest on such unpaid sum from its due date to the date of payment at the Maximum Rate.
- 2 AGREEMENT: This Agreement becomes binding on HOLT only upon HOLT's execution of this Agreement. Customer shall inspect the Equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the Equipment in good and operating condition unless the Customer promptly notifies HOLT of any defects, in writing and via telephone. HOLT shall have the right, at its option, to either repair or replace the Equipment, or terminate this Agreement, in which event the Equipment shall be returned to HOLT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of HOLT.
- 3 TITLE: Title to the Equipment shall at all times remain in HOLT. Customer, at its expenses, shall protect and defend the title of HOLT and keep it free of all claims and liens. All replacements, repairs, improvements, alterations, substitutions and additions shall constitute accessions to the Equipment and title thereto shall vest in HOLT, at all times the Equipment will remain the personal property of HOLT.
- 4 LOCATION OF EQUIPMENT: Customer shall not remove the Equipment from the location set forth on the front page of this Agreement, without HOLT's written consent. Customer represents that the equipment will not be affixed to any real estate or other goods so as to become fixtures on such real estate or accessions to other goods.
- 5 USE: Customer agrees that HOLT has no control over the manner in which the equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (1) prior to each use, Customer has or will inspect the Equipment to confirm that it is in good working condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (2) any apparent agent at the location listed by Customer for delivery is authorized to accept delivery of the Equipment; (3) The Equipment will at all times be used and operated solely in the conduct of Customer's business and not for personal, family or household use, and in accordance with the operation, use and/or instructional materials supplied to Customer; (4) Customer will comply with all applicable laws, acts, rules, regulations and orders affecting the Equipment or use thereof and shall be responsible for obtaining all authorizations, licenses, and certifications to operate the Equipment, (5) the Equipment will be used solely for the purpose for which it was designed and intended, and will not be abused; and, (6) Customer will only allow skilled operators trained in use of the Equipment to operate the Equipment. Customer shall operate the Equipment with reasonable care and diligence and use reasonable precautions to prevent loss, damage, or injury; (7) Customer will notify HOLT as quickly as possible if owner/user's manual is not provided with machine. HOLT hereby disclaims any liability related to the use of the machine by Customer if Customer fails to notify HOLT that the owners'/users' manual was not provided prior to Customer's use of the machine.
- 6 REPAIRS AND MAINTENANCE: Except for repair costs covered by an express HOLT or manufacturer warranty, if any, Customer, at its expense shall (1) keep the Equipment in good working order, (2) pay all costs, expenses, fees and charges incurred in connection with the use or operation of the Equipment including, but not limited to maintenance, storage and servicing, and pay HOLT, upon demand, its regular charges for any parts or labor furnished in making any repairs. Customer's maintenance obligations shall include, but not be limited to, the performance of all daily maintenance recommended in applicable manufacturer operation, lubrication and/or maintenance guides ("Daily Maintenance"). In connection with the performance of Daily Maintenance, Customer shall (i) be responsible for all cleaning of the Equipment as required for maintenance, including but not limited to removal of brush or debris from undercarriage, belly pans, radiator and engine compartment; (ii) be responsible for notifying HOLT of any unusual noises or problems with respect to the Equipment; and (iii) be responsible for making the Equipment available for maintenance and inspection by HOLT.
- 7 Taxes: Customer shall pay all taxes, fees, assessments and other governmental charges of any kind or character on or relating to the Equipment.
- 8 LOSS AND DAMAGE: Customer assumes all risk of, and shall be solely responsible for, all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage was or was not the result of customer's negligence or lack of care, or could have been covered by insurance. The Agreement shall not terminate and there shall be no abatement, reduction, suspension or deferment of Rental Installments for any reason, including damage to or loss of the Equipment. Customer shall promptly give HOLT written and telephone notice of any loss or damage, describing in detail the cause and the extent of such loss or damage. Customer shall notify appropriate law enforcement authorities within two (2) hours of discovery of theft or vandalism, HOLT shall not be liable and Customer waives any claim it might have (i) for injury to Customer's business or any loss of income therefrom, (ii) for damage to the property of Customer, or (iii) for injury to the person of Customer or Customer's agents, representatives and employees or caused in any way by the Equipment. HOLT will not be responsible for sums spent by customer in an attempt to recover the rented machine. Customer should immediately contact HOLT and HOLT will attempt to recover the machine.
- 9 INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES AND HOLDS HOLT HARMLESS, AND AT HOLT'S REQUEST, DEFENDS HOLT (WITH COUNSEL APPROVED BY HOLT) ITS PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS FROM AND AGAINST ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.
- 10 Insurance: Customer agrees to provide HOLT with a certificate of insurance providing evidence of these coverages: Equipment Insurance with HOLT listed as Loss Payee, General Liability and Automobile Liability, each with limits of at least \$1,000,000 Per Occurrence, with HOLT as Additional Insured, and with Waivers of Subrogation in favor of HOLT, Workers Compensation including Employer's Liability with limits of at least \$1,000,000 and with Waiver of Subrogation in favor of HOLT.
- 11 LOSS DAMAGE WAIVER ("LDW"): If HOLT offers LDW and Customer purchases the LDW, then Customer will still be required to provide all other insurance coverages as listed above. HOLT agrees that Customer's financial responsibility shall be limited to \$10,000 for costs resulting from damage, loss or theft of the Equipment. The LDW shall not apply in the event of Theft unless the Customer reports the theft to appropriate law enforcement authorities within 2 hours of discovery and provides a copy of the police report to HOLT as soon as practicable. The LDW shall not apply with respect to: (i) overturn, rollover, or upset, (ii) undercarriage wear in excess of 5% per month, (iii) rubber tire wear in excess of 5% per month, or tire cuts and abrasions, or (iv) damage, loss or theft resulting from improper or unsafe operation, improper care, improper storage, damage intentionally caused by the Customer or Customer's employees, damage that results from the Customer's willful or wanton misconduct, or improper precautions to secure the Equipment. HOLT and Customer acknowledge that nothing in this Agreement is intended to be construed as creating an insurer/insured relationship between HOLT and Customer. HOLT shall be under no obligation to accept Customer's Certificate of insurance in lieu of the LDW if provided by the Customer after the first day or rental period, and even if accepted by HOLT, Customer shall not be entitled to any refund of LDW charges accrued prior thereto.