



RENTAL AGREEMENT

THIS AGREEMENT, made by and between SIDDONS-MARTIN EMERGENCY GROUP, LLC, its subsidiaries and affiliates (herein "SMEG") and the undersigned RENTER, as described in Attachment A, by its authorized representative (herein "Renter") upon the following terms and conditions.

1. **USE OF RENTED VEHICLE.** SMEG agrees to rent Renter the motor vehicle described on Attachment A (herein "Rented Vehicle") for Renter's use until the date upon which the Rented Vehicle is to be returned under this Agreement.
2. **RENTED VEHICLE INFORMATION.** The description and condition of the Rented Vehicle is set forth on Attachment A.
3. **RENTAL PERIOD.** This Agreement shall be effective on **November 11, 2024** and will continue for **(90) Days** (the "Rental Period"). The anticipated return date is **February 9, 2025** (the "Return Date").
4. **OWNERSHIP.** Renter acknowledges that the title of the Rented Vehicle shall at all times remain with SMEG. Renter may not assign, sell, transfer, sublet, pledge or otherwise encumber any interest in this Agreement or the Rented Vehicle.
5. **RENTER'S WARRANTIES AND AGREEMENTS.**
 - a. **Relationship.** Renter is not SMEG's agent, representative, employee, or contractor. The only relationship between the Renter and SMEG is that SMEG has furnished temporary use of the Rented Vehicle.
 - b. **Receipt of Rented Vehicle.** Renter acknowledges the Rented Vehicle is being provided in the condition described on Attachment A. The portion of Attachment A describing the condition of the Rented Vehicle will be completed upon delivery. Prior to accepting the Rented Vehicle, Renter shall inspect the Rented Vehicle and verify it is being provided in the condition described on Attachment A.
 - c. **Insurance.**
 - i. Renter has full force and effect, a policy of Commercial Automobile insurance, in the State of Texas, where they have Added the Rented Vehicle to their policy with **(A)** Liability coverage with a limit not less than \$1,000,000 Combined Single Limit, **(B)** collision insurance coverage for actual cash value and **(C)** other than collision insurance coverage for actual cash value and/or purchase coverage for hired and non-owned physical damage with adequate limits to cover the stated value of the Rented Vehicle defined in Section 5.v below, including a Liability limit of not less than \$1,000,000 Combined Single Limit. Renter is financially responsible for payment of all insurance deductibles.
 - ii. Renter's insurance will be the primary insurance covering the Rented Vehicle during the time that the Rented Vehicle is in Renter's possession until it is returned to SMEG, including, without limitation, damage to or loss of the Rented Vehicle, as well as property damage of and/or bodily injuries to Renter and/or any other persons.
 - iii. Renter designates and appoints SMEG as its agent and attorney-in-fact for the purpose of making any claim for loss and/or damage to the Rented Vehicle with the company providing insurance coverage covering Renter's own motor vehicles. Renter cannot and will not revoke this designation and appointment. An insurance certificate will be provided by the Renter naming SIDDONS-MARTIN EMERGENCY GROUP, LLC as additional insured with primary and non-contributory coverage, and waiver of subrogation, and identifying the Rented Vehicle as being covered under said policy.
 - iv. SMEG has not provided, and will not provide during the Rental Period of this Agreement, any insurance coverage covering the Rented Vehicle, or covering any bodily injuries, medical payment, or like insurance coverage to the Renter or to any other person, whether or not operating the Rented Vehicle with SMEG's knowledge and consent.
 - v. Renter acknowledges the full value of the Rented Vehicle is **\$250,000**.
 - d. **Indemnity.** In no event shall SMEG or Pierce Manufacturing, Inc. be liable for any incidental, special, or indirect or consequential damages, whether resulting from non-delivery or from the use, misuse or inability to use the Rented Vehicle. To the extent allowed by law, Renter agrees to indemnify, hold harmless and defend SMEG, its parents, officers, subsidiaries, agents, assignees, members, and employees against any damage, loss, theft or destruction of the Rented Vehicle, and against any and all losses, damages, injuries, claims, demands, reasonable and necessary costs, and reasonable and necessary expenses (including legal expenses) of every kind and nature, to the extent same arise directly from the use, possession or operation of the Rented Vehicle by Renter and/or its employees, agents, representatives, licensees, or any other party for which Renter is legally responsible during the Rental Period.
 - e. **Permitted Operation of Rented Vehicle.**
 - i. Renter will permit the Rented Vehicle to be operated only by a driver, holding a valid license for the operation of a motor vehicle of the type and class pertaining to the Rented Vehicle, which driver **(A)** is an employee or member of the Renter, **(B)** is not less than twenty-one (21) years of age, and **(C)** is a named insured under the policy of insurance insuring Renter's own motor vehicle(s) and **(D)** has been trained on the operation of and is qualified and certified to operate the vehicle of type and class pertaining to the Rented Vehicle.
 - ii. Renter will not allow the Rented Vehicle to be used for any unlawful or illegal purpose or use. If the Rented Vehicle is used for any purpose or use which is in violation of laws of the State of Texas, or the United States of America, and the vehicle is permanently or temporarily impounded by, confiscated by, or otherwise taken into the possession of, any public authority, Renter will pay SMEG, upon demand by SMEG, the full replacement cost of the Rented Vehicle.
 - iii. Renter will not operate the Rented Vehicle outside of any U.S. border.
 - iv. Renter will not operate the Rented Vehicle outside of the **State of Texas**, without the prior written consent from an authorized representative of SMEG.
 - v. The Rented Vehicle shall not be used by any person or entity, or in any manner or for any purpose that would cause any insurance herein specified to be suspended, canceled or rendered inapplicable.
 - vi. Renter is to keep Rented Vehicle covered each night for the duration of the Rental Period.
 - f. **Right to Inspect.**
 - i. SMEG may inquire at any time as to the location of the Rented Vehicle and may inspect the Rented Vehicle during normal business hours of Renter upon a 24-hour notice.
 - g. **Return of Rented Vehicle.**
 - i. Renter will return the Rented Vehicle to SMEG at the same address at which Renter received the Rented Vehicle not later than 5:00

- p.m. Central Standard time, on the Return Date.
- ii. Notwithstanding the above Agreement, SMEG may demand that Renter return the Rented Vehicle at any time. In the event SMEG demands the return of the Rented Vehicle, Renter will promptly return the Rented Vehicle to SMEG within the same calendar day. Renter agrees that the demand may be written or the demand may be oral, made in person or by telephone.
 - iii. If Renter fails to return the Rented Vehicle to SMEG upon the earlier (A) demand by SMEG to Renter to return the Rented Vehicle or (B) by 5:00 p.m., Central Standard time, on the Return Date, Renter agrees to pay SMEG, as liquidated damages and not as a penalty, an amount of money equal to \$500.00, plus applicable state and local taxes, for each calendar day or part thereof from and after the Return Date.
 - iv. Within thirty (30) days of being notified by SMEG, Renter will return the Rented Vehicle to SMEG in a clean condition with no damage. Renter will pay SMEG (A) actual cost to repair any damage to the Rented Vehicle which occurred while the Rented Vehicle was in Renter's possession or (B) the manufacturer's suggested retail price for the Rented Vehicle if the Rented Vehicle is damaged to the extent that it is considered to be a "total loss" under the usual standards used in the insurance industry, **regardless of whether or not Renter or the driver of the Rented Vehicle are at fault.** Renter will pay SMEG (A) a reasonable charge for excessive wear and tear to the Rented Vehicle and (B) actual cost by SMEG to clean and detail any Rented Vehicle returned in an unclean condition.
 - v. Renter will return the Rented Vehicle with no less fuel than was contained in the fuel tank of the Rented Vehicle when SMEG delivered it to Renter. If Renter has not refueled the Rented Vehicle in accordance with this Agreement, Renter will pay SMEG, **on demand**, the cost of refueling the Rented Vehicle, including the cost of fuel and the services of SMEG's employee.
- h. **Fuel and Replaceable Parts.** Renter will furnish, at Renter's own expense, all fuel, lubricants, and wearable parts used in the Rented Vehicle while in Renter's possession. Products or parts which are not defective, but which may wear out and have to be replaced during the Rental Period including, but not limited to, tires, fluids, gaskets, and light bulbs are to be maintained or replaced with the same brand and model specific item, by an authorized dealer, at the Renter's expense.
 - i. **Warranty Repairs.** Renter will notify SMEG immediately upon discovery of any defective part. All defective parts are to be repaired and/or replaced by SMEG. Defective parts are repaired/replaced at no charge to the Renter. SMEG assumes no responsibility for the assembly of its parts or sub-assembly into finished products unless the assembly is performed by SMEG or a Pierce Authorized service facility.
 - j. **Hours of Service:** Renter shall record hours Rented Vehicle is operated by Renter throughout the duration of the Rental Period. Hours of Service must be notated on Attachment B and must be provided to SMEG upon request during the Rental Period and upon return of the Rented Vehicle.
 - k. **Preventative Maintenance.** Rented Vehicle is rented in fully serviced condition. Renter will have unit serviced by SMEG to perform preventative maintenance, as prescribed by the manufacturer, every 90 days. Renter will provide all scheduled maintenance, including an air filter change every 250 hours and oil change every 500 hours, routine daily checks and adjustments and maintaining oil levels. All charges including, but not limited to, labor, fluids, gaskets, filters, etc. are the obligation and responsibility of the Renter.
 - l. **Prompt Notice.** Renter will notify SMEG, immediately, but in no event later than 24 hours, upon the occurrence of any accident or damage involving the Rented Vehicle, and shall provide SMEG with copies of all reports, charges or citations prepared or filed by Renter, its insurer, or any governmental authority. SMEG shall notify Renter promptly, in writing of any matter for which SMEG claims Renter is liable. Renter shall notify SMEG promptly, but in no event later than 24 hours, in writing of any failure of the Rented Vehicle to operate according to specifications and of any incident that results in damage to the Rented Vehicle or for which Renter claims SMEG is liable. Renter shall also advise SMEG promptly, but in no event later than 24 hours, of any claim or demand involving the Rented Vehicle or SMEG. Renter shall give SMEG immediate, but in no event later than 24 hours, notice of any levy attempted upon the Rented Vehicle by any third party.
6. **PAYMENT.** Renter agrees to promptly pay SMEG for all charges relating to this Agreement: **\$395.00/day**
SMEG will invoice Renter on a monthly basis at the rental rate set forth above. Unless Renter provides SMEG with a tax exemption certificate, Renter will be responsible for any taxes associated with the rental. Renter agrees to pay SMEG within thirty (30) days of the invoiced date. SMEG shall be entitled, at its option, to suspend Renter's use of Rented Vehicle or terminate this Agreement if Renter fails to pay any amounts when due.
7. **ENTIRE AGREEMENT.** This Agreement, together with any and all related exhibits, constitutes the sole and entire Agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
8. **MODIFICATION OR AMENDMENT.** This Agreement may not be modified or amended except by written agreement signed by authorized representatives of SMEG and Renter.
9. **CONTROLLING LAW.** The parties intend this Agreement to be executed in and interpreted, construed and enforced in accordance with the laws of the State of Texas.
10. **WAIVER.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Renter Representative's Signature

Date Signed

Siddons-Martin Emergency Group, LLC

Date Signed

Printed Name

Printed Name

Title

Title

ATTACHMENT A – RENTAL AGREEMENT

RENTER AND INSURANCE INFORMATION

Renter's Name

Renter's Telephone Number

Renter's Address

Renter's Driver's Name

Driver's License Number, State, and Expiration Date

Renter's Insurance Company

Insurance Policy Number

Policy Expiration Date

Agent's Name

Agent's Telephone Number

Vehicle Information

2003
Year

Ferrara
Make

Ladder
Model

1F94775303H140194
VIN

CONDITION/DAMAGE

CONDITION OF VEHICLE AT TIME OF RENTAL	CONDITION OF VEHICLE AT TIME OF RETURN

E ¼ ½ ¾ F
Fuel Out

Mileage Out

E ¼ ½ ¾ F
Fuel In

Mileage In

Pick Up/Delivery:

Date: _____, 20__

Time: _____ am/pm

Return:

Date: _____, 20__

Time: _____ am/pm

SMEG Initials

Renter Initials

SMEG Initials

Renter Initials

Hours of Service Log

[illegible]

Please attach additional sheets if needed.