



Mammoth Rental and Supply, LLC

611 S. Main St. Grapevine, TX 75601

817-527-7230

Sales@Mammoth-us.com

Master Rental Agreement

All of our equipment is inspected and videotaped before leaving our yard. We ask that you also inspect the equipment upon delivery. If you find any maintenance or damaged items, please notify us within 24 hours so we can address your concerns immediately.

Below you will find a list of customer responsibilities, a list of major repairs that will require immediate notification, and a list of minor repairs that require customer participation.

Customer Responsibilities – Routine Maintenance

- Read and understand the Operation and Maintenance manual located in the cab of the machine.
- Provide the serial number of the machine needing repair beyond routine maintenance to Field Service.
- Perform scheduled Routine Maintenance as detailed in following list:
 - a) Change filters as needed during rental. This includes fuel filters, hydraulic filters, transmission filters, air filters, etc.
 - b) Drain water nightly from systems that require draining.
 - c) Ground Engaging Tools - cutting edges, bucket teeth, cleaner bars, etc. All ground engaging tools must be adjusted to OEM specifications.
 - d) Inspect and adjust belts when needed.
 - e) A/C & Heater - change cab filters; clean out evaporators, condensers, and coolers.
 - f) Replace or tighten any loose or missing nuts or bolts.
 - g) Maintain tire pressure per tire manufacturer's specs.
 - h) Maintain the correct track adjustment.
 - i) Perform brake and clutch adjustments as required.
- If equipment is run in any abnormal condition there will be extra maintenance required - cleaning belly pans, cleaning undercarriage, cleaning the entire machine, replacement of GET, cutting edges, cleaner bars, etc.
- Any repairs or maintenance made to equipment must meet OEM specifications and Mammoth Rental and Supply must be notified of repair. For example: safety glass, bolt grade, steel hardness, filter quality, oil grade, etc.
- Equipment must be ready for return shipment; excessive dirt/mud must be removed and may be billable if not cleaned.

Customer Responsibilities - Preventative Maintenance/ Minor Repairs

- Hose replacement--water, hydraulic, transmission, fuel, air, etc.
- Repair minor leaks - replace O-rings and gaskets.
- Replace starters and alternators.
- Jump start or replace batteries if needed.
- Minor replacements of brake parts - brake cans, brake valves, air lines, etc.
- Minor repairs to cooling system - adjust belts, clean out radiators, check coolant level, clean belly pans, condition of coolant, etc.
- Minor replacement of parts on water equipment - change or repair spray valves, water pump, air lines.
- Minor repairs to the undercarriage - change rollers, check and repair any missing or loose bolts.
- Normal maintenance on safety equipment - lights, seat belts, seats, backup alarms, horns, etc.
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We take pride in the quality of our machines and machine records. It is the customer's responsibility to service



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equipment every 250 hours and to take oil samples. We are happy to provide you with oil sample kits upon request. If you are not capable or unqualified to perform routine/preventative maintenance and unable to provide Mammoth Rental and Supply oil samples, then you will be charged a minimum \$55 per hour fee for a Mammoth mechanic to perform these maintenance duties. Travel time of \$140.00/hour is applied to service calls for machines 75 miles or more from our shop.

Major Repairs to be performed by Mammoth Rental and Supply

<ul style="list-style-type: none">• Engine	<ul style="list-style-type: none">• Hydraulic cylinders
<ul style="list-style-type: none">• Transmission	<ul style="list-style-type: none">• Tires
<ul style="list-style-type: none">• Torque converter	<ul style="list-style-type: none">• Undercarriage
<ul style="list-style-type: none">• Differential	<ul style="list-style-type: none">• Gear boxes- final drives, speed reducers, swing drives, etc.
<ul style="list-style-type: none">• Hydraulic pump	<ul style="list-style-type: none">• Fuel systems

Mammoth Rental and Supply Extreme Condition Clause

Extreme conditions include, but are not limited to the following:

- a) Conditional operation in adverse grade situations, defined as over 6% grade for over 20% of the operational envelope of the jobsite.
- b) Unusually abrasive material that will cause accelerated wear on any and all ground engaging surfaces, tires or undercarriage of the rental machines. These items will be evaluated prior to and at completion of rental. Such material includes, but is not limited to: Silica, Granite, Taconite, Bentonite, mine tailings and other material with a high value in the California abrasion test.
- c) Unusually corrosive working environments that exposes the rental equipment to airborne or liquid toxics that can damage wiring, metal surfaces and other parts of the rental machine.
- d) All machines used in the construction of "Slurry Walls" will require the customer to pull a hydraulic oil sample every 100 hours without exception. High spikes in Silicon will require an immediate hydraulic system flush at the customer's expense. Mammoth Rental and Supply will pull a baseline sample before mobilization. Furthermore, Mammoth Rental and Supply will charge customer for the rebuild of the bucket cylinder on excavators and lift cylinders on track type tractors at the end of the project.
- e) Extreme temperatures - in excess of 100 degrees or under 10 degrees Fahrenheit during normal operating hours.
- f) Use of the machine to move and/or push boulders or rocks that comprise more than 25% of the jobsite material handled by a specific rental machine that weighs in excess of 20% of the manufacturers stated operating weight.

Any or all of these conditions are deemed by Mammoth Rental and Supply to be extreme. The customer is responsible for any excessive wear and/or damages caused by operating in these conditions.

DATES AND RATES: Customer agrees to pay Rental Fees calculated according to the Rental Rate for each machine (collectively, the "Equipment") for the entire Minimum Term, and for so



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long thereafter as Customer retains possession or control of the Equipment. Rental Rates are based on the Allowed Equipment Hours (or Miles) shown, and all excess machine-hours (or mileage) will be subject to an additional per-machine-hour (or per-mile) charge at the Overage Rate. Rental Fees are due and payable monthly. Customer agrees to pay interest at the rate of one and half percent (1.5%) per month (18% per year simple interest) on the amount of Customer's outstanding balance that remains unpaid thirty days after the due date. The Rental Period shall start on the date the equipment leaves Mammoth's yard and shall continue throughout the Minimum Term and thereafter until the date the equipment arrives back at Mammoth's yard. It is the customer's responsibility to notify Mammoth by e-mail to the rental coordinator when a machine is no longer on rent. If Mammoth is not notified, the machine is considered to be on rent until it returns to the Mammoth yard.

TRANSPORTATION: Mammoth, on Customer's behalf, shall arrange for all loading, unloading, mobilizing, transporting, demobilizing, installing, dismantling and re-assembling required to get the Equipment to Customer's Job Location and back to Mammoth after the expiration or termination of this Agreement. Customer agrees to pay all costs arising from these arrangements, including but not limited to all demurrage accruing at Customer's shipping or receiving point, and all freight and switching charges. Customer agrees to provide shipping instructions and directions, and to coordinate with Mammoth to effect prompt and efficient transfer of the Equipment.

TAXES: Customer is responsible for any State, Federal, Local or SMM tax assessments

CUSTOMER APPROVAL AND ACKNOWLEDGEMENT: The Rental Order Acknowledgement on page 1 with the stated equipment and terms of rental are considered acknowledged and approved by Customer upon execution of the acknowledgement by Mammoth and notification to Customer. All terms of the acknowledgement and the associated Master Equipment Rental Agreement are fully enforceable unless notified to the contrary by the Customer. In no case shall any notification be acceptable after the equipment and attachments have been shipped to Customer per acknowledgment. Therefore, any notification received by Mammoth from the Customer after shipment shall be null and void.

IN WITNESS WHEREOF, and intending hereby to bind themselves, their successors-in-interest, heirs, executors, assignees and administrators, the Customer and Mammoth have executed this Agreement on the date(s) shown below.

Company Name

MAMMOTH RENTAL AND SUPPLY, LLC.

PRINT NAME

PRINT NAME

SIGNATURE
[CUSTOMER'S AUTHORIZED REPRESENTATIVE]

SIGNATURE
[MAMMOTH'S AUTHORIZED REPRESENTATIVE]

DATE

DATE