

# Central Truck Leasing, LLC

## Rental Agreement Terms and Conditions

**Central Truck Leasing, LLC (“Lessor”) and the customer identified on the rental agreement form (“Renter”), hereby agree as follows:**

1. Lessor hereby leases to Renter the motor vehicle and related equipment described on the rental agreement form (the “Vehicle”), pursuant to the terms set forth herein and the terms set forth in the rental agreement form, (collectively, the “Agreement”).
2. The Agreement shall become effective upon execution of the Agreement by Renter or taking of possession of the Vehicle by Renter, whichever occurs first, and shall terminate when Renter has performed all obligations under the Agreement, including without limitation, paying of all amounts due and returning the Vehicle to Lessor. All indemnifications, representations, and warranties by Renter shall survive the termination of this Agreement.
3. Renter represents, warrants, and agrees as follows regarding operation and use of the Vehicle:
  - A. Renter acknowledges and agrees that the Vehicle is the property of the Lessor.
  - B. Renter acknowledges and agrees that Renter or its designee has inspected the Vehicle in the presence of the Lessor and that the Vehicle is received by Renter in good condition, mechanically and otherwise. Renter further acknowledges and agrees that Renter has selected the Vehicle, which is in all respects suitable for Renter’s purposes, and that Renter’s selection of the Vehicle was not made based on any representation or statement by Lessor or its agents.
  - C. Renter acknowledges and agrees that the Vehicle will at all times be operated under Renter’s exclusive dominion and control and only in connection with present business of Renter.
  - D. Renter acknowledges and agrees that any subletting or reletting of the Vehicle or other equipment is prohibited and void.
  - E. Renter represents, warrants, and agrees that the Vehicle will not be operated or used:
    - (1) In violation of any law, ordinance, rule or regulation of any government agency or body by any person who is not duly licensed or qualified;
    - (2) In excess of applicable speed limits; in a reckless or abusive manner, or in races or speed contests;
    - (3) To transport a weight which is either in excess of the maximum pay load specified or improperly loaded or secured;
    - (4) To transport hazardous materials as defined by Department of Transportation Standards.
  - F. In relation to any driver of the Vehicle designated by Renter, Renter represents, warrants, and agrees that the Vehicle will not be operated or used:
    - (1) By any person except Renter, its employees, and contractors;

- (2) By any driver who is not fully-qualified and licensed to operate the Vehicle, or who has not received all applicable safety training relative to operation of the Vehicle, or who has given a fictitious name or address;
  - (3) By any person under the influence of intoxicants or drugs, or suffering from any incapacity affecting the ability to drive;
  - (4) Outside the scope of a driver's employment by Renter.
- G. Renter acknowledges and agrees that Renter and any driver of the Vehicle designated by Renter shall in no event be or be deemed the agent of Lessor for any purpose. Renter agrees to notify Lessor of any change of driver.
  - H. Renter acknowledges and agrees that no repairs, adjustments, or replacement of any parts relating to the Vehicle will be made without Lessor's written authorization.
  - I. Renter acknowledges and agrees that Renter shall pay any special license or tax required by the business of Renter including without limitation such licenses, taxes, tolls or violations as are imposed against Renter from or arising out of the operations of the Vehicle, and Renter further agrees to file or assist Lessor in filing any and all returns or reports or driver logs required by any agency or governmental body as a result of the use or operation of the Vehicle.
  - J. Renter acknowledges and agrees that Renter is responsible for obtaining any additional Fuel Permits ordered during the term of this Agreement.
4. Renter agrees to turn in to Lessor a completed Driver Trip Record and fuel receipts at the end of each trip which Lessor can file necessary licensing and fuel tax reports. Renter further acknowledges and agrees that all trip records, original fuel receipts, and other records or documents relating to the use of the Vehicles become property of Lessor. If Renter fails to provide all trip records, original fuel receipts, and other records or documents relating to the use of the Vehicle on a regular weekly basis, or at the end of the rental period, whichever comes first, Renter will be held responsible for any fines or cost resulting from Renter's failure to provide Lessor with proper trip records, original fuel receipts, and other records or documents relating to the use of the Vehicle. In addition, a fee of twenty-five cents (.25) per mile will be assessed for all trip records not provided to Lessor.
5. Return of the Vehicle.
- A. Renter is responsible for fueling the Vehicle prior to returning same to Lessor. Renter will be charged Lessor's fuel costs if the Vehicle is not fully-fueled at the time it is returned.
  - B. Renter agrees to return the Vehicle to Lessor's garage from which the Vehicle was delivered to Renter unless a different place of return is specifically designated on the rental agreement form, or Lessor and Renter mutually agree to a different place of return. Renter shall return the Vehicle at the time designated provided, however that if Lessor makes written demand sent by prepaid registered mail to Renter's address shown on the rental agreement form, Renter shall return the Vehicle at the earlier time specified in that demand. If no time is designated on the rental agreement form for the return of the Vehicle, Renter agrees to return the Vehicle no later than seven (7) days after Vehicle is delivered to Renter (namely, the date

stated in the "Time Out" section of the rental agreement form) unless Lessor and Renter mutually agree to another date for return of Vehicle.

- C. In the event Renter fails to return the Vehicle at the place and time specified in this Agreement, such failure shall constitute an unauthorized taking, use and operation of the Vehicle, and the Lessor may thereafter consider such Vehicle stolen and may take steps which Lessor shall deem reasonable and necessary to recover the Vehicle.
- D. Lessor reserves the right to inspect the Vehicle at any time during the term of this Agreement wherever the Vehicle may be located. In the event of a violation or default by Renter with respect to any of the terms of this contract Lessor may take possession of the Vehicle wherever it may be located and terminate this Agreement.

6. Payment Terms; Collections.

- A. Lessor may invoice Renter on a calendar monthly basis or a weekly basis, as determined by Lessor in its sole and exclusive discretion.
- B. Renter agrees to pay Lessor on demand:
  - (1) Mileage charge computed at the rates specified on the rental agreement form for the mileage covered by the Vehicle during the period until the Vehicle is returned to Owner. If the rental period designated on the rental agreement form is extended, Renter agrees, upon receipt of notice, to pay Lessor mileage, service and time charges computed at new rates announced by Lessor from time to time.
  - (2) Service and time charges computed at the rates specified on the rental agreement form for the period until the Vehicle is returned to Lessor.
  - (3) Lessor's cost relating to any fuel used by Renter.
  - (4) Any other amounts or charges due hereunder.
  - (5) All costs of collection including reasonable attorneys' fees incurred in connection with the collection of any amounts payable by Renter to Lessor under any of the provisions of this Agreement, through an attorney or collection agency, whether collected by suit or otherwise.
  - (6) Renter agrees to pay the greater of 1.5% per month or the maximum rate allowable under state law as late charge(s) on all past due balances.
- D. Lessor shall have a lien on Renter's property which is in the Vehicle for all charges and expenses incurred by Lessor under this Agreement, including those caused by damage to or destruction of the Vehicle. Renter shall furnish Lessor upon demand with a certified statement describing the property and setting forth its actual cash value. In the event of Renter's failure to pay all rental and other charges hereunder when due, Lessor shall have the right to sell, as agent for Renter, at public or private sale, with or without notice to Renter, any property of Renter which is in the Vehicle and in the possession of Lessor in satisfaction of all such charges.

7. Accidents; Insurance.

- A. Renter agrees to report/notify any accident, loss or damage to the Vehicle to Lessor immediately and in writing within 24 hours after such accident, loss or damage at the location wherein the Vehicle was first delivered to Renter, and agrees to immediately deliver to Lessor at that location or to the insurer every process, pleading or paper of any kind relating to any claim, demand, suit or proceeding received by Renter or the driver. Said policy further requires that Renter and driver shall refrain from aiding or abetting in the assertion of any claim, and shall cooperate with Lessor and the insurer in the investigation and defense of any claim or suit.
  - B. **The Renter agrees to procure and maintain insurance in relation to the Vehicle.** Renter agrees to provide standard automobile liability insurance acceptable to Lessor, evidenced by the Certificate of Insurance to be furnished to Lessor prior to delivery, with Lessor named as an additional insured, against all risk of loss or damage to persons or property. Such Certificate of Insurance shall include therein the agreement of the insurance company not to cancel the insurance coverage except upon not less than 30 days written notice to the Lessor. The liability insurance to be furnished in the applicable insurance policy to be furnished by Renter shall not be less than \$1,000,000 combined single limit automobile liability coverage for both bodily injury and property damage. Renter further agrees to indemnify and hold Lessor harmless from any and all claims for injury to persons or damage to property and from any and all expenses incurred in the defense of any such claims. If Renter is obligated to procure and maintain insurance and fails to do so, or fails to furnish Lessor the required certificate of insurance, Lessor is authorized but not obligated to procure such insurance, without prejudice to any other remedy Lessor may have, and Renter shall pay Lessor, as additional rental, the amount of the insurance charges paid by Lessor.
  - C. In the event that Lessor, notwithstanding any of the other applicable provisions of this agreement shall be required by statute, ordinance or other regulation, to extend insurance coverage to Renter, such insurance coverage shall be limited to the statutory financial responsibility minimum and shall be excess insurance.
8. Indemnification. Renter agrees to pay, indemnify, and hold harmless Lessor from and against, and to release Lessor with respect to:
- A. Any claim or cause of action or death or injury to persons or loss or damage to property in excess of the limits of liability insurance provided for herein, arising out of or caused by the use of the Vehicle rented hereunder, and any such claims or causes of action which Lessor would not otherwise pursuant to the terms hereof, be required to pay.
  - B. Any claim of cause of action or death to persons or loss or damage to property, whether or not covered by insurance, arising out of or caused by the use of Renter's equipment with the Vehicle.
  - C. Any and all losses, damages, costs, and expenses incurred by the Lessor or its insurance company because of injury or damage sustained by any occupant, either authorized or unauthorized, of the Vehicle, including without limitation Renter, Renter's employees, agents, and representatives, and loss or damage to any cargo

or other property in or carried by any vehicle, including consequential damages, and for any loss or damage to any other property of Renter, its agents or employees, left in or on a Vehicle at any time or place.

- D. All loss, damage, cost and expense resulting from Renter's violation of any terms of this Agreement or breach of Renter's warranties as expressed herein.
- E. All loss or damage to the Vehicle during the rental period, provided, however:
  - (1) If Lessor shall offer and Renter shall accept partial collision coverage and initial the appropriate box therefore, Renter's liability shall be \$2,500, unless another amount is stated on page one, for each truck, tractor, and trailer rented hereunder, excepting paragraph H of this Section.
  - (2) If neither full nor partial collision coverage is applicable, Renter shall pay all such loss or damage to the Vehicle. Notwithstanding any of the foregoing, Renter shall be liable for all damage to the Vehicle if the Vehicle is used, operated, or driven in violation of the provisions of this Agreement, or if the loss or damage results from collision with the structure of any underpass or other object because of insufficient clearance whether of height or width.
- F. The value of all tires, tools and accessories lost or stolen from the Vehicle and a charge for each credit card not returned to Lessor upon return of the Vehicle.
- G. All cost of repossessing the Vehicle, including but not restricted to attorneys' fees and court costs incurred in connection therewith.
- H. The fixed portion of the rental charge for and as long as the Vehicle is out of service due to accident or misuse of Vehicle, in addition to all other costs and expenses due under this Agreement.
- I. All damages resulting from loading the Vehicle beyond the payload limits or improper loading of the Vehicle.
- J. All damages to the Vehicle resulting from the operation of Vehicle off a public road, including wrecker charges to extricate Vehicle.
- K. Any fines or penalties including forfeiture of seizure resulting from use of the Vehicle.
- L. All claims for damages which Renter or any other party may sustain as a result of any actions taken by Lessor to exercise its rights under this Agreement, and the cost and expense incurred by Lessor in recovering the Vehicle.
- M. All damages resulting from usage with Renter's equipment.
- N. Renter is responsible for all amounts owed for the encumbered value of the Vehicle or actual cash value in excess of any applicable insurance coverage.

9. Miscellaneous.

- A. The provisions contained in this Agreement apply equally to any substituted Vehicle.
- B. Renter acknowledges and agrees that Renter has had an adequate opportunity to review and propose revisions to this Agreement, and this Agreement shall not be construed against or in favor of Lessor or Renter.
- C. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.

- D. No waiver or modification of any of provision in this Agreement will be effective against Lessor unless in writing signed by a corporate officer or authorized manager of Lessor. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Agreement.
  - E. To the extent any provision of this Agreement contravenes the law of any jurisdiction, such provisions shall be inapplicable in such jurisdiction. If any provision in this Agreement is determined to be invalid or unenforceable as a matter of law, such term or condition will be limited only to the extent necessary to make it valid or enforceable, and all other terms and conditions will remain in full force and effect.
  - F. The Agreement is deemed to have been entered into in Illinois, and will be governed by the laws of the state of Illinois, without giving effect to the choice of laws provisions thereof. Any and all litigation under or with respect to the Order or these Terms and Conditions must exclusively be filed in the Illinois State Court located in McLean County, Illinois, or the Federal District Court for the Central District of Illinois located in Peoria County, Illinois.
  - G. Lessor's remedies expressly provided for in these Terms and Conditions will be in addition to any other remedies that Lessor may have under applicable law.
  - H. These terms and conditions are for the exclusive benefit of Lessor and Renter and no other person will have rights hereunder.
10. **Terms applicable in Florida ONLY.** FLORIDA regulations require that Renter acknowledge and agree that Lessor may file consolidated fuel tax returns on behalf of its customers which may include the operations of Vehicles rented to Renter under a rental agreement which may, from time to time, travel into and through the state of FLORIDA and that Lessor will be responsible for the fuel tax on the gallons of fuel consumed over FLORIDA highways by vehicles rented to Renter under a rental agreement, and for registering with the FLORIDA Department of Highway Safety and Motor vehicles, securing FLORIDA fuel tax identification devices/decals, reporting fuel used, reporting miles traveled, and remitting the total tax accrued to the FLORIDA Department of Highway Safety and Motor Vehicles, subject to the provision of this Section, and that Lessor may receive fuel use tax refunds as a result of fuel tax overpayments in the State of FLORIDA.
11. **Terms applicable in California ONLY.** Renter understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 95311, Title 17, California Code of Regulations, and that it is the responsibility of Renter to ensure the tractor and trailer are compliant. The regulations may require the tractor and trailer to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies compliant prior to current or future use in California, or may entirely prohibit use of the tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay tractor. Renter is solely responsible for compliance with all laws and regulations if operating within California. Renter acknowledges that vehicles rented outside of the state of California may not be compliant with all California Air Resources Board (CARB) requirements.

12. Amendment. Central Truck Leasing, LLC may unilaterally amend the above terms and conditions at any time by posting revised terms and conditions on Lessor's website. Unless otherwise restricted by applicable law, the effective date of such amended terms and conditions shall be fifteen (15) days after the date such amended terms and conditions are posted.

Effective May 20, 2019

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