RESERVATION AND

RESERVATION AND
RENTAL CONTRACT \*\* COPY \*\* Hercretals

R.A. No.

SALES COORDINATOR:

55887587

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BRANCH: <b>158</b>	BILL TO CUSTOMER: 3094473	SHIPPING ADDRESS			
HERC WASHINGTON DC - PROTRUCK 5513 WELLINGTON ROAD GAINESVILLE, VA 20155 703-753-9494	CITY OF HYATTSVILLE DEPT OF PU 4637 ARUNDEL PLACE HYATTSVILLE, MD 20781	CITY OF HYATTSVILLE DEPT OF 4637 ARUNDEL PL HYATTSVILLE, MD 20781			
		240-832-7560			
DESCRIPTION/CHARGES					
<b>EST START:</b> 11/15/24 9:00	<b>EST RETURN:</b> 3/15/25 8:00	DROP DATE:			
SHIPPED BY: 19 ORDER DATE: 4/18/24	ORDERED BY: CARR, LAURA SALESPERSON: 119	DROP TIME: SALES COORDINATOR:			

RENTAL TAX CLAIM: MUNICIPAL/CITY PO# / JOB#: SNOW

NOTICE: THIS RENTAL AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, A RENTAL PROTECTION PLAN ("RPP") TO COVER YOUR RESPONSIBILITY FOR ACCIDENTAL DAMAGE TO THE EQUIPMENT OR VEHICLE. DETAILS OF RPP ARE ON OUR WEBSITE AT https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html. BEFORE DECIDING WHETHER TO PURCHASE RPP, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE EQUIPMENT OR VEHICLE. YOU WILL BE CHARGED RPP UNTIL YOU PROVIDE A CERTIFICATE OF INSURANCE IN ACCORDANCE WITH SECTION 8 OF THIS RENTAL AGREEMENT.

TAX DOCUMENT #: 30042114

Qty	Equipment #	quipment	Hrs	/ Min	Hour	Day	Week	Month	Amount
2	TRUCK DUMP 5-6 YD GAS NON CDL 6596160		8/	414.00	69.00	414.00	1131.00	2712.00 2	1696.00
	MIL CHG:.25								
2	TRUCK SNOW PLOW 10 FT	UCK SNOW	8/	126.00	21.00	126.00	364.00	1111.00	8888.00
	6598130	98130							
	MIL CHG:.25								
2	TRUCK SPREADER HOPPER 9 FT	UCK SPREA	8/	116.00	19.33	116.00	355.00	1070.00	8560.00
	6598020	98020							
	MIL CHG:.25								

\* \* \* Items are priced per piece \* \* \*

CONTINUED

## CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP 

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vii) cleaning charge for Equipment returned with excessive dirt, concrete and/or pairt; (viii) fees to keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (vi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT. INCIDENTAL. CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

ustomer Name Title	Terms are due upon receipt	Not valid without Barcode
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Customer Signature



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R.A. No. 55887587

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BRANCH: <b>158</b>	BILL TO CUSTOMER: 3094473	SHIPPING ADDRESS			
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DESCRIPTION/CHARGES					

DROP DATE: **EST START:** 11/15/24 9:00 **EST RETURN:** 3/15/25 8:00 SHIPPED BY: ORDERED BY: CARR, LAURA 19 DROP TIME: ORDER DATE: 4/18/24 SALESPERSON: 119 SALES COORDINATOR: RENTAL TAX CLAIM: MUNICIPAL/CITY TAX DOCUMENT #: 30042114

SNOW / CITY PO# / JOB#:

Qty Equipment # Hrs/ Min Hour Day Week Month Amount

DELIVERY CHARGE 295.00

PICKUP CHARGE 295.00

> Sub-total: 39734.00

Taxable Sub-total: 0.00

> Total: 39734.00

TRANSPORTATION-DRIVER WAIT TIME is charged if a driver spends more than 20 minutes waiting to unload/load Equipment after scheduled delivery/pickup time. Wait time is \$20 for each 20-minute period thereafter. Customer is responsible for daily maintenance, fuel, damages, and cleaning fees if Equipment is not cleaned before return. TO END RENTAL CHARGES, Customer must call the branch to get a release #.

## CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Here Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer or octation expenses or damage to such Equipment for such loss or damage and Equipment for Such loss or damage for Property Insurance For Such Equipment for Such Equip

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vii) cleaning charge for Equipment returned with excessive dirt, concrete and/or pairt; (viii) fees to keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (vi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

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Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Terms are due upon receipt	Not valid without Barcode
	Terms are due upon receipt



## RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front ("Customer") and Herc.

- 1. NATURE OF THIS AGREEMENT. This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.
- approval. Customer will not suiter any liters of encumbrances to attach to the Equipment and will delivent, indefinity, and not on Heric natifies from an ioss, itability, and expense by reason treatments.

  2. WHO MAY OPERATE THE EQUIPMENT. Only Customer and the following persons with Customer's express permission, subject to the requirements of this Section. ("Authorized Operators" may operate the Equipment in the course and soope of such employee's regular employment, and persons approved by Herc in writing. Customer and all Authorized Operators must: only use the Equipment in the course and scope of Customer's employer's employee's operations, hold a valid driver's license to operate the operate and the operation of the customer is solely responsible for determining that the Authorized Operators have the requirements of this Section and for the acts and omissions of any person that operators, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.
- 3. RENTAL FEES AND OTHER CHARGES. Customer will pay Herc on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred and containing the containing reasonable attorney's fees and costs incurred in collecting same, all in accordance with this Agreement. A detailed description of all fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <a href="https://www.hercrentals.com/services-associated-charges.html">https://www.hercrentals.com/services-associated-charges.html</a> Customer must notify Herc in writing of any disputed charge within 30 days of receipt of such invoice or Customer shall be deemed to have irrevocably waived such disputed charge. The basic daily, weekly and 4-week rental rates Customer final monthly refice in writing of any disputed charge within 30 days or receipt of such invoice of Customer shall be deemed to in have inevocation spaced as a continuous of customer to a maximum of non-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4-week charge (for a 4-week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Customer with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for payment with the subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for year, other way and the charges of the default.
- payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred due to the default.

  4. CUSTOMER'S RESPONSIBILITIES. Customer is responsibile to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer exchowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Unlike the manufacturer is instructions within or advanced without the prior written consent of Herc. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used and will not be moved without the prior written consent of Herc. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily, and checking tire pressures and battery fluid and charge levels weekly. If the Equipment related properly or becomes in need of repair, Customer will immediately occase using same and will immediately notify the customer is solely responsible for providing a s
- 5. RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment at the time it is lost or damaged. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRED'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.
- Customer of Authorized Operations will be at Customer Sovie incidence.

  6. EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.
- regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

  7. REMEDIES OF HERC. In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peaceably enter the premises where the Equipment is located and render it insperative or remove same with or without process of law and without any notice to Customer or Inability. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment, any property and/or persons, and active the expension of retaking, court costs and reasonable attorneys fees. Customer will remain liable for the Equipment for for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. Her chall have the right to issue and circulate theft notices, cause warrants to be issued and take any other steps which Herc may reasonably deem necessary to recover the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of Herc are not exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

  8. INSURANCE. Liability Insurance for Injury/Damage to Third Parties Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, which requires the contractive and the contractive PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN. Nothing contained in this insurance Section shall limit or modify the obligations set forth in Section 9.
- PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN. Nothing contained in this insurance Section shall limit or modify the obligations set forth in Section 9.

  9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR AND IN ADDITIONAL CONSIDERATION OF PROVIDING THE EQUIPMENT HEREIN, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS PARENT COMPANY, THEIR AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "HERC INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, POTENTIAL OR PERCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUGOMENTS, DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS, EXPENSES, DELAYS, DEDUCTIBLE AMOUNTS OF INSURANCE, THE COSTS OF ENFORCING ANY RICHAT ON INDEMNIFICATION UNDER THIS AGREEMENT, THE COST OF PORISING ANY INSURANCE PROVIDERS, AND LIQUIDATED. CONSEQUENTIAL AND PUNITIVE DAMAGES, INVIRONMENTAL SPILLS, ATTORNEYS FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS ON DAMAGES ARE BASED, IN WHOLE OR IN PART UPON ANY OF THE HERC INDEMNIFIED PARTIES ALLEGED NEGLIGENCE OR PARTICIPATION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS ON PERATION, PART UPON ANY OF THE HERC INDEMNIFIED PARTIES ALLEGED NEGLIGENCE OR PARTICIPATION THE WORNOR OR UPON ANY ALLEGED BREACH OF A STATUTORY OR REGULATORY DUTY OR OBLIGATION ON THEIR PART, ARISEN OUT OF OR ALLEGED TO HAVE ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THE CUSTOMER'S MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE GUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER'S ATTENDED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER'S ATTENDED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER'S ATTENDED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMI
- 10. NOTICE OF LOSS OR ACCIDENT. In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.
- 1. CONDITION OF THE EQUIPMENT. Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment is found by Customer not to be in good mechanical condition as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or customer's employees or agents, Customer will so notify Herc, whereupon Herc will then, at its option and without any other liability or responsibility by Herc to Customer (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment as "down"; or (b) remove the Equipment and terminate this rependent and returned payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibilities hereunder.
- 12. LATE PAYMENT FEE. Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at an amount up to the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.
- 13. FUELING SERVICE CHARGE. Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of
- 14. MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's use and/or delivery of the Equipment and/or Customer's signing of this Agreement shall be deemed execution of this Agreement and shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.
- 15. GOVERNING LAW/JURISDICTION/JURY TRIAL WAIVER/LIMITATION OF LIABILITY. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of 10. SOVERMIND LAWIJUNINDIL HUNJUNY I KIAL WAIVEKILIMI I A HON OF LIABILITY. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware Courts") or Florida ("Florida Courts") or any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable. Each party hereby waives and releases all right to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT.

  THIS AGREEMENT.
- 16. ELECTRONIC SIGNATURES. Customer agrees that this Agreement may be signed manually or by scanning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement; (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (iii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.
- To: FAMILIARIZATION. All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment was rented and identify the name of the person(s) designated present at the time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CSA B354. Familiarization is not considered training or certification and does not impact the obligations of Section 2.