

TERMS AND CONDITIONS OF RENTAL AGREEMENT

IMPORTANT: All of the following are material terms and conditions of this Rental Agreement. Please read.

In this Rental Agreement, "MENARDS" refers to Menard, Inc. and "Guest" refers to the person identified in this Rental Agreement as renting the equipment.

1. **Equipment Use.** Guest agrees to use the equipment covered by this Rental Agreement solely for the equipment's intended purpose. Guest agrees to use the equipment in a careful and proper manner, to abide by all applicable warnings, directions, and instructions, and to comply with all applicable laws and regulations. Guest will not loan, sublet or rent the equipment to any other person or organization. Guest acknowledges that Guest has examined the equipment, has seen it in operation, if appropriate, and that its condition is acceptable, and Guest agrees to return the equipment to MENARDS in the same condition as it was provided to Guest.
2. **Rental Period and Rental Charge.** Guest agrees to the rental period and rental charge shown on this Agreement. Guest agrees not to retain the equipment beyond the expected return date/time without prior notice to MENARDS and MENARDS' consent. Guest agrees that if Guest fails to return the equipment within the rental period, Guest will pay the rental rate for any excess time. If the equipment is not returned during the predetermined rental period, Guest will be subject to Other Charges. Guest agrees that no credit shall be due or payable for equipment returned early. Guest agrees that the security deposit, if applicable, will be credited against rental charges and any other charges accruing under this Agreement only if Guest performs all of the terms and conditions of this Agreement. If Guest breaches any such terms and conditions, the security deposit shall be retained by MENARDS as additional consideration and Guest shall be required to pay additional rental charges or other charges, if applicable.
3. **Other Charges.** If Guest fails to return the equipment to MENARDS in the same condition as it was provided to Guest, Guest will pay for the cleaning or repair of the dirty or damaged equipment. Guest further agrees that if Guest fails to return this equipment after the predetermined return date/time, Guest will pay the cost for replacement equipment, in addition to the excess rental charges, as permitted by state law. Guest authorizes MENARDS to process Guest's credit card for any charges under this Agreement.
4. **Form of Payment.** Guest agrees that the only acceptable tender when renting equipment from MENARDS is a valid credit card. Guest agrees that any damage, which is not considered normal wear and tear, loss or theft, caused by the Guest, may be charged to Guest's credit card.
5. **Failure to Return Rental Equipment.** If equipment has not been returned to MENARDS before or on the predetermined due date and time, MENARDS may repossess equipment at any time thereafter at Guest's expense. MENARDS may notify the police or other authorities responsible if the equipment is stolen or missing, and Guest will not hold MENARDS or the civil authorities

responsible for their actions to repossess the equipment. MENARDS may issue and circulate theft notices, cause warrants to be issued for the taking into custody of Guest, his/her agent, partner, or employee, and/or take any other steps, which MENARDS shall reasonably deem necessary, to recover equipment, if equipment is not returned at the predetermined due date and time, or sooner as permitted by this Agreement.

6. **Exclusive Remedy and Limitation of Liability.** Guest agrees that if MENARDS fails to meet its obligations under this Agreement, Guest will notify MENARDS immediately and MENARDS may repair or replace any deficient equipment or make a rental charge adjustment. Guest agrees that this is Guest's sole and exclusive remedy and MENARDS' liability for any losses or damages resulting from any cause shall be limited to the rental charge of this equipment. MENARDS shall not be liable for any special, incidental, or consequential damages, including but not limited to labor, loss of use, loss or damage to personal or real property, inconvenience, or loss of income.
7. **Exclusion of Warranties.** MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, OR QUALITY WITH REGARD TO THE EQUIPMENT.
8. **Indemnification and Hold Harmless.** Guest assumes all risks of loss and damage to the equipment and all liability for any injury to any person or property caused by the operation, handling or transportation of the equipment during the rental period. Guest agrees to indemnify, defend, and hold harmless MENARDS and the equipment manufacturer and their shareholders, directors, officers, employees and agents from and against any and all claims, liabilities, costs (including legal fees and costs) or actions of any nature whatsoever arising out of or related to Guest's rental, use or operation of the equipment, regardless of fault, including injuries or death to persons (including Guest) or damage to property of any person or entity (including Guest). This obligation of Guest shall survive the return of the equipment and termination of this Agreement.
9. **Damage Waiver.** If Guest pays the Damage Waiver Charge (DWC) as specified in the Agreement, subject to the exclusions below, MENARDS agrees to modify the terms of this Agreement and relieve Guest of liability for accidental damage to the equipment. However, excluded from this waiver are: theft, intentional damage, misuse or abuse, or any loss due to Guest's failure to exercise reasonable care in using the equipment. The power cord is excluded from the items covered by the damage waiver.
10. MENARDS reserves the right, in its sole and absolute discretion, to refuse to rent equipment to any person for any reason.

MENARDS®



RENTAL AGREEMENT

Guest will not under any circumstances surrender the use of the Vehicle to any person other than those listed above subject to Section 2 on the second page of this form. Operation of the vehicle by any driver under 21 years of age or in violation of Section 2, is prohibited.

In consideration of the mutual promises and covenants herein contained, MENARD, INC., (hereinafter "Menards") rents to the Guest the vehicle described above and the Guest agrees by his/her signature to rent the vehicle subject to the terms and conditions of the Rental Agreement, which the GUEST ACKNOWLEDGES TO HAVE READ.

GUEST FURTHER AGREES THAT (hereinafter "Menards") FURNISHES NO INSURANCE COVERAGE WHATSOEVER TO THE GUEST and Guest expressly agrees and warrants that Guest maintains in force automobile insurance (liability, collision, and comprehensive coverage) which will cover Guest's rental, use and operation of the vehicle, including the use and operation of the vehicle by any additional drivers. Guest's insurance is the primary coverage with respect to this vehicle rental, use and operation and any payment of proceeds under such insurance related to the vehicle, as described in this Agreement, are hereby assigned to (hereinafter "Menards"). Nothing herein limits Guest's liability to (hereinafter "Menards") to the extent Guest's insurance does not cover any amount payable by Guest to (hereinafter "Menards") under this Agreement. Guest agrees that Rental Deposit does not prevent Menards from recovering damages from Guest that exceed the amount of the Rental Deposit.

GUEST AGREES THAT HE/SHE HAS INDEMNIFICATION OBLIGATIONS TO (hereinafter "Menards"), AS SET FORTH IN SECTION 7 AND SECTION 12 ON THE BACK OF THIS AGREEMENT. GUEST AUTHORIZES (hereinafter "Menards") TO PROCESS A CREDIT CARD VOUCHER, IF NECESSARY, IN GUEST'S NAME. All charges are subject to final audit.

WARNING:

1. Read carefully all driving and use restrictions.
2. You are responsible for all traffic violations and must turn in all sum.
3. Report all accidents immediately and complete all necessary forms.
4. **If this vehicle, while in your possession, incurs any violations and/or fines, you will be responsible for payment of those fines to the governmental agency issuing the violation and/or fine. If Menards is required to resolve the**

violation and/or Fine, you will be charged the amount of the fine plus a \$25.00 administrative fee.

5. If Guest will be using the vehicle outside of the United States, it is the full responsibility of the Guest to comply with all United States and Canadian laws regarding the U.S.-Canada Border as well as Customs enforcement. Guest agrees to hold Menard, INC. harmless to the same extent as described in Paragraph 12 of this agreement and Guest is liable for the amount of any loss, expenses, fines, taxes, duties, fees, penalties or other damages relating to the use of the vehicle outside the United States.

Guest has read this agreement and agrees to the terms and conditions thereof. Guest may be prosecuted if vehicle is not returned when due back. THIS AGREEMENT DOES NOT PERMIT RENTAL OF THE VEHICLE FOR MORE THAN ONE DAY OR PAST THE TIME AT WHICH MENARD, INC., DEMANDS RETURN OF THE VEHICLE.

GUEST IS RESPONSIBLE FOR ALL TIRE REPAIR OR REPLACEMENT (INCLUDING ALL FLATS AND PUNCTURES). VEHICLES MUST BE RETURNED BEFORE STORE CLOSING OR BEFORE DATE AND TIME INDICATED ABOVE. CLEANING CHARGE \$20. GUEST IS RESPONSIBLE FOR ALL LOSS OF AND DAMAGE TO CARGO PLACED IN VEHICLE (WHETHER OWNED BY GUEST OR OTHERS). MAXIMUM LOAD CAPACITY 1500 LBS. LOAD HEAVIEST ITEMS TOWARD THE FRONT.

TERMS AND CONDITIONS OF RENTAL AGREEMENT

MENARD, INC., (hereinafter "MENARDS") hereby rents to the Guest identified on page 1, the vehicle described, subject to all terms and provisions of this agreement.

1. **VEHICLE:** The vehicle, which includes tires, tools, equipment accessories and vehicle documents, does not belong to Guest, but is delivered to Guest for rental purposes only and is in good operating condition. There is no warranty of any kind, expressed or implied, as to the merchantability or fitness for any particular purposes of any vehicle covered by this agreement. Vehicle is MENARDS property. This agreement is only for use of vehicle while vehicle is on rental to Guest. Guest is not MENARDS agent or employee, nor is Guest's conduct under MENARDS control, for any purpose. Any service to or replacement of a part or accessory to vehicle during rental must have MENARDS prior approval. Guest acquires no rights other than to use vehicle in accordance with this agreement. MENARDS shall in no event be responsible to GUEST for any indirect, special or consequential damages in connection with or arising out of furnishing, performance or use of vehicle.
2. **USE OF VEHICLE:** Guest agrees not to use or operate the vehicle, or permit it to be used or operated:
 1. by anyone under the age of 21;
 2. in violation of any of the terms or conditions of this rental agreement;
 3. for the transportation of persons or property for hire, or in any manner which may be interpreted as operating the vehicle as a public conveyance;
 4. in violation of law or for any illegal purpose; in any race, speed test or contest;
 5. outside of a 75 mile radius of the location from which the vehicle was rented without the written consent of a MENARDS representative;
 6. for the purpose of towing or propelling any trailer, vehicle, or object;
 7. while under the influence of intoxicants or narcotics, or by any other person who is in such condition; by any person other than the Guest or pre-approved additional driver on page one;
 8. by anyone who does not possess a valid driver's license;
 9. by anyone who is not competent to drive;
 10. to carry persons other than in the passenger compartment of the vehicle;
 11. on unpaved roads;
 12. when the vehicle's 1,500 lb. weight capacity is exceeded;
 13. when the doors are open and/or unlatched, and the vehicle is in operation;
 14. when loads are not secured;
 15. with anything or anyone on the roof of the vehicle;
 16. for Cargo Vans only: in conjunction with any motorized equipment including, but not limited to, forklifts;
 17. while smoking, including any passengers;
 18. while using a cell phone.

3. Guest agrees to pay MENARDS a charge computed at the time specified in the current MENARDS rate schedule for the time which elapses during the term of this agreement. ALL RATES CHARGED FOR TIME ARE ON AN HOURLY BASIS. In addition thereto, Guest agrees to pay MENARDS an amount equal to value of any tools, tires or accessories which may be lost or stolen from the vehicle during the term hereto.
4. COMPUTATION OF CHARGES: Guest shall pay MENARDS the sum of:
 1. Taxes: Applicable sales, use and excise taxes and any amounts charged by MENARDS as reimbursement for taxes paid;
 2. Fines and other expenses: Fines, penalties, forfeitures, court costs and other expenses that may be assessed against MENARDS which are due by reason of Guest's possession or use of vehicle including traffic and parking fines;
 3. Collection and vehicle recovery expenses: MENARDS cost including reasonable attorney's fees, incurred in collection charges due from Guest pursuant to this agreement or in recovering vehicle which has been abandoned by Guest or seized by governmental authority as a result of Guest's actions;
 4. Interest on past due amounts: at the rate of 1.5% per month, which if not paid is added to the balance and is subject to interest. All charges are subject to audit. If, upon audit, an error is found, Credit card Guest authorizes MENARDS to correct such charges, to reflect such charges, with written notice of correction to Guest.
 5. A Rental Deposit: in the amount determined at the time of rental to cover any and all damage to the vehicle while in Customer's possession. Payment of this deposit does not prevent Menards from recovering damages from Customer that are over and above the amount of the rental deposit.
5. VEHICLE RETURN AND CONDITION: Guest must return the vehicle to the location where rented before store closing or date and time shown on front, in the same condition as Guest received it, ordinary wear and tear excepted. If vehicle is not returned to same location before store closing or date and time shown on front, MENARDS may repossess vehicle at any time thereafter at Guest's expense and Guest agrees to pay the rental value of vehicle at the rate shown on front. MENARDS further reserves the right to repossess vehicle if vehicle is illegally parked, used for an illegal purpose, or apparently abandoned. Guest waives prior notice pre-seizure hearing and receipt of judicial process as a prior condition to MENARDS repossession. Guest agrees that MENARDS may notify the police or other authorities responsible that the vehicle is stolen or missing, and Guest will not hold MENARDS or the civil authorities responsible for their actions to repossess vehicle.
6. INSURANCE: GUEST REPRESENTS AND WARRANTS THAT GUEST HAS AUTOMOBILE INSURANCE AND AGREES TO MAINTAIN IT DURING THE TERM OF THIS RENTAL AGREEMENT. The policy provides the owner, the Guest, and any other person using or operating the rental vehicle with the following primary coverage:
 1. Bodily injury and property damage liability coverage;
 2. Personal injury protection, no-fault, or similar coverage where required;
 3. Uninsured/underinsured coverage where required, and;
 4. Comprehensive and collision damage coverage extending to the rental vehicle.

Guest's insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of the State where the loss occurs. Because Guest is providing automobile insurance, MENARDS is not. In States where the law requires MENARDS to provide insurance, 7901-42027-001 07/27/2020 Page 5 of 5 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. Guest's insurance is primary. MENARDS provide excess insurance only, up to the minimum limits required by the financial responsibility laws. Any insurance MENARDS is required to provide applies to claims of bodily injury and property damage only. MENARDS policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Guest agrees to cooperate with MENARDS insurer if any claim is made. MENARDS insurance applies only in the United States. Guest must purchase special liability insurance, to use or operate the rental vehicle outside the U.S.A. Guest understands Menards may recover damages over and above the amount of the Rental Deposit from Guest's insurance. Where permitted by law, Guest rejects uninsured, underinsured, supplemental, personal injury protection, and no-fault coverage. Where MENARDS is required to provide such coverage, Guest selects the minimum limits required by law. Because the terms of this agreement reflect a limited permissive use of the rental vehicle, any breach of this agreement will void any insurance coverage. NOTICE FOR VEHICLE RENTALS IN MICHIGAN: MENARDS may be liable only up to \$20,000.00 because of bodily injury to or death of one person in any one accident and \$40,000.00 because of bodily injury to or death of two or more persons in any one accident, and only if the vehicle was being operated by the Guest or by the Guest's spouse, father, mother, brother, sister, son, daughter, or other immediate family member. Guest may be liable to MENARDS up to these maximum amounts, and Guest may be liable to an injured person for amounts awarded in excess of these maximum amounts.

7. **RESPONSIBILITY FOR LOSS OR DAMAGE:** If vehicle is lost, stolen, abandoned, damaged or destroyed (a casualty) while on rental, whether or not due to Guest's fault, Guest is responsible to MENARDS for the amount of any such loss or damage suffered by MENARDS, related to any such casualty, at the prevailing retail price plus MENARDS related expenses, including towing expenses and loss of use of vehicle. Guest will forfeit the Rental Deposit in an amount equal to the damage the vehicle suffers. Guest is responsible for all amounts over and above the Rental Deposit for damage done to the vehicle. Guest agrees and warrants that Guest maintains automobile insurance (liability, collision and comprehensive coverage) and that Guest's automobile insurance will cover and pay to MENARDS the full amount of any loss or damage related to any such casualty as described in this section, or otherwise in this agreement and from any other loss or damage normally covered by a comprehensive physical damage insurance policy. The foregoing liability of Guest and its automobile insurer under this section is limited to the full replacement value of the vehicle at the time of casualty, less any salvage value, plus an administrative fee and MENARDS related expenses, such as loss of use of the vehicle, appraisal fees, recovery costs, legal fees and expenses and other incidental and consequential damages incurred or suffered by MENARDS. If for any reason Guest's insurance does not pay for any or all of any such loss or damage suffered or incurred by MENARDS as

described in this section, Guest shall be personally liable to MENARDS for prompt payment of any amounts not paid by Guest's insurer. This section shall survive the return of the vehicle and the termination of this agreement.

8. MENARDS shall not be liable to Guest for any loss of business, or other damages caused by any interruption of the use of the vehicle, for whatever reason. MENARDS shall not be liable to Guest, if failure to deliver motor vehicle(s) under this agreement is due to strike or other cause beyond its control.
9. It is expressly agreed that Guest is not the agent, servant or employee of MENARDS in any manner whatsoever.
10. PARKING, TOLLS, AND MOVING VIOLATIONS: Guests will pay for all parking and moving violation fines, toll violations and penalties plus all costs incurred in the event Guest fails to make payments. Guest agrees to indemnify and hold Menards harmless in the event Menards pays cost on Guests behalf, and to reimburse Menards for all collection and other expenses relating thereto Guest hereby authorizes Menards in connection with the above to release to the governmental agency having jurisdiction thereof any information relating to Guest which MENARDS has in its possession. In the event that parking and moving fines and penalties are not paid, Guest hereby authorizes MENARDS to charge Guest's credit card for any such fines and penalties plus a \$25.00 administrative fee.
11. ACCIDENTS: Within 24 hours of any accident, Guest shall report the accidents to MENARDS in writing, together with a police report or accident statement relating to any accident or incident involving the vehicle. Guest and/or any other driver of the vehicle shall cooperate fully with MENARDS and not to help or abet the assertion of any third party claim against MENARDS
12. INDEMNIFICATION AND HOLD HARMLESS: GUEST AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS MENARDS AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, COSTS (INCLUDING LEGAL FEES AND COSTS) OR ACTIONS OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO GUEST'S RENTAL, USE OR OPERATION OF THE VEHICLE, REGARDLESS OF FAULT, INCLUDING INJURIES OR DEATH TO PERSONS (INCLUDING GUEST) OR DAMAGE TO PROPERTY OF ANY PERSON OR ENTITY (INCLUDING GUEST). THIS OBLIGATION OF GUEST SHALL SURVIVE THE RETURN OF THE VEHICLE AND TERMINATION OF THIS AGREEMENT.
13. If Guest shall have misrepresented his/her identity, business affiliations or qualifications to drive, or if Guest violates any of the terms of this agreement, or if MENARDS has reason to believe that Guest has violated or intends to violate this agreement, then, and in any such events, MENARDS may seize and repossess the vehicle with the use of force if necessary, wherever it may be. If the vehicle shall not be returned to the possession of MENARDS at such place as MENARDS may designate, within twenty-four (24) hours following the due date shown on the reverse side hereof, or on such date and time as may be specified by MENARDS pursuant hereto, Guest shall be deemed to be in unlawful possession of the vehicle, and MENARDS shall have the right to notify the police that the vehicle has been stolen, and Guest hereby releases and discharges MENARDS from any and all claims arising therefrom including but not limited to any claims based on false arrest and imprisonment.

14. REFUSAL TO RENT: MENARDS reserves the right, in its sole and absolute discretion, to refuse to rent a vehicle to any person for any reason.
15. NOTICE OF CHANGE: Guest will immediately inform MENARDS if the Guest's driver's license is suspended or revoked, if the Guest's personal insurance is canceled or terminated, or any information supplied to MENARDS to obtain the vehicle becomes invalid.
16. ASSIGNMENT: This agreement may not be assigned or transferred by Guest without the prior written consent of MENARDS.
17. Guest agrees that if the vehicle Guest has rented is involved in an accident in which there is a determination of liability on Guest's part then Guest will be responsible for payment to MENARDS, the lessor, for "down time" at the rate of the daily rental of this agreement. "Down time" is defined as the amount of time from the date the vehicle is damaged to the date it is repaired and in rentable condition as soon as possible.
18. The term of this agreement shall commence when possession of the vehicle is delivered to Guest, and shall end when the vehicle is returned to MENARDS, provided that if Guest involuntarily loses the use of the vehicle before it is returned to MENARDS the term shall not extend beyond the time such loss occurs. Nothing in this section shall limit the liability of Guest to MENARDS under any other section of this agreement.
19. JOINT AND SEVERAL LIABILITY: The Guest, if renting the vehicle on behalf of any other person, company, corporation or other form of entity, shall be personally, jointly and severally liable to MENARDS for all amounts due to MENARDS under this agreement, including rent and any other amounts. This obligation of Guest shall survive the return of the vehicle and termination of this agreement.
20. The odometers on all rental vehicles have been sealed. Any tampering or altering of same will result in an automatic charge of \$100.00 and criminal prosecution.
21. NO INSURANCE PROVIDED: MENARDS does not provide to Guest "uninsured motorist" or any other insurance coverage.
22. Guest agrees to use the proper fuel for the vehicle, keep tires properly inflated, check and add: crankcase oil, transmission fluid, radiator coolant and battery water as needed.