



HONEY-DO EQUIPMENT RENTALS LLC

1283 Broad Street, Brooksville, FL 34604
352-773-0425 | honeydoeq.com

RENTAL AGREEMENT & TERMS AND CONDITIONS

Effective August 2026

IMPORTANT: READ BEFORE RENTING OR OPERATING EQUIPMENT

1. AGREEMENT; INCORPORATION OF RENTAL RECORDS

This Master Rental Agreement ("Agreement") governs every rental of equipment, attachments, accessories, trailers, tools, vehicles, and related items ("Equipment") from Honey-Do Equipment Rentals LLC ("Honey-Do," "Lessor," "we," "us," or "our") to the customer identified on the applicable rental invoice, reservation, order, or rental record ("Customer," "Renter," "Lessee," "you," or "your"). Each invoice, reservation, equipment checkout record, delivery ticket, electronic acceptance, and other rental document issued by Honey-Do is incorporated into this Agreement. If there is a conflict, the specific written terms on the applicable rental record control only as to the conflicting business term.

2. AUTHORITY; ACCEPTANCE OF TERMS

The person accepting or signing this Agreement represents that he or she is at least 18 years old, is legally competent, and, if signing for a business or other entity, has authority to bind that entity. Customer accepts this Agreement by signing electronically or physically, accepting delivery or possession of Equipment, paying for a rental, or otherwise proceeding with the rental after being provided access to these terms. Customer is responsible for ensuring that all authorized operators comply with this Agreement. Customer represents that all identification, address, telephone, email, business, payment, insurance, jobsite, operator, and other information provided in connection with the rental is truthful, current, and not materially misleading. Customer shall promptly notify Honey-Do of material changes. Honey-Do is entitled to reasonably rely on information supplied by Customer when approving, reserving, delivering, servicing, extending, locating, or recovering Equipment.

3. RENTAL PERIOD; OFF-RENT; RETURN

The rental period begins at the time shown on the rental record/invoice or when Customer takes possession of the Equipment, whichever occurs first, and continues until the Equipment is physically returned to and accepted by Honey-Do, or actually recovered or picked up by Honey-Do. A telephone call, text message, email, online notice, or pickup request does not by itself end Customer's responsibility or place the Equipment off-rent. If Honey-Do has agreed to pick up Equipment, Customer must keep it secure, accessible, and in substantially the same condition until pickup. Rental charges continue according to the rental record until the applicable return or off-rent requirements are satisfied, subject to applicable law.

4. RENTAL RATES; HOURS; OVERTIME; EXTENSIONS

Customer shall pay all rental rates, taxes, delivery/pickup charges, deposits, fees, and other amounts shown on the rental record/invoice or properly assessed under this Agreement. Unless otherwise stated on the applicable rental record/invoice, Equipment rentals include a maximum of eight (8) meter hours per rental day, fifty-six (56) meter hours per seven (7) consecutive calendar-day rental, and two hundred forty (240) meter hours per thirty (30) consecutive calendar-day rental. Weekend days are included when they fall within the applicable rental period. Operating hours exceeding the applicable allowance may be billed at Honey-Do's then-current excess-hour rate or the excess-hour rate stated on the rental record. Unused operating hours have no cash value, are nonrefundable, do not reduce the rental charge, and may not be carried forward or transferred to another rental unless Honey-Do agrees otherwise in writing. Rental charges are based on Customer's possession and availability of the Equipment during the rental period and are not reduced merely because Customer elects not to use the Equipment, completes the work early, experiences ordinary weather delays, or uses fewer than the included operating hours. Customer must obtain Honey-Do's approval before extending a rental. Keeping Equipment beyond the agreed return time does not create a new rental term and may result in additional rent, late charges, recovery costs, and other remedies.

4A. CANCELLATIONS; RESERVATIONS; NO-SHOWS

Equipment reserved for Customer may be removed from availability and unavailable for rental to other customers. Customer may cancel a reservation without a contractual cancellation charge by providing Honey-Do Equipment Rentals LLC at least twenty-four (24) hours' notice before the scheduled rental start time. If Customer cancels less than twenty-four (24) hours before the scheduled rental start time, Honey-Do reserves the right, to the extent permitted by applicable law, to retain or charge a cancellation fee of up to fifty percent (50%) of the scheduled rental charge. If Customer fails to cancel and does not take possession of the Equipment at the scheduled rental start time (a "No-Show"), Honey-Do reserves the right, to the extent permitted by applicable law, to retain or charge up to one hundred percent (100%) of the scheduled rental charge. Cancellation and no-show percentages apply to the scheduled rental charge and do not include taxes or delivery/pickup services not performed. However, reasonable delivery, transportation, mobilization, special-order, third-party, or other nonrecoverable costs already incurred by Honey-Do specifically for Customer's rental may remain payable to the extent permitted by law. Honey-Do may, in its sole business discretion, waive or reduce a cancellation or no-show charge because of severe weather, emergency, jobsite conditions, equipment availability, established customer relationships, or other circumstances Honey-Do considers appropriate. Any waiver or reduction on one occasion does not waive Honey-Do's right to enforce this policy on another reservation.

5. PAYMENT; DEPOSITS; CARD AUTHORIZATION

Amounts are due as stated on the rental record/invoice. Customer authorizes Honey-Do, to the extent permitted by law and applicable card-network and processor rules, to charge the payment method provided for amounts properly due under this Agreement, including additional rent, approved extensions, taxes, fuel, cleaning, missing items, damage, repair, recovery, transportation, tolls, citations, and other documented charges. A security deposit is not a limit on Customer's liability. Honey-Do may apply a deposit to amounts due and Customer remains responsible for any balance. A chargeback, payment reversal, card dispute, ACH reversal, stop-payment, processor



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debit, or similar payment reversal does not cancel, satisfy, reduce, or otherwise extinguish Customer's underlying payment obligation when the amount was properly due under this Agreement. If Honey-Do is debited or assessed a fee, penalty, retrieval fee, chargeback fee, administrative cost, or other processor/card-network cost as a direct result of Customer's unsuccessful, invalid, or otherwise improperly initiated payment dispute or reversal, Customer agrees, to the extent permitted by law and applicable payment-network rules, to reimburse Honey-Do for the actual reasonable amount charged to Honey-Do. Customer remains responsible for the original unpaid balance and all other valid amounts due under this Agreement. Nothing in this provision limits Customer's lawful right to dispute an unauthorized, erroneous, duplicate, undelivered, or otherwise legally disputable charge. Honey-Do may pursue collection of valid unpaid amounts after a chargeback or reversal, subject to applicable law.

6. LATE PAYMENT; INTEREST; COLLECTION COSTS

All amounts are due on the due date stated on the applicable invoice or rental record. No contractual late charge under this Section will be assessed unless an unpaid balance remains outstanding for more than ten (10) days after its stated due date. If any amount remains unpaid more than ten (10) days after its stated due date, Customer shall pay a one-time late charge equal to ten percent (10%) of the past-due balance, subject to a minimum late charge of \$50.00 and a maximum late charge of \$250.00, to the extent permitted by applicable law. The parties agree that this charge is intended to reasonably compensate Honey-Do for additional administrative, accounting, collection, and operational costs associated with delinquent accounts and is not intended as interest or a penalty. Beginning on the eleventh (11th) day after the stated due date, any unpaid balance may also accrue simple interest at the rate of 1.5% per month (18% per annum), or the maximum rate permitted by applicable law, whichever is less, until paid in full. Customer shall reimburse Honey-Do for reasonable costs incurred in collecting valid unpaid amounts, including collection-agency fees, court costs, lawful equipment-recovery expenses, reasonable attorneys' fees when recoverable by contract or law, and documented chargeback or payment-reversal costs recoverable under Section 5. A chargeback, payment reversal, stop-payment, or payment dispute does not change the original stated due date or eliminate an otherwise valid payment obligation. If a valid balance remains unpaid more than ten (10) days after its stated due date during or following a payment dispute or reversal, this Section may apply, subject to applicable law.

7. CUSTOMER INSPECTION; ACCEPTANCE OF CONDITION

Customer acknowledges the opportunity to inspect the Equipment before use and accepts it in its apparent condition at delivery or pickup, except for defects documented with Honey-Do. Photographs, video, inspection reports, telematics, hour-meter readings, fuel readings, and condition records may be used to document Equipment condition at checkout and return. Customer shall immediately report any apparent safety defect or discrepancy before operating the Equipment.

8. QUALIFIED AND AUTHORIZED OPERATORS

Equipment may be operated only by persons who are legally permitted, physically capable, properly trained, experienced or instructed for the Equipment, and authorized by Customer. Customer shall not permit operation by any person who is impaired by alcohol, illegal drugs, medication that makes operation unsafe, fatigue, or any other condition that would make operation unsafe. Customer is responsible for the acts and omissions of every person who uses, possesses, transports, or has access to the Equipment with Customer's permission, express or implied. Customer shall ensure that every operator, employee, subcontractor, family member, friend, guest, or other person permitted to use or be near the Equipment receives appropriate instructions and warnings. Customer remains responsible under this Agreement even if the person operating or controlling the Equipment is not the person who signed or paid for the rental.

9. SAFE AND LAWFUL USE

Customer shall use Equipment only for its intended purpose, within manufacturer ratings and limitations, and in compliance with all applicable laws, regulations, warnings, manuals, and safety instructions. Customer is responsible for jobsite conditions, permits, traffic control, barricades, utility locating, underground and overhead hazards, soil conditions, slopes, clearances, load limits, and determining whether the Equipment is suitable for the intended work. Customer shall not use Equipment to lift or transport persons unless the Equipment is specifically designed and approved for that purpose. Customer shall establish and maintain a safe work area and keep bystanders and third parties reasonably clear of Equipment operation. Customer is responsible for damage or injury caused by Customer or any person Customer permits to possess, control, operate, transport, direct, or assist with the Equipment, including damage to neighboring property, vehicles, structures, landscaping, utilities, animals, or other persons, subject to applicable law. Customer shall monitor reasonably foreseeable severe weather and site conditions and take reasonable steps, when safe and practicable, to protect Equipment from flooding, rising water, storm surge, high winds, falling trees or debris, lightning exposure, wildfire, and other weather-related hazards. Customer shall not knowingly leave Equipment in a low-lying, flood-prone, tidal, or otherwise hazardous location when it can reasonably and safely be moved to protected ground. Customer shall promptly notify Honey-Do if severe weather threatens Equipment or prevents safe return or pickup.

10. PROHIBITED USES

Without Honey-Do's prior written approval, Customer shall not: subrent, loan, assign, sell, pledge, or encumber Equipment; move Equipment from the jobsite or location disclosed to Honey-Do; take Equipment outside Florida; use Equipment in racing, contests, unlawful activity, demolition beyond its rating, or any abusive or unusually hazardous application; operate Equipment in water, mud, corrosive material, hazardous waste, saltwater, or other conditions beyond manufacturer limitations; overload Equipment; bypass or remove guards, alarms, interlocks, emissions equipment, or safety devices; modify, weld, drill, paint, alter, or repair Equipment; or use Equipment in a manner that may reasonably cause abnormal wear or damage. Customer shall not obtain Equipment for an undisclosed person or entity, act as a straw renter, permit an undisclosed third party to take primary possession or control of Equipment, use another person's identity or payment method without lawful authorization, or conceal the identity of the actual user or jobsite. Any approved additional operator remains subject to this Agreement and Customer remains responsible for that person's acts and omissions.



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11. DAILY INSPECTION; ROUTINE CARE

Customer shall perform reasonable daily pre-use inspections and routine operator-level care, including checking engine oil, coolant, hydraulic fluid, fuel/DEF where applicable, visible leaks, tires/tracks, attachments, pins, hoses, warning indicators, and required grease points. Customer shall use only the correct fuel, DEF, lubricants, and fluids. Customer shall not perform repairs or add unauthorized fluids or additives without Honey-Do's approval.

12. STOP-USE AND MALFUNCTION REQUIREMENT

If Equipment develops a leak, warning light, overheating condition, unusual noise, vibration, loss of power, damaged hose, thrown track, safety-system issue, or other suspected malfunction, Customer shall immediately stop operating the Equipment in a safe location and contact Honey-Do. Customer shall not continue operation unless Honey-Do authorizes it. Customer is responsible for additional damage caused by continued operation after a condition should reasonably have caused the operator to stop.

13. DAMAGE; ABUSE; EXCESSIVE WEAR

Customer is responsible for loss of or damage to Equipment occurring during Customer's period of responsibility, except to the extent caused solely by Honey-Do's failure to perform an obligation that cannot lawfully be disclaimed. Customer-caused damage may include, without limitation, collision, rollover, submersion, fire caused by misuse, improper transport, vandalism resulting from failure to reasonably secure Equipment, wrong fuel or contaminated fuel, hydraulic contamination, operating without required fluids, overheating after warning, bent or broken attachments, damaged cylinders/rods, hoses, couplers, glass, lights, keys, tires, tracks, undercarriage damage beyond ordinary wear, and damage from prohibited or improper use. Ordinary wear and tear does not include abuse, neglect, cuts, punctures, impact damage, missing parts, or accelerated wear caused by improper operation. Customer is also responsible for loss of or damage to items issued with the rental, including keys, remotes, manuals, pins, clips, locks, chains, binders, straps, hoses, couplers, adapters, chargers, buckets, attachments, fire extinguishers, and other accessories, and may be charged the reasonable repair or replacement cost for missing or damaged items.

14. ATTACHMENTS; HYDRAULIC EQUIPMENT; MULCHERS

Customer shall use attachments only on approved carrier machines and within required hydraulic flow, pressure, case-drain, electrical, coupler, and mounting specifications. Customer shall verify secure attachment and correct hose/coupler routing before operation. Customer is responsible for damage caused by incorrect hookup, excessive flow or pressure, blocked or disconnected case drain, incompatible couplers, contamination, operating an attachment outside its rating, or striking objects in a manner inconsistent with normal intended use. Wear items such as teeth, blades, chains, cutting edges, mulcher teeth, and similar consumables may be charged when loss or damage exceeds ordinary wear.

15. TIRES, TRACKS, UNDERCARRIAGE AND GROUND CONDITIONS

Customer shall operate tracked and wheeled Equipment on surfaces appropriate for the Equipment. Customer is responsible for cuts, punctures, sidewall damage, embedded debris, track damage, de-tracking caused by improper operation or site conditions, and abnormal undercarriage wear caused by operating on unsuitable surfaces or in debris. Normal wear from proper use is excluded.

16. FUEL, DEF AND CLEANING

Equipment must be returned with the fuel and DEF levels required by the rental record. Honey-Do may charge for missing fuel/DEF and reasonable refueling service. Equipment must be returned reasonably clean. Customer may be charged reasonable cleaning costs for excessive mud, concrete, asphalt, paint, grease, manure, sewage, hazardous or regulated material, vegetation packed into cooling systems, or other contamination beyond normal rental use. Customer must disclose hazardous or regulated substances that contact Equipment.

17. TRANSPORTATION; CUSTOMER HAULING

Customer may transport Equipment only with Honey-Do's authorization and using a legally adequate tow vehicle, trailer, hitch, securement devices, brakes, lighting, licensing, and load securement. Customer is solely responsible for legal loading, weight distribution, tie-downs, clearances, permits, and compliance while self-hauling. Customer is responsible for loss or damage occurring during Customer-arranged transportation. Honey-Do may refuse to release Equipment if, in its reasonable judgment, the proposed transportation setup appears unsafe or unlawful. Customer is responsible for tolls, parking charges, traffic or transportation citations, overweight or permitting violations, towing, impound, storage, environmental or disposal charges, and other governmental or third-party assessments arising from Customer's possession, transportation, parking, storage, or use of the Equipment, except to the extent caused solely by Honey-Do.

18. LOCATION; NO RELOCATION; ACCESS

Before Equipment leaves Honey-Do's possession, Customer shall provide the actual physical jobsite or primary storage address where the Equipment will be kept. A billing address, P.O. box, general service area, or contractor office does not substitute for the actual Equipment location unless Honey-Do approves otherwise. Customer shall keep Equipment at the disclosed location unless Honey-Do approves relocation, shall promptly provide the current location upon request, and shall immediately provide any approved new physical location. To the extent permitted by law, Customer shall provide Honey-Do reasonable access to Equipment for inspection, maintenance, service, pickup, or lawful recovery. Customer shall not conceal, abandon, or intentionally prevent access to Equipment.

19. GPS, TELEMATICS AND ASSET MONITORING

Customer acknowledges that Equipment may contain GPS, telematics, hour-meter, diagnostic, geofence, or other asset-monitoring technology. Customer consents to Honey-Do collecting and using location, movement, operating-hour, diagnostic, and equipment-status



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information for rental administration, maintenance, safety, theft prevention, recovery, and protection of Honey-Do's property. Customer shall obtain any consent required from its employees, contractors, or operators. Customer shall not remove, disconnect, disable, shield, damage, or tamper with any monitoring device. Tampering may constitute an immediate default. GPS, telematics, geofencing, diagnostic alerts, and other monitoring systems are asset-management tools only and are not safety devices, theft guarantees, emergency-response systems, operator-warning systems, or substitutes for Customer's inspections, supervision, security, or safe operating practices. Honey-Do does not guarantee that monitoring technology will be active, accurate, uninterrupted, or capable of locating or disabling Equipment at all times, and Customer shall not rely on it for personal safety or protection of property.

20. LOSS, THEFT, DISAPPEARANCE AND TOTAL LOSS

Customer shall immediately notify Honey-Do of theft, disappearance, seizure, vandalism, or total loss and shall promptly make a truthful police report when appropriate or requested. Customer shall cooperate with Honey-Do, law enforcement, and insurers. Unless otherwise limited by an applicable written protection plan or law, Customer is responsible for the reasonable replacement value of Equipment that is lost, stolen, destroyed, or not returned, together with other amounts recoverable under this Agreement. Payment for lost or destroyed Equipment does not transfer title unless Honey-Do expressly agrees in writing. Customer's responsibility for loss or damage is not automatically excused because an event involves rain, wind, flooding, storm conditions, falling debris, or another natural event when Customer failed to take reasonable protective action required by this Agreement, subject to applicable law.

21. ACCIDENTS; CLAIMS; EVIDENCE

Customer shall promptly notify Honey-Do of any accident, injury, property damage, rollover, collision, fire, theft, or significant incident involving Equipment. Customer shall preserve relevant evidence, provide photographs and available witness/insurance information, and cooperate in the investigation. Customer shall not intentionally destroy evidence or make an unauthorized settlement purporting to bind Honey-Do. If an incident involves a third party, Customer shall promptly provide Honey-Do with available names, contact information, photographs, witness information, police or incident reports, and insurance information and shall promptly forward to Honey-Do any demand, claim, lawsuit, subpoena, or other legal notice relating to the Equipment or rental.

22. REPAIR COSTS; LOSS OF USE

For damage for which Customer is responsible, Customer shall pay reasonable inspection, parts, labor, freight, outside-service, transportation, and repair costs. To the extent permitted by law, Customer may also be responsible for reasonable loss-of-use or continuing rental charges during the period reasonably necessary to repair or replace Equipment when the damage or loss is Customer's responsibility. Honey-Do will not charge for repair downtime caused solely by ordinary mechanical failure for which Customer is not responsible.

23. SERVICE CALLS; STUCK OR INACCESSIBLE EQUIPMENT

Customer may be charged reasonable service, travel, towing, recovery, winching, or transport costs when a service call results from Customer error, misuse, failure to perform required operator-level care, incorrect fuel, depleted battery caused by Customer, inaccessible Equipment, Equipment stuck due to site conditions, unauthorized relocation, or other condition for which Customer is responsible. Honey-Do remains responsible for ordinary mechanical failures not caused by Customer. If Honey-Do arrives for an agreed pickup and Equipment cannot reasonably be retrieved because of a locked gate, blocked access, unsafe site conditions, Customer's absence where access is required, Equipment being stuck, buried, submerged, concealed, or otherwise inaccessible due to circumstances within Customer's responsibility, the Equipment will not be considered returned or off-rent solely because pickup was requested. Rental charges may continue until Equipment is reasonably accessible and actually retrieved, and Customer may be charged reasonable additional trip, waiting, towing, winching, recovery, or transport costs caused by the failed or delayed pickup.

24. INSURANCE

Honey-Do may require Customer to provide proof of commercial general liability and/or property or inland-marine coverage for the full replacement value of Equipment before release or continued rental. When required, Honey-Do may require that Honey-Do Equipment Rentals LLC be named as an additional insured and/or loss payee as applicable. Any insurance requirement does not reduce Customer's contractual responsibility unless Honey-Do expressly agrees in writing. Customer is responsible for deductibles, exclusions, uninsured losses, and amounts not paid by an insurer.

25. OPTIONAL DAMAGE OR RENTAL PROTECTION

If Honey-Do offers an optional damage waiver, rental protection plan, theft protection, or similar program, that program applies only if specifically shown as accepted and paid on the rental record. Such a program is not insurance and is subject to its own written exclusions, limits, and conditions. Unless a separate written program is provided, no waiver of Customer's responsibility for loss or damage is implied.

26. TITLE; NO OWNERSHIP INTEREST; LIENS

All Equipment remains the sole property of Honey-Do or its owner. Customer acquires no ownership or security interest. Customer shall keep Equipment free from liens, levies, attachments, and claims and shall immediately notify Honey-Do of any threatened seizure, lien, or legal process affecting Equipment.

27. DEFAULT; IMMEDIATE REMEDIES

Customer is in default if Customer: fails to pay amounts when due; fails to return Equipment as agreed; breaches this Agreement; provides materially false or misleading identification, payment, business, insurance, jobsite, operator, or other rental information; uses an unauthorized payment method; abandons, conceals, improperly relocates, subrents, sells, pledges, or encumbers Equipment; engages in



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an undisclosed straw rental or transfers primary possession to an undisclosed third party; refuses to disclose the Equipment's actual location; tampers with tracking or monitoring devices; uses Equipment unlawfully or dangerously; becomes insolvent; or creates circumstances in which Honey-Do reasonably believes its Equipment is at material risk of loss or damage. Subject to applicable law, Honey-Do may terminate the rental, refuse extensions, remotely restrict access where lawful and technically available, demand immediate return, and pursue lawful recovery or other remedies without providing a contractual cure period unless applicable law requires one.

28. RECOVERY AND REPOSSESSION COSTS

Upon default or expiration of Customer's right to possess Equipment, Customer shall promptly make Equipment available for return. To the extent permitted by law, Customer authorizes Honey-Do to recover its Equipment without breach of the peace and agrees to provide lawful access to the location where Equipment is kept. Customer is responsible for reasonable costs caused by Customer's default in locating, recovering, towing, transporting, storing, and restoring Equipment, together with other amounts recoverable by law.

29. FAILURE TO RETURN; LAW ENFORCEMENT

Customer understands that intentionally retaining rented Equipment beyond the authorized rental period, obtaining Equipment by false information, selling or concealing rented Equipment, or refusing to return Equipment after lawful demand may have civil and/or criminal consequences under applicable law. Honey-Do may report suspected theft, fraud, or unlawful retention to law enforcement when appropriate.

30. ASSUMPTION OF RISK

Customer understands that operating and being near construction, landscaping, forestry, agricultural, power, cutting, and similar Equipment involves inherent risks, including serious bodily injury, death, and property damage. Customer knowingly assumes the risks associated with Customer's selection, possession, transportation, and operation of Equipment, except to the extent a risk cannot lawfully be shifted or waived.

31. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS HONEY-DO EQUIPMENT RENTALS LLC AND ITS OWNERS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS FROM THIRD-PARTY CLAIMS, DEMANDS, ACTIONS, LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, COSTS, AND REASONABLE ATTORNEYS' FEES ARISING OUT OF OR RELATING TO: (A) CUSTOMER'S OR AN AUTHORIZED OR PERMITTED OPERATOR'S POSSESSION, TRANSPORTATION, STORAGE, LOADING, UNLOADING, OPERATION, USE, MISUSE, OR CONTROL OF THE EQUIPMENT; (B) BODILY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY CUSTOMER OR ANY PERSON CUSTOMER PERMITS TO USE, CONTROL, TRANSPORT, DIRECT, OR ASSIST WITH THE EQUIPMENT; (C) CLAIMS BY CUSTOMER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, GUESTS, INVITEES, OPERATORS, OR OTHER PERSONS UNDER CUSTOMER'S DIRECTION OR CONTROL; (D) DAMAGE TO A THIRD PARTY'S VEHICLE, BUILDING, LANDSCAPING, FENCE, DRIVEWAY, ROADWAY, UNDERGROUND OR OVERHEAD UTILITY, SEPTIC OR IRRIGATION SYSTEM, OR OTHER PROPERTY CAUSED BY CUSTOMER'S RENTAL ACTIVITIES; (E) CUSTOMER'S BREACH OF THIS AGREEMENT; OR (F) CUSTOMER'S VIOLATION OF LAW. CUSTOMER'S OBLIGATIONS APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SHALL NOT REQUIRE CUSTOMER TO INDEMNIFY HONEY-DO FOR GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT, OR OTHER LIABILITY THAT MAY NOT LAWFULLY BE SHIFTED. IF FLORIDA STATUTE § 725.06 OR ANOTHER ANTI-INDEMNITY LAW APPLIES TO A PARTICULAR PROJECT OR CLAIM, THIS SECTION SHALL BE LIMITED AND CONSTRUED TO THE MAXIMUM EXTENT LAWFULLY ENFORCEABLE. THIS SECTION SURVIVES RETURN OF THE EQUIPMENT AND TERMINATION OF THE RENTAL.

32. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY LAW, EQUIPMENT IS RENTED "AS IS" AND "WITH ALL FAULTS" AFTER CUSTOMER'S OPPORTUNITY TO INSPECT. HONEY-DO DISCLAIMS IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT SUCH WARRANTIES MAY LAWFULLY BE DISCLAIMED. HONEY-DO DOES NOT GUARANTEE THAT EQUIPMENT IS SUITABLE FOR CUSTOMER'S PARTICULAR PROJECT, SOIL, LOAD, PRODUCTION TARGET, ACCESS, OR SITE CONDITION. NOTHING IN THIS SECTION DISCLAIMS A DUTY OR LIABILITY THAT CANNOT LAWFULLY BE DISCLAIMED.

33. LIMITATION OF LIABILITY; CONSEQUENTIAL DAMAGES

TO THE FULLEST EXTENT PERMITTED BY LAW, HONEY-DO SHALL NOT BE LIABLE FOR CUSTOMER'S LOST PROFITS, LOST PRODUCTION, LOSS OF BUSINESS, PROJECT DELAY, SUBSTITUTE-EQUIPMENT COSTS, OR OTHER INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM A RENTAL, EQUIPMENT DOWNTIME, DELAYED DELIVERY/PICKUP, OR EQUIPMENT FAILURE. THIS LIMITATION DOES NOT APPLY TO LIABILITY THAT CANNOT LAWFULLY BE LIMITED.

34. NO GUARANTEE OF DELIVERY OR CONTINUOUS OPERATION

Delivery and pickup times are estimates unless Honey-Do expressly agrees otherwise in writing. Mechanical Equipment can fail. Honey-Do will use commercially reasonable efforts to address ordinary mechanical failures, but does not guarantee uninterrupted operation or availability of a substitute machine. Customer must stop using unsafe or malfunctioning Equipment as required by this Agreement. Honey-Do may, when reasonably necessary because of availability, maintenance, damage, prior-rental delay, or mechanical condition, offer or provide reasonably comparable substitute Equipment in place of a reserved unit. A substitute may differ in brand, model, age,



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appearance, controls, or specifications, and Customer remains responsible for determining that the substitute is suitable for the intended work before accepting or operating it. Customer is not required to accept a materially unsuitable substitute. Honey-Do shall not be responsible for delay, failure, interruption, or inability to deliver, pick up, service, repair, replace, or otherwise perform when caused by circumstances beyond Honey-Do's reasonable control, including hurricanes, tropical storms, flooding, tornadoes, lightning, wildfire, severe weather, road closures, evacuation orders, declared emergencies, acts of government, utility or communications outages, labor disruptions, transportation interruptions, supply-chain or parts shortages, fire, theft, vandalism, civil disturbance, acts of war or terrorism, epidemic or pandemic conditions, or other comparable events beyond Honey-Do's reasonable control. Honey-Do will use commercially reasonable efforts under the circumstances to resume performance when reasonably practicable. This provision does not excuse Customer's obligation to safeguard Equipment already in Customer's possession or to pay valid amounts that became due before or during such event, except to the extent applicable law requires otherwise.

35. CUSTOMER PROPERTY; PERSONAL ITEMS

Honey-Do is not responsible for tools, materials, personal property, data, or other items left in or on returned or recovered Equipment, except to the extent required by law. Customer should remove all personal property before return. Property left in or on Equipment after return or recovery may be removed, stored, or disposed of by Honey-Do as permitted by applicable law, and Customer may be responsible for reasonable handling or storage costs caused by abandoned property where lawful.

36. CHAINSAWS, CUTTING EQUIPMENT AND HIGH-RISK TOOLS

Chainsaws and cutting equipment shall be used only for their intended materials and applications. Chainsaw chains and bars shall not be intentionally operated in sand, dirt, soil, concrete, metal, or abrasive material unless specifically designed for that use. Customer acknowledges the elevated risk of kickback, cuts, falling material, flying debris, serious injury, and death, and agrees to use required personal protective equipment and follow manufacturer instructions. Damage caused by improper cutting material or operation may be charged to Customer.

37. TRENCHING, EXCAVATION AND UNDERGROUND UTILITIES

Customer is solely responsible for determining the presence and location of underground and overhead utilities, structures, septic systems, irrigation, fiber, electrical lines, gas lines, water lines, and other hazards before digging, trenching, augering, grading, or excavating. Customer shall contact 811 and any other required locating service and obtain private utility locating when appropriate. Honey-Do does not identify or warrant jobsite utility locations.

38. ENVIRONMENTAL AND HAZARDOUS MATERIALS

Customer shall not expose Equipment to hazardous, toxic, infectious, radioactive, corrosive, or regulated materials without Honey-Do's prior written approval. Customer is responsible for lawful handling, cleanup, decontamination, and disposal arising from Customer's use and shall disclose contamination before Equipment is returned or serviced.

39. NOTICES; ELECTRONIC COMMUNICATIONS

Customer consents to receiving rental records, invoices, notices, photographs, inspection records, and other communications by email, text message, electronic signature platform, or other contact information provided by Customer, except where law requires a different method. Customer shall keep contact information current. Formal notices may also be delivered by personal delivery, recognized overnight carrier, or certified mail.

40. GOVERNING LAW; VENUE

This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law rules. Subject to any law requiring a different venue, Customer agrees that any civil action arising from this Agreement shall be brought in a court of competent jurisdiction in Hernando County, Florida.

41. JURY TRIAL WAIVER - ATTORNEY REVIEW REQUIRED

TO THE EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN A DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RENTAL TRANSACTION. CUSTOMER ACKNOWLEDGES THAT THIS PROVISION SHOULD BE REVIEWED WITH COUNSEL BEFORE ACCEPTANCE. If a court determines this waiver is unenforceable, the remaining Agreement remains in effect.

42. SEVERABILITY; NO WAIVER; CUMULATIVE REMEDIES

If a provision is held invalid or unenforceable, it shall be enforced to the maximum extent permitted and the remaining provisions remain effective. Honey-Do's delay or failure to enforce a right is not a waiver. Rights and remedies are cumulative unless applicable law provides otherwise.

43. ASSIGNMENT

Customer may not assign this Agreement or transfer possession or control of Equipment without Honey-Do's prior written consent. Honey-Do may assign its payment rights or ownership-related rights as permitted by law.

44. ENTIRE AGREEMENT; CHANGES

This Agreement together with the applicable rental record/Invoice and any separately signed addendum constitutes the entire agreement concerning the rental and supersedes prior oral or written representations concerning the same subject. Changes must be in a writing or electronic record authorized by Honey-Do, except that rental-specific business terms may be documented on the applicable rental record/Invoice. Section headings are for convenience only and do not limit the scope of the provisions they introduce. Honey-Do's Master



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Rental Agreement, applicable rental record, and any Honey-Do-authorized addendum control over conflicting or additional terms contained in Customer's purchase order, work order, subcontract, vendor portal, acknowledgment, email footer, payment document, or other customer-issued document, unless Honey-Do expressly agrees to those specific terms in a writing signed or electronically authorized by Honey-Do. Honey-Do's acceptance of a purchase-order number, job number, account designation, third-party payment, or other administrative information does not constitute acceptance of Customer's additional or conflicting terms.

45. SURVIVAL

Customer's obligations concerning payment, damage, loss, replacement value, indemnification, collection, recovery costs, insurance, dispute provisions, and other provisions that by their nature should survive shall remain effective after return of Equipment or termination of the rental.

46. PREMISES; YARD; LOADING AND UNLOADING SAFETY

Customer acknowledges that Honey-Do's yard, parking areas, loading areas, trailers, ramps, trucks, Equipment, and surrounding premises are active commercial equipment areas and may contain moving machinery and vehicles, uneven or slippery surfaces, gravel, mud, water, oil, debris, ramps, steps, elevated surfaces, blind spots, pinch points, and other hazards. Customer and all persons accompanying Customer shall exercise reasonable care, obey posted warnings and reasonable instructions, remain clear of active loading and unloading operations, and shall not enter restricted areas or climb onto trucks, trailers, ramps, or Equipment unless authorized. Customer is responsible for supervising Customer's employees, contractors, guests, passengers, and minors accompanying Customer. Customer shall not invite or permit unnecessary third parties into active loading or equipment areas. Persons accompanying Customer who are not participating in the rental should remain in designated customer areas or inside their vehicle when directed by Honey-Do personnel.

47. CUSTOMER PARTICIPATION; ASSUMPTION OF RISK; RELEASE AND HOLD HARMLESS

Customer understands that voluntarily entering active loading areas or participating in loading, unloading, connecting, disconnecting, climbing on or off trailers or Equipment, chaining, strapping, securing, inspecting, or transporting Equipment involves risks including slips, trips, falls, crushing, pinching, shifting loads, unexpected Equipment movement, serious bodily injury, death, and property damage. TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, CUSTOMER KNOWINGLY AND VOLUNTARILY ASSUMES THE INHERENT AND ORDINARY RISKS OF CUSTOMER'S PARTICIPATION IN THOSE ACTIVITIES. TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, CUSTOMER AGREES TO RELEASE AND HOLD HARMLESS HONEY-DO EQUIPMENT RENTALS LLC AND ITS OWNERS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS FROM CLAIMS BY CUSTOMER ARISING FROM THOSE INHERENT OR ORDINARY RISKS, EXCEPT TO THE EXTENT A CLAIM RESULTS FROM LIABILITY THAT CANNOT LAWFULLY BE RELEASED OR WAIVED. Nothing in this section is intended to release gross negligence, willful or intentional misconduct, or any liability that Florida law does not permit to be released.

48. LOADING ASSISTANCE; CUSTOMER TRAILER AND LOAD SECUREMENT

Any assistance Honey-Do provides with loading, unloading, positioning, connecting, disconnecting, or initially placing Equipment on Customer's vehicle or trailer is provided as a convenience and does not constitute Honey-Do's approval or certification of Customer's tow vehicle, trailer, hitch, coupler, brakes, tires, axles, weight ratings, securement equipment, load distribution, or legal compliance. Customer remains responsible for determining that Customer's transportation equipment is safe, adequate, properly rated, and lawful. Before leaving Honey-Do's premises, Customer shall inspect and accept the final positioning and securement of the load and is responsible for maintaining and rechecking securement during transportation as required by law. Honey-Do may refuse to load or release Equipment when the proposed transportation arrangement appears unsafe or unlawful. Customer is also responsible for ensuring that any person assisting Customer with transportation or securement is competent and follows applicable safety requirements.

49. ELECTRONIC ACCEPTANCE; ELECTRONIC SIGNATURE

Customer agrees that this Agreement and each rental transaction may be accepted electronically. By clicking or selecting "I Agree," "Accept," "Sign," "Pay," or a similar electronic command; applying an electronic signature; completing payment after being presented with or provided access to these terms; or otherwise electronically confirming the rental, Customer intends to sign and be legally bound by this Agreement and the applicable rental record to the same extent as if signed on paper. Customer consents to the use of electronic records and signatures and acknowledges that Honey-Do may maintain electronic records showing the date, time, transaction, rental record, payment, signature, acceptance event, and related audit information. A printed or electronically stored copy of the accepted Agreement may be used as evidence of Customer's acceptance, subject to applicable law. If Customer is accepting on behalf of a business or other entity, Customer represents that the person completing the electronic acceptance is authorized to bind that entity.