



TOOLING RENTAL AGREEMENT

This Tooling Agreement ("Agreement") is effective as of the date of last signature ("Effective Date"), and is made between Titan Foundation Equipment LLC (Owner) organized under the laws of Texas in the United States of America with offices at 1821 West Lake Shore Dr. Alvarado Texas 76009 and _____ ("Renter").

Owner and Renter are hereinafter collectively referred to as "Parties". Owner rents to Renter and Renter rents from Owner, subject to the terms and conditions of this Agreement: ("Tooling").

1. Term. This Agreement shall commence on the effective date and remain in full force and effect until Tooling is returned. Rental period will automatically renew unless Tooling is returned on or before rental "end" date. Tooling returned before the end of the rental period will NOT be given any pro-rated credit.

No payments made for rental of tooling shall be applied to any tooling that is subsequently purchased by renter.

2. Payment. Renter shall pay the following:

S/N OR SKU	Description	Day	Week	4 Week	Replacement Value	Start Date

Renter PO# _____
Job _____
City _____ State _____

and authorize Owner (Titan Foundation Equipment LLC) to bill Renter's open account an amount equal to all payments and fees due under this Agreement. Renter shall also pay other charges in accordance with this Agreement due upon return of Tooling, to the fullest extent allowed by law, including but not limited to:

- a) charges for optional services, if any;
- b) applicable taxes;
- c) loss of, or damage or repair to the Tooling, loss of use, diminution of the Tooling's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
- d) unless due to the fault of Owner, all fines, penalties, court costs and other expenses relating to the Tooling assessed against Owner or the Tooling during the rental Term;
- e) all expenses Owner incurs due to Renter's failure to return the Tooling including costs in locating and recovering the Tooling;
- f) all costs incurred to collect unpaid monies due; and

RPO (Rental Purchase Option). Renter has the option to transfer the above Tooling to a Purchase, all payments made, providing they are made on time will be applied at _____% towards the Above Replacement Value.

Security Deposit. In addition to the fees listed in Section 2, Renter shall pay a deposit of \$_____ at the time this Agreement is signed. Owner may use the deposit to cover any amounts due under this Agreement.

Late Payment. If Renter fails to make any installment payment within TEN (10) days of the due date, Renter shall pay a surcharge of \$10.00 per day for late payments.

Care of Equipment. Tooling can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Owner's instructions or manuals.

Repair and Alterations. The costs of all repairs made during the Term shall be paid by Renter, including but not limited to labor, material, parts and other items. Tooling shall not be serviced or repaired, and parts and accessories shall not be replaced without Owner's prior consent.

Insurance. Renter must carry insurance satisfactory to Owner equal to the value of the Tooling to ensure its full replacement, unless agreed otherwise in writing by Owner.

Restrictions on Use. Renter shall not:

- a) use the Tooling or permit it to be operated or used in violation of law;
- b) use the Tooling or permit it to be used to commit a violation of law; and/or
- c) use, maintain or store the Tooling in a manner likely to cause damage to the Tooling.

Loss or Damage. Renter shall alert Owner to any damage to the Tooling. Renter shall be responsible for any loss or damage to Tooling and loss of use, diminution of the Tooling value caused by damage to it or repair to it and missing equipment.

Condition of Tooling. Renter acknowledges that Renter has examined the Tooling and that it is in good condition except as otherwise specified in the Checklist. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Return of Tooling. Renter shall return Tooling in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Tooling to the agreed return location. Owner reserves the right to take any action necessary to regain possession of the Equipment.

Termination. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

Indemnification and Liability. Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF TOOLING, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

Ownership. Owner shall at all times retain ownership and title to the Tooling. Renter shall immediately notify Owner in the event Tooling is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Tooling shall be deemed at all times to be personal property, whether or not it may be attached to any other property.

Waiver. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

Serve-ability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

Assignment. Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

Headings. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

Counterparts. This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Delivery/Pickup. If Renter chooses to have Titan Foundation Equipment LLC deliver and pick up Tooling, Renter agrees to pay Deliver and Pickup Service Charge

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

Titan Foundation Equipment LLC.

Company Name

Printed Name

Printed Name

Signature

Signature

Title

Title

Date

Date



P: 307-368-2744 E: sales@titanfoundationequip.com

Equipment Lease Agreement

LESSEE:	LESSOR: Titan Foundation Equipment LLC
Contact:	Contact: Tyler Weder
Phone:	Phone: 903-900-8522
Email:	Email: Tyler@titanfoundationequip.com

Titan Foundation Equipment, LLC ("Lessor") and the entity or person listed as the "Lessee" in the box above ("Lessee") are entering into this Equipment Lease ("Lease") as of the date listed in the "Date Ordered" field in Section 2. Lessor and Lessee hereby agree as follows:

1. Equipment Leased: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, all equipment named and identified in Section 2 (Description of Equipment) (the "Equipment"). During the lease period, Lessee shall ensure that each article of Equipment remains in Lessee's possession. Lessee shall not assign, sublease, sublicense, or permit any third party to use or possess the Equipment without Lessor's prior written consent.

2. Description of Equipment:

Year:	Truck or Excavator Make:		
Make:	Truck or Excavator Serial #:		
Model	Truck Mileage:		
Drill Rig Serial Number:	Mast Kit Serial #:		
Configuration:	Kelly Bar:	Stem Drive:	Elements/Depth:
Current Hours:	Serial#:		
Date Ordered:	PO#:	Project:	
Leased Equipment Location:			
Site Contact Name:	Phone Number:	All Freight:	
One Week (7days) Rate:	Four Week Rate:		
Available after day Rental Period has been met	Taxes not included		
First Month's Rent Due Before Shipment:	Plus applicable Taxes		
Expected Term of Lease: Monthly rate			
Terms:	Per:	SR:	
Additional Terms: Lease payments due net 30 days from date of invoice. Lessor may charge interest at 1.5% per month on any unpaid, past due balance. No daily pro-rate is provided if equipment is returned early. Lessee shall make all payments under this lease in U.S. Dollars and in immediately available funds.			
Insurance Requirements: Lessee must provide a certificate of insurance naming Titan Foundation Equipment, LLC as an "Additional Insured-Certificate Holder" and Listing Titan Foundation Equipment, LLC as a "Loss Payee" prior to Lessor making the Equipment available for pick-up. Property Damage \$675,000., Liability \$1,500,000. All Yellow highlighted fields on this agreement are the required information to be listed on the COI			

Lessee Initials: _____
Titan Foundation Equipment
Lease Agreement 2024



P: 307-368-2744 E: Sales@titanfoundationequip.com

3. Start Date: Lease period begins on the earlier of _____, ¹ or when the Equipment is picked up. Lessor will make the Equipment available to Lessee at the start of the lease period.
4. End Date: Lease period ends when all equipment has been returned to Titan Foundation Equipment's Yard
5. Drill Usage Hours: Rental rates are based on usage hours: Daily - 10 hours, Weekly - 50 hours, Four Weeks – 200 hours. Lessor may charge 1/160th of the highest monthly rental rate price listed on Page 1 the average rate (based on the aforementioned usage) per hour for any use in excess of allowed hours. Excess hour charges are cumulative over lease period assessed at the time the Equipment is returned.
6. Usage Mileage on Truck: Rental rates are based on usage miles: Daily - 44 miles, Weekly - 312 miles, Four Weeks – 1,250 miles. Additional miles will be invoiced at \$1.50 per mile over 1,250 (based on the aforementioned usage) per mile for any use in excess of allowed miles. Excess mile charges are cumulative over lease period assessed at the time the Equipment is returned.
7. Usage Hours on Truck Engine: Rental rates are based on usage hours of driving: 1,250 miles at 45 MPH per Four Weeks equates to 28 hours per Four Weeks. Additional hours will be invoiced at \$90.00 per hour over 28 hours (based on the aforementioned usage) per hour for any use in excess of allowed hours. Excess hour charges are cumulative over lease period assessed at the time the Equipment is returned.
8. Use: Lessee will ensure that the Equipment is only used in a careful and proper manner for its intended purpose and consistent with Lessor's (and the manufacturer's) instructions or manuals.
9. Restrictions on Use: Lessee shall not: (a) permit the Equipment to be used by any person who is not authorized and or trained to use such Equipment; (b) use the Equipment as a crane; (c) operate or use the Equipment (or permit it to be operated or used) in violation of law; nor (d) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment or otherwise inconsistent with the manuals or maintenance guides.
10. Title: Title to the Equipment remains with Lessor throughout the lease period, and Lessee shall acquire no right, title, or interest in the Equipment except as provided in Section 8. Lessee shall not pledge or encumber the Equipment in any way except for liens permitted by Lessor in its sole discretion. Lessee shall bear all risk of loss, damage, destruction, theft, and condemnation to or of the Equipment from any cause whatsoever ("Loss") from the start date of the lease (as per Section 3) until the Equipment has been returned to Lessor to its designated destination.
11. Condition on Start & Return: The Condition of Equipment Checklist attached is hereby incorporated by reference. Lessee acknowledges that Lessor has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist. Equipment will be provided in reasonable working condition, and Lessee will return the Equipment at its expense in the same working condition, less normal wear and tear. Lessee will return Equipment full of fuel, DEF, lubricants any other viable fluids need for proper operation. If Equipment is not returned in this condition, Lessee shall pay Lessor fully for any and all damage, maintenance, repair, and transportation charges incurred in restoring the Equipment, plus the diminution in value and lost rental costs during any downtime or lost time due to the damage. To the extent the Equipment is not returned in a condition consistent with this Section, additional fees, as determined by Lessor, may apply.
12. Inspection & Remedies: Lessee must inspect the Equipment when it is made available to Lessee. If Lessee does not notify Lessor and receive acknowledgment by email to Tyler@titanfoundationequip.com of any defect in Equipment within three days of Lessor's receipt of the notice, Lessee is deemed to have accepted the Equipment and acknowledged its good condition. If Lessee identifies defects at time of original pickup or timely notifies Lessor in accordance with this Section of a defect, Lessor shall be permitted to: (a) repair or replace the Equipment within reasonable time and without charge to Lessee, or (b) terminate this Lease without liability to Lessee. Lessor is not required to repair or replace the Equipment without charge where the Equipment has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Lessor. THESE ARE LESSEE'S SOLE AND EXCLUSIVE REMEDIES, AND LESSOR'S ENTIRE LIABILITY, FOR ANY DEFECTS IN THE EQUIPMENT.
13. Notice of Loss or Damage: Lessee shall quickly alert Lessor of any Loss or damage to the Equipment while the Equipment is on lease. Lessee is responsible for any Loss or damage to Equipment during the lease period, including loss of use, and any diminution of the Equipment's value caused by damage to it or repair to it.
14. Disclaimer. LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, AND USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST INTERFERENCE, TITLE AND NON-INFRINGEMENT.
15. Labor Issues: In the event of strike or labor dispute at the Lessee's site or any other location where the Equipment is or will be in use, Lessor may: (a) refuse to supply or repair Equipment, or (b) remove said Equipment from the Lessee's possession, all with Lessee's full cooperation.
16. Insurance: As provided in Section 2, Lessee must maintain Equipment floater insurance coverage, on an all-risk basis, during the entire lease period and have Titan Foundation Equipment, LLC named as additional insured for the leased Equipment. If Equipment is to be used in any marine application, an additional waterborne policy clause must be included. Lessee must provide certificate of insurance to Lessor with the valuation in that insurance set at fair value for basis of Loss determination. Lessee must provide Lessor with at least 30 days' notice of any cancellation of any insurance policy which may affect Lessor's insured coverage.
17. Indemnity: Lessee will indemnify, defend, and hold Lessor harmless Lessor from all losses, damage claims, expenses, suits, demands, judgment or liabilities for bodily injury, death or property damage contributed to, caused by, or resulting from the selection, delivery, use, maintenance, service, or possession of the Equipment.
18. Maintenance: Maintenance of Equipment is the Lessee's sole responsibility, including but not limited to preventive maintenance (oil changes and filters changes), periodic (daily maintenance) lubricating all parts as instructed by Lessor and manufactures guidelines. Lessee must submit a record of the maintenance to Lessor electronically on a monthly basis.

Lessee Initials: _____



P: 307-368-2744 E: sales@titanfoundationequip.com

20. Precautionary UCC-1 Financing Statement: Lessee authorizes Lessor to file precautionary Uniform Commercial Code financing statements and other similar filings and recordings with respect to the Equipment. Lessee agrees not to file any corrective or termination statements or partial releases with respect to any UCC financing statements or other similar filings or recordings filed by Lessor in connection with the Equipment except (a) if Lessor fails to file a corrective or termination statement or release on request from Lessee after the expiration or earlier termination of this Lease, or (b) with Lessor's consent.

21. Equipment Location: Lessee shall not remove the Equipment from the state listed in the "Leased Equipment Location" field of Section 2 without first obtaining Lessor's written consent.

22. No-Tax PUC Fuel: Use of Red Dye Fuel or other no-tax PUC fuel is prohibited from use in any propulsion tank of vehicles registered and licensed, or required to be register and licensed, for use on any highway or public road.

23. Tolls: Any road/bridge tolls not paid by the customer will be billed separately for the tolls plus an administrative fee off \$25 per toll.

24. Daily Trip Logs: In case of IFTA or IRP audits daily trip logs are to be available for inspection and review.

25. Default: If Lessee violates any provision of this Lease, Lessor is entitled to any or all of the following remedies without liability to Lessee: (a) Lessor may terminate the Lease without liability to Lessee and cancel the Lessee's right to access and use the Equipment, (b) Lessor may remove and repossess the Equipment, and (c) Lessor is entitled to rent from Lessee for entire lease period specified herein. Lessee further agrees to reimburse Lessor for all reasonable collection costs, including attorney's fees and court costs.

26. LIMITATION OF LIABILITY: IN NO EVENT SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS LEASE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT LESSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND EVEN IF ANY AGREED OR OTHER REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL LESSOR'S AGGREGATE LIABILITY UNDER THIS LEASE EXCEED THE TOTAL OF THE AMOUNTS PAID TO LESSOR HEREUNDER OR \$500,000, WHICHEVER IS LESS.

27. Texas Law & Venue: This Lease, and all matters arising out of or relating to this Lease, are governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflict of laws provisions. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the Northern District of Texas or the Texas state courts located in Tarrant County, TX, and any legal suit, action or proceeding arising out of or related to this Lease must be instituted in those courts.

28. WAIVER OF JURY TRIAL: EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS LEASE IS LIKELY TO INVOLVE COMPLEX, TECHNICAL OR DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS LEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

29. Entire Lease: This Lease is the entire agreement related to the subject matter hereof. No modification to this Lease will be binding upon any of the parties herein, unless set forth in writing by mutual consent of the parties hereto.

30. Notices: All notices required to be given under this Lease must be made at the address set forth on the first page. Notice will be deemed to have been received hereunder, upon receipt if delivered personally, the next business day if sent by overnight courier, or five business days after it is sent by certified mail.

31. Miscellaneous: If any part or provision of this Lease is determined to be invalid or unenforceable, the remaining parts and provisions of this Lease that can be separated from the invalid, unenforceable provision will continue in effect. This Lease may be executed in any number of counterparts (including by exchange of PDFs), each of which is deemed an original and shall be enforceable against the parties executing those counterparts, and all of which together shall constitute one instrument.

32. LESSEE ACKNOWLEDGES THAT IT RECEIVED A COPY OF THIS LEASE, AND THAT IT READ AND UNDERSTOOD THE LEASE.

Lessee: _____

Lessor: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____