



EQUIPMENT RENTAL AGREEMENT #1791979

Remit To:
PO Box 903
Louisville, MS 39339

This Agreement ('The Agreement') is made by and between Taylor Sudden Service ('Lessor') and:

('Lessee'): GRAND PANAMA	203 893 8911	Date:	1/31/2025
11800 FRONT BEACH ROAD		Begin Date:	5/12/2025
PANAMA CITY BEACH, FL 32407-0600		End Date:	10/6/2025
		Salesman:	583 - 583
Ship To: 11800 FRONT BEACH ROAD		Orig Branch:	031
PANAMA CITY BEACH, FL 32407-0600		Branch Phone:	850-807-0559
		Customer PO:	

Contact:	Phone #2:	Cell:	Email:
Rich Banks	203 893 8911	203 893 8911	rich@maxet.net

The Lessor does hereby lease the following described equipment ('The Equipment'). Lessee shall pay for the Equipment according to the following Rate Type and Rate:

EQUIPMENT SERVICES

#	Unit No	Size	Model	Unit Serial		
1	6503	560 KW	TM704	21.67749		
#	Configuration	Beg Hr	Insured	Rate Type	Rate Period	Rate
1	480V 3 PH	2495	\$229,800.20	SINGLE SHIFT	MONTHLY	\$6,800.00

ADDITIONAL EQUIPMENT SERVICES

Service Description	Service Related Comment	Qty	Rate
FREIGHT	Return: Grand Panama to SSI Mobile AL	1	\$1,200.00
SPEC - HOOK UP FEE	HOOK UP FEE Terminate Rental to Current Emergency Standby Generator	1	\$1,300.00
SPEC - CABLE - MONTHLY 4/0 X 50'	Cables and pigtails 17 of each	17	\$1,615.00
FREIGHT	To: SSI Mobile to Grand Panama	1	\$1,200.00
SERVICES TOTAL			\$12,115.00 *

#	Comments
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* Plus Tax, from Agreement/Start Date until Equipment is returned to Lessor's place of business.

Rental is payable in advance. DELIVERY, RETURN, PICK-UP, FUEL, WIRING, INSTALLATION, LOADING, UNLOADING, ROUTINE MAINTENANCE, INSURANCE, SAFETY, CLEANING AND REPLACEMENT are the sole responsibility of the Lessee.

Place Of Use - The Equipment shall be used at the above Unit Location. Lessee shall inform Lessor of any proposed movement of the Equipment to another location other than set forth above at least two (2) business days before such proposed move. Lessee shall allow Lessor to inspect Equipment at any time. Lessor may remove Equipment from any location without notice to Lessee, if in the sole opinion of Lessor, Equipment is being used beyond its capacity or is being improperly cared for or abused.

TITLE - Lessee recognizes that title to the Equipment is in Lessor's name and will remain in Lessor's name throughout the term of this Agreement

TERMS OF RENTAL	Rental Day = 24 Hours	Rental Week = 7 Days	Rental Month = 28 Days	
	DAY	WEEK	MONTH	
Single Shift Max Run time	8 Hours	40 Hours	160 Hours	Single Shift Rate (X) 1.5*
Double Shift Max Run time	16 Hours	80 Hours	320 Hours	Double Shift Rate (X) 2.0*
Continuous	Unlimited	Unlimited	Unlimited	Not Applicable

RATE CHANGE - Rental Rates can be converted from daily to weekly or weekly to monthly starting on the date of Lessee notifying Lessor that equipment will be rented for a longer duration than originally planned. Rental rates will not be converted back to the original Start Date.

CABLE - The Lessee shall be responsible for any charges incurred for lost or damaged cables as follows: All Cables will be inspected prior to leaving the premise and upon return from Lessee. Any damages to cables will be assigned into one of two groups; Damaged Cable and/or Cut Cable End. Charges for Damaged Cable will be \$500.00 per 50ft. Length of cable. Charges for Cut Cable End will be \$150.00 per end. Cable Ends that have been cut more than 1 Ft. will be considered a Damaged Cable. Lost or damaged Cable End Whip will be replaced at a charge of \$150.00 each.

TERMINATION - For failure to pay rent when due, Lessor may at its election, terminate this Agreement and the Lessee shall, at its expense, return the Equipment to the Lessor.

SAFE OPERATION - Lessee's operation of the Equipment shall be in compliance with all laws and regulations related to safety, pollution and environmental protection as well as all other laws and regulations. Lessee shall be solely responsible for the safe operation of the Equipment. Lessee acknowledges that it was given an opportunity to, and did, inspect the Equipment for adequate safety equipment and that the Equipment met or exceeded all statutory requirements and/or good safety practice standards for the Lessee's business. Lessee agrees it will do safety checks on the Equipment as required by law and/or by its own safety practice standards, and will follow all safety instructions supplied with, or written on, the Equipment.

COST AND ATTORNEY'S FEES - If an action is commenced by Lessor or if Lessor is required to retain an attorney to enforce any of the Lessor's rights, and Lessor prevails, Lessee agrees to pay Lessor's actual attorney's fees and all other costs of enforcement. This Agreement shall be construed in accordance with the laws of the State of Mississippi to the exclusion of its rules on the conflicts of law.

CLEANING, REPLACEMENT, MAINTENANCE AND REPAIR - Lessee shall return Equipment to Lessor's place of business in the same condition as when received by Lessee, normal wear expected. In the event the Equipment has been lost, stolen or is excessively dirty Lessee shall pay Lessor the cost incurred to clean or replace. Lessee, at its expense, shall be responsible for routine maintenance of the Equipment while in its possession including a 250 Hour oil and filter change and all tire repairs. Lessor shall be responsible for repairing or replacing (at its option) Equipment, after written notification by Lessee, or any condition that makes Equipment unserviceable and which arises from Equipment failure under normal operating conditions. Lessee shall pay for all other repairs ('Other Repairs'). Any other Repairs desired by Lessee shall be made at Lessee's sole expense by Lessor at its regular rates for repair work or by another approved service company in advance in writing by Lessor. Lessee is not authorized to incur for Lessor's account any expense in repairing or replacing Equipment without the advance written consent of the Lessor.

LIMITED WARRANTY - Lessee has selected Equipment and has independently determined it is suitable for the Lessee's intended use solely relying upon Lessee's own judgement. Lessor's sole warranty is that Equipment when delivered to Lessee is in serviceable condition. Lessee will, within 24 hours following delivery, inspect the condition of Equipment and within such time Lessee shall notify Lessor by fax or certified mail of any claim of defect stating it in detail. If Lessee does not notify Lessor, Lessee accepts Equipment as being in safe and serviceable condition. EQUIPMENT IS LEASED WITHOUT ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

DAMAGE LIMITATION - LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING LOST PROFITS RESULT IN ANY DEFECT, INEFFICIENCY OR BREAKAGE OF EQUIPMENT. IT IS FURTHER UNDERSTOOD AND AGREED THAT RECOVERY OF DAMAGE BY LESSEE SHALL NOT EXCEED THE TOTAL AMOUNT OF RENTAL ACTUALLY COLLECTED UNDER THIS AGREEMENT.

INSURANCE AND INDEMNITY - Risk of loss of Equipment passes to Lessee when Equipment leaves Lessor's location. Lessee warrants that before Equipment leaves Lessor's location, it has insurance that insures Equipment against loss by fire, theft, and provides all normal extended risk coverage in an amount equal to the value of the Equipment in the amount displayed above and insures against liability arising out of its use. Lessee agrees to indemnify, defend and hold harmless from all actions, claims and demands asserted against Lessor by any person or entity on account of all violations of law, personal injury and property damage claimed to be connected with Equipment and arising during the term of the Agreement, excluding only claims based on the Lessor's sole, gross negligence. The Agreement constitutes the complete Agreement between the parties. Lessee shall not assign its rights under the Agreement, nor the right to use the Equipment, without the consent, in writing of the Lessor first obtained. No modification of the Agreement shall be binding on either party unless made in writing executed by Lessor.

ARBITRATION - The Lessee and Lessor agree that any and all claims, disputes and/or controversies ('claims') between Lessee and Lessor shall be resolved by binding arbitration administered by the American Arbitration Association. The Arbitration shall be heard and decided by one qualified Arbitrator selected by mutual agreement of the parties. Failing such agreement each party shall select one qualified Arbitrator and the two selected shall select a third. The parties agree that the decision of the Arbitrator(s) shall be final and enforceable through a court proceeding. All parties hereto agree to arbitration for their individual respective anticipated benefit of reduce costs of pursuing resolution of a claim should one arise. The parties acknowledge that by signing this Agreement, both parties are giving up the right to a jury trial for all claims which may arise out of this Agreement. This arbitration clause shall also bind the Lessor and Lessee's successors, heirs or assigns. The undersigned acknowledge that each of them has read and understands this Agreement, including the arbitration provision, and that each of them voluntarily consents to and accepts all of its terms and conditions.

On Month _____ Day _____ Year _____

Print Name of Signee

(For) Taylor Sudden Service, Inc (Lessor)

Print Name of Signee

(For) GRAND PANAMA (Lessee)