

TNT RENTAL LLC — TERMS AND CONDITIONS

1. Parties and Equipment

This Agreement is between TNT Rental LLC ("TNT," "Company," "we," "us," or "our") and the renter identified on the front page ("Renter," "you," or "your"). The trailer and listed accessories are the "Trailer" and "Rental Equipment." Equipment may be owned by Cyber Hotshots LLC or another affiliate and rented to you by TNT Rental LLC.

2. Rental Term

The rental begins on the checkout date and time shown on the front page and ends only when the Trailer is physically returned to the agreed return location, all Rental Equipment is returned, and TNT completes a return intake or otherwise acknowledges return. Returning after hours does not end your responsibility until TNT can inspect and take possession.

3. Mandatory Proof of Tow-Vehicle Insurance

Before release of the Trailer, Renter must provide current proof of liability insurance for the towing vehicle. TNT may refuse the rental if proof is missing, expired, inconsistent, or appears insufficient. Renter authorizes TNT to contact the listed insurer, agent, or broker to verify policy status and apparent activeness, but TNT is not obligated to complete any verification and is not guaranteeing the scope of the Renter's coverage.

4. No Insurance Provided to Renter

Unless a separate written damage waiver or insurance product expressly states otherwise, no insurance coverage is being sold or provided to Renter by TNT Rental LLC, Cyber Hotshots LLC, or their affiliates for Renter's benefit. TNT and its affiliates are not acting as Renter's insurance agent, broker, or insurer. Renter is solely responsible for determining whether Renter's own insurance covers towing, trailer damage, loss, theft, liability, cargo, or other exposures.

5. Rates, Deposit, Charges, and Taxes

Renter agrees to pay the rental rate, optional equipment charges, pickup or delivery charges, cleaning charges if applicable, late return charges, taxes, card processing charges if separately disclosed, traffic/toll/parking charges, recovery or collection charges permitted by this Agreement, and all other amounts listed on the front page or later incurred under this Agreement.

A refundable security deposit of **\$250, \$500, or \$750** is required prior to rental, determined by trailer value and disclosed at the time of booking. The deposit is collected as a credit card authorization hold and will be released within **five (5) business days** of trailer return, provided no damage, missing equipment, cleaning charges, or other amounts remain outstanding under this Agreement. If the rental is denied due to background check results prior to trailer release, the authorization hold will be released within five (5) business days at no charge to Renter.

Any security deposit or portion thereof may be applied to unpaid rent, damage, missing equipment, cleaning, tolls, citations, collection costs, or other amounts due and does not limit total liability.

6. Authorized Drivers and Eligibility

Only the Renter and any additional driver specifically approved in writing by TNT may tow the Trailer. Each authorized driver must hold a valid driver license, be legally permitted to tow in the jurisdictions of travel, and have sufficient experience to tow safely. Renter represents that no authorized driver is impaired, suspended, or using the Trailer for any unlawful purpose.

7. Tow Vehicle and Safety Certifications

Before departure, Renter certifies that the towing vehicle is mechanically sound, properly registered and insured, rated by its manufacturer to tow the loaded Trailer, equipped with the correct ball size and hitch class, has working lights and connectors, has safety chains connected, and has a brake controller and breakaway setup if required by law or equipment specifications. Cargo must be properly distributed and secured.

8. Inspection and Acceptance

Renter has had a reasonable opportunity to inspect the Trailer and Rental Equipment before taking possession, or voluntarily chose not to do so. By accepting the Trailer, Renter acknowledges that, except as specifically noted on the checkout inspection or photos, the Trailer is in acceptable condition for the rental purpose disclosed to TNT. Renter agrees to return the Trailer in substantially the same condition, ordinary wear excepted.

9. Permitted Use / Prohibited Use

The Trailer may be used only for lawful transportation of property for the purpose disclosed to TNT and only within the geographic area approved by TNT. The Trailer may not be used by an unauthorized driver, to carry passengers or animals inside the Trailer, while overloaded or improperly balanced, outside the approved territory, in any race or stunt, while the driver is impaired, or in any manner that violates law, insurance requirements, or manufacturer limits.

10. Maintenance, Tire Damage, and Breakdown

Renter must stop use immediately if the Trailer becomes unsafe, damaged, stolen, disabled, or involved in a collision. Renter must promptly notify TNT and follow reasonable instructions. No repair, parts purchase, tire replacement, locksmith service, or roadside service may be charged to TNT without prior approval, except where immediate action is reasonably necessary to prevent further damage or danger and TNT cannot be reached after reasonable effort.

11. Accidents, Theft, and Reporting

Renter must notify TNT as soon as reasonably possible, and no later than twenty-four (24) hours after any collision, theft, vandalism, loss, impound, or damage event. Where appropriate, Renter must also notify law enforcement, obtain an incident report number, identify witnesses if available, and cooperate with TNT and any insurers in the handling of the matter.

12. Allocation of Risk; Renter Responsibility for Damage

Except to the extent caused by TNT's or a protected company party's gross negligence, willful misconduct, or a material defect actually known and not disclosed when disclosure was required, Renter is responsible for loss of or damage to the Trailer and Rental Equipment during the rental term, including theft, vandalism, collision damage, tire and wheel damage, door damage, loading damage, and damage caused by improper hitching, loading, backing, clearance, or unsecured cargo.

13. Measure of Damage

If Renter is responsible for damage or loss, TNT may recover the reasonable cost to repair the Trailer plus reasonable towing, storage, appraisal, and administrative handling directly related to the event. If the Trailer is a total loss or is not economically repairable, TNT may recover its actual cash value immediately before the loss, less salvage if retained. TNT may also recover documented loss of use for the reasonable repair or replacement period and documented diminished value where allowed by law and reasonably supported by the facts.

14. Return Condition and Cleaning

Renter must remove all personal property and return the Trailer broom-clean and free of unusual debris, odors, spills, mud, hazardous residue, and excess adhesive or tape. If unusual cleaning, deodorizing, hazardous-material handling, or dump fees are required, Renter agrees to pay TNT's reasonable actual charges or the disclosed cleaning fee schedule, whichever is stated on the front page.

15. Late Return and Holdover

If the Trailer is returned late without TNT's written consent, Renter agrees to pay the disclosed late return charge and any resulting lost rental or rescheduling damage to the extent permitted by law and reasonably caused by the delay. TNT may also treat a material unauthorized holdover as a default under this Agreement.

16. Tolls, Citations, Impound, and Administrative Handling

Renter is responsible for all tolls, parking charges, moving violations, impound fees, storage fees, and similar charges arising during the rental term. Renter also agrees to pay any separately disclosed administrative handling charge for processing those items, plus the underlying amount charged by the issuing authority.

17. Indemnity

To the fullest extent permitted by law, Renter agrees to defend, indemnify, and hold harmless TNT Rental LLC, Cyber Hotshots LLC, their affiliates, and their respective owners, managers, members, employees, and agents from third-party claims, liabilities, damages, costs, and reasonable attorney's fees arising out of Renter's possession, towing, loading, storage, or use of the Trailer, except to the extent finally determined to have been caused by a protected company party's gross negligence or willful misconduct.

18. Warranty Disclaimer

THE TRAILER AND RENTAL EQUIPMENT ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND WITHOUT ANY GUARANTEE OF UNINTERRUPTED OR ERROR-FREE USE EXCEPT AS EXPRESSLY STATED IN WRITING. TNT DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY TENNESSEE LAW, ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE.

19. Limits on Company Liability

Nothing in this Agreement waives any right that cannot be waived under applicable law. TNT does not disclaim liability for its own gross negligence, willful misconduct, or a defect actually known and not disclosed when disclosure was required. Subject to that sentence and to applicable law, TNT shall not be liable for indirect, incidental, special, exemplary, or consequential damages, including lost profits, downtime, or substitute vehicle costs.

20. Default, Recovery, and Personal Property

Renter is in default if the Trailer is not returned on time, false information is provided, the Trailer is used in a prohibited manner, amounts due are not paid, the Trailer is impounded or abandoned, or this Agreement is materially breached. Upon default, TNT and/or the owner-affiliate may recover the Trailer and Rental Equipment, with or without notice, to the extent permitted by law and without breach of the peace. Personal property left in the Trailer after return or recovery may be stored at Renter's expense and disposed of as permitted by law after any required notice.

21. Payment Authorization

If Renter provides a payment card, ACH authorization, or other payment method, Renter authorizes TNT to charge amounts due under this Agreement, including later-posted charges for damage, missing equipment, tolls, citations, collection costs, taxes, and other charges authorized by this Agreement. TNT will provide an invoice or charge detail on request.

22. Governing Law and Venue

This Agreement shall be governed by Tennessee law. For any dispute not subject to mandatory federal jurisdiction, venue shall lie in the state courts serving Shelby County, Tennessee. If a claim is properly filed in federal court, venue shall lie in the United States District Court serving the Western District of Tennessee. This section does not waive any non-waivable consumer right under Tennessee law.

23. Consumer Protection Savings Clause

No provision of this Agreement is intended to waive, limit, or vary any right that cannot lawfully be waived under the Tennessee Consumer Protection Act or other applicable law. If any provision is found unenforceable, the remainder shall remain in effect to the fullest extent permitted by law, and the unenforceable provision shall be reformed only to the minimum extent necessary for enforceability.

24. Entire Agreement / Modifications

This Agreement, the front-page rental form, the inspection checklist, the inventory sheet, any attached damage waiver, and any signed addenda together constitute the entire agreement. No oral statement changes this Agreement. Any amendment must be in a written document or electronic record accepted by TNT.

25. Prevailing Party Fees

In any action arising out of this Agreement, the prevailing party may recover reasonable attorney's fees, court costs, and recoverable expenses to the extent permitted by applicable law.