



Bid for Browning High School Roof

FROM:

Edwards Construction
Kelly Edwards
PO Box 2423
Browning, MT 59417
406-450-5330

BILL TO:

Browning Public Schools
Reed Reagan
129 1st Ave SE
Browning, MT 59417

DESCRIPTION:

Replace, repair, travel to Missoula to pick up materials
Disposal of existing materials
Labor

Total:

\$58,000.00

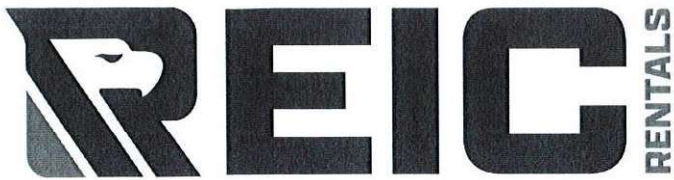
A handwritten signature in blue ink, consisting of a large, stylized 'S' or 'B' shape with a diagonal line crossing through it.

968351

SOLD TO Browning Public Schools		SHIP TO Edwards Construction	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.
		DATE	

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		transporting materials from Muskegon to Browning			1000.00
		rental of forklift reach out 8000/9000#			5187.15
		scissor lift - lift crew to + from roof			3000.00
		labor / insurance / payroll			48,812.85
					\$58,000.00

© edwards 5840
00-15



RENTAL RESERVATION

1215 38TH ST N
GREAT FALLS, MT 59405
PH: 406-453-5756 FX: 406-453-1237

Reservation # 402561
Contract Date 08/12/26
Date Out 08/12/26 08:00 AM
Est Return 09/09/26 08:00 AM

Customer #: 437603
EDWARDS CONSTRUCTION
232 NORTH BOUNDARY ST
BROWNING, MT 59417
C#: 406-450-5330

Job Site:
BROWNING HIGH SCHOOL
100 US 89
BROWNING, MT 59417
J#: 406-450-5330
Contact: KELLY

Ordered By: KELLY	Purchase Order Number:	Proposal #:	Customer Job Ref No:	Terms:
Written By: ROSEMARY D. CARBIS	Sales Rep: 1016 HOUSE ACCOUNT		Time Printed: 08/05/26 10:42 AM	Location: 1016

Qty	Equipment #	Cat-Class	Min	Day	Week	4 Week	Amount
1.00	2052050	205-2050	450.00	450.00	1,200.00	2,895.00	2,895.00
	FORKLIFT, REACHOUT 8000/9000#						

Estimated Sub-Total Rental: 2,895.00

SALES ITEMS

Qty	Description	Unit	Price	Amount
1.00	ENVIRONMENTAL FEES	EACH	86.85	86.85
1.00	RENTAL VEHICLE TAX (RVT)	EACH	.00	.00
1.00	DELIVERY CHARGE	EACH	900.00	900.00
1.00	PICKUP CHARGE	EACH	900.00	900.00

Estimated Sub-Total Services: 1,886.85

DELIVERY INSTRUCTIONS:
CALL KELLY WHEN ON THE WAY
406-450-5330

Estimated EPP: 405.30
Estimated Sub-Total: 5,187.15
Estimated Tax @ 0%: .00
Estimated Total USD: \$5,187.15

RENTAL RESERVATION

Reservation # 402561

RENTAL PROTECTION is optional. By your initials below and payment of the additional charge as set forth herein you are entitled to reduce rental repair charges and protection from lost rental expenses subject to exceptions and exclusions as set forth in detail on the reverse side of this agreement. Rental Protection is NOT insurance and does NOT provide liability or property damage coverage.

INITIAL FOR RENTAL PROTECTION _____ ACCEPT _____ DECLINE

By accepting the terms and conditions of this contract I am certifying that the tow vehicle that will be used to haul any equipment I rent is rated for and capable of towing the intended load.

I also certify that my vehicle has an independent brake controller that will engage the trailer brakes.

I also certify that I am supplying a trailer that is rated for the equipment that I will be hauling and is in good mechanical condition relating to trailer deck, tires, axles, brakes, and lights. (not an inclusive list)

INITIAL FOR TRAILER AND TOW VEHICLE _____ ACCEPT _____ DECLINE

X _____

Print Customer Name

Date

X _____

Customer Signature

Date

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment.

Renter further acknowledges that he/she has read and fully understands the within equipment rental contract and agrees to be bound by all of the terms, conditions, and provisions hereof.

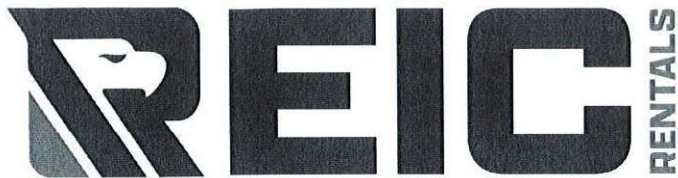
Renter acknowledges that he/she has received a true and correct copy of this agreement at the time of execution hereof.

THIS IS YOUR CONTRACT, READ ALL PAGES BEFORE SIGNING

TAXES/SURCHARGES/ENVIRONMENTAL FEES, AS APPLICABLE, WILL BE ADDED TO THE ABOVE PRICING AT THE TIME OF INVOICING

REIC.COM

Page: 2/4



DELIVERY TICKET

1215 38TH ST N
GREAT FALLS, MT 59405
PH: 406-453-5756 FX: 406-453-1237

Reservation # 402561
Contract Date 08/12/26
Date Out 08/12/26 08:00 AM
Est Return 09/09/26 08:00 AM

Customer #: 437603
EDWARDS CONSTRUCTION
232 NORTH BOUNDARY ST
BROWNING, MT 59417
C#: 406-450-5330

Job Site:
BROWNING HIGH SCHOOL
100 US 89
BROWNING, MT 59417
J#: 406-450-5330
Contact: KELLY

Ordered By: KELLY	Purchase Order Number:	Proposal #:	Customer Job Ref No:	Terms:
Written By: ROSEMARY D. CARBIS	Sales Rep: 1016 HOUSE ACCOUNT		Time Printed: 08/05/26 10:42 AM	Location: 1016

Qty	Equipment	Cat-Class	Equipment #
1.00	2052050 FORKLIFT, REACHOUT 8000/9000#	205-2050	

SALES ITEMS

Qty	Description	Unit	Sales Item #
1.00	ENVIRONMENTAL FEES	EACH	
1.00	RENTAL VEHICLE TAX (RVT)	EACH	

TECH NOTES:

ADDITIONAL NOTES:

Customer Signature

Date

TECH	DRIVE TIME	ONSITE LABOR

Any rental services, products or services provided in relation to this document are subject to the terms and conditions by the terms and conditions of the Master Equipment Rental Agreement available here: <https://www.totalconstructionrentals.com/terms-conditions/>. By signing this document you hereby agree to be bound these terms.

TERMS AND CONDITIONS OF RENTAL AND SALE CONTRACT

For good and valuable consideration, you and REIC Rentals, LLC (also referred to in this Contract as "REIC," "Lessor," "we," "us," and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions, "Rented Item(s)" or "Item(s)" means the item(s) provided (rented, or if specifically set forth on P.1, sold) to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section (or "§") 4 below); "Site" means the address set forth on P.1 where the Item(s) is/are to be delivered and/or used; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer," "Lessee" and/or "Guarantor" (as applicable) identified on P.1.
2. You agree to rent from REIC the Rented Item(s) for the period(s) specified on P.1 (the "Term"), and to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all injuries and damages arising from or associated with such Item(s), for the entire Term and until all Rented Item(s) is/are returned to and accepted by REIC in the return condition required under this Contract (including § 12). Unless otherwise specifically agreed by REIC, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period (zero hours for any and all uncharged periods), and otherwise in accordance with the terms of this Contract. Additional Rent will be charged as set forth in § 12 for late returns and overuse. Overtime rates will be charged at 1.5 times for a double shift and 2 times for a triple shift if REIC is notified in advance that the rented equipment will be used longer than the normal shift. You will not be entitled to any cancellation right or reduction of Rent for time in transit, act(s) of God, event(s) of force majeure or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed by REIC in writing, you agree: (a) to pay us: (i) the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"); and (ii) all other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us.
3. Except with respect to Rented Items REIC rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), REIC owns and will retain title to all Rented Items at all times. **You will have exclusive control over the Rented Item(s) during the Term;** subject however, to your obligation to fully and timely comply with this Contract at all times. You **SHALL NOT:** (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) have any title or ownership interest in or to any Rented Item(s); or (c) **loan, share, transfer, sublease, store, surrender or assign any Rented Item(s) or this Contract, without our prior written consent (in our sole discretion).** REIC may, from time to time, substitute Rented Item(s) and/or sell or assign all or any part of its interests in one or more Rented Item(s) and/or this Contract, in which event, you will attach to the assignee, who will not be responsible for any pre-existing obligations or liabilities of REIC or any TPO.
4. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected, carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and fully understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all EPA, OSHA, MSHA, ASME, IBC, IFI, IEEE, UL, ASSP, DOT, FMCSA, IFTA, ANSI and other standards applicable to the Item(s) (collectively, "Instructions"); (ii) will fully comply therewith; (iii) are aware of the need to use all applicable personal protective equipment and safety devices (including **RESPIRATORY and FALL PROTECTION**); (iv) will use each Item only for its **intended purpose**, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (**call 811 and go to www.call811.com at least 3 but not more than 10 business days in advance**); (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract. You agree to immediately notify: (A) the local police and REIC in the event of any theft or accident involving any Rented Item(s); and (B) REIC if any of the other requirements of this § 4 shall be breached shown to be incorrect.
5. You agree to ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Rented Item(s) at all times. If we agree to provide any service(s) (including without limitation, delivery and/or retrieval), you shall: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have adequate access to the Site. We will not be responsible for any delay(s) caused by you or any other parties, including providers of other equipment or services ("Other Party(ies)") for which you hereby agree to indemnify, defend and hold harmless REIC. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality, quantities and defect(s) of or with respect to the Item(s) and the Site).
6. In the event of a Malfunction (as defined in § 4), you will immediately notify REIC, and provided such Malfunction did not result from or in connection with: (a) any wrongful or negligent act or omission of/by you or anyone you permit to use or otherwise deal with any Rented Item; or (b) your breach of any provision of this Contract, REIC may, at its sole option: (i) repair the Malfunctioning Item; (b) provide you with a comparable Item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE.** Neither REIC nor any TPO shall have any other obligation(s) regarding Malfunctions, all of which you hereby waive.
7. **WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS AND SHOULD BE SERVICED, MAINTAINED, CLEANED, REPAIRED AND USED WITH GREAT CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND IF APPLICABLE, LICENSED, ADULT USERS, OPERATORS AND OCCUPANTS. YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL SUCH PARTIES,** and ensure that each such Item is used, operated and occupied safely and only: (a) **for its intended purpose(s)**; (b) within its rated capacity; (c) unless otherwise specifically agreed by REIC, at the Site; (d) by ADULTS WHO SATISFY ALL REQUIREMENTS OF THIS § 7; and (e) in full compliance with this Contract.
8. **NO WARRANTIES:** REIC IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED IN THIS CONTRACT, ALL OF WHICH ARE PROVIDED "AS-IS". NEITHER REIC NOR ANY TPO, MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES REIC OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY REIC OR ANY TPO. **THERE ARE NO WARRANTIES OTHER THAN THOSE APPEARING ON THE FACE HEREOF.**
9. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) **ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, ILLNESS, LOSS, PROPERTY DAMAGE, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, INSTALLATION, STORAGE, CLEANING, DISINFECTION, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S) (INCLUDING WITHOUT LIMITATION, YOUR FAILURE TO MEET APPLICABLE STANDARD(S) OF DUE CARE (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS REIC, EACH TPO, their respective parents, partners, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, your breach of any one or more of the terms hereof, any actual or alleged negligence, and all associated attorneys' fees and costs; and except only as provided in § 6, (C) **WAIVE** all rights, claims, remedies, damages and defenses available under the Uniform Commercial Code, as well as all **direct, indirect, incidental, consequential, general, special, exemplary and punitive damages**, against each and every Indemnitee.**
10. You agree to maintain appropriate insurance protecting REIC from all loss, damage, expense, or penalties arising from or related to the use of the Equipment during the rental period. This insurance must include general liability, property damage/inland marine, bodily injury, workers' compensation, and automobile liability. Such policies shall, whenever possible: (i) name REIC and each TPO as an additional insured and loss payee; (ii) waive subrogation against them; (iii) be primary and non-contributory; and (iv) include such other provisions (including deductibles) as we may require. You irrevocably appoint REIC as your agent and attorney-in-fact for purposes of submitting, negotiating and settling claims on all such policies.
11. You acknowledge that a Refueling Service Charge (RSC) will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the RSC may vary depending on the rate being charged by the location on the date you return the Equipment. You acknowledge that the RSC is not a retail sale of fuel. You may avoid the RSC if you return the Equipment with a full tank of fuel.
12. **OPTIONAL RENTAL PROTECTION PLAN ("RPP")** is offered to reduce your out of pocket expenses when damages occur to the equipment while on rent. If and only if, we have offered, and you have elected to purchase our RPP and paid the non-refundable RPP Fee set forth on P.1 (if available), then solely with respect to Item(s) covered by RPP ("Covered Items"), your liability for the cost to repair or replace such Covered Items will be limited as set forth in our RENTAL PROTECTION PLAN FLYER (included herewith and incorporated herein), the terms of which you have carefully reviewed and hereby agree to. You may decline RPP if you provide the property damage/inland marine insurance referenced in § 10. **RPP IS NOT INSURANCE, NOR IS IT A WARRANTY.** By Lessee accepting RENTAL PROTECTION and paying the additional charge set forth, subject to the exceptions listed below Lessee shall be entitled to the following protection: • Repair work will be performed at the discounted rate of \$50.00 per hour as opposed to the standard labor rate charge of \$125 per hour. In the event repairs require outsourcing to a third party, you agree to pay the cost of all outsourced labor • Parts necessary for the repair will be billed at Lessor's cost. • Lessee shall not be responsible for ongoing rental expenses for the damaged equipment while the repair is being completed. Exceptions: Notwithstanding the foregoing, Lessee shall remain fully liable for all loss and/or damage to equipment arising from: • Loss or damage resulting from overloading or exceeding the rated capacity of equipment. • Loss or damage to motors or other electrical devices caused by artificial electrical current. • Any tire damage. • Loss or damage resulting from lack of lubrication or other normal servicing of equipment. • Loss due to theft, mysterious disappearance, or shortage disclosed on inventory. • Loss or damage caused by negligence or infidelity of Lessee, his employees, persons with whom the equipment is entrusted. • Use of equipment in violation of any of the terms of this agreement, or any manner inconsistent with the manufacturer's instructions, including but not limited to neglect, misuse, or abuse of equipment. • Rollover, tipping, or other similar incidents causing loss or damage to the equipment regardless of how the equipment was being used. • Any loss or damage to equipment (including lost rentals) as described in the EQUIPMENT USE section. • Water related damage due to sinking or submersion of the equipment into mud, water, or other substance. • Use or operation of the equipment in violation of any law or ordinance.
13. You agree to protect, properly maintain, and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to REIC on time, clean, free of contaminants (including without limitation, asbestos, beryllium and silica) and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, then in addition to the amounts set forth on P.1, you will pay us: (a) Rent at our highest incremental rate for each succeeding full rental period until all Item(s) has/have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. You shall not, nor shall you permit anyone else to: (i) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, CANNABIS AND ALCOHOL) or to abuse, misuse, overuse, conceal, store with any third party, encumber, repair, modify or damage any Rented Item(s); (ii) violate any Instruction, insurance policy or warranty; (iii) or expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (iv) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Rented Item(s); or (v) take possession of or exercise control over any Rented Item(s), without our prior consent (in our sole and absolute discretion).
14. Your Rental shall be deemed a "net" rental. Accordingly, your obligations hereunder shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, compensation, defense, counterclaim, cross-claim, interruption, deferment or recoupment, for any reason. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any other agreement(s) ("Other Contract(s)") between you and any Indemnitee, and/or any of your obligations arising (i) hereunder or in connection (ii) therewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business; if REIC reasonably deems itself insecure; or if any Rented Item(s) shall be lost or, except to the extent covered by RPP per § 11, damaged, you will be in **DEFAULT** under this Contract and such Other Contract(s), whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, shut down, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations (i) hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available (i) hereunder, at law and/or in equity, all of which are cumulative.
15. Disputes arising in connection with this Contract and/or its subject matter, shall, at the sole option of REIC, be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association before a single arbitrator and in a location selected by REIC. Judgment on the arbitrator's award shall be final and binding on the parties hereto and may be entered in any court of competent jurisdiction. This Contract shall be governed by and enforceable under the laws of the State, and proper venue for all civil legal actions commenced in connection therewith which are not made subject to arbitration as provided above shall lie solely in the federal, state and local courts located in or nearest to the County, in which the REIC facility from which you obtained the Item(s) is located (unless waived by REIC). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **YOU HEREBY WAIVE YOUR RIGHT TO TRIAL BY JURY.**
16. You agree to pay all taxes (including without limitation, all sales, use, transfer, machinery, business occupation and other taxes), fines, fees, assessments, tolls and other charges related to each Item. In the event legal action is commenced in connection herewith, the prevailing party will be entitled to recover its costs and expenses associated therewith (including without limitation, attorneys' fees) from the non-prevailing party. To the maximum extent permitted under applicable law, you grant to REIC a lien on all real and personal property: (a) placed in or on; and/or (b) improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS systems) any Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be our exclusive property. If any performance required of REIC is delayed or impaired as a result of any act or omission of/by you, any Other Party(ies), "Act of God," event for force majeure, or any other event, fact or circumstance beyond our reasonable control, we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (i) 18% per annum; or (ii) the highest rate permitted under applicable law until paid. You authorize REIC to charge all amounts coming due hereunder to any debit and/or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you and received by us hereunder. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies. Time is of the essence. There are no third-party beneficiaries hereto other than the applicable Indemnitees. This Contract, and any addenda provided by REIC (including our RPP Flyer referenced in § 11) represent(s) the entire agreement between you and REIC, superseding all other oral and written agreements and representations (including our website and advertising). This Contract cannot otherwise be amended or extended except in a writing signed by REIC Rentals, LLC or our authorized agent(s). These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from us at any time (except only as otherwise agreed by REIC). You acknowledge that this Contract: (a) is a true operating lease, and not a financing; (b) is fair and reasonable; and (c) shall be enforceable by you, REIC Rentals, LLC, the other Indemnitees and their respective insurers, subrogees, successors and permitted assigns. The terms of this Contract and each Addenda(um) we provide are severable. If any provision (i) thereof is deemed invalid or unenforceable by any court or arbitrator of competent jurisdiction, such provision will be deleted, and the remainder of (i) thereof will remain valid and enforceable. Digital, electronic, photocopied and facsimiled signatures appearing on this Contract and/or any Addenda will be deemed originals.
17. Any Item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "AS-IS" and are subject to the terms of this Contract (modified to address sales); provided that our obligations under § 6 shall not apply to Sale Items. All Item(s) not specifically identified as Sale Items on P.1 will be deemed "Rented Item(s)".
18. **WARNING:** Misappropriating, failing to return, concealing, selling, encumbering and/or failing to pay rent for property of another may be deemed theft, resulting in CIVIL PENALTIES and/or CRIMINAL PROSECUTION.