

**ADDITIONAL TERMS & CONDITIONS FOR ON-HIGHWAY EQUIPMENT**

The Terms and Conditions below are for all On-highway Rental Equipment and are in addition to the standard Rental Service Agreement Term and Conditions.

1. **DRIVER'S LICENSE.** Customer must provide a Valid Driver's License to rent and operate the vehicle.
2. **OPERATIONS.** Vehicle must not be removed from or operated out of California without prior approval from KK Rents.
3. **WATER TRUCKS.** It is the customer's full responsibility to legally obtained and pay for water and meter costs. KK Rents assume no liability for any illegally obtained water and the Customer is responsible for any fines or violation fees. The water source should be located within 5 miles of the job site. Other than collecting water at the source, the water truck should not be driven on the highway or transported with water in the tank.
4. **INSURANCE.** Customer must meet the insurance requirements outlined in the Rental Service Agreement.
5. **ACCIDENT, THEFT AND VANDALISM.** Customer must promptly and properly report any accident, theft or vandalism involving the Vehicle to KK Rents and to the police in the jurisdiction in which such incident takes place. Customer should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If Customer or any Qualified Operator receive any papers relating to such an incident, those papers must be promptly given to KK Rents. Customer and any Qualified Operators must cooperate fully with KK Rents' investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ANY AND ALL LIABILITY PROTECTION PURCHASED FROM, OR PROVIDED BY, KK Rents. Customer and any Qualified Operators authorize KK Rents to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.
6. **THIRD PARTY CHARGES.** Taxes, tax reimbursements, vehicle licensing fees, governmental or other surcharges and similar fees are charged/recovered at the rates specified on the Reservation Details or as otherwise required by applicable law. Customer is responsible for paying these amounts to KK Rents.
7. **CLEANING.** Upon return, if the Vehicle in KK Rent's discretion requires more than KK Rents' standard cleaning, KK Rents will charge Customer a minimum of \$250 for professional cleaning.
8. **NO SMOKING.** KK Rents maintains a non-smoking fleet, including a prohibition on the use of e-cigarettes in the vehicle. If the Vehicle has an odor or is soiled from smoke or vapor of any kind, KK Rents will charge a minimum of \$250 for odor removal.
9. **RECOVERY COSTS.** Customer is responsible for recovery expenses, consisting of costs of any and all kinds (and including attorneys' fees and court costs) incurred by KK Rents in recovering the Vehicle (1) under this Rental and Service Agreement; or (2) if it is seized by governmental authorities as a result of the use of the Vehicle by Customer, any Qualified Operator or any other operator with Customer.
10. **LOST KEYS/LOST FOBS/LOST TRANSPONDERS/LOCKOUTS.** If Customer loses the Vehicle's keys, key fobs, or toll transponder, KK Rents will charge Customer for the actual cost of replacing the item, a \$100 fee for KK Rents' out-of-pocket administrative costs for replacing lost toll transponders, and for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle. If Customer or Qualified Operator locks the keys and/or key fobs in the Vehicle and requests assistance from KK Rents, KK Rents may charge Customer for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle.
11. **PARKING AND TRAFFIC VIOLATIONS.** CUSTOMER WILL BE RESPONSIBLE FOR, AND WILL PAY WITHOUT DELAY, ALL PARKING AND TRAFFIC VIOLATIONS, AS WELL AS OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE AND IMPOUND FEES AND ALL TICKETS INCURRED WHILE THE VEHICLE IS ON RENT TO CUSTOMER. IF CUSTOMER IS ISSUED AN AUTOMATED TRAFFIC VIOLATION, CUSTOMER AGREES TO PAY A "TRAFFIC VIOLATION SERVICE CHARGE" COMPRISED OF THE AMOUNT OF SUCH VIOLATION PLUS A FLAT FEE OF \$25.00 WHICH IS THE AMOUNT OF KK RENTS' OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TRAFFIC VIOLATION MANAGEMENT SERVICE. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING ANY SUCH VIOLATION, AND EXPENSES RELATED THERETO, IS RECEIVED BY KK RENTS, AND MAY BE CHARGED AT A LATER DATE.
12. **TOLLS, VOIATIONS AND FEES.** CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE FOR AND WILL PAY ALL TOLLS AND TOLL VIOLATIONS. IF CUSTOMER USES A TOLL-BY-PLATE SYSTEM, OR INCURS A TOLL OR TOLL VIOLATION, CUSTOMER AGREES TO PAY A "TOLLING SERVICE CHARGE" FOR THIS SERVICE. THE TOLLING SERVICE CHARGE IS THE AMOUNT OF THE TOLL PLUS A FLAT FEE OF \$5.00 TO COVER KK RENTS' OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TOLL MANAGEMENT SERVICE. THE EXACT COST WILL BE CALCULATED AND CHARGED BASED ON ACTUAL USAGE OF A TOLL-BY-PLATE SYSTEM OR THE TOLL OR TOLL VIOLATION INCURRED. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING TOLL-BY-PLATE USAGE AND/OR THE TOLL OR TOLL VIOLATION INCURRED, AND EXPENSES RELATED THERETO, IS RECEIVED BY KK RENTS, AND MAY BE CHARGED TO CUSTOMER AT A LATER DATE. CUSTOMER MAY AVOID THE TOLLING SERVICE CHARGE BY PAYING TOLLS WITH ITS OWN TRANSPONDERS, BY USING ANOTHER TOLL PAYMENT SYSTEM, OR BY AVOIDING TOLL ROADS ALTOGETHER.
13. **MILEAGE CHARGES AND ADDITIONAL CHARGES.** For certain types of licensed, over the road Vehicles, the rental rate charged to Customer will include a specified number of miles per billing cycle. Customer will be charged for miles in excess of the specified number (the "Additional Mileage Charge") upon the return of the Vehicle. The Additional Mileage Charge will be calculated by multiplying the number of additional miles driven as determined by the Vehicle's odometer or Telematics Device (if applicable) by the charge per mile. For avoidance of doubt, the allowable number of miles per billing cycle and the rate for Additional Mileage Charges will be reflected in the Rental agreement and/or purchase order or similar documents.
14. **OTHER CHARGES.** Any other charges specified on or in the Rental and Service Agreement will be charged at the applicable rates specified therein. Any such charges which are stated on the Rental and Service Agreement as a daily rate shall be due and payable for each full or partial rental day. Charges for the rental of the Vehicle will continue to accrue until the Vehicle is returned to KK Rents or, if the Vehicle has been stolen while in Customer's possession, until Customer reports the theft both to the police in the jurisdiction in which the theft occurs and to KK Rents.
15. **RETURN OF VEHICLE.** SOME VEHICLES MAY HAVE TELEMATICS DATA COLLECTION, TRACKING, AND RELATED SERVICES SUCH AS A TELEMATICS DEVICE, IN WHICH CASE, CUSTOMER UNDERSTANDS THAT ITS ACCESS AND USE OF THE VEHICLE OR THE SERVICES (AND ANY DATA THAT MAY BE STORED IN CONNECTION THEREWITH) ARE SUBJECT TO THE VEHICLE, SERVICE PROVIDER'S AND/OR DEVICE MANUFACTURER'S TERMS AND PRIVACY STATEMENT, WHICH MAY INCLUDE BUT NOT BE LIMITED TO OTHER TERMS, SERVICE LIMITATIONS, WARRANTY EXCLUSIONS, LIMITATIONS OF LIABILITY, WIRELESS SERVICE PROVIDER TERMS AND PRIVACY PRACTICES. KK RENTS HAS NO OBLIGATION TO DELETE OR REMOVE ANY TELEMATICS DATA THAT MAY BE CAPTURED ON ANY VEHICLE RETURNED TO KK RENTS, WHICH MAY BE STORED AND HELD IN SUCH VEHICLE INDEFINITELY. IN CALIFORNIA: ELECTRONIC SERVICE TECHNOLOGY INCLUDED IN THE VEHICLE MAY BE ACTIVATED IF THE VEHICLE IS NOT RETURNED WITHIN 72 HOURS AFTER THE CONTRACTED RETURN DATE OR EXTENSION OF THE RETURN DATE.
16. **ROUTINE MAINTENANCE/DAILY INSPECTIONS.** For long-term rentals lasting longer than 30 days, Customer shall perform Routine Maintenance (as defined herein) and daily inspections on the Vehicle during the Rental Period. "Routine Maintenance" is defined as the replacement of consumable items such as motor oil, radiator coolant, brake fluid, power steering fluid, wiper blades, filters, and brake pads. Routine Maintenance shall be conducted in accordance with the manufacturer's specifications.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_