

DELTA FIRE & SAFETY INC.

Firefighting PPE Rental Agreement

Version 2026.10-U4-R4 | Rental Order / Quote No.: _____

3159 Summit Drive, Port Neches, TX 77651 | rent@deltafas.com

This Agreement is between Delta Fire & Safety Inc. (Delta) and the named Customer. Complete the identified Rental Order and attachments before signing. A paid or submitted request remains pending review until Delta separately accepts it in writing or electronically.

Customer and contact

Customer legal name: _____

Type: Individual / Student / Department / Academy / Public entity / Industrial / Other

Organization, if different: _____

Billing address: _____

Contact name: _____ Phone: _____

Email: _____

Rental details and attachments

Rental start: _____ Return deadline: _____ Deadline basis (ship-by or required receipt): _____ Time / time zone: _____

Delivery: Pickup / Ship / Other Return: In person / Ship / Other

Payer, if different: _____

Payment: Individual prepayment / Delta-approved Department/Company invoicing

Attachment A - Rental Order / revision: _____ Schedule / revision: _____

Attachment B - Optional Future Charge Authorization record, if signed: _____

Additional signed rider, if any: _____

Attachment A must be completed before signature: equipment and quantities; requested sizes/measurements and color preference; mandatory organizational and technical requirements; dates and item-level durations; return method, deadline, time/time zone and ship-by or required-receipt basis; itemized rent, tax, outbound/return shipping, other freight and inclusion/waiver treatment; payment and deposit/refund terms; included final cleaning; item-specific replacement values; continued-rent rates/calculation; extraordinary-cleaning calculation; and cancellation/substitution terms. No blank or generic order may be signed. Delta records final garment IDs, wearers and assigned sizes/colors before release.

Signing and electronic-consent fields are in Section 10. Identity verification follows signature under Section 5; any cardholder authorization is separate.

1. Your rental and permitted uses

A request or payment does not reserve gear. The contract forms only after Customer assents to the completed documents and Delta separately confirms acceptance in writing or electronically. Equipment remains Delta's property. Do not sell, pledge, subrent, lend or transfer it outside assigned wearers, or remove identification. No purchase option applies unless separately agreed.

Program-permitted uses are fire academy/recruit instruction and drills and supervised live-fire training. Any other use, including structural firefighting operations, industrial fire-brigade work and temporary replacement/reserve service, is permitted only if the accepted Rental Order or a signed rider expressly authorizes it. Each application depends on the supplied equipment's documented classification, capabilities, manufacturer limits, proper fit and compatibility, trained personnel, and applicable academy, department, employer and authority-having-jurisdiction (AHJ) requirements.

This list does not make every fleet item suitable for every activity. Fire entry, hazardous-materials protection, wildland, technical rescue and other specialized exposures are not authorized without express authorization under this section and supporting equipment documentation. An aluminized finish alone does not establish proximity protection. Disclose mandatory organizational requirements before signing.

2. Condition, sizing, color and safe use

Delta will supply equipment materially matching the accepted description and technical requirements, not designated retired or removed from service. Certification, age, inspection, cleaning and performance representations apply only when supported by equipment documentation. This Agreement does not certify every item to the latest NFPA edition.

Applicable safety duties remain with the party on whom the law places them. Delta's lifecycle and equipment-condition duties and the employer's or organization's selection, training and workplace duties are not transferred by this Agreement. Follow the legally applicable adopted standards and manufacturer instructions for the actual equipment and activity; a reference to a newer NFPA edition does not by itself change an adopted legal requirement or establish product certification.

Delta will make every reasonable effort to match requested sizes exactly and reserves the right to provide minor size variations to fulfill orders, only with proper fit, protective coverage, mobility, compatibility and compliance with manufacturer limits and disclosed mandatory organizational requirements. An adjacent size is not automatically minor or preapproved.

Most rental coats and pants are tan/gold/khaki. Black is an optional preference. Delta may substitute black for standard colors, or standard colors when black is requested, unless the accepted Rental Order makes the color mandatory. No availability, matching-brand or style promise applies. Requested and assigned colors are recorded separately.

Inspect and try on all gear promptly on receipt and inspect before each use. Stop use and notify Delta of poor fit, missing items, defects or discrepancies. Delta will arrange replacement or an appropriate refund for unsuitable/nonconforming gear. Receipt or use does not waive hidden-defect claims. Material changes require agreement under Section 8.

Customer must ensure qualified, trained and appropriately supervised wearers use the required protective system and follow manufacturer and organizational/AHJ instructions. Give every wearer these care/safety directions. PPE cannot prevent every burn, heat injury, contamination, illness or death. This notice does not release Delta's negligence or legal responsibility.

3. Care and contamination

Follow manufacturer instructions and Delta's written care directions, applicable law and adopted care requirements. NFPA 1850 is a selection, care and maintenance reference, not blanket product certification. Do not home-laundry, machine dry, dry clean, repair, alter or apply chemicals; obtain Delta's written service instructions. Gear wet only with water and not suspected contaminated may air dry away from direct sun and excessive heat; do not bag wet gear.

After smoke, combustion products, chemicals, fuels, oils, asbestos, biological materials or unusual heat exposure, remove affected gear from service, limit contact, isolate safely and notify Delta. Follow trained emergency exposure-reduction procedures; life safety and medical care take priority. Do not further clean or ship suspect gear until Delta supplies lawful safe-handling/return instructions. Do not reuse until evaluated and cleared. Included final cleaning never replaces interim care/service or permits contaminated-gear use.

4. Serious incident or suspected failure

After serious injury, burn-through or suspected protective failure, stop use. Preserve gear and identifying information; do not clean, alter, repair or discard it. Notify Delta and follow safe preservation instructions. Emergency care and life safety take priority.

5. Identity verification, charges and payment

After signature and before equipment release, Delta staff visually check the driver's license of an individual or self-pay student Customer and record the verification result without retaining an image. Arrange the check through rent@deltafas.com. Non-drivers may present a current government-issued photo ID or passport identity page. As an alternative, Delta may offer its approved private upload process for legible front/back license images or the applicable alternative ID; staff review is still required and an upload alone is not approval. No identity check applies to an institutional Customer or its signer, contacts or wearers. This is Delta policy, not an NFPA requirement.

Before collection, Delta must provide a specific verification/privacy notice stating purposes, provider/recipients, restricted access, the written retention/deletion schedule and privacy contact. Identity records stay outside signed PDFs, public Shopify files, email attachments, analytics and ordinary order notes. Delta must maintain an incident-response process.

Delta uses identity and sizing information only for rental administration, verification, fit coordination, security and legally required purposes, as described in the applicable notice. Do not include Social Security numbers, payment-card data, identity images or unrelated medical information in a sizing roster. This rental does not authorize facial matching, biometric identification, ID barcode extraction or reuse of identity or sizing records for advertising. Any additional processing requires its own lawful basis, notice and authorization where required.

Customer owes accepted Rental Order charges. Individuals and self-pay students pay disclosed upfront charges in full before final submission. Department/Company invoicing requires Delta approval; the default approved term is Net 30 from invoice unless the accepted order or controlling public-entity terms state otherwise. A \$150 refundable deposit applies to individuals and self-pay students; no deposit applies to approved institutions. Attachment A states the deposit refund conditions and timing. No card surcharge applies unless a lawful transaction-specific exception is expressly disclosed and accepted before signing. An institutional name, PO request or invoice selection alone does not approve credit or bind the institution.

Taxes and exemptions are based on the actual transaction and valid supporting exemption documentation. An academy, department name or nonprofit claim does not by itself establish an exemption. Any legally required consumer-lease disclosures or other mandatory transaction disclosures must be supplied before the Customer is bound. This Agreement creates no automatic renewal; any extension requires the parties' agreement under Sections 6 and 8.

Identify the actual legal Customer, authorized institutional signer and payer. An institutional signer or student does not personally guarantee an institutional rental. A parent/cardholder who pays is not automatically Customer or a general guarantor. Insurance is required only if agreed and legally permitted.

The quoted rental price includes one routine post-rental cleaning of returned equipment; it will not be charged again. Extraordinary treatment is governed by Section 7. No fixed card surcharge applies here; any lawful payment-method fee must be disclosed before signing/payment and meet processor/network rules. Payment information belongs only in the authorized secure payment system. Delta will not store raw card details or CVV, treat rental prepayments as a damage fund, or initiate charges directly from an inspection event.

Unless different lawful terms are expressly accepted in the Rental Order, Customer may cancel before Delta acceptance for a full refund. After acceptance but before shipment/pickup, Delta may deduct only documented, nonrecoverable costs for that rental, with no flat cancellation penalty. Early return after shipment/pickup alone does not create a refund. Delta will initiate an agreed or otherwise due refund within ten business days after determining the amount, or sooner when required by law; payment-provider posting times may vary. No cancellation fee applies for Delta's inability to perform. Nonconformity and mandatory remedies remain under Sections 2 and 8.

6. Shipping, return, continued rent and transit

Shipping charges. Customer pays the outbound delivery and return shipping charges unless the accepted Rental Order states otherwise. The Rental Order must disclose outbound shipping, return shipping and any other freight charges before signing and Delta acceptance, and identify amounts included in the rental price or waived. Delta may include freight in a quoted package or waive it for institutional customers, academy programs, negotiated agreements or promotions. Included or waived freight is not charged again. Delta may provide a return label that arranges carrier billing through Delta's designated account or payment method. A prepaid label does not mean return shipping is free to Customer; the accepted Rental Order states whether that charge is payable, included or waived. Carrier billing timing depends on the applicable service and account terms. In-person return is permitted when allowed by Delta's return instructions and carries no return-shipping charge.

Return responsibilities. Return every rented item, component and accessory using Delta's reasonable written return instructions and designated carrier or approved return method. Package equipment securely in suitable packaging. Retain tracking information and a carrier acceptance scan or receipt, and promptly notify Delta of shipment problems or apparent loss. Obtain Delta's lawful safe-handling and return instructions before shipping contaminated or potentially hazardous PPE, as Section 3 requires. Request extensions before the deadline; Delta must approve them in writing.

Delta-directed holds. Customer must promptly report contamination, a missing usable return label, conflicting instructions or another condition preventing a lawful return, and reasonably cooperate with Delta. Delta will provide necessary safe-return instructions or a usable return arrangement without unreasonable delay. Continued rent will not accrue solely because Delta directs a hold or delays necessary instructions or its designated label when Customer is ready and reasonably able to comply. Delta will document the affected period and a reasonable revised handoff deadline in writing or electronically. This does not excuse independent Customer delay or eliminate otherwise chargeable, documented Customer-caused loss or extraordinary treatment under Section 7, and no amount may be recovered twice.

Return deadline. The Rental Order must identify the return method, deadline, time/time zone and whether the date is a ship-by date or a must-be-received-by-Delta date. For an in-person return, deliver the equipment to Delta by the stated receipt deadline. For Delta's designated return carrier, unless the Rental Order expressly establishes a different return arrangement, the stated date is a ship-by date: physically tender the properly packaged equipment to that carrier by that date, following Delta's instructions, as documented by a carrier acceptance scan or receipt. Creating a label alone is not a return. If a different required-receipt arrangement is expressly agreed for that carrier, the Rental Order must also state the handoff date or shipping instructions needed to meet it; the carrier-delay protection below still applies after timely, proper handoff. For approved customer-arranged shipping, the agreed deadline basis applies; if no basis is stated, Delta receipt is required. Unclear or conflicting deadline wording must be resolved by written or electronic agreement and cannot support unexpected or retroactive continued-rent charges.

Continued rent. Continued rent applies only to items not returned or properly tendered as required above, at the disclosed item rate/calculation. The Rental Order must state each item's base rental charge and calendar-day duration; if no separate rate is agreed, daily continued rent is that charge divided by those days. No flat late penalty applies. For Delta's designated return carrier, continued rent stops at proper documented tender, including a late tender, and is not extended or restarted solely because of carrier delay, loss, theft or damage after acceptance. For other approved return methods, it stops at the agreed contractual return endpoint. In all cases it stops no later than payment of a chargeable replacement amount or another endpoint required by this Agreement or law. Continued rent does not permit indefinite retention and must not duplicate recovery.

Calculation and evidence. The Rental Order must state each item's positive calendar-day count. Unless expressly agreed otherwise, count both rental start and end dates, with a minimum of one day. Unless a different lawful method is expressly disclosed and accepted in the Rental Order, continued rent begins immediately after the applicable return deadline and is prorated by elapsed time: item daily rate multiplied by chargeable elapsed seconds divided by 86,400. Exclude any paused period under this Agreement, do not round partial days up, and round only the final amount for each item to the nearest cent, rounding an exact half-cent upward. Use the disclosed time zone to establish deadline timestamps. Delta will consider reliable alternative evidence of physical handoff when a carrier scan or receipt is missing or delayed. Missing tracking evidence alone does not establish nonreturn. Delta will pause collection of the disputed amount while reviewing that evidence and correct any erroneous charge.

Delta-arranged shipment protection. Delta arranges outbound and designated return shipments with carrier declared-value protection. Declared value is not a shipping-insurance policy. Delta is responsible for pursuing applicable carrier claims and any applicable insurance claims for loss or damage during those Delta-arranged shipments. Protection is subject to the applicable carrier or policy terms; neither unlimited protection nor full reimbursement of every loss is promised. These arrangements protect Delta's equipment and do not promise insurance benefits payable directly to Customer. Customer need not buy separate shipping insurance when using these arrangements.

Before issuing a designated label, Delta will check the actual carrier/service limits, package value, packaging and required handoff evidence. Delta will select an eligible arrangement or obtain agreement to an alternative before shipment. A declared value or label does not itself establish coverage, and a limit or exclusion does not shift carrier-only loss to Customer.

Transit responsibility. Delta bears outbound transit loss until delivery, subject only to documented Customer-caused losses chargeable under Section 7. Customer is not automatically financially responsible because a carrier loses or damages equipment. After Customer properly packages and timely tenders equipment to Delta's designated carrier under Delta's instructions, subsequent carrier loss, theft, delay or damage is not a Customer-caused event. Delta's delayed, denied or insufficient carrier or insurance recovery does not by itself create Customer liability. A claim denial, custody of equipment, missed deadline or unauthorized shipping method alone does not establish responsibility for the equipment loss.

Delta may recover documented reasonable losses actually caused by Customer negligence, improper packaging, unauthorized shipping methods, misrepresentation or failure to follow reasonable shipping instructions, only to the extent Section 7 permits. A late tender may trigger continued rent under this section but does not automatically make an unrelated carrier loss Customer-caused. For customer-arranged shipping, including an approved customer-selected carrier, Section 7's existing causation-based allocation applies; Delta's shipment protection does not automatically extend to that carrier or an unapproved method. No insurance deductible or carrier-claim shortfall is automatically chargeable to Customer. Section 7's exclusions, compensation limits, recovery credits, itemized notice and separate-card-authorization controls apply to every proposed recovery.

7. Damage, loss and additional charges

Customer is not responsible for ordinary wear from proper use, inherent defects, Delta-caused loss/damage, or conditions/events not caused by Customer, its wearers or persons under its control. These exclusions apply to loss, theft and transit events as well as damage and cleaning. Subject to them, Customer owes documented compensatory costs for loss, theft, misuse, unauthorized alteration or damage beyond ordinary wear. Delta retains lifecycle, inspection and retirement responsibilities.

Section 6 governs shipping deadlines and transit events; a carrier event or unsuccessful claim is not itself a chargeable event. Any transit-related amount must reflect loss actually caused by Customer, its wearers or persons under its control. Apply carrier, insurance and salvage recoveries against the same loss and do not duplicate repair, replacement, continued rent or other compensation. If Delta receives a recovery after Customer has paid for the same loss, Delta will reconcile the account and return any resulting overpayment. Neither an insurance deductible nor a carrier-claim shortfall is automatically Customer's responsibility.

Charge extraordinary cleaning, decontamination or hazardous-material handling only when Customer's responsibility is established, the work is reasonably necessary, and its charge or reasonable calculation was disclosed before signing. Routine soiling handled by included cleaning is not extraordinary.

Repair costs must be reasonable and documented. For chargeable missing or irreparable items, the disclosed item replacement value applies only as a reasonable compensatory amount under law. If omitted in error, use documented reasonable comparable-replacement cost considering age/condition, plus tax/inbound freight, less recovery. This fallback does not permit an incomplete order to be signed. Replacement is not a penalty or gear sale; do not duplicate repair/replacement or other recovery.

Before collection, Delta provides an itemized notice and reasonable supporting information. Question charges at rent@deltafas.com without waiving legal/dispute rights; undisputed amounts remain due. The rental signature never authorizes future card charges. Attachment B is optional and separate. Automatic collection requires actual cardholder consent, verified merchant-category/processor eligibility, documentation, advance notice, required waiting periods, internal approval and valid authorization. Obtain fresh amount-specific consent when required; otherwise invoice or send a secure payment request. No authorization guarantees collection or removes dispute rights.

8. Availability, problems and legal terms

Document priority for this rental. Mandatory law controls. An expressly identified, mutually accepted signed rider controls a specific conflict with this Agreement only to the extent lawful; otherwise this Agreement and its completed, identified Rental Order govern this rental. The Rental Order supplies transaction details and may vary only terms that this Agreement expressly permits it to vary. Older rental forms, QR-linked forms, website terms, invoice boilerplate or general sales terms do not add conflicting obligations to this rental merely by being linked, sent or printed. Any material amendment requires the parties' assent under this section. This priority clause does not amend a previously executed rental or override public-entity protections below.

Delta may offer suitable substitutes subject to Section 2. Customer need not accept a material change; material order changes require both parties' agreement and re-signing of revised affected documents. Assigning conforming assets alone need not change the financial agreement. Follow stop-use/recall notices immediately.

If Delta declines or cannot supply acceptable gear, it will promptly refund amounts attributable to the unprovided rental, including its taxes and unused related freight, and void uncollected authorizations. If the partial rental cannot reasonably serve its disclosed purpose, Customer may cancel the whole unfulfilled order for its refund. No cancellation fee applies for Delta's inability to perform. Other remedies required by law remain available.

For material breach, Delta may require return and pursue lawful remedies after required notice/cure periods. No unlawful entry or recovery breaching the peace is permitted. Each party remains responsible for its own negligence/misconduct. No personal-injury waiver, defense/indemnity obligation or disclaimer of statutory warranties/rights is imposed.

Texas law applies only to the extent permitted by mandatory consumer, public-entity and other applicable law. No exclusive court location is imposed.

For public entities, governmental/cooperative agreements, PO terms, riders or other written terms expressly accepted by Delta control conflicts. Public entities undertake only legally authorized obligations. Nothing waives immunity, overrides statutory payment/procurement rules or commits unappropriated funds.

Subject to the public-entity protections above, the document-priority rule at the start of this section governs the accepted Rental Order, Equipment Schedule and this Agreement. No attachment implicitly creates a personal guarantee, future-card consent or waiver of mandatory protections. Attachment B governs only its consenting cardholder's limited payment authorization. Purchase-order changes require Delta's express acceptance; material changes require both parties' written or electronic agreement. Invalid terms do not invalidate the remainder. Delayed enforcement is not a waiver.

9. Notices and electronic records

Send notices to rent@deltafas.com or Delta's page 1 address. Delta may use Customer's stated email/mailling address; keep details current. Legally required notice methods control.

Paper signing is available. Electronic consent covers this rental's Agreement, Rental Order, amendments and notices. You need email, internet access, a current browser and ability to open, save or print PDFs. Before consenting, open the supplied records and confirm you can retain them.

Email or write Delta to request paper copies, update contact details or withdraw electronic-record consent. Paper copies and withdrawal are free. Withdrawal takes effect within a reasonable time, changes future delivery to paper and does not cancel the rental or prior signatures. Delta discloses material access-requirement changes and obtains renewed consent when required. Each party receives retainable completed signed documents, the identified attachments and Delta acceptance for the same order revision. Delta preserves the signing evidence and does not change an executed record; a material correction requires an identified amendment or renewed signature as applicable. Cardholder authorization and electronic-record consent are separate.

10. Acceptance and signatures

I accept this Agreement and the completed, identified Rental Order/attachments for the named Customer. I am an adult legally able to contract and, for an organization, authorized to bind it without a personal guarantee. An adult or authorized organization must be Customer for a minor wearer. My rental signature does not authorize future card charges. Delta acceptance is separate.

Electronic option only: ☐ I can access/retain the supplied records and consent under Section 9. My electronic signing action is my signature. Leave unchecked for paper signing.

CUSTOMER

Signer: _____

Title / capacity: _____

Signature: _____

Date: _____

Electronic record reference (if used): _____

DELTA ACCEPTANCE

Representative: _____

Title: _____

Signature / confirmation: _____

Date: _____