

PETITIONER SUPPLEMENTAL BRIEF

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8 *Attorneys for Petitioner*

9 **IN THE NEVADA STATE BOARD OF EQUALIZATION**

10 EMPIRE SOUTHWEST LLC,

11 Petitioner,

12 v.

13 WASHOE COUNTY ASSESSOR

14 Respondent.

CASE NO. 26-161

**PETITIONER'S SUPPLEMENTAL
BRIEF**

[HEARING DATE 8-26-26]

15
16 Petitioner Empire Southwest LLC ("Empire"), through undersigned counsel, files this
17 supplemental brief to provide the Nevada State Board of Equalization information from Empire's
18 website to document the testimony of Empire's Controller Dale Huizingh. At the hearing in this
19 matter, Mr. Huizingh testified that all large Caterpillar equipment is "held for sale" as required to
20 obtain the exemption in NRS §361.068 (1)(a) ("personal property held for sale by a merchant" is
21 exempt).

1 Mr. Huizingh testified that even when a large Caterpillar equipment item is currently rented¹
2 if an Empire sales representative has a customer that wants to buy that specific currently rented
3 item, Empire has the legal right under the rental agreement to terminate the rental term and remove
4 the item. Mr. Huizingh testified that more likely Empire will notify the customer that it is swapping
5 out the rented item for the duration of the rental term so it can sell the currently rented item.

6 Documentation of this right is found in the terms and conditions on Empire's website
7 (<https://www.empire-cat.com/legal/rental-terms-conditions>). Specifically, section 9 which states:

8 **9. Return of Equipment.** Upon expiration of the Rental Term set forth in the
9 Rental Order (unless Empire agrees in writing to an extension) or upon demand from
10 Empire prior to expiration of the Rental Term, Client shall return the Equipment to
11 Empire's premises during Empire's regular business hours. Client shall be liable for
12 all damages to, or loss of, the Equipment occurring because it was not returned
13 within Empire's regular business hours. If the Rental Order for the Equipment states
14 that Empire will pick up the Equipment, Client will be responsible for all loss or
15 damage to the Equipment until Empire actually picks up the Equipment.

16 A copy of the complete terms and conditions is attached as Exhibit A hereto.

17 RESPECTFULLY SUBMITTED this 8th day of September, 2026.

18 DeCONCINI McDONALD YETWIN & LACY, P.C.

19 By: /s/ James M. Susa
20 James M. Susa
21 Attorneys for Petitioner

22 ¹ Mr. Huizingh distinguished between "rented" and "leased" as those terms were used
23 interchangeably by the Assessor and SBOE. Empire rents equipment for short periods of several
24 months. Empire does not lease equipment for years if a customer desires. Instead, Empire sells the
item to Caterpillar Finance, and it is Caterpillar Finance that then enters into a multi-year lease with
the customer.

1 ORIGINAL of the foregoing E-Filed
2 this 8th day of September, 2026, with:

3 Nevada State Board of Equalization
4 stateboard@tax.state.nv.us

5 I hereby certify that I have this day served the foregoing document upon all parties of record in this
6 proceeding by mailing a copy thereof, properly addressed, to the following:

7 Chris Sarman
8 Washoe County Assessor
9 1001 E. 9th Street
10 Reno, Nevada 89512

11 Herbert Kaplan
12 Washoe County District Attorney
13 P.O. Box 11130
14 Reno, Nevada 89520-0027

15 /s/ Lexi Gonzales
16 Legal Assistant
17 DeConcini McDonald Yetwin & Lacy, PC
18 Tucson, Arizona
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23
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Exhibit A

Exhibit A



RENTAL TERMS AND CONDITIONS

1. Agreement. Unless otherwise agreed in a written document signed by a vice president of Empire Southwest, LLC ("Empire"), these Rental Terms and Conditions (as such terms and conditions may be revised from time to time) ("Terms") govern the rental of all equipment from Empire ("Equipment") by any individual or entity that rents such Equipment from Empire ("Client") and are incorporated into each of Client's Rental Orders for Equipment from Empire (each, a "Rental Order"). Empire hereby rejects the terms of any purchase order, rental agreement or other document submitted by Client, unless the document is signed by a vice president of Empire. The placing of a Rental Order with Empire, the issuance of a purchase order for rental of Equipment from Empire, or the receipt, acknowledgement or acceptance of Equipment for rental by Client constitutes Client's acceptance of these Terms exactly as written. Empire reserves the right, in its sole discretion, to modify or replace any of these Terms at any time, and such modifications or replacements shall apply to all rentals of Equipment from Empire after the date of such modification or replacement. It is Client's responsibility to review the Terms each time Client rents Equipment from Empire.

2. Title. Empire is and shall remain the owner of the Equipment. Client will not acquire any equity or ownership interest in the Equipment by making rental payments or performing repairs. Client will not place any liens on the Equipment and will not allow third parties to encumber Empire's title to the Equipment.

3. Rental Term and Rental Period. As to each piece of Equipment, the "Rental Term" is the time period for which Client has ordered such Equipment, as specified on the Rental Order. As to each piece of Equipment, the "Rental Period" is the time period that commences on the delivery of the Equipment to Client and ends upon its return to Empire's premises. Client shall pay rent on the Equipment at the rates set forth on the Rental Order for the entire Rental Period (and during repairs to Equipment returned to Empire in a damaged or excessively worn condition as described in



Section 10 below). No allowances will be made for Saturdays, Sundays, holidays, transit time, or for any period Equipment is not in actual use.

4. Payment Terms. For Clients with an open credit account with Empire, payments are due Net 30 from date of invoice. For Clients who do not have an open credit account with Empire, payment is due upon delivery of Equipment. Empire may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold Equipment, until receipt of payment. If Client fails to pay for Equipment as and when due, Client shall pay a late charge of 1.5% of the invoice balance each month until charges are paid in full, and Client shall pay Empire all reasonable attorneys' fees and collection costs incurred by Empire. In addition to any other right of set-off or recoupment Empire has under applicable law, Client agrees that, with respect to any amounts due from Client or Client's affiliates to Empire or Empire's affiliates, Empire and its affiliates may set-off such amounts against any amounts owing to Client or Client's affiliates.

5. Excess Usage Charge. Rental rates are based upon maximum Equipment usage of: one shift of 8 hours per day; or upon 40 hours per week; or upon 160 hours per four weeks. If the Equipment is used longer during any specified period, overtime rental will accrue at the hourly rate of 1/8 of the daily charge (daily rental), 1/40 of the week charge (weekly rental) and 1/160 of the 4 week charge (4 week rental).

6. Written Safety Instructions; Training. Operating instructions and safety manuals will be located inside of the Equipment. If Client is unable to locate operating instructions and safety manuals inside of the Equipment or if Client has any questions or concerns regarding the safe operation of the Equipment, Client must contact Empire immediately. It is Client's obligation to ensure that individuals operating the Equipment or working in proximity to the Equipment fully understand all safety and operating instructions associated with the Equipment.

7. Disclaimer of Warranties. By receiving the Equipment, Client acknowledges the Equipment to be in good, safe and serviceable condition, and Client accepts the Equipment "AS IS" regardless of defects, latent or otherwise. Empire makes no warranty, express or implied, with respect to the Equipment, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. To the maximum extent permitted by law, all such warranties are hereby disclaimed by Empire and waived by Client. Client's sole remedy shall be the termination of the rental charges at the time of failure or discovery of defect, provided Client returns the Equipment to Empire's premises within 24 hours of the failure or discovery of defect.

8. Machine Maintenance and Repairs. During the Rental Period, Client, at its own cost, shall perform all daily lube, fuel and daily maintenance on the Equipment as prescribed in the Original Equipment Manufacturer's Operation and Maintenance Manual (the "OEM Manual"). Empire will perform the required preventative maintenance during the Rental Period as prescribed in the OEM Manual. Upon request, Client will make the Equipment available for Empire to perform such preventative maintenance during Empire's regular business hours. Client is not authorized to incur any expense for the account of Empire.

9. Return of Equipment. Upon expiration of the Rental Term set forth in the Rental Order (unless Empire agrees in writing to an extension) or upon demand from Empire prior to expiration of the Rental Term, Client shall return the Equipment to Empire's premises during Empire's regular business hours. Client shall be liable for all damages to, or loss of, the Equipment occurring because it was not returned within Empire's regular business hours. If the Rental Order for the Equipment states that Empire will pick up the Equipment, Client will be responsible for all loss or damage to the Equipment until Empire actually picks up the Equipment.

10. Damaged Equipment; Reasonable Wear and Tear: If the Equipment is returned in a damaged or excessively worn condition, Client shall pay Empire the reasonable cost of repair (or the replacement cost, if Equipment cannot be repaired to Empire's satisfaction) and also shall pay rental on the Equipment at the regular rental rate until repairs have been completed or an adequate replacement obtained. Reasonable wear and tear means only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one-shift (eight hours per day, five days per week) basis. Without limiting the generality of the foregoing statement, the following shall not be deemed reasonable wear and tear: damage resulting from lack of lubrication or failing to maintain necessary oil, water, and air pressure levels; damage resulting from lack of daily inspection and maintenance; and damage resulting from exposure to leach pads, scrap metal operations or other corrosive or harsh environments. Repairs to the Equipment shall be made to the reasonable satisfaction of Empire, and in a manner that will not adversely affect the operation, safety, or value of the Equipment as determined by Empire (for example, welding repairs rather than replacing a part will be at Empire's discretion). Client agrees that if Equipment is returned with a damaged ROPS (Rollover Protection Structures) or boom, Client will be required to pay replacement costs for the ROPS and/or boom (and any associated costs related thereto); thereafter, Empire shall destroy the damaged ROPS and/or boom and Client shall have no right to salvage of the same.

11. Tires. Repair and replacement of tires are not included in the rental rate. Client shall pay for any tire damage, regardless of the cause. All tires substituted by Client shall become Empire's property.

12. Insurance. Prior to commencement of the Rental Term, Client must obtain, and must maintain in effect during the entire Rental Period, the following insurance: workers' compensation insurance (in accordance with applicable law); employer's liability insurance (not less than \$1,000,000 per person, per accident); if renting a truck licensed for use on public highways, automobile liability insurance covering all owned, non-owned and hired vehicles (with a combined single limit of \$1,000,000); general liability insurance (\$1,000,000 per occurrence, \$2,000,000 general aggregate); and physical damage insurance (\$20,000 for each piece of aerial Equipment; \$150,000 for each piece of other, or non-aerial, Equipment valued at less than \$300,000; or the full replacement value of each piece of Equipment valued at \$300,000 or more). Client's required policies shall be primary, and any insurance maintained by Empire shall be excess and non-contributory. Client must provide an insurance certificate to Empire evidencing all of the foregoing before commencement of the Rental Term and at any time requested by Empire. Additionally, Client's required policies must be endorsed to include waivers of subrogation; Client's general

liability and automobile liability policies must be endorsed to name Empire as an additional insured; and Empire must be named as loss payee on the physical damage insurance. Such endorsements shall be provided to Empire along with the insurance certificate. Empire's standard insurance requirements do not limit or qualify the liabilities, obligations or indemnities of Client hereunder.

The physical damage insurance requirement shall not apply if Client enrolls in, and pays for, Rental Equipment Protection before the Rental Term, as described in Section 13 below. The general liability insurance requirement shall not apply if Client enrolls in, and pays for, Rental Liability Protection before the Rental Term, as described in Section 13 below. Rental Equipment Protection and Rental Liability Protection are provided by JT Bates Group as described below. Client agrees to pay for Rental Equipment Protection and/or Rental Liability Protection, as applicable, unless and until Client obtains the required insurance coverage(s) and submits compliant insurance certificate(s).

13. Rental Equipment Protection™ and Rental Liability Protection.

a. Except as stated in the foregoing insurance requirements, the Rental Equipment Protection ("REP") and Rental Liability Protection ("RLP") programs are OPTIONAL and MAY BE DECLINED. If Client declines REP and RLP, or if Client fails to pay the REP and RLP fees before the Rental Term, Client will be responsible for all damage, repair(s), replacement(s), claims, and liabilities relating to the Equipment, including, but not limited to, the full replacement value of the Equipment and the full amount of all damages and injuries arising from the use of the Equipment. Indeed, notwithstanding anything to the contrary, Client remains responsible and liable for all damage, damages, losses, injuries, and claims not covered by REP or RLP.

b. REP is a waiver program, whereby Empire waive its claims against Client for damage to the Equipment that is covered by REP. REP is not insurance but may serve to supplement or replace physical damage insurance on the Equipment. REP covers up to \$500,000 per occurrence, and it covers the following perils or damage to the Equipment: (1) accidental damage; (2) collisions; (3) overturns/rollovers; (4) damage resulting from falling objects; (5) fire, theft, vandalism, flood (submersion and acts of nature), earthquake, hail, wind, tornado; and (6) other non-excluded perils or damage. Empire will not subrogate for perils covered by REP. REP excludes vehicles licensed for the road and underground mining equipment. If Client purchases REP, Client will have no liability to Empire for physical damage to the applicable Equipment up to the covered amount, except that Client will remain liable to Empire in all events for damage or loss not covered by REP or that is caused in whole or in part by: (a) Client's breach of any provision of the Rental Order; (b) criminal/fraudulent acts; (c) loss of use—REP does not cover loss of use while the Equipment is being repaired; (d) mechanical/electrical breakdown; (e) missing property; (f) ordinary wear and tear; (g) weight of load; (h) damage to tires, unless such tire damage is caused by a covered peril; (i) pollution; (j) nuclear waste; (k) corrosion; or (l) civil authority. In the event of an REP claim, Client is responsible for the following deductible: (i) \$1,000 for Equipment valued up to \$25,000; or (ii) \$2,500 for Equipment valued greater than \$25,000. The cost of REP is sixteen percent (16%) of the value of the Rental Order to cover the Equipment listed on that Rental Order.

c. RLP provides up to \$1,000,000 per occurrence of liability coverage for third party bodily injury and property damage claims relating to Client's use or operation of the Equipment. Specifically, Empire is insured through JT Bates Group for such liability, and, in exchange for Client's enrollment in RLP, Client will be added as an additional insured upon any covered occurrence. Thus, by enrolling in RLP, Client will be covered against liability arising from accidental bodily injuries and property damage suffered by third parties (third parties do not include Client or its employees), up to \$1,000,000 per occurrence, and subject to all terms, conditions, exclusions, and limitations of this insurance policy. Further, to be eligible for RLP coverage: (1) Client must enroll in RLP and pay the RLP fee for the specific Equipment that is involved in the covered bodily injury or property damage before the Rental Term; (2) this Equipment must be listed on the Rental Order; (3) the liability must be caused by, or arise from, the use or operation of this Equipment; (4) this Equipment must be used by Client, or Client's employees who are authorized by Client to operate the Equipment, at the time the covered bodily injury or property damage arises; and (5) the liability must arise from standard use of this Equipment while on the job site. Additionally, the following will result in the loss of RLP coverage and/or RLP claims not being processed: (a) failing to submit a claim to JT Bates Group within 120 days of the occurrence; or (b) the damage or injury arising from intentional or reckless conduct. As an additional insured, Client's remedies relating to RLP (including remedies relating to coverage and additional-insured status) are limited to claims against the insurer. In other words, Client's remedies relating to RLP include receiving benefits and coverage provided by the insurer, but in no event may Empire liable to Client relating to RLP. By enrolling in RLP: (i) Client acknowledges that Empire is not the insurer; and (ii) Client waives all claims against Empire relating to RLP, including, but not limited to, claims for coverage or payment of liability claims. The cost of RLP is five percent (5%) of the value of the Rental Order to cover such liability relating to the Equipment listed on that Rental Order.

14. Limitation of Liability; Indemnification. In no event shall Empire be liable, whether based in contract, warranty, indemnity, tort, strict liability or any other theory of law or equity for any special, incidental, indirect, punitive, exemplary, or consequential damages, including but not limited to lost profits, downtime, or loss of third party contracts, regardless of whether or not Empire is advised of the possibility of such damages. In addition, Empire's maximum aggregate liability for damages or loss, howsoever arising or caused, shall in no event exceed the amount Client paid to Empire for rental of the Equipment to which such liability relates. Client shall indemnify, defend and hold harmless Empire, its affiliated companies, and their respective owners, officers and employees, for, from and against any and all threatened or actual claims, losses, liabilities, damages, costs or expenses (including attorneys' fees, expert witness fees, costs and expenses) of any nature whatsoever arising out of or related to: the operation, possession, use, failure, or maintenance of the Equipment while on rent to Client; the breach of any provision of the Rental Order by Client; personal injury, death or property damage or loss of any nature whatsoever arising from or related to the Equipment while on rent to Client; the negligence or willful misconduct of Client; any violation by Client of applicable laws; and claims by Client's employees related to the Equipment.

15. Default. Client is in default if (a) Client fails to pay any installment of rent or other payment to Empire when due; (b) Client fails to return the Equipment at the end of the Rental Term or upon

demand; (c) Client fails to perform or observe any condition of the Rental Order or any other agreement with Empire; (d) Client ceases doing business as a going concern, makes an assignment for the benefit of creditors, files a petition in bankruptcy or consents to or acquiesces in the appointment of a trustee, receiver or liquidator of all or any substantial part of its assets or properties; (e) Client abuses, neglects or attempts to remove, sell, transfer, encumber, part with possession of, or sublease the Equipment or any item thereof; or (f) Empire in good faith deems itself insecure.

16. Remedies; Retaking of Equipment. Empire reserves all rights and remedies available at law or under contract in the event of a default by Client, and Empire may, at its option, demand that Client immediately deliver the Equipment to Empire's premises at Client's expense. If the Equipment is not returned at the end of the Rental Term or for any reason it becomes necessary for Empire to retake the Equipment to protect it from loss or damage, Empire and its agents may, without notice or legal process, enter into any job, building, or place where the Equipment may be and repossess same by using all force necessary to do so. In the event of default, Client waives all rights to a prior judicial hearing, any further right to possession of the Equipment and all claims for injuries, damages or loss arising out of the repossession of the Equipment. Client shall pay all costs and expenses incurred by Empire in retaking the Equipment.

17. Compliance with Laws and Regulations; Hazardous Materials. Client shall not abuse, harm or improperly operate the Equipment. Client, at its sole expense, shall comply with all laws and regulations applying to the use, operation or possession of the Equipment. Client warrants and represents that it shall return the Equipment free from all toxic, hazardous or regulated materials, as those terms may be defined in applicable federal, state and local regulations and laws. Client shall indemnify, defend and hold Empire harmless from any loss, claim or damage that may arise out of Client's breach of these representations and warranties.

18. Additional Client Obligations. At all times, Client shall advise Empire of the exact location and condition of the Equipment and shall give Empire immediate written notice of any lien or judicial process affecting the Equipment. Empire may enter any job, building or place to inspect the Equipment. Client shall furnish Empire with a complete written report of any accident involving the Equipment, including names and addresses of all witnesses and persons involved.

19. Choice of Law; Venue. All Rental Orders shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to its conflict of law provisions. The parties agree that the exclusive jurisdiction and venue for any proceedings at law or in equity will be in the state or federal courts located in Maricopa County, Arizona.

20. Privacy Policy. Client consents to the collection, use, retention and disclosure of information by Empire and its parent, subsidiary and affiliated entities (collectively, "Empire Entities") in accordance with Empire's Privacy Policy, which is posted at <https://www.empire-cat.com/legal/privacy-policy> (as such Privacy Policy may be revised from time to time), and agrees that such information may be accessed by the Empire Entities and their partners and manufacturers

with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.

21. Equipment Information. Caterpillar Equipment that is rented by Client may be equipped with Product Link or other equipment monitoring technology, which transmits data concerning the Equipment, its condition and its operation ("Telematics Information") to Caterpillar and its affiliates, Empire and its affiliates, and/or other Caterpillar dealers to better serve Client and to improve Caterpillar products and services. Telematics Information being transmitted may include machine serial number, machine location, and other machine data including, but not limited to, fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. The Telematics Information will be collected, used, retained and disclosed in accordance with the Caterpillar Data Governance Statement, which is posted at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html> (as such statement may be revised from time to time) ("Statement"). As set forth in the Statement, Caterpillar may use Telematics Information in combination with information about Client. Notwithstanding anything herein to the contrary, transmission of Telematics Information shall not impose upon Empire any obligation to monitor the Equipment while on rent to Client and/or to notify Client of any operational, performance or other issues associated with the Equipment. Please read the Cat® Embedded Software License Agreement ("Agreement") carefully, available at: <https://www.caterpillar.com/onboard-eula>. The Agreement governs your access to and use of software installed, embedded or otherwise resident on Cat® products, and all related documentation and provided data (see the Agreement for comprehensive definitions).

22. Miscellaneous. Client may not assign Client's rights or obligations hereunder without Empire's prior written consent, and any such attempted assignment will be void. If any provision in these Terms is found to be invalid, unlawful or unenforceable, the remaining provisions in these Terms shall remain in full force and effect. A party's waiver of any breach will not constitute a waiver of any different or subsequent breach. No employment, agency, joint venture, or similar arrangement is created or intended between Client and Empire. Empire is an EEO-compliant employer. Client warrants that the Equipment will be used for business or agricultural purposes and not for personal, family or household purposes.

23. Compliance with California Regulations, Including California Air Resources Board ("CARB") Regulations. When operated in California, diesel-fueled (or alternative diesel-fueled) vehicles and engines may be subject to California laws, regulations, measures, and programs, including environmental and CARB regulations, measures, and programs. For instance, any on-road heavy-duty diesel vehicle, off-road diesel vehicle, alternative-diesel vehicle, or portable diesel engine may be subject to CARB's Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants from In-Use Heavy-Duty Diesel-Fueled Vehicles; In-Use Off-Road Diesel Vehicle Regulation (or In-Use Off-Road Diesel-Fueled Fleets regulation); Portable Equipment Registration Program; Large Spark-Ignition Engine Fleet Requirements Regulation; or Airborne Toxic Control Measures. Therefore, Client acknowledges that the Equipment may be subject to restrictions (including use, operation, and idling restrictions), retrofit, exhaust retrofit, or

accelerated turnover requirements to reduce emissions of air pollutants. Further, Clients subject to the In-Use Off-Road Diesel-Fueled Fleets regulation must comply with the renewable diesel (R99 or R100) requirements found in Section 2449.1 of title 13, California Code of Regulations. For more information, please review CARB regulations and websites, including at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.html>, or <https://www2.arb.ca.gov/our-work/programs/portable-equipment-registration-program-perp>. Client acknowledges that, if CARB requests verification information regarding compliance with the renewable diesel requirements, Empire and Client must timely disclose Client's name and business contact information to CARB. Client, at its sole expense and responsibility, must comply with all applicable laws, regulations, measures, and programs relating to the use, operation, or possession of the Equipment. By entering into a Rental Order, or by using, operating, or possessing the Equipment, Client acknowledges that Client has reviewed and understands all applicable laws, regulations, measures, and programs, and agrees to comply with the terms and requirements thereof.

24. Requirements Applicable to Rental of On-Highway Equipment. The provisions of this Section apply to all rentals of Equipment that are authorized or used for operation on public roadways ("On-Highway Equipment"). Upon rental of On-Highway Equipment by Client, Client shall have complete control and supervision of the On-Highway Equipment (unless otherwise in the care, custody and control of Empire). Client represents and warrants that, at all times such On-Highway Equipment is in Client's care, custody or control, such On-Highway Equipment shall be operated only under the USDOT number and operating authority of Client (i.e., Client may not allow a third-party to transport such On-Highway Equipment without the written consent of Empire). Further, Client shall comply with the Federal Motor Carrier Safety Administration ("FMCSA") requirements set forth in 49 CFR 376.11(c) pertaining to the proper identification and marking of the On-Highway Equipment upon taking possession and prior to operating any On-Highway Equipment. Before giving up possession of the On-Highway Equipment, Client shall remove all identification showing it as the operating carrier. If Client provides drivers, such drivers must be qualified under and meet all applicable federal, state and local laws and regulations, including but not limited to a valid CDL in good standing.

The Rental Order shall constitute the receipt evidencing the transfer of possession of On-Highway Equipment as set forth in 49 CFR 376.11(b). The Rental Order shall be carried in the On-Highway Equipment by Client during the full term of the Rental Order. Empire agrees to cooperate with all federal, state and local law enforcement officials nationwide to provide the identity of any client who operates the On-Highway Equipment.

Client will provide persons to manage and/or operate the On-Highway Equipment. Such persons are under the sole control and direction of Client, and are not acting in the capacity of independent contractors or employees of Empire.