

Fill in this information to identify the case:

Debtor Leisure Investments Holdings LLC

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 25-10606

**Modified Official Form 410
Proof of Claim**

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Herc Rentals, Inc</u> _____ Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>MS LEISURE INC</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>Herc Rentals, Inc</u> <u>27500 Riverview Center Blvd</u> <u>Bonita Springs, FL 34134, United States</u>	Where should payments to the creditor be sent? (if different) _____
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>2393011579</u> Contact email <u>bankruptcy@hercrentals.com</u>	Contact phone _____ Contact email _____
Uniform claim identifier (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 5827 _____

7. How much is the claim? \$ 7771.05. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Equipment Rental Services

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/20/2025
MM / DD / YYYY

/s/Amber Auckerman
Signature

Print the name of the person who is completing and signing this claim:

Name Amber Auckerman
First name Middle name Last name

Title Senior Legal Analyst

Company Herc Rentals, Inc
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1434 | International (310) 751-2633

Debtor: 25-10606 - Leisure Investments Holdings LLC		
District: District of Delaware		
Creditor: Herc Rentals, Inc 27500 Riverview Center Blvd Bonita Springs, FL, 34134 United States Phone: 2393011579 Phone 2: Fax: Email: bankruptcy@hercrentals.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor: MS LEISURE INC	Amends Claim: No Acquired Claim: No	
Basis of Claim: Equipment Rental Services	Last 4 Digits: Yes - 5827	Uniform Claim Identifier:
Total Amount of Claim: 7771.05	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Amber Auckerman on 20-Jun-2025 10:47:56 a.m. Pacific Time Title: Senior Legal Analyst Company: Herc Rentals, Inc		

RENTAL CONTRACT



R.A. No. 33329833

Page 1 of 1

HERC LOCATION: 352	BILL TO CUSTOMER: 3045827	SHIPPING ADDRESS
HERC SOUTH MIAMI 19380 SW 106TH AVE CUTLER BAY, FL 33157 305-278-3940	MS LEISURE INC MIAMI SEAQUARIUM 4400 OLD RICKENBACKER CAUSEWAY MIAMI, FL 33149	MS LEISURE JOBSITE 4400 RICKENBACKER CSWY KEY BISCAYNE, FL 33149 305-281-0236

DESCRIPTION/CHARGES

EST START: 11/16/22 8:00 **EST RETURN:** 12/14/22 8:00 **DROP DATE:** _____
SHIPPED BY: _____ **ORDERED BY:** GONZALEZ, EDWIN **DROP TIME:** _____
ORDER DATE: 11/16/22 **SALESPERSON:** 492 **SALES COORDINATOR:** ROBERT MARTINEZ

PO# / JOB#: PENDING / 1 - MS LEISURE JOBSI

Qty	Equipment #	Hrs/ Min	Hour	Day	Week	4 Week	Amount
1	STRAIGHTMAST RT FORKLIFT 6000LB 4WD	8/ 395.00	65.83	395.00	1095.00	2450.00	

800025968 Make: CASE Model: 586H Ser #: JJGN580HLEC715234

HR OUT: 4903.50 HR CHG:

Equipment may have telematics technology enabled.

Equipment may have telematics technology enabled.

Certification Training is available for this equipment. Please contact your local Herc Rentals location for more details.

EMISSIONS & ENV SURCHARGE EMISSIONS 48.51

Customer has accepted RPP at a charge of 15.00% of gross rental charges.

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
1	TRANS SRVC SURCHARGE		24.000	24.00
	3710000001 - TRANS SERVICE SURCHARGE			
1	TRANS SRVC SURCHARGE		24.000	24.00
	3710000001 - TRANS SERVICE SURCHARGE			

TRANSPORTATION-DRIVER WAIT TIME is charged if a driver spends more than 20 minutes waiting to unload/load Equipment after scheduled delivery/pickup time. Wait time is \$20 for each 20-minute period thereafter. Customer is responsible for daily maintenance, fuel, damages, and cleaning fees if Equipment is not cleaned before return. REFUELING-For Equipment valued less than \$5,000 and holds less than 3 GAL when full, we assume that 0.6 GAL are needed to refuel. TO END RENTAL CHARGES, Customer must call the branch to get a release #.

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Herc Rentals Inc. or its affiliate ("Herc") may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. Customer must either show proof of property insurance as required in Section 8 on reverse side hereof or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. If Customer accepts RPP and pays Herc the RPP fee, Herc will limit Customer's responsibility for the Equipment repair or replacement cost to \$500 or 10% of the repair or replacement cost per item, including tax, whichever is less. Upon accepting RPP, Customer agrees to pay an RPP fee equal to 15%. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/us/programs/rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 6. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/us/programs/services-and-associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth [above] and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges, (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges, (iv) transportation service surcharges (v) repairs and replacement per this contract, (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys (viii) refueling service charges, (viii) fines for use of dyed diesel fuel in on road Equipment; (ix) preventative maintenance charges and (x) emissions and environmental surcharges and fees, (xi) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.
 PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (II) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.
 CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name _____ Title _____
 Customer Signature _____ Date _____

Terms are due upon receipt Not valid without Barcode



GUARANTY

Business Name _____

Doing business at, (Address) _____

In consideration of the extension of credit to the applicant named herein, the undersigned, jointly, severally and unconditionally guaranty and promise to pay all amounts now owing which may hereinafter become owing by the applicant to Herc Rentals Inc. ("Herc"). This is a continuing guaranty and obligations arising hereunder shall not be affected by any change in terms of indebtedness, the extension of credit beyond amounts specified herein, a change in the term or time for payment, a change in the form of indebtedness or the acceptance of security or collateral. Herc shall not be required to exhaust any remedies against applicant prior to exercising rights granted hereby. The undersigned hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by Herc to the applicant; (b) presentment and demand for paying of any indebtedness of the applicant; (c) protest and notice of dishonor or default to the undersigned with respect to any indebtedness of the applicant; (d) all other notices to which the undersigned might otherwise be entitled; (e) any demand for payment under this guaranty; (f) benefit of all exemptions and homestead laws; (g) all set-offs and counterclaims. This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the applicant or any other person or to require that resort be had to any security. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse Herc, to the extent that such reimbursement is not made by the applicant, for all expenses (including counsel fees) incurred by Herc in connection with any indebtedness of the applicant or the collection thereof and will pay attorneys' fees if this guaranty is placed with an attorney for enforcement or collection from the undersigned. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned by Herc, from time to time as may be needed, in the credit evaluation process. If any provision or part of any provision of this guaranty is in conflict with any applicable statute or rule of law then such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions or part of such. THE UNDERSIGNED HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE IN CONNECTION WITH THIS GUARANTY. The undersigned further acknowledge and represent that any titles written near their signatures below is/are merely intended to clarify the individual's position with the customer and in no way, negates the personal guaranty of such individual.

Guarantor Signature  _____

Printed Guarantor Name _____

Social Security Number (Required) _____

Date _____

Guarantor Signature  _____

Printed Guarantor Name _____

Social Security Number (Required) _____

Date _____

Home Address _____

City/State/Zip _____

Type of ID/State Issued _____

ID # _____

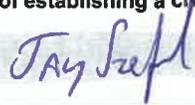
Home Address _____

City/State/Zip _____

Type of ID/State Issued _____

ID # _____

Bank Reference

Bank Name	Chase Bank	
Checking Account Number	000000760326329	Loan Type / Number
Bank Contact Name and Address	Sebastian Alcazar	
Bank Contact Telephone	Bank Contact Email	
For the purpose of establishing a credit line with Herc Rentals Inc., I herewith authorize the above-named bank to furnish the requested information.		
Name (printed)	 Jay Seuff	Signature  _____
		Date 3/8/20

Notes to Credit Department (Internal Use Only)

(ex Requested Credit Line, Anticipated Monthly Spend)



You are completing a new Application with Herc Rentals. If you have already started an Application prior, please utilize the option for Returning Customer to avoid duplicate requests.

Company Identification

** For Sole Prop Accounts PLEASE INDICATE LAST NAME, FIRST NAME in the "Business Name" field. You must indicate COMPANY NAME in the DBA field if applicable. **NOTE: PLEASE DO NOT use apostrophes in the Business Name field.

Company Identification

Business Name*	MS LEISURE INC
DBA - Doing Business As? (Optional)	MIAMI SEAQUARIUM
Physical Address: Street*	4400 RICKENBACKER CAUSEWAY
Physical Address: City*	MIAMI
Physical Address: State/Province*	Florida
Physical Address: Zip/Postal Code*	33149
Country or Region*	United States Of America
Country Renting From*	US
Is the Billing Address the same as the physical address?*	Yes
Business Structure*	Corporation
Account Type I am Applying For*	New/Reactivation Credit Acct w/ PAPER App
For REACTIVATIONS ONLY: Provide Inactive Account Number	

Company Information

Contact Information

Primary Contact First Name*	JAY
Primary Contact Last Name*	SZEFEL
Primary Contact Phone Number*	305-365-2522
Primary Contact E-mail Address*	JSZEFEL@MSQ.CC
Primary Contact Title*	Director

Billing Address

Billing Address

Billing Address Street*	
Billing City*	
Billing State/Province List*	
Billing Zip/Postal Code*	

Accounts Payable & ProControl Enrollment

For your convenience, Accounts Payable Contact Information will automatically be used for ProControl Enrollment

Accounts Payable & ProControl Enrollment

AP Contact First Name* BERTHA
AP Contact Last Name* QUNITERO
AP & ProControl Admin Email Address* BQUINTERO@MSQ.CC
AP Contact Phone # (must be in ###-###-#### format)* 305-365-2522
Opt-in for Emailed Invoices?* Yes
Opt-OUT of ProControl Account Management auto-enrollment* No
Please click below for ProControl key features and benefits [B3B7C465AA1EF5F5E0539F53450A525A](#)

For Branch Use Only

For Branch Use Only

3 Digit Branch # (i.e. 456 in US, OTT in Canada)* 350
Sales Representative Number* 492
Sales Rep Email Address* FABRICE.CONSTANT@HERCRENTALS.COM
Specific Account Type* STANDARD CREDIT ACCOUNT
Alternative Branch Email Address
Requested Credit Limit
NOTES to the CREDIT TEAM about this application
Tax Exempt Business? No
Does The Customer Accept RPP? Yes

Company Requirements

Company Requirements

Personal Guaranty?* No
Trade and/or bank references?* No
Purchase Order Required? Yes
Physical Damage & Liability Insurance Coverage? No
Job Number/Name required? YES

Required Attachments

If Certificate of Insurance is not attached here, please forward it to COITeam@hercrentals.com. For Tax Documents, please email CustomerTax@hercrentals.com.

Required Attachments

Upload Signed Application D9B82D3C42E5955DE0539E53450AAF6E
Upload Certificate of Insurance
Upload Tax Document
Upload Reference List and/or other docs
Click here for Sample of Certificate of Insurance Form [B34C6B25A20192B4E0539F53450A7B99](#)

Terms and Conditions

By clicking submit below, I hereby represent that I am authorized to submit this application and bind the business identified in this application, and that the information provided is for the purpose of obtaining credit and is warranted to be true.

The business identified in this application acknowledges that this request is for the extension of credit for commercial purposes only and is not intended for the extension of credit for personal, family or household purposes. In order to protect individual identities, unless an individual is intending to act as a guarantor for purposes of securing credit and is required to provide guarantor information on this application, no personally identifying information (i.e. Social Security #, drivers license #, bank account information, etc.) should be provided.

The business identified in this application hereby authorizes all banks, financial institutions, trade reference sources, credit reporting agencies and others to release credit information.

In the event of a conflict, the terms and conditions set forth above shall control over any terms and conditions set forth below.

Acknowledgement

Please complete below with Branch Representative Name and Email address completing this Application.

Under "Signatures", please enter the name and title of the authorized signatory from the Paper Application uploaded.

Please note an original copy of signed application with acknowledgment of the Terms & Conditions must be attached to this eApply entry and should be used as proof of authorization to open or reactivate an account in the name of applicant.

I agree to the terms and conditions aboveY

Name	JAY SZEFEL
Email	SZEFEL@MSQ.CC

Signatures

Signatory on paper application	JAY SZEFEL
Signatory Title	DIRECTOR OF FINANCE

GUARANTY

Business Name _____

Doing business at, (Address) _____

In consideration of the extension of credit to the applicant named herein, the undersigned, jointly, severally and unconditionally guaranty and promise to pay all amounts now owing which may hereinafter become owing by the applicant to Herc Rentals Inc. ("Herc"). This is a continuing guaranty and obligations arising hereunder shall not be affected by any change in terms of indebtedness, the extension of credit beyond amounts specified herein, a change in the term or time for payment, a change in the form of indebtedness or the acceptance of security or collateral. Herc shall not be required to exhaust any remedies against applicant prior to exercising rights granted hereby. The undersigned hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by Herc to the applicant; (b) presentment and demand for paying of any indebtedness of the applicant; (c) protest and notice of dishonor or default to the undersigned with respect to any indebtedness of the applicant; (d) all other notices to which the undersigned might otherwise be entitled; (e) any demand for payment under this guaranty; (f) benefit of all exemptions and homestead laws; (g) all set-offs and counterclaims. This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the applicant or any other person or to require that resort be had to any security. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse Herc, to the extent that such reimbursement is not made by the applicant, for all expenses (including counsel fees) incurred by Herc in connection with any indebtedness of the applicant or the collection thereof and will pay attorneys' fees if this guaranty is placed with an attorney for enforcement or collection from the undersigned. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned by Herc, from time to time as may be needed, in the credit evaluation process. If any provision or part of any provision of this guaranty is in conflict with any applicable statute or rule of law then such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions or part of such. THE UNDERSIGNED HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE IN CONNECTION WITH THIS GUARANTY. The undersigned further acknowledge and represent that any titles written near their signatures below is/are merely intended to clarify the individual's position with the customer and in no way, negates the personal guaranty of such individual.

Guarantor Signature  _____

Printed Guarantor Name _____

Social Security Number (Required) _____

Date _____

Guarantor Signature  _____

Printed Guarantor Name _____

Social Security Number (Required) _____

Date _____

Home Address _____

City/State/Zip _____

Type of ID/State Issued _____

ID # _____

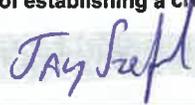
Home Address _____

City/State/Zip _____

Type of ID/State Issued _____

ID # _____

Bank Reference

Bank Name	Chase Bank	
Checking Account Number	000000760326329	Loan Type / Number
Bank Contact Name and Address	Sebastian Alcazar	
Bank Contact Telephone	Bank Contact Email	
For the purpose of establishing a credit line with Herc Rentals Inc., I herewith authorize the above-named bank to furnish the requested information.		
Name (printed)	 Jay Seuff	Signature  _____
		Date 3/8/20

Notes to Credit Department (Internal Use Only)

(ex Requested Credit Line, Anticipated Monthly Spend)



CUSTOMER COPY
PROGRESS BILLING



2/05/25

Invoice Number: 33329833-031

Res/Quote Number: 54681925

AMOUNT DUE: \$ 2590.35

PAYMENT TERMS ARE DUE UPON RECEIPT
LATE CHARGES MAY APPLY
Customer is responsible for FUEL, FLATS,
DAMAGE and CLEANUP FEES.

AMOUNT ENCLOSED:	\$ _____
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MS LEISURE INC *USE 3129677*
MIAMI SEAQUARIUM
4400 OLD RICKENBACKER CAUSEWAY
MIAMI, FL 33149

CUSTOMER NUMBER: 3045827

MAIL PAYMENT TO:
HERC RENTALS INC.
PO BOX 936257
ATLANTA, GA 31193

To insure accurate and timely posting, detach and send top portion with your payment

RENTED FROM: HERC RENTALS (352)
19380 SW 106TH AVE
CUTLER BAY, FL 33157
Ph: 305-278-3940
Fax:000-000-0000

SHIPPING ADDRESS: MS LEISURE JOBSITE
4400 RICKENBACKER CSWY
KEY BISCAIYNE, FL 33149

RENTAL DAYS: 28
INVOICE FROM DATE: 1/08/25
INVOICE THRU DATE: 2/05/25

PO# : PENDING
JOB NUMBER : 1 - MS LEISURE JOBSI
RENTAL START DATE: 11/16/22 8:00
DELIVERED BY:
ORDERED BY: GONZALEZ, EDWIN
SIGNED BY: PHYSICAL PO
SALES REP: FABRICE CONSTANT
CLOSED BY:

	<u>Original</u>	<u>Adjustments</u>	<u>Total</u>
RENTAL CHARGES	2087.00		2087.00
OTHER CHARGES	41.32		41.32
RPP 15% of Rent Chgs	313.05		313.05
TAXABLE CHARGES	2128.32		2128.32
TAX	148.98		148.98
TOTAL CHARGES	2590.35		2590.35
NET DUE			2590.35

QTY	EQUIPMENT #	HRS/	MIN	HOURLY	DAY	WEEK	4 WEEK	AMOUNT
1	STRAIGHTMAST RT FORKLIFT 6000LB 4WD 800335027 Make: CASE Model: 586H Ser #: JJGN580HJNC776044 4551020	8/	361.00		361.00	920.00	2087.00	2087.00
	HR OUT: 1476.00 HR IN: HR CHG: EMISSIONS & ENV SURCHARGE EMISSIONS							41.32



CUSTOMER COPY
PROGRESS BILLING



3/05/25

Invoice Number: 33329833-032

Res/Quote Number: 54681925

AMOUNT DUE: \$ 2590.35

PAYMENT TERMS ARE DUE UPON RECEIPT
LATE CHARGES MAY APPLY
Customer is responsible for FUEL, FLATS,
DAMAGE and CLEANUP FEES.

AMOUNT ENCLOSED: \$ _____

MS LEISURE INC *USE 3129677*
MIAMI SEAQUARIUM
4400 OLD RICKENBACKER CAUSEWAY
MIAMI, FL 33149

CUSTOMER NUMBER: 3045827

MAIL PAYMENT TO:
HERC RENTALS INC.
PO BOX 936257
ATLANTA, GA 31193

To insure accurate and timely posting, detach and send top portion with your payment

RENTED FROM:	SHIPPING ADDRESS:	RENTAL DAYS:	28
HERC RENTALS (352)	MS LEISURE JOBSITE	INVOICE FROM DATE:	2/05/25
19380 SW 106TH AVE	4400 RICKENBACKER CSWY	INVOICE THRU DATE:	3/05/25
CUTLER BAY, FL 33157	KEY BISCAIYNE, FL 33149		
Ph: 305-278-3940			
Fax:000-000-0000			

PO# : PENDING

JOB NUMBER : 1 - MS LEISURE JOBSI

RENTAL START DATE: 11/16/22 8:00

DELIVERED BY:

ORDERED BY: GONZALEZ, EDWIN

SIGNED BY: PHYSICAL PO

SALES REP: FABRICE CONSTANT

CLOSED BY:

	<u>Original</u>	<u>Adjustments</u>	<u>Total</u>
RENTAL CHARGES	2087.00		2087.00
OTHER CHARGES	41.32		41.32
RPP 15% of Rent Chgs	313.05		313.05
TAXABLE CHARGES	2128.32		2128.32
TAX	148.98		148.98
TOTAL CHARGES	2590.35		2590.35
NET DUE			2590.35

QTY	EQUIPMENT #	HRS/	MIN	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	STRAIGHTMAST RT FORKLIFT 6000LB 4WD 800335027 Make: CASE Model: 586H Ser #: JJGN580HJNC776044 4551020	8/	361.00		361.00	920.00	2087.00	2087.00
	HR OUT: 1476.00 HR IN: HR CHG: EMISSIONS & ENV SURCHARGE EMISSIONS							41.32



**CUSTOMER COPY
PROGRESS BILLING**



1/08/25

Invoice Number: **33329833-030**

Res/Quote Number: 54681925

AMOUNT DUE: \$ 2590.35

**PAYMENT TERMS ARE DUE UPON RECEIPT
LATE CHARGES MAY APPLY
Customer is responsible for FUEL, FLATS,
DAMAGE and CLEANUP FEES.**

AMOUNT ENCLOSED:	\$ _____
------------------	----------

MS LEISURE INC *USE 3129677*
MIAMI SEAQUARIUM
4400 OLD RICKENBACKER CAUSEWAY
MIAMI, FL 33149

CUSTOMER NUMBER: 3045827

MAIL PAYMENT TO:
HERC RENTALS INC.
PO BOX 936257
ATLANTA, GA 31193

To insure accurate and timely posting, detach and send top portion with your payment

RENTED FROM:	SHIPPING ADDRESS:	RENTAL DAYS:	28
HERC RENTALS (352)	MS LEISURE JOBSITE	INVOICE FROM DATE:	12/11/24
19380 SW 106TH AVE	4400 RICKENBACKER CSWY	INVOICE THRU DATE:	1/08/25
CUTLER BAY, FL 33157	KEY BISCAIYNE, FL 33149		

Ph: 305-278-3940
Fax:000-000-0000

PO# : PENDING
JOB NUMBER : 1 - MS LEISURE JOBSI
RENTAL START DATE: 11/16/22 8:00
DELIVERED BY:
ORDERED BY: GONZALEZ, EDWIN
SIGNED BY: PHYSICAL PO
SALES REP: FABRICE CONSTANT
CLOSED BY:

	<u>Original</u>	<u>Adjustments</u>	<u>Total</u>
RENTAL CHARGES	2087.00		2087.00
OTHER CHARGES	41.32		41.32
RPP 15% of Rent Chgs	313.05		313.05
TAXABLE CHARGES	2128.32		2128.32
TAX	148.98		148.98
TOTAL CHARGES	2590.35		2590.35
NET DUE			2590.35

QTY	EQUIPMENT #	HRS/	MIN	HOURLY	DAY	WEEK	4 WEEK	AMOUNT
1	STRAIGHTMAST RT FORKLIFT 6000LB 4WD 800335027 Make: CASE Model: 586H Ser #: JJGN580HJNC776044 4551020	8/	361.00		361.00	920.00	2087.00	2087.00
	HR OUT: 1476.00 HR IN: HR CHG: EMISSIONS & ENV SURCHARGE EMISSIONS							41.32