UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2022

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ______ to ______

Commission File Number 1-14387

Commission File Number 1-13663

United Rentals, Inc.
United Rentals (North America), Inc.
(Exact Names of Registrants as Specified in Their Charters)

Delaware **Delaware** **(States of Incorporation)**	**06-1522496** **86-0933835** **(I.R.S. Employer Identification Nos.)**
100 First Stamford Place, Suite 700	
Stamford **Connecticut** **(Address of Principal Executive Offices)**	**06902** **(Zip Code)**

Registrants' Telephone Number, Including Area Code: (203) 622-3131

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $.01 par value, of United Rentals, Inc.	URI	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☒	Accelerated Filer	☐
Non-Accelerated Filer	☐	Smaller Reporting Company	☐
Emerging Growth Company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐Yes ☒ No

As of April 25, 2022, there were 71,611,509 shares of United Rentals, Inc. common stock, $0.01 par value, outstanding. There is no market for the common stock of United Rentals (North America), Inc., all outstanding shares of which are owned by United Rentals, Inc.

This combined Form 10-Q is separately filed by (i) United Rentals, Inc. and (ii) United Rentals (North America), Inc. (which is a wholly owned subsidiary of United Rentals, Inc.). United Rentals (North America), Inc. meets the conditions set forth in General Instruction (H)(1)(a) and (b) of Form 10-Q and is therefore filing this report with the reduced disclosure format permitted by such instruction.

UNITED RENTALS, INC.

UNITED RENTALS (NORTH AMERICA), INC.
FORM 10-Q FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2022

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This quarterly report on Form 10-Q contains forward-looking statements within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. Such statements can be identified by the use of forward-looking terminology such as “believe,” “expect,” “may,” “will,” “should,” “seek,” “on-track,” “plan,” “project,” “forecast,” “intend” or “anticipate,” or the negative thereof or comparable terminology, or by discussions of strategy or outlook. You are cautioned that our business and operations are subject to a variety of risks and uncertainties, many of which are beyond our control, and, consequently, our actual results may differ materially from those projected.

Factors that could cause actual results to differ materially from those projected include, but are not limited to, the following:

- the cyclical nature of our business, which is highly sensitive to North American construction and industrial activities; if construction or industrial activity decline, our revenues and, because many of our costs are fixed, our profitability may be adversely affected;
- uncertainty regarding the ongoing impact of existing and emerging variant strains of the coronavirus (COVID-19) on global economic conditions, and regarding the length of time it will take for the COVID-19 pandemic to ultimately subside. Uncertainty remains regarding the effectiveness of vaccines against COVID-19 (including against emerging variant strains), and the time it will take for the pandemic to subside will also be impacted by measures that may in the future be implemented to protect public health;
- the impact of global economic conditions (including supply chain constraints, potential trade wars and sanctions and other measures imposed in response to the ongoing conflict in Ukraine) and public health crises and epidemics, such as COVID-19, on us, our customers and our suppliers, in the United States and the rest of the world;
- rates we charge and time utilization we achieve being less than anticipated;
- excess fleet in the equipment rental industry;
- inability to benefit from government spending, including spending associated with infrastructure projects;
- trends in oil and natural gas could adversely affect the demand for our services and products;
- competition from existing and new competitors;
- our significant indebtedness (which totaled $9.5 billion at March 31, 2022) requires us to use a substantial portion of our cash flow for debt service and can constrain our flexibility in responding to unanticipated or adverse business conditions;
- inability to refinance our indebtedness on terms that are favorable to us, including as a result of volatility and uncertainty in capital markets, or at all;
- incurrence of additional debt, which could exacerbate the risks associated with our current level of indebtedness;
- noncompliance with financial or other covenants in our debt agreements, which could result in our lenders terminating the agreements and requiring us to repay outstanding borrowings;
- restrictive covenants and amount of borrowings permitted in our debt instruments, which can limit our financial and operational flexibility;
- inability to access the capital that our businesses or growth plans may require, including as a result of uncertainty in capital or other financial markets;
- the possibility that companies that we have acquired or may acquire could have undiscovered liabilities or involve other unexpected costs, may strain our management capabilities or may be difficult to integrate;
- incurrence of impairment charges;
- fluctuations in the price of our common stock and inability to complete stock repurchases in the time frame and/or on the terms anticipated;
- our charter provisions as well as provisions of certain debt agreements and our significant indebtedness may have the effect of making more difficult or otherwise discouraging, delaying or deterring a takeover or other change of control of us;
- inability to manage credit risk adequately or to collect on contracts with a large number of customers;
- turnover in our management team and inability to attract and retain key personnel, as well as loss, absenteeism or the inability of employees to work or perform key functions in light of public health crises or epidemics (including COVID-19);
- costs we incur being more than anticipated, including as a result of inflation, and the inability to realize expected savings in the amounts or time frames planned;
- inability to obtain equipment and other supplies for our business from our key suppliers on acceptable terms or at all, as a result of supply chain disruptions, insolvency, financial difficulties or other factors;
- increases in our maintenance and replacement costs and/or decreases in the residual value of our equipment;
- inability to sell our new or used fleet in the amounts, or at the prices, we expect;

- risks related to security breaches, cybersecurity attacks, failure to protect personal information, compliance with data protection laws and other significant disruptions in our information technology systems;
- risks related to climate change and climate change regulation;
- risks relating to our ability to meet our environmental and social goals, including our greenhouse gas intensity reduction goal;
- the fact that our holding company structure requires us to depend in part on distributions from subsidiaries and such distributions could be limited by contractual or legal restrictions;
- shortfalls in our insurance coverage;
- increases in our loss reserves to address business operations or other claims and any claims that exceed our established levels of reserves;
- incurrence of additional expenses (including indemnification obligations) and other costs in connection with litigation, regulatory and investigatory matters;
- the costs of complying with environmental, safety and foreign laws and regulations, as well as other risks associated with non-U.S. operations, including currency exchange risk, and tariffs;
- the outcome or other potential consequences of regulatory matters and commercial litigation;
- labor shortages and/or disputes, work stoppages or other labor difficulties, which may impact our productivity, and potential enactment of new legislation or other changes in law affecting our labor relations or operations generally; and
- the effect of changes in tax law.

For a more complete description of these and other possible risks and uncertainties, please refer to our Annual Report on Form 10-K for the year ended December 31, 2021, as well as to our subsequent filings with the SEC. Our forward-looking statements contained herein speak only as of the date hereof, and we make no commitment to update or publicly release any revisions to forward-looking statements in order to reflect new information or subsequent events, circumstances or changes in expectations.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

UNITED RENTALS, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS
(In millions, except share data)

	March 31, 2022 (unaudited)	December 31, 2021
ASSETS		
Cash and cash equivalents	$ 101	$ 144
Accounts receivable, net of allowance for doubtful accounts of $116 at March 31, 2022 and $112 at December 31, 2021	1,607	1,677
Inventory	179	164
Prepaid expenses and other assets	123	166
Total current assets	2,010	2,151
Rental equipment, net	10,604	10,560
Property and equipment, net	625	612
Goodwill	5,517	5,528
Other intangible assets, net	583	615
Operating lease right-of-use assets	792	784
Other long-term assets	38	42
Total assets	**$ 20,169**	**$ 20,292**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Short-term debt and current maturities of long-term debt	$ 960	$ 906
Accounts payable	828	816
Accrued expenses and other liabilities	809	881
Total current liabilities	2,597	2,603
Long-term debt	8,528	8,779
Deferred taxes	2,188	2,154
Operating lease liabilities	625	621
Other long-term liabilities	147	144
Total liabilities	**14,085**	**14,301**
Common stock—$0.01 par value, 500,000,000 shares authorized, 114,687,661 and 71,867,762 shares issued and outstanding, respectively, at March 31, 2022 and 114,434,075 and 72,420,566 shares issued and outstanding, respectively, at December 31, 2021	1	1
Additional paid-in capital	2,535	2,567
Retained earnings	7,918	7,551
Treasury stock at cost—42,819,899 and 42,013,509 shares at March 31, 2022 and December 31, 2021, respectively	(4,219)	(3,957)
Accumulated other comprehensive loss	(151)	(171)
Total stockholders' equity	**6,084**	**5,991**
Total liabilities and stockholders' equity	**$ 20,169**	**$ 20,292**

See accompanying notes.

UNITED RENTALS, INC.

CONDENSED CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)
(In millions, except per share amounts)

	Three Months Ended March 31, 2022	Three Months Ended March 31, 2021
Revenues:		
Equipment rentals	$ 2,175	$ 1,667
Sales of rental equipment	211	267
Sales of new equipment	45	49
Contractor supplies sales	29	24
Service and other revenues	64	50
Total revenues	**2,524**	**2,057**
Cost of revenues:		
Cost of equipment rentals, excluding depreciation	906	715
Depreciation of rental equipment	435	375
Cost of rental equipment sales	95	164
Cost of new equipment sales	37	42
Cost of contractor supplies sales	20	17
Cost of service and other revenues	39	30
Total cost of revenues	**1,532**	**1,343**
Gross profit	**992**	**714**
Selling, general and administrative expenses	323	250
Restructuring charge	—	1
Non-rental depreciation and amortization	97	91
Operating income	572	372
Interest expense, net	94	99
Other income, net	(5)	(2)
Income before provision for income taxes	**483**	**275**
Provision for income taxes	116	72
Net income	**$ 367**	**$ 203**
Basic earnings per share	$ 5.07	$ 2.81
Diluted earnings per share	$ 5.05	$ 2.80

See accompanying notes.

UNITED RENTALS, INC.

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)
(In millions)

	Three Months Ended March 31,	
	2022	2021
Net income	$ 367	$ 203
Other comprehensive income, net of tax:		
Foreign currency translation adjustments (1)	17	5
Fixed price diesel swaps	3	1
Other comprehensive income	20	6
Comprehensive income (1)	**$ 387**	**$ 209**

(1) There were no material reclassifications from accumulated other comprehensive loss reflected in other comprehensive income (loss) during 2022 or 2021. There was no material tax impact related to the foreign currency translation adjustments. We have historically considered the undistributed earnings of our foreign subsidiaries to be indefinitely reinvested, and, accordingly, no taxes were provided on such earnings prior to 2020. In 2020 and 2021, we identified cash in our foreign operations in excess of near-term working capital needs that could no longer be considered indefinitely reinvested. As a result, our prior assertion that all undistributed earnings of our foreign subsidiaries should be considered indefinitely reinvested changed. In 2021, we remitted $203 of cash from foreign operations (such amount represents the cumulative amount of identified cash in our foreign operations in excess of near-term working capital needs). We continue to expect that the remaining balance of our undistributed foreign earnings will be indefinitely reinvested. If we determine that all or a portion of such foreign earnings are no longer indefinitely reinvested, we may be subject to additional foreign withholding taxes and U.S. state income taxes. There were no material taxes associated with other comprehensive income (loss) during 2022 or 2021.

See accompanying notes.

UNITED RENTALS, INC.

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (UNAUDITED)
(In millions)

	Three Months Ended March 31, 2022											
	Common Stock							Treasury Stock				
	Number of Shares (1)		Amount		Additional Paid-in Capital		Retained Earnings	Number of Shares		Amount		Accumulated Other Comprehensive Loss (2)
Balance at December 31, 2021	**72**	**$**	**1**	**$**	**2,567**	**$**	**7,551**	**42**	**$**	**(3,957)**	**$**	**(171)**
Net income							367					
Foreign currency translation adjustments												17
Fixed price diesel swaps												3
Stock compensation expense, net	1				24							
Shares repurchased and retired					(56)							
Repurchase of common stock	(1)							1		(262)		
Balance at March 31, 2022	**72**	**$**	**1**	**$**	**2,535**	**$**	**7,918**	**43**	**$**	**(4,219)**	**$**	**(151)**

	Three Months Ended March 31, 2021											
	Common Stock							Treasury Stock				
	Number of Shares (1)		Amount		Additional Paid-in Capital		Retained Earnings	Number of Shares		Amount		Accumulated Other Comprehensive Loss (2)
Balance at December 31, 2020	**72**	**$**	**1**	**$**	**2,482**	**$**	**6,165**	**42**	**$**	**(3,957)**	**$**	**(146)**
Net income							203					
Foreign currency translation adjustments												5
Fixed price diesel swaps												1
Stock compensation expense, net	—				21							
Shares repurchased and retired					(30)							
Balance at March 31, 2021	**72**	**$**	**1**	**$**	**2,473**	**$**	**6,368**	**42**	**$**	**(3,957)**	**$**	**(140)**

(1) Common stock outstanding increased by less than 1 million net shares during the year ended December 31, 2021.
(2) The Accumulated Other Comprehensive Loss balance primarily reflects foreign currency translation adjustments.

See accompanying notes.

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UNITED RENTALS, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(In millions)

	Three Months Ended March 31, 2022	Three Months Ended March 31, 2021
Cash Flows From Operating Activities:		
Net income	$ 367	$ 203
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	532	466
Amortization of deferred financing costs and original issue discounts	3	3
Gain on sales of rental equipment	(116)	(103)
Gain on sales of non-rental equipment	(2)	(1)
Insurance proceeds from damaged equipment	(7)	(7)
Stock compensation expense, net	24	21
Restructuring charge	—	1
Increase in deferred taxes	37	3
Changes in operating assets and liabilities, net of amounts acquired:		
Decrease in accounts receivable	76	63
(Increase) decrease in inventory	(13)	11
Decrease in prepaid expenses and other assets	61	23
Increase in accounts payable	10	96
Decrease in accrued expenses and other liabilities	(86)	(21)
Net cash provided by operating activities	**886**	**758**
Cash Flows From Investing Activities:		
Purchases of rental equipment	(482)	(295)
Purchases of non-rental equipment and intangible assets	(55)	(19)
Proceeds from sales of rental equipment	211	267
Proceeds from sales of non-rental equipment	5	7
Insurance proceeds from damaged equipment	7	7
Purchases of other companies, net of cash acquired	(77)	(1)
Purchases of investments	(3)	—
Net cash used in investing activities	**(394)**	**(34)**
Cash Flows From Financing Activities:		
Proceeds from debt	1,155	1,091
Payments of debt	(1,372)	(1,710)
Common stock repurchased	(318)	(30)
Net cash used in financing activities	**(535)**	**(649)**
Effect of foreign exchange rates	—	1
Net (decrease) increase in cash and cash equivalents	**(43)**	**76**
Cash and cash equivalents at beginning of period	144	202
Cash and cash equivalents at end of period	**$ 101**	**$ 278**
Supplemental disclosure of cash flow information:		
Cash paid for income taxes, net	$ 10	$ 6
Cash paid for interest	149	167

See accompanying notes.

1. Organization, Description of Business and Basis of Presentation

United Rentals, Inc. (“Holdings,” “URI” or the “Company”) is principally a holding company and conducts its operations primarily through its wholly owned subsidiary, United Rentals (North America), Inc. (“URNA”), and subsidiaries of URNA. Holdings’ primary asset is its sole ownership of all issued and outstanding shares of common stock of URNA. URNA’s various credit agreements and debt instruments place restrictions on its ability to transfer funds to its shareholder.

We rent equipment to a diverse customer base that includes construction and industrial companies, manufacturers, utilities, municipalities, homeowners and government entities. We primarily operate in the United States and Canada, and have a limited presence in Europe, Australia and New Zealand. In addition to renting equipment, we sell new and used rental equipment, as well as related contractor supplies, parts and service.

We have prepared the accompanying unaudited condensed consolidated financial statements in accordance with the accounting policies described in our annual report on Form 10-K for the year ended December 31, 2021 (the “2021 Form 10-K”) and the interim reporting requirements of Form 10-Q. Accordingly, certain information and note disclosures normally included in financial statements prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) have been condensed or omitted. These unaudited condensed consolidated financial statements should be read in conjunction with the 2021 Form 10-K.

In our opinion, all adjustments, consisting only of normal recurring adjustments, which are necessary for a fair presentation of financial condition, operating results and cash flows for the interim periods presented have been made. Interim results of operations are not necessarily indicative of the results of the full year.

COVID-19

The novel coronavirus (“COVID-19”) was first identified in people in late 2019. COVID-19 spread rapidly throughout the world and, in March 2020, the World Health Organization characterized COVID-19 as a pandemic. COVID-19 is a pandemic of respiratory disease spreading from person-to-person that poses a serious public health risk. The COVID-19 pandemic has significantly disrupted supply chains and businesses around the world. Uncertainty remains regarding the ongoing impact of existing and emerging variant strains of COVID-19 on the operations and financial position of United Rentals, and on the global economy. Uncertainty also remains regarding the length of time it will take for the COVID-19 pandemic to ultimately subside, which will be impacted by the effectiveness of vaccines against COVID-19 (including against emerging variant strains), and by measures that may in the future be implemented to protect public health. The health and safety of our employees and customers remains our top priority, and we also implemented a detailed COVID-19 response plan, which is explained in more detail in “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and which we believe helped mitigate the impact of COVID-19 on our results.

We began to experience a decline in revenues in March 2020, when rental volume declined in response to shelter-in-place orders and other market restrictions. The volume declines were more pronounced in 2020 than 2021, and we have seen recent evidence of recovery across our construction and industrial markets, as well as encouraging gains in end-market indicators, as reflected in our 2022 forecast and performance through March 31, 2022. COVID-19 is discussed in more detail throughout “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

2. Revenue Recognition

Revenue Recognition Accounting Standards

We recognize revenue in accordance with two different accounting standards: 1) Topic 606 (which addresses revenue from contracts with customers) and 2) Topic 842 (which addresses lease revenue). Under Topic 606, revenue from contracts with customers is measured based on the consideration specified in the contract with the customer, and excludes any sales incentives and amounts collected on behalf of third parties. A performance obligation is a promise in a contract to transfer a distinct good or service to a customer, and is the unit of account under Topic 606. As reflected below, most of our revenue is accounted for under Topic 842. Our contracts with customers generally do not include multiple performance obligations. We recognize revenue when we satisfy a performance obligation by transferring control over a product or service to a customer. The amount of revenue recognized reflects the consideration we expect to be entitled to in exchange for such products or services.

(Dollars in millions, except per share data, unless otherwise indicated)

Nature of goods and services

In the following table, revenue is summarized by type and by the applicable accounting standard.

	Three Months Ended March 31,					
	2022			2021		
	Topic 842	Topic 606	Total	Topic 842	Topic 606	Total
Revenues:						
Owned equipment rentals	$ 1,797	$ —	$ 1,797	$ 1,405	$ —	$ 1,405
Re-rent revenue	49	—	49	32	—	32
Ancillary and other rental revenues:						
Delivery and pick-up	—	157	157	—	116	116
Other	124	48	172	81	33	114
Total ancillary and other rental revenues	124	205	329	81	149	230
Total equipment rentals	**1,970**	**205**	**2,175**	**1,518**	**149**	**1,667**
Sales of rental equipment	—	211	211	—	267	267
Sales of new equipment	—	45	45	—	49	49
Contractor supplies sales	—	29	29	—	24	24
Service and other revenues	—	64	64	—	50	50
Total revenues	**$ 1,970**	**$ 554**	**$ 2,524**	**$ 1,518**	**$ 539**	**$ 2,057**

Revenues by reportable segment are presented in note 4 of the condensed consolidated financial statements, using the revenue captions reflected in our condensed consolidated statements of operations. The majority of our revenue is recognized in our general rentals segment and in the U.S. (for the three months ended March 31, 2022, 75 percent and 90 percent, respectively). We believe that the disaggregation of our revenue from contracts to customers as reflected above, coupled with the further discussion below and the reportable segment disclosures in note 4, depicts how the nature, amount, timing and uncertainty of our revenue and cash flows are affected by economic factors.

Lease revenues (Topic 842)

The accounting for the types of revenue that are accounted for under Topic 842 is discussed below.

Owned equipment rentals represent our most significant revenue type (they accounted for 71 percent of total revenues for the three months ended March 31, 2022) and are governed by our standard rental contract. We account for such rentals as operating leases. The lease terms are included in our contracts, and the determination of whether our contracts contain leases generally does not require significant assumptions or judgments. Our lease revenues do not include material amounts of variable payments.

Owned equipment rentals: Owned equipment rentals represent revenues from renting equipment that we own. We do not generally provide an option for the lessee to purchase the rented equipment at the end of the lease, and do not generate material revenue from sales of equipment under such options.

We recognize revenues from renting equipment on a straight-line basis. Our rental contract periods are hourly, daily, weekly or monthly. By way of example, if a customer were to rent a piece of equipment and the daily, weekly and monthly rental rates for that particular piece were (in actual dollars) $100, $300 and $900, respectively, we would recognize revenue of $32.14 per day. The daily rate for recognition purposes is calculated by dividing the monthly rate of $900 by the monthly term of 28 days. This daily rate assumes that the equipment will be on rent for the full 28 days, as we are unsure of when the customer will return the equipment and therefore unsure of which rental contract period will apply.

As part of this straight-line methodology, when the equipment is returned, we recognize as incremental revenue the excess, if any, between the amount the customer is contractually required to pay, which is based on the rental contract period applicable to the actual number of days the equipment was out on rent, over the cumulative amount of revenue recognized to date. In any given accounting period, we will have customers return equipment and be contractually required to pay us more than the cumulative amount of revenue recognized to date under the straight-line methodology. For instance, continuing the above example, if the customer rented the above piece of equipment on December 29 and returned it at the close of business on January 1, we would recognize incremental revenue on January 1 of $171.44 (in actual dollars, representing the difference between the amount the customer is contractually required to pay, or $300 at the weekly rate, and the cumulative amount recognized to date on a straight-line basis, or $128.56, which represents four days at $32.14 per day).

We record amounts billed to customers in excess of recognizable revenue as deferred revenue on our balance sheet. We had deferred revenue (associated with both Topic 842 and Topic 606) of $88 and $83 as of March 31, 2022 and December 31, 2021, respectively.

As noted above, we are unsure of when the customer will return rented equipment. As such, we do not know how much the customer will owe us upon return of the equipment and cannot provide a maturity analysis of future lease payments. Our equipment is generally rented for short periods of time. Lessees do not provide residual value guarantees on rented equipment.

We expect to derive significant future benefits from our equipment following the end of the rental term. Our rentals are generally short-term in nature, and our equipment is typically rented for the majority of the time that we own it. We additionally recognize revenue from sales of rental equipment when we dispose of the equipment.

Re-rent revenue: Re-rent revenue reflects revenues from equipment that we rent from vendors and then rent to our customers. We account for such rentals as subleases. The accounting for re-rent revenue is the same as the accounting for owned equipment rentals described above.

"Other" equipment rental revenue is primarily comprised of 1) Rental Protection Plan (or "RPP") revenue associated with the damage waiver customers can purchase when they rent our equipment to protect against potential loss or damage, 2) environmental charges associated with the rental of equipment, 3) charges for rented equipment that is damaged by our customers and 4) charges for setup and other services performed on rented equipment.

Revenues from contracts with customers (Topic 606)

The accounting for the types of revenue that are accounted for under Topic 606 is discussed below. Substantially all of our revenues under Topic 606 are recognized at a point-in-time rather than over time.

Delivery and pick-up: Delivery and pick-up revenue associated with renting equipment is recognized when the service is performed.

"Other" equipment rental revenue is primarily comprised of revenues associated with the consumption of fuel by our customers which are recognized when the equipment is returned by the customer (and consumption, if any, can be measured).

Sales of rental equipment, new equipment and contractor supplies are recognized at the time of delivery to, or pick-up by, the customer and when collectibility is probable.

Service and other revenues primarily represent revenues earned from providing repair and maintenance services on our customers' fleet (including parts sales). Service revenue is recognized as the services are performed.

Receivables and contract assets and liabilities

As reflected above, most of our equipment rental revenue is accounted for under Topic 842 (such revenue represented 78 percent of our total revenues for the three months ended March 31, 2022). The customers that are responsible for the remaining revenue that is accounted for under Topic 606 are generally the same customers that rent our equipment. We manage credit risk associated with our accounts receivables at the customer level. Because the same customers generate the revenues that are accounted for under both Topic 606 and Topic 842, the discussions below on credit risk and our allowances for doubtful accounts address receivables arising from revenues from both Topic 606 and Topic 842.

Concentration of credit risk with respect to our receivables is limited because a large number of geographically diverse customers makes up our customer base. Our largest customer accounted for less than one percent of total revenues for the three months ended March 31, 2022, and for each of the last three full years. Our customer with the largest receivable balance represented approximately one percent of total receivables at March 31, 2022 and December 31, 2021. We manage credit risk through credit approvals, credit limits and other monitoring procedures.

Our allowances for doubtful accounts reflect our estimate of the amount of our receivables that we will be unable to collect based on historical write-off experience and, as applicable, current conditions and reasonable and supportable forecasts that affect collectibility. Our estimate could require change based on changing circumstances, including changes in the economy or in the particular circumstances of individual customers. Accordingly, we may be required to increase or decrease our allowances. Trade receivables that have contractual maturities of one year or less are written-off when they are determined to be uncollectible based on the criteria necessary to qualify as a deduction for federal tax purposes. Write-offs of such receivables require management approval based on specified dollar thresholds. See the table below for a rollforward of our allowance for doubtful accounts.

(Dollars in millions, except per share data, unless otherwise indicated)

The measurement of expected credit losses is based on relevant information from past events, including historical experiences, current conditions and reasonable and supportable forecasts that affect collectibility. Trade receivables are the only material financial asset we have that is subject to the requirement to measure expected credit losses as noted above, as this requirement does not apply to receivables arising from operating lease revenues. Substantially all of our non-lease trade receivables are due in one year or less. As discussed above, most of our equipment rental revenue is accounted for as lease revenue (such revenue represented 78 percent of our total revenues for the three months ended March 31, 2022, and these revenues account for corresponding portions of the $1.607 billion of net accounts receivable and the associated allowance for doubtful accounts of $116 reported on our condensed consolidated balance sheet as of March 31, 2022).

As discussed above, most of our equipment rental revenue is accounted for under Topic 842. The customers that are responsible for the remaining revenue that is accounted for under Topic 606 are generally the same customers that rent our equipment. We manage credit risk associated with our accounts receivables at the customer level. The rollforward of our allowance for doubtful accounts (in total, and associated with revenues arising from both Topic 606 and Topic 842) is shown below.

	Three Months Ended March 31, 2022	Three Months Ended March 31, 2021
Beginning balance	**$ 112**	**$ 108**
Charged to costs and expenses (1)	1	—
Charged to revenue (2)	8	4
Deductions and other (3)	(5)	(8)
Ending balance	**$ 116**	**$ 104**

(1) Reflects bad debt expenses recognized within selling, general and administrative expenses (associated with Topic 606 revenues).
(2) Primarily reflects doubtful accounts associated with lease revenues that were recognized as a reduction to equipment rentals revenue (primarily associated with Topic 842 revenues).
(3) Primarily represents write-offs of accounts, net of immaterial recoveries and other activity.

We do not have material contract assets, or impairment losses associated therewith, or material contract liabilities, associated with contracts with customers. Our contracts with customers do not generally result in material amounts billed to customers in excess of recognizable revenue. We did not recognize material revenue during the three months ended March 31, 2022 or 2021 that was included in the contract liability balance as of the beginning of such periods.

Performance obligations

Most of our Topic 606 revenue is recognized at a point-in-time, rather than over time. Accordingly, in any particular period, we do not generally recognize a significant amount of revenue from performance obligations satisfied (or partially satisfied) in previous periods, and the amounts of such revenue recognized during the three months ended March 31, 2022 and 2021 were not material. We also do not expect to recognize material revenue in the future related to performance obligations that were unsatisfied (or partially unsatisfied) as of March 31, 2022.

Payment terms

Our Topic 606 revenues do not include material amounts of variable consideration. Our payment terms vary by the type and location of our customer and the products or services offered. The time between invoicing and when payment is due is not significant. Our contracts do not generally include a significant financing component. For certain products or services and customer types, we require payment before the products or services are delivered to the customer. Our contracts with customers do not generally result in significant obligations associated with returns, refunds or warranties. See above for a discussion of how we manage credit risk.

Revenue is recognized net of taxes collected from customers, which are subsequently remitted to governmental authorities.

Contract costs

We do not recognize any assets associated with the incremental costs of obtaining a contract with a customer (for example, a sales commission) that we expect to recover. Most of our revenue is recognized at a point-in-time or over a period of one year or less, and we use the practical expedient that allows us to recognize the incremental costs of obtaining a contract as an expense when incurred if the amortization period of the asset that we otherwise would have recognized is one year or less.

Contract estimates and judgments

Our revenues accounted for under Topic 606 generally do not require significant estimates or judgments, primarily for the following reasons:

- The transaction price is generally fixed and stated in our contracts;
- As noted above, our contracts generally do not include multiple performance obligations, and accordingly do not generally require estimates of the standalone selling price for each performance obligation;
- Our revenues do not include material amounts of variable consideration, or result in significant obligations associated with returns, refunds or warranties; and
- Most of our revenue is recognized as of a point-in-time and the timing of the satisfaction of the applicable performance obligations is readily determinable. As noted above, our Topic 606 revenue is generally recognized at the time of delivery to, or pick-up by, the customer.

Our revenues accounted for under Topic 842 also generally do not require significant estimates or judgments. We monitor and review our estimated standalone selling prices on a regular basis.

(Dollars in millions, except per share data, unless otherwise indicated)

3. Acquisitions

On May 25, 2021, we completed the acquisition of General Finance. General Finance previously operated as Pac-Van and Container King in the U.S. and Canada, and as Royal Wolf in Australia and New Zealand, and was a leading provider of mobile storage and modular office space. Its network served diverse end-markets, including construction, commercial, industrial, retail, transportation, petrochemical, consumer, natural resources, governmental and education. As of March 31, 2021, General Finance's rental fleet consisted of approximately 100,000 units at an original cost of approximately $650. For the 12 months ended December 31, 2020, General Finance had revenues of $342 (such amount represents General Finance's historic revenue presented in accordance with our revenue mapping). The acquisition:

• Complemented our leading positions in general construction and industrial rentals and specialty rentals, which further differentiated us through our ability to deliver value as a one-stop-shop for customers;

• Created immediate cross-sell opportunities, and allowed us to introduce mobile storage and modular office solutions in service areas that previously were not served by General Finance; and

• Provided entry into Australia and New Zealand, with an established platform run by a seasoned management team, and with a strong growth strategy already in place.

The aggregate consideration paid to acquire General Finance was $1.032 billion. The acquisition and related fees and expenses were funded through available cash and drawings on our senior secured asset-based revolving credit facility ("ABL facility").

The following table summarizes the fair values of the assets acquired and liabilities assumed. The purchase price allocations for these assets and liabilities are based on preliminary valuations and are subject to change as we obtain additional information during the acquisition measurement period, although we do not expect material future changes.

Cash and cash equivalents	$ 13
Accounts receivable (1)	44
Inventory	36
Rental equipment	686
Property and equipment	42
Intangibles (2)	123
Operating lease right-of-use assets	59
Other assets	23
Total identifiable assets acquired	1,026
Current liabilities	(93)
Deferred taxes	(120)
Operating lease liabilities	(44)
Total liabilities assumed	(257)
Net identifiable assets acquired	769
Goodwill (3)	263
Net assets acquired	$ 1,032

(1) The fair value of accounts receivables acquired was $44, and the gross contractual amount was $50. We estimated that $6 would be uncollectible.
(2) The following table reflects the fair values and useful lives of the acquired intangible assets identified based on our preliminary purchase accounting assessments:

	Fair value	Life (years)
Customer relationships	$ 116	7
Trade names and associated trademarks	7	5
Total	$ 123	

(Dollars in millions, except per share data, unless otherwise indicated)

(3) All of the goodwill was assigned to our specialty segment. We have not yet obtained all the information required to finalize the valuations of the assets acquired and liabilities assumed, although we do not expect material future changes. Once finalized, we expect that the goodwill that results from the acquisition will be primarily reflective of General Finance's going-concern value, the value of General Finance's assembled workforce, new customer relationships expected to arise from the acquisition, and operational synergies that we expect to achieve that would not be available to other market participants. $28 of goodwill is expected to be deductible for income tax purposes.

We incurred acquisition-related costs associated with the General Finance acquisition, however no such costs were recognized during the three months ended March 31, 2022 or 2021. It is not practicable to reasonably estimate the amounts of revenue and earnings of General Finance since the acquisition date, primarily due to the movement of fleet between URI locations and the acquired General Finance locations, as well as our corporate structure and the allocation of corporate costs.

Pro forma financial information

The pro forma information below gives effect to the General Finance acquisition as if it had been completed on January 1, 2020 (the "pro forma acquisition date”). The pro forma information is not necessarily indicative of our results had the acquisition been completed on the above date, nor is it necessarily indicative of our future results. The pro forma information reflects General Finance’s historic revenue presented in accordance with our revenue mapping, does not reflect any cost savings from operating efficiencies or synergies that could result from the acquisition, and also does not reflect additional revenue opportunities following the acquisition. The pro forma information includes adjustments to record the acquired assets and liabilities of General Finance at their respective fair values based on available information and to give effect to the financing for the acquisition. The pro forma adjustments reflected in the table below are subject to change as additional analysis is performed. The purchase price allocations for the assets acquired and liabilities assumed are based on preliminary valuations and are subject to change as we obtain additional information during the acquisition measurement period, although we do not expect material future changes. Increases or decreases in the estimated fair values of the net assets acquired may impact our statements of income in future periods. We expect that the values assigned to the assets acquired and liabilities assumed will be finalized during the one-year measurement period following the acquisition date. The table below presents unaudited pro forma consolidated income statement information as if General Finance had been included in our consolidated results for the entire period reflected:

	Three Months Ended March 31, 2021
United Rentals historic revenues	$ 2,057
General Finance historic revenues	89
Pro forma revenues	**2,146**
United Rentals historic pretax income	275
General Finance historic pretax income (loss)	15
Combined pretax income	**290**
Pro forma adjustments to combined pretax income:	
Impact of fair value mark-ups/useful life changes on depreciation (1)	(7)
Impact of the fair value mark-up of acquired fleet on cost of rental equipment sales (2)	(4)
Intangible asset amortization (3)	(6)
Interest expense (4)	(3)
Elimination of historic interest (5)	5
Elimination of changes in the valuation of bifurcated derivatives in convertible notes (6)	(4)
Pro forma pretax income	**$ 271**

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(1) Depreciation of rental equipment and non-rental depreciation were adjusted for the fair value mark-ups, and the changes in useful lives and salvage values, of the equipment acquired in the General Finance acquisition.

(2) Cost of rental equipment sales was adjusted for the fair value mark-ups of rental equipment acquired in the General Finance acquisition.

(3) Intangible asset amortization was adjusted to include amortization of the acquired intangible assets.

(4) As discussed above, we funded the General Finance acquisition using drawings on our ABL facility. Interest expense was adjusted to reflect interest on the ABL facility borrowings.

(5) Historic interest on debt that is not part of the combined entity was eliminated.

(6) General Finance historically recognized changes in the valuation of bifurcated derivatives in convertible notes in its statements of operations. These historic changes were eliminated because the bifurcated derivatives are not part of the combined entity.

During 2022, we completed a series of acquisitions which were not significant individually or in the aggregate. See the condensed consolidated statements of cash flows for the total cash outflow for purchases of other companies, net of cash acquired.

(Dollars in millions, except per share data, unless otherwise indicated)

4. Segment Information

Our reportable segments are i) general rentals and ii) specialty. For general rentals, the divisions discussed below, which are our operating segments, are aggregated into the reportable segment. The specialty segment is a single division that is both an operating segment and a reportable segment. We believe that the divisions that are aggregated into our reportable segments have similar economic characteristics, as each division is capital intensive, offers similar products to similar customers, uses similar methods to distribute its products, and is subject to similar competitive risks. The aggregation of our divisions also reflects the management structure that we use for making operating decisions and assessing performance. We evaluate segment performance primarily based on segment equipment rentals gross profit.

The general rentals segment includes the rental of i) general construction and industrial equipment, such as backhoes, skid-steer loaders, forklifts, earthmoving equipment and material handling equipment, ii) aerial work platforms, such as boom lifts and scissor lifts and iii) general tools and light equipment, such as pressure washers, water pumps and power tools. The general rentals segment reflects the aggregation of four geographic divisions—Central, Northeast, Southeast and West—and operates throughout the United States and Canada.

The specialty segment, which, as noted above, is a single division that is both an operating segment and a reportable segment, includes the rental of specialty construction products such as i) trench safety equipment, such as trench shields, aluminum hydraulic shoring systems, slide rails, crossing plates, construction lasers and line testing equipment for underground work, ii) power and HVAC equipment, such as portable diesel generators, electrical distribution equipment, and temperature control equipment, iii) fluid solutions equipment primarily used for fluid containment, transfer and treatment, and iv) mobile storage equipment and modular office space. The specialty segment's customers include construction companies involved in infrastructure projects, municipalities and industrial companies. This segment primarily operates in the United States and Canada, and has a limited presence in Europe, Australia and New Zealand.

The following tables set forth financial information by segment.

	General rentals	Specialty	Total
Three Months Ended March 31, 2022			
Equipment rentals	$ 1,593	$ 582	$ 2,175
Sales of rental equipment	184	27	211
Sales of new equipment	29	16	45
Contractor supplies sales	18	11	29
Service and other revenues	58	6	64
Total revenue	**1,882**	**642**	**2,524**
Depreciation and amortization expense	422	110	532
Equipment rentals gross profit	575	259	834
Capital expenditures	394	143	537
Three Months Ended March 31, 2021			
Equipment rentals	$ 1,273	$ 394	$ 1,667
Sales of rental equipment	247	20	267
Sales of new equipment	42	7	49
Contractor supplies sales	16	8	24
Service and other revenues	44	6	50
Total revenue	**1,622**	**435**	**2,057**
Depreciation and amortization expense	380	86	466
Equipment rentals gross profit	411	166	577
Capital expenditures	284	30	314

(Dollars in millions, except per share data, unless otherwise indicated)

	March 31, 2022	December 31, 2021
Total reportable segment assets		
General rentals	$ 15,947	$ 16,087
Specialty	4,222	4,205
Total assets	**$ 20,169**	**$ 20,292**

Equipment rentals gross profit is the primary measure management reviews to make operating decisions and assess segment performance. The following is a reconciliation of equipment rentals gross profit to income before provision for income taxes:

	Three Months Ended March 31, 2022	Three Months Ended March 31, 2021
Total equipment rentals gross profit	$ 834	$ 577
Gross profit from other lines of business	158	137
Selling, general and administrative expenses	(323)	(250)
Restructuring charge (1)	—	(1)
Non-rental depreciation and amortization	(97)	(91)
Interest expense, net	(94)	(99)
Other income, net	5	2
Income before provision for income taxes	**$ 483**	**$ 275**

(1) Primarily reflects severance and branch closure charges associated with our restructuring programs. For additional information, see "Management’s Discussion and Analysis of Financial Condition and Results of Operations-Results of Operations-Other costs/(income)-restructuring charges" below.

(Dollars in millions, except per share data, unless otherwise indicated)

5. Fair Value Measurements

As of March 31, 2022 and December 31, 2021, the amounts of our assets and liabilities that were accounted for at fair value were immaterial.

Fair value measurements are categorized in one of the following three levels based on the lowest level input that is significant to the fair value measurement in its entirety:

Level 1- Inputs to the valuation methodology are unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2- Observable inputs other than quoted prices in active markets for identical assets or liabilities include:

a) quoted prices for similar assets or liabilities in active markets;

b) quoted prices for identical or similar assets or liabilities in inactive markets;

c) inputs other than quoted prices that are observable for the asset or liability;

d) inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3- Inputs to the valuation methodology are unobservable (i.e., supported by little or no market activity) and significant to the fair value measure.

Fair Value of Financial Instruments

The carrying amounts reported in our condensed consolidated balance sheets for accounts receivable, accounts payable and accrued expenses and other liabilities approximate fair value due to the immediate to short-term maturity of these financial instruments. The fair values of our ABL, accounts receivable securitization and term loan facilities and finance leases approximated their book values as of March 31, 2022 and December 31, 2021. The estimated fair values of our other financial instruments, all of which are categorized in Level 1 of the fair value hierarchy, as of March 31, 2022 and December 31, 2021 have been calculated based upon available market information, and were as follows:

	March 31, 2022		December 31, 2021	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Senior notes	$ 6,717	$ 6,672	$ 6,716	$ 7,023

6. Debt

Debt, net of unamortized original issue discounts or premiums, and unamortized debt issuance costs, consists of the following:

(Dollars in millions, except per share data, unless otherwise indicated)

	March 31, 2022	December 31, 2021
Accounts Receivable Securitization Facility expiring 2022 (1) (2)	$ 900	$ 843
$3.75 billion ABL Facility expiring 2024 (1)	776	1,029
Term loan facility expiring 2025 (1)	960	962
5 $^{1}/_{2}$ percent Senior Notes due 2027 (3)	995	995
3 $^{7}/_{8}$ percent Senior Secured Notes due 2027	743	743
4 $^{7}/_{8}$ percent Senior Notes due 2028 (4)	1,661	1,660
5 $^{1}/_{4}$ percent Senior Notes due 2030	743	743
4 percent Senior Notes due 2030	743	743
3 $^{7}/_{8}$ percent Senior Notes due 2031	1,089	1,089
3 $^{3}/_{4}$ percent Senior Notes due 2032	743	743
Finance leases	135	135
Total debt	**9,488**	**9,685**
Less short-term portion (5)	(960)	(906)
Total long-term debt	**$ 8,528**	**$ 8,779**

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(1) The table below presents financial information associated with our variable rate indebtedness as of and for the three months ended March 31, 2022. We have borrowed the full available amount under the term loan facility. The principal obligation under the term loan facility is required to be repaid in quarterly installments in an aggregate amount equal to 1.0 percent per annum, with the balance due at the maturity of the facility. The average amount of debt outstanding under the term loan facility decreases slightly each quarter due to the requirement to repay a portion of the principal obligation.

	ABL facility	Accounts receivable securitization facility	Term loan facility
Borrowing capacity, net of letters of credit	$ 2,905	$ —	$ —
Letters of credit	64		
Interest rate at March 31, 2022	1.9 %	1.2 %	2.2 %
Average month-end debt outstanding	815	874	967
Weighted-average interest rate on average debt outstanding	1.7 %	1.0 %	2.0 %
Maximum month-end debt outstanding	891	900	968

(2) Borrowings under the accounts receivable securitization facility are permitted only to the extent that the face amount of the receivables in the collateral pool, net of applicable reserves and other deductions, exceeds the outstanding loans. As of March 31, 2022, there were $1.050 billion of receivables, net of applicable reserves and other deductions, in the collateral pool.

(3) In April 2022, URNA gave notice of its intention to redeem $500 principal amount of its 5 $^{1}/_{2}$ percent Senior Notes. The redemption is expected to take place in May 2022 at a redemption price of 102.75 percent, plus accrued and unpaid interest. The redemption will be funded using cash and borrowings under the ABL facility. Upon redemption, we expect to recognize a loss reflecting the difference between the net carrying amount and the total purchase price of the redeemed notes.

(4) URNA separately issued 4 $^{7}/_{8}$ percent Senior Notes in August 2017 and in September 2017. Following the issuances, URNA consummated an exchange offer pursuant to which most of the 4 $^{7}/_{8}$ percent Senior Notes issued in September 2017 were exchanged for additional notes fungible with the 4 $^{7}/_{8}$ percent Senior Notes issued in August 2017. As of March 31, 2022, the total above is comprised of two separate 4 $^{7}/_{8}$ percent Senior Notes, one with a book value of $1.657 billion and one with a book value of $4.

(5) As of March 31, 2022, our short-term debt primarily reflected $900 of borrowings under our accounts receivable securitization facility.

Loan Covenants and Compliance

As of March 31, 2022, we were in compliance with the covenants and other provisions of the ABL, accounts receivable securitization and term loan facilities and the senior notes. Any failure to be in compliance with any material provision or covenant of these agreements could have a material adverse effect on our liquidity and operations.

The only financial covenant that currently exists under the ABL facility is the fixed charge coverage ratio. Subject to certain limited exceptions specified in the ABL facility, the fixed charge coverage ratio covenant under the ABL facility will only apply in the future if specified availability under the ABL facility falls below 10 percent of the maximum revolver amount under the ABL facility. When certain conditions are met, cash and cash equivalents and borrowing base collateral in excess of the ABL facility size may be included when calculating specified availability under the ABL facility. As of March 31, 2022, specified availability under the ABL facility exceeded the required threshold and, as a result, this financial covenant was inapplicable. Under our accounts receivable securitization facility, we are required, among other things, to maintain certain financial tests relating to: (i) the default ratio, (ii) the delinquency ratio, (iii) the dilution ratio and (iv) days sales outstanding. The accounts receivable securitization facility also requires us to comply with the fixed charge coverage ratio under the ABL facility, to the extent the ratio is applicable under the ABL facility.

7. Legal and Regulatory Matters

We are subject to a number of claims and proceedings that generally arise in the ordinary course of our business. These matters include, but are not limited to, general liability claims (including personal injury, property and auto claims), indemnification and guarantee obligations, employee injuries and employment-related claims, self-insurance obligations, contract and real estate matters, and other general business litigation. Based on advice of counsel and available information, including current status or stage of proceeding, and taking into account accruals for matters where we have established them, we currently believe that any liabilities ultimately resulting from such claims and proceedings will not, individually or in the aggregate, have a material adverse effect on our consolidated financial condition, results of operations or cash flows.

8. Earnings Per Share

Basic earnings per share is computed by dividing net income available to common stockholders by the weighted-average number of common shares outstanding. Diluted earnings per share is computed by dividing net income available to common stockholders by the weighted-average number of common shares plus the effect of dilutive potential common shares outstanding during the period. The following table sets forth the computation of basic and diluted earnings per share (shares in thousands):

	Three Months Ended March 31,	
	2022	2021
Numerator:		
Net income available to common stockholders	367	203
Denominator:		
Denominator for basic earnings per share—weighted-average common shares	72,372	72,338
Effect of dilutive securities:		
Employee stock options	4	6
Restricted stock units	308	330
Denominator for diluted earnings per share—adjusted weighted-average common shares	**72,684**	**72,674**
Basic earnings per share	$ 5.07	$ 2.81
Diluted earnings per share	$ 5.05	$ 2.80

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations (dollars in millions, except per share data, unless otherwise indicated)

COVID-19

As discussed in note 1 to our condensed consolidated financial statements, the COVID-19 pandemic has significantly disrupted supply chains and businesses around the world. Uncertainty remains regarding the ongoing impact of existing and emerging variant strains of COVID-19 on the operations and financial position of United Rentals, and on the global economy. Uncertainty also remains regarding the length of time it will take for the COVID-19 pandemic to ultimately subside, which will be impacted by the effectiveness of vaccines against COVID-19 (including against emerging variant strains), and by measures that may in the future be implemented to protect public health.

We began to experience a decline in revenues in March 2020, which is when the World Health Organization characterized COVID-19 as a pandemic and when our rental volume first declined in response to shelter-in-place orders and other market restrictions. The volume declines were more pronounced in 2020 than 2021, and we have seen recent evidence of recovery across our construction and industrial markets, as well as encouraging gains in end-market indicators, as reflected in our 2022 forecast and performance through March 31, 2022. In early March 2020, we initiated contingency planning ahead of the impact of COVID-19 on our end-markets.

Our COVID-19 response plan is focused on five work-streams: 1) ensuring the safety and well-being of our employees and customers, 2) leveraging our competitive advantages to support the needs of customers, 3) aggressively managing capital expenditures, 4) controlling core operating expenses and 5) proactively managing the balance sheet with a focus on liquidity. We believe that this response plan has helped mitigate the impact of COVID-19 on our results. Our Annual Reports on Form 10-K for the years ended December 31, 2021 and 2020, and our Quarterly Reports on Form 10-Q filed in 2021 and 2020 include additional detailed COVID-19 disclosures. The impact of COVID-19 on our business is discussed throughout this “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

Executive Overview

We are the largest equipment rental company in the world, with an integrated network of 1,360 rental locations. We primarily operate in the United States and Canada, and have a limited presence in Europe, Australia and New Zealand. Although the equipment rental industry is highly fragmented and diverse, we believe that we are well positioned to take advantage of this environment because, as a larger company, we have more extensive resources and certain competitive advantages. These include a fleet of rental equipment with a total original equipment cost (“OEC”) of $16.0 billion, and a North American branch network that operates in 49 U.S. states and every Canadian province, and serves 99 of the 100 largest metropolitan areas in the U.S. Our size also gives us greater purchasing power, the ability to provide customers with a broader range of equipment and services, the ability to provide customers with equipment that is more consistently well-maintained and therefore more productive and reliable, and the ability to enhance the earning potential of our assets by transferring equipment among branches to satisfy customer needs.

We offer approximately 4,300 classes of equipment for rent to a diverse customer base that includes construction and industrial companies, manufacturers, utilities, municipalities, homeowners and government entities. Our revenues are derived from the following sources: equipment rentals, sales of rental equipment, sales of new equipment, contractor supplies sales and service and other revenues. Equipment rentals represented 86 percent of total revenues for the three months ended March 31, 2022.

For the past several years, we have executed a strategy focused on improving the profitability of our core equipment rental business through revenue growth, margin expansion and operational efficiencies. In particular, we have focused on customer segmentation, customer service differentiation, rate management, fleet management and operational efficiency.

We are continuing to manage the impact of COVID-19, which is discussed above. Our general strategy focuses on profitability and return on invested capital, and, in particular, calls for:

- *A consistently superior standard of service to customers*, often provided through a single lead contact who can coordinate the cross-selling of the various services we offer throughout our network. We utilize a proprietary software application, Total Control®, which provides our key customers with a single in-house software application that enables them to monitor and manage all their equipment needs. Total Control® is a unique customer offering that enables us to develop strong, long-term relationships with our larger customers. Our digital capabilities, including our Total Control® platform, allow our sales teams to provide contactless end-to-end customer service;
- *The further optimization of our customer mix and fleet mix,* with a dual objective: to enhance our performance in serving our current customer base, and to focus on the accounts and customer types that are best suited to our strategy for profitable growth. We believe these efforts will lead to even better service of our target accounts, primarily large construction and industrial customers, as well as select local contractors. Our fleet team's analyses

are aligned with these objectives to identify trends in equipment categories and define action plans that can generate improved returns;

- *A continued focus on "Lean" management techniques, including kaizen processes focused on continuous improvement*. We continue to implement Lean kaizen processes across our branch network, with the objectives of: reducing the cycle time associated with renting our equipment to customers; improving invoice accuracy and service quality; reducing the elapsed time for equipment pickup and delivery; and improving the effectiveness and efficiency of our repair and maintenance operations;
- *The continued expansion of our specialty footprint, as well as our tools and onsite services offerings, and the cross-selling of these services throughout our network*. We believe that the expansion of our specialty business, as exhibited by our acquisition of General Finance discussed in note 3 to the condensed consolidated financial statements, as well as our tools and onsite services offerings, will further position United Rentals as a single source provider of total jobsite solutions through our extensive product and service resources and technology offerings; and
- *The pursuit of strategic acquisitions to continue to expand our core equipment rental business*. Strategic acquisitions allow us to invest our capital to expand our business, further driving our ability to accomplish our strategic goals.

Financial Overview

Prior to taking actions pertaining to our financial flexibility and liquidity, we consider the impact of COVID-19 on liquidity, and assess our available sources and anticipated uses of cash, including, with respect to sources, cash generated from operations and from the sale of rental equipment. Since December 31, 2021, total debt has decreased $197, or 2.0 percent, primarily reflecting reduced borrowings under the ABL facility. As of March 31, 2022, we had available liquidity of $3.006 billion, comprised of cash and cash equivalents, and availability under the ABL and accounts receivable securitization facilities. As discussed in note 6 to the condensed consolidated financial statements, in May 2022, we expect to redeem $500 principal amount of our 5 $^{1}/_{2}$ percent Senior Notes, using cash and borrowings under the ABL facility.

Net income. Net income and diluted earnings per share for the three months ended March 31, 2022 and 2021 are presented below.

	Three Months Ended March 31, 2022	Three Months Ended March 31, 2021
Net income	$ 367	$ 203
Diluted earnings per share	$ 5.05	$ 2.80

Net income and diluted earnings per share for the three months ended March 31, 2022 and 2021 include the after-tax impacts of the items below. The tax rates applied to the items below reflect the statutory rates in the applicable entities.

	Three Months Ended March 31, 2022		Three Months Ended March 31, 2021	
Tax rate applied to items below	25.3 %		25.3 %	
	Contribution to net income (after-tax)	Impact on diluted earnings per share	Contribution to net income (after-tax)	Impact on diluted earnings per share
Merger related intangible asset amortization (1)	(37)	(0.52)	(36)	(0.50)
Impact on depreciation related to acquired fleet and property and equipment (2)	(7)	(0.10)	(1)	(0.02)
Impact of the fair value mark-up of acquired fleet (3)	(5)	(0.06)	(9)	(0.12)
Restructuring charge (4)	—	—	(1)	(0.01)

(1) This reflects the amortization of the intangible assets acquired in the major acquisitions completed since 2012 that significantly impacted our operations (the "major acquisitions," each of which had annual revenues of over $200 prior to acquisition).
(2) This reflects the impact of extending the useful lives of equipment acquired in certain major acquisitions, net of the impact of additional depreciation associated with the fair value mark-up of such equipment.
(3) This reflects additional costs recorded in cost of rental equipment sales associated with the fair value mark-up of rental equipment acquired in certain major acquisitions that was subsequently sold.

(4) This primarily reflects severance and branch closure charges associated with our restructuring programs. For additional information, see "Management's Discussion and Analysis of Financial Condition and Results of Operations-Results of Operations-Other costs/(income)-restructuring charges" below.

EBITDA GAAP Reconciliations. EBITDA represents the sum of net income, provision for income taxes, interest expense, net, depreciation of rental equipment and non-rental depreciation and amortization. Adjusted EBITDA represents EBITDA plus the sum of the restructuring charges, stock compensation expense, net and the impact of the fair value mark-up of the acquired fleet. These items are excluded from adjusted EBITDA internally when evaluating our operating performance and for strategic planning and forecasting purposes, and allow investors to make a more meaningful comparison between our core business operating results over different periods of time, as well as with those of other similar companies. The net income and adjusted EBITDA margins represent net income or adjusted EBITDA divided by total revenue. Management believes that EBITDA and adjusted EBITDA, when viewed with the Company's results under GAAP and the accompanying reconciliations, provide useful information about operating performance and period-over-period growth, and provide additional information that is useful for evaluating the operating performance of our core business without regard to potential distortions. Additionally, management believes that EBITDA and adjusted EBITDA help investors gain an understanding of the factors and trends affecting our ongoing cash earnings, from which capital investments are made and debt is serviced. However, EBITDA and adjusted EBITDA are not measures of financial performance or liquidity under GAAP and, accordingly, should not be considered as alternatives to net income or cash flow from operating activities as indicators of operating performance or liquidity.

The table below provides a reconciliation between net income and EBITDA and adjusted EBITDA:

	Three Months Ended March 31,	
	2022	**2021**
Net income	**$ 367**	**$ 203**
Provision for income taxes	116	72
Interest expense, net	94	99
Depreciation of rental equipment	435	375
Non-rental depreciation and amortization	97	91
EBITDA	**$ 1,109**	**$ 840**
Restructuring charge (1)	—	1
Stock compensation expense, net (2)	24	21
Impact of the fair value mark-up of acquired fleet (3)	6	11
Adjusted EBITDA	**$ 1,139**	**$ 873**
Net income margin	*14.5 %*	*9.9 %*
Adjusted EBITDA margin	*45.1 %*	*42.4 %*

The table below provides a reconciliation between net cash provided by operating activities and EBITDA and adjusted EBITDA:

	Three Months Ended March 31, 2022	Three Months Ended March 31, 2021
Net cash provided by operating activities	**$ 886**	**$ 758**
Adjustments for items included in net cash provided by operating activities but excluded from the calculation of EBITDA:		
Amortization of deferred financing costs and original issue discounts	(3)	(3)
Gain on sales of rental equipment	116	103
Gain on sales of non-rental equipment	2	1
Insurance proceeds from damaged equipment	7	7
Restructuring charge (1)	—	(1)
Stock compensation expense, net (2)	(24)	(21)
Changes in assets and liabilities	(34)	(177)
Cash paid for interest	149	167
Cash paid for income taxes, net	10	6
EBITDA	**$ 1,109**	**$ 840**
Add back:		
Restructuring charge (1)	—	1
Stock compensation expense, net (2)	24	21
Impact of the fair value mark-up of acquired fleet (3)	6	11
Adjusted EBITDA	**$ 1,139**	**$ 873**

(1) This primarily reflects severance and branch closure charges associated with our restructuring programs. For additional information, see "Management's Discussion and Analysis of Financial Condition and Results of Operations-Results of Operations-Other costs/(income)-restructuring charges" below.

(2) Represents non-cash, share-based payments associated with the granting of equity instruments.

(3) This reflects additional costs recorded in cost of rental equipment sales associated with the fair value mark-up of rental equipment acquired in certain major acquisitions that was subsequently sold.

For the three months ended March 31, 2022, net income increased $164, or 80.8 percent, and net income margin increased 460 basis points to 14.5 percent. For the three months ended March 31, 2022, adjusted EBITDA increased $266, or 30.5 percent, and adjusted EBITDA margin increased 270 basis points to 45.1 percent.

The year-over-year increase in net income margin primarily reflects improved gross margins from equipment rentals and sales of rental equipment, and decreased net interest expense, partially offset by an increase in income tax expense as a percentage of revenue. Equipment rentals gross margin increased year-over-year primarily due to better fixed cost absorption on higher revenue. Gross margin from sales of rental equipment increased year-over-year primarily due to improved pricing. Net interest expense decreased year-over-year primarily due to a reduction in the average cost of debt. While income tax expense increased $44, or 61 percent, year-over-year, the effective income tax rate decreased by 220 basis points, primarily reflecting the impact of state apportionment charges.

The increase in the adjusted EBITDA margin primarily reflects higher margins from equipment rentals (excluding depreciation) and sales of rental equipment. Gross margin from equipment rentals (excluding depreciation) increased 120 basis points primarily due to better fixed cost absorption on higher revenue. Gross margin from sales of rental equipment (excluding the adjustment reflected in the table above for the impact of the fair value mark-up of acquired fleet) increased 15.1 percentage points primarily due to improved pricing.

Revenues are noted below. Fleet productivity is a comprehensive metric that provides greater insight into the decisions made by our managers in support of equipment rental growth and returns. Specifically, we seek to optimize the interplay of rental rates, time utilization and mix to drive rental revenue. Fleet productivity aggregates, in one metric, the impact of changes in rates, utilization and mix on owned equipment rental revenue. We believe that this metric is useful in assessing the effectiveness of our decisions on rates, time utilization and mix, particularly as they support the creation of shareholder value. The table below includes the components of the year-over-year change in rental revenue using the fleet productivity methodology.

	Three Months Ended March 31,		
	2022	2021	Change
Equipment rentals*	$ 2,175	$ 1,667	30.5 %
Sales of rental equipment	211	267	(21.0) %
Sales of new equipment	45	49	(8.2) %
Contractor supplies sales	29	24	20.8 %
Service and other revenues	64	50	28.0 %
Total revenues	**$ 2,524**	**$ 2,057**	**22.7 %**
*Equipment rentals variance components:			
Year-over-year change in average OEC			16.4 %
Assumed year-over-year inflation impact (1)			(1.5) %
Fleet productivity (2)			13.0 %
Contribution from ancillary and re-rent revenue (3)			2.6 %
Total change in equipment rentals			**30.5 %**

(1) Reflects the estimated impact of inflation on the revenue productivity of fleet based on OEC, which is recorded at cost.

(2) Reflects the combined impact of changes in rental rates, time utilization, and mix that contribute to the variance in owned equipment rental revenue. See note 2 to the condensed consolidated financial statements for a discussion of the different types of equipment rentals revenue. Rental rate changes are calculated based on the year-over-year variance in average contract rates, weighted by the prior period revenue mix. Time utilization is calculated by dividing the amount of time an asset is on rent by the amount of time the asset has been owned during the year. Mix includes the impact of changes in customer, fleet, geographic and segment mix.

(3) Reflects the combined impact of changes in the other types of equipment rentals revenue (see note 2 for further detail), excluding owned equipment rental revenue.

Equipment rentals include our revenues from renting equipment, as well as revenue related to the fees we charge customers: for equipment delivery and pick-up; to protect the customer against liability for damage to our equipment while on rent; for fuel; and for environmental and other miscellaneous costs and services. Sales of rental equipment represent our revenues from the sale of used rental equipment. Sales of new equipment represent our revenues from the sale of new equipment. Contractor supplies sales represent our sales of supplies utilized by contractors, which include construction consumables, tools, small equipment and safety supplies. Services and other revenues primarily represent our revenues earned from providing repair and maintenance services on our customers' fleet (including parts sales). See note 2 to the condensed consolidated financial statements for a discussion of our revenue recognition accounting.

For the three months ended March 31, 2022, total revenues of $2.524 billion increased 22.7 percent compared with 2021. Equipment rentals and sales of rental equipment are our largest revenue types (together, they accounted for 95 percent of total revenue for the three months ended March 31, 2022). Equipment rentals increased $508, or 30.5 percent, primarily due to a 16.4 percent increase in average OEC and a 13.0 percent increase in fleet productivity, both of which include the more pronounced impact of COVID-19 during the three months ended March 31, 2021. Beginning in 2021 and continuing through March 31, 2022, we have seen evidence of a continuing recovery of activity across our end-markets. The increase in average OEC includes the impact of the acquisition of General Finance that is discussed in note 3 to the condensed consolidated financial statements, as well as increased capital expenditures. As discussed above, disciplined management of capital expenditures and fleet capacity is a component of our COVID-19 response plan, which contributed to rental capital expenditures in 2020 that were significantly below historic levels. While capital expenditures were significantly reduced in 2020 due to COVID-19, capital expenditures in 2021 exceeded historic (pre-COVID-19) levels. Sales of rental equipment decreased 21.0 percent year-over-year as we held on to fleet to serve strong customer demand and to ensure greater fleet availability in the event industry supply chain challenges persist or worsen. While sales of rental equipment decreased year-over-year, pricing remained strong, as reflected in the 16.4 percentage point increase in gross margin from sales of rental equipment.

Results of Operations

As discussed in note 4 to our condensed consolidated financial statements, our reportable segments are general rentals and specialty. The general rentals segment includes the rental of construction, aerial, industrial and homeowner equipment and related services and activities. The general rentals segment's customers include construction and industrial companies, manufacturers, utilities, municipalities, homeowners and government entities. This segment operates throughout the United

States and Canada. The specialty segment includes the rental of specialty construction products such as i) trench safety equipment, such as trench shields, aluminum hydraulic shoring systems, slide rails, crossing plates, construction lasers and line testing equipment for underground work, ii) power and HVAC equipment, such as portable diesel generators, electrical distribution equipment, and temperature control equipment, iii) fluid solutions equipment primarily used for fluid containment, transfer and treatment, and iv) mobile storage equipment and modular office space. The specialty segment's customers include construction companies involved in infrastructure projects, municipalities and industrial companies. This segment primarily operates in the United States and Canada, and has a limited presence in Europe, Australia and New Zealand.

As discussed in note 4 to our condensed consolidated financial statements, we aggregate our four geographic divisions—Central, Northeast, Southeast and West—into our general rentals reporting segment. Historically, there have occasionally been variances in the levels of equipment rentals gross margins achieved by these divisions, though such variances have generally been small (close to or less than 10 percent, measured versus the equipment rentals gross margins of the aggregated general rentals' divisions). For the five year period ended March 31, 2022, there was no general rentals' division with an equipment rentals gross margin that differed materially from the equipment rentals gross margin of the aggregated general rentals' divisions. The rental industry is cyclical, and there historically have occasionally been divisions with equipment rentals gross margins that varied by greater than 10 percent from the equipment rentals gross margins of the aggregated general rentals' divisions, though the specific divisions with margin variances of over 10 percent have fluctuated, and such variances have generally not exceeded 10 percent by a significant amount. We monitor the margin variances and confirm margin similarity between divisions on a quarterly basis.

We believe that the divisions that are aggregated into our segments have similar economic characteristics, as each division is capital intensive, offers similar products to similar customers, uses similar methods to distribute its products, and is subject to similar competitive risks. The aggregation of our divisions also reflects the management structure that we use for making operating decisions and assessing performance. Although we believe aggregating these divisions into our reporting segments for segment reporting purposes is appropriate, to the extent that there are significant margin variances that do not converge, we may be required to disaggregate the divisions into separate reporting segments. Any such disaggregation would have no impact on our consolidated results of operations.

These reporting segments align our external segment reporting with how management evaluates business performance and allocates resources. We evaluate segment performance primarily based on segment equipment rentals gross profit. Our revenues, operating results, and financial condition fluctuate from quarter to quarter reflecting the seasonal rental patterns of our customers, with rental activity tending to be lower in the winter.

Revenues by segment were as follows:

	General rentals	Specialty	Total
Three Months Ended March 31, 2022			
Equipment rentals	$ 1,593	$ 582	$ 2,175
Sales of rental equipment	184	27	211
Sales of new equipment	29	16	45
Contractor supplies sales	18	11	29
Service and other revenues	58	6	64
Total revenue	**$ 1,882**	**$ 642**	**$ 2,524**
Three Months Ended March 31, 2021			
Equipment rentals	$ 1,273	$ 394	$ 1,667
Sales of rental equipment	247	20	267
Sales of new equipment	42	7	49
Contractor supplies sales	16	8	24
Service and other revenues	44	6	50
Total revenue	**$ 1,622**	**$ 435**	**$ 2,057**

Equipment rentals. For the three months ended March 31, 2022, equipment rentals of $2.175 billion increased $508, or 30.5 percent, as compared to the same period in 2021, primarily due to a 16.4 percent increase in average OEC and a 13.0 percent increase in fleet productivity, both of which include the more pronounced impact of COVID-19 during the three months ended March 31, 2021. Beginning in 2021 and continuing through March 31, 2022, we have seen evidence of a continuing recovery of activity across our end-markets. The increase in average OEC includes the impact of the acquisition of General

Finance that is discussed in note 3 to the condensed consolidated financial statements, as well as increased capital expenditures. As discussed above, disciplined management of capital expenditures and fleet capacity is a component of our COVID-19 response plan, which contributed to rental capital expenditures in 2020 that were significantly below historic levels. While capital expenditures were significantly reduced in 2020 due to COVID-19, capital expenditures in 2021 exceeded historic (pre-COVID-19) levels. Equipment rentals represented 86 percent of total revenues for the three months ended March 31, 2022.

For the three months ended March 31, 2022, general rentals equipment rentals increased $320, or 25.1 percent, as compared to the same period in 2021, primarily due to the continuing recovery of activity across our end-markets and increased average OEC. As noted above, the impact of COVID-19 was more pronounced in 2021 and the broad recovery we saw as 2021 progressed has continued through March 31, 2022. As discussed above, capital expenditures were significantly reduced in 2020 due to COVID-19 and then increased in 2021, which contributed to the year-over-year increase in average OEC. For the three months ended March 31, 2022, equipment rentals represented 85 percent of total revenues for the general rentals segment.

For the three months ended March 31, 2022, specialty equipment rentals increased $188, or 47.7 percent, as compared to the same period in 2021, including the impact of the General Finance acquisition. On a pro forma basis including the standalone, pre-acquisition revenues of General Finance, equipment rentals increased 29 percent. The increase in equipment rentals reflects the continuing recovery of activity across our end-markets, as well as increased average OEC, both of which are discussed above. For the three months ended March 31, 2022, equipment rentals represented 91 percent of total revenues for the specialty segment.

Sales of rental equipment. For the three months ended March 31, 2022, sales of rental equipment represented approximately 8 percent of our total revenues. Our general rentals segment accounted for most of these sales. For the three months ended March 31, 2022, sales of rental equipment decreased 21.0 percent year-over-year as we held on to fleet to serve strong customer demand and to ensure greater fleet availability in the event industry supply chain challenges persist or worsen. While sales of rental equipment decreased year-over-year, pricing remained strong, as reflected in the 16.4 percentage point increase in gross margin from sales of rental equipment.

Sales of new equipment. For the three months ended March 31, 2022, sales of new equipment represented approximately 2 percent of our total revenues. Our general rentals segment accounted for most of these sales. For the three months ended March 31, 2022, sales of new equipment decreased slightly year-over-year.

Contractor supplies sales. Contractor supplies sales represent our revenues associated with selling a variety of supplies, including construction consumables, tools, small equipment and safety supplies. For the three months ended March 31, 2022, contractor supplies sales represented approximately 1 percent of our total revenues. Our general rentals segment accounted for most of these sales. For the three months ended March 31, 2022, contractor supplies sales increased slightly year-over-year.

Service and other revenues. Service and other revenues primarily represent our revenues earned from providing repair and maintenance services on our customers' fleet (including parts sales). For the three months ended March 31, 2022, service and other revenues represented approximately 3 percent of our total revenues. Our general rentals segment accounted for most of these sales. For the three months ended March 31, 2022, service and other revenues increased 28.0 percent year-over-year, primarily due to the more pronounced impact of COVID-19 in 2021.

Segment Equipment Rentals Gross Profit

Segment equipment rentals gross profit and gross margin were as follows:

	General rentals	Specialty	Total
Three Months Ended March 31, 2022			
Equipment Rentals Gross Profit	$ 575	$ 259	$ 834
Equipment Rentals Gross Margin	36.1 %	44.5 %	38.3 %
Three Months Ended March 31, 2021			
Equipment Rentals Gross Profit	$ 411	$ 166	$ 577
Equipment Rentals Gross Margin	32.3 %	42.1 %	34.6 %

General rentals. For the three months ended March 31, 2022, equipment rentals gross profit increased by $164, and equipment rentals gross margin increased 380 basis points, from 2021, primarily due to better fixed cost absorption on higher revenue. As discussed above, equipment rental revenue increased 25.1 percent from 2021, primarily due to increased average OEC and the continuing recovery of activity across our end-markets.

Specialty. For the three months ended March 31, 2022, equipment rentals gross profit increased by $93, and equipment rentals gross margin increased by 240 basis points, from 2021. Gross margin increased primarily due to better fixed cost absorption on higher revenue, partially offset by a higher proportion of revenue from certain lower margin ancillary fees in 2022. As discussed above, equipment rental revenue increased 47.7 percent from 2021, including the impact of the General Finance acquisition, primarily due to increased average OEC and the continuing recovery of activity across our end-markets.

Gross Margin. Gross margins by revenue classification were as follows:

	Three Months Ended March 31,		
	2022	**2021**	**Change**
Total gross margin	39.3%	34.7%	460 bps
Equipment rentals	38.3%	34.6%	370 bps
Sales of rental equipment	55.0%	38.6%	1,640 bps
Sales of new equipment	17.8%	14.3%	350 bps
Contractor supplies sales	31.0%	29.2%	180 bps
Service and other revenues	39.1%	40.0%	(90) bps

For the three months ended March 31, 2022, total gross margin increased 460 basis points from the same period in 2021. Equipment rentals gross margin increased 370 basis points from 2021, primarily due to better fixed cost absorption on higher revenue. As discussed above, equipment rentals increased 30.5 percent from 2021, primarily due to increased average OEC and the continuing recovery of activity across our end-markets. Gross margin from sales of rental equipment increased 16.4 percentage points from the same period in 2021 primarily due to improved pricing. The gross margin fluctuations from sales of new equipment, contractor supplies sales and service and other revenues generally reflect normal variability and the more pronounced impact of COVID-19 in 2021, and such revenue types did not account for a significant portion of total gross profit (gross profit for these revenue types represented 4 percent of total gross profit for the three months ended March 31, 2022).

Other costs/(income)

The table below includes the other costs/(income) in our condensed consolidated statements of income, as well as key associated metrics, for the three months ended March 31, 2022 and 2021:

	Three Months Ended March 31,		
	2022	**2021**	**Change**
Selling, general and administrative ("SG&A") expense	$323	$250	29.2%
SG&A expense as a percentage of revenue	12.8%	12.2%	60 bps
Restructuring charge	—	1	(100.0)%
Non-rental depreciation and amortization	97	91	6.6%
Interest expense, net	94	99	(5.1)%
Other income, net	(5)	(2)	150.0%
Provision for income taxes	116	72	61.1%
Effective tax rate	24.0%	26.2%	(220) bps

SG&A expense primarily includes sales force compensation, information technology costs, third party professional fees, management salaries, bad debt expense and clerical and administrative overhead. SG&A expense as a percentage of revenue for the three months ended March 31, 2022 increased from the same period in 2021 primarily due to increases in certain discretionary expenses, including travel and entertainment. Certain discretionary expenses were reduced significantly in 2020 and early 2021 due to COVID-19, and have increased more recently as rental volume has increased (as noted above, the broad recovery we saw across our end-markets as 2021 progressed has continued through March 31, 2022).

The ***restructuring charges*** primarily reflect severance and branch closure charges associated with our restructuring programs. We incur severance costs and branch closure charges in the ordinary course of our business. We only include such costs that are part of a restructuring program as restructuring charges. Since the first such program was initiated in 2008, we have completed six restructuring programs and have incurred total restructuring charges of $352. As of March 31, 2022, there were no open restructuring programs, and the total liability associated with the closed restructuring programs was $9.

Non-rental depreciation and amortization includes i) the amortization of other intangible assets and ii) depreciation expense associated with equipment that is not offered for rent (such as computers and office equipment) and amortization expense associated with leasehold improvements. Our other intangible assets consist of customer relationships, non-compete agreements and trade names and associated trademarks.

Interest expense, net for the three months ended March 31, 2022 decreased 5.1 percent year-over-year, primarily due to a decrease in the average cost of debt.

The differences between the 2022 and 2021 ***effective tax rates*** and the federal statutory rate of 21 percent primarily reflect the geographical mix of income between foreign and domestic operations, the impact of state and local taxes, stock compensation and other deductible and nondeductible charges. The year-over-year decrease in the effective income tax rate for the three months ended March 31, 2022 primarily reflects the impact of state apportionment changes.

In March 2020, the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") was enacted. The CARES Act, among other things, includes provisions relating to net operating loss carryback periods, alternative minimum tax credit refunds, modifications to the net interest deduction limitations, technical corrections to tax depreciation methods for qualified improvement property and deferral of employer payroll taxes. The CARES Act did not materially impact our effective tax rate for 2021, and is not expected to impact our effective tax rate in 2022. As of March 31, 2022, we had deferred employer payroll taxes of $27 under the CARES Act, all of which is due in 2022.

There were no material changes from December 31, 2021 to March 31, 2022 in the assets and liabilities reflected on the ***balance sheet***. See the condensed consolidated statements of cash flows for further information on changes in cash and cash equivalents, and the condensed consolidated statements of stockholders' equity for further information on changes in stockholders' equity.

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Liquidity and Capital Resources

We manage our liquidity using internal cash management practices, which are subject to (i) the policies and cooperation of the financial institutions we utilize to maintain and provide cash management services, (ii) the terms and other requirements of the agreements to which we are a party and (iii) the statutes, regulations and practices of each of the local jurisdictions in which we operate. See "Financial Overview" above for a summary addressing our financial flexibility and liquidity.

On January 25, 2022, our Board of Directors authorized a $1 billion share repurchase program, which commenced in the first quarter of 2022. As of March 31, 2022, we have repurchased $262 of Holdings' common stock under this program, which we intend to complete in 2022. Since 2012, we have repurchased a total of $4.219 billion of Holdings' common stock under our share repurchase programs (comprised of six programs that have ended and the current program).

Our principal existing sources of cash are cash generated from operations and from the sale of rental equipment, and borrowings available under our ABL facility and accounts receivable securitization facility. As of March 31, 2022, we had cash and cash equivalents of $101. Cash equivalents at March 31, 2022 consist of direct obligations of financial institutions rated A or better. We believe that our existing sources of cash will be sufficient to support our existing operations over the next 12 months. The table below presents financial information associated with our principal sources of cash as of and for the three months ended March 31, 2022:

ABL facility:	
Borrowing capacity, net of letters of credit (1)	$ 2,905
Outstanding debt, net of debt issuance costs	776
Interest rate at March 31, 2022	1.9 %
Average month-end principal amount of debt outstanding	815
Weighted-average interest rate on average debt outstanding	1.7 %
Maximum month-end principal amount of debt outstanding	891
Accounts receivable securitization facility (2):	
Borrowing capacity	—
Outstanding debt, net of debt issuance costs (2)	900
Interest rate at March 31, 2022	1.2 %
Average month-end principal amount of debt outstanding	874
Weighted-average interest rate on average debt outstanding	1.0 %
Maximum month-end principal amount of debt outstanding	900

(1) As discussed in note 6 to the condensed consolidated financial statements, in May 2022, we expect to redeem $500 principal amount of our 5 $^1/_2$ percent Senior Notes, using cash and borrowings under the ABL facility.

(2) The accounts receivable securitization facility expires on June 24, 2022 and may be further extended on a 364-day basis by mutual agreement with the purchasers under the facility. If the facility is not extended, we believe we have sufficient liquidity, which, as noted above, was $3.006 billion as of March 31, 2022, to repay the outstanding debt.

We expect that our principal needs for cash relating to our operations over the next 12 months will be to fund (i) operating activities and working capital, (ii) the purchase of rental equipment and inventory items offered for sale, (iii) payments due under operating leases, (iv) debt service, (v) share repurchases and (vi) acquisitions. We plan to fund such cash requirements from our existing sources of cash. In addition, we may seek additional financing through the securitization of some of our real estate, the use of additional operating leases or other financing sources as market conditions permit.

To access the capital markets, we rely on credit rating agencies to assign ratings to our securities as an indicator of credit quality. Lower credit ratings generally result in higher borrowing costs and reduced access to debt capital markets. Credit ratings also affect the costs of derivative transactions, including interest rate and foreign currency derivative transactions. As a result, negative changes in our credit ratings could adversely impact our costs of funding. Our credit ratings as of April 25, 2022 were as follows:

	Corporate Rating	Outlook
Moody’s	Ba1	Stable
Standard & Poor’s	BB+	Stable

A security rating is not a recommendation to buy, sell or hold securities. There is no assurance that any rating will remain in effect for a given period of time or that any rating will not be revised or withdrawn by a rating agency in the future.

Loan Covenants and Compliance. As of March 31, 2022, we were in compliance with the covenants and other provisions of the ABL, accounts receivable securitization and term loan facilities and the senior notes. Any failure to be in compliance with any material provision or covenant of these agreements could have a material adverse effect on our liquidity and operations.

The only financial covenant that currently exists under the ABL facility is the fixed charge coverage ratio. Subject to certain limited exceptions specified in the ABL facility, the fixed charge coverage ratio covenant under the ABL facility will only apply in the future if specified availability under the ABL facility falls below 10 percent of the maximum revolver amount under the ABL facility. When certain conditions are met, cash and cash equivalents and borrowing base collateral in excess of the ABL facility size may be included when calculating specified availability under the ABL facility. As of March 31, 2022, specified availability under the ABL facility exceeded the required threshold and, as a result, this financial covenant was inapplicable. Under our accounts receivable securitization facility, we are required, among other things, to maintain certain financial tests relating to: (i) the default ratio, (ii) the delinquency ratio, (iii) the dilution ratio and (iv) days sales outstanding. The accounts receivable securitization facility also requires us to comply with the fixed charge coverage ratio under the ABL facility, to the extent the ratio is applicable under the ABL facility.

URNA's payment capacity is restricted under the covenants in the ABL and term loan facilities and the indentures governing its outstanding indebtedness. Although this restricted capacity limits our ability to move operating cash flows to Holdings, because of certain intercompany arrangements, we do not expect any material adverse impact on Holdings' ability to meet its cash obligations.

Sources and Uses of Cash. During the three months ended March 31, 2022, we (i) generated cash from operating activities of $886 and (ii) generated cash from the sale of rental and non-rental equipment of $216. We used cash during this period principally to (i) purchase rental and non-rental equipment and intangible assets of $537, (ii) purchase other companies for $77, (iii) make debt payments, net of proceeds, of $217 and (iv) purchase shares of our common stock for $318. During the three months ended March 31, 2021, we (i) generated cash from operating activities of $758 and (ii) generated cash from the sale of rental and non-rental equipment of $274. We used cash during this period principally to (i) purchase rental and non-rental equipment and intangible assets of $314, (ii) make debt payments, net of proceeds, of $619 and (iii) purchase shares of our common stock for $30.

Free Cash Flow GAAP Reconciliation. We define "free cash flow" as net cash provided by operating activities less purchases of, and plus proceeds from, equipment and intangible assets. The equipment and intangible asset purchases and proceeds are included in cash flows from investing activities. Management believes that free cash flow provides useful additional information concerning cash flow available to meet future debt service obligations and working capital requirements. However, free cash flow is not a measure of financial performance or liquidity under GAAP. Accordingly, free cash flow should not be considered an alternative to net income or cash flow from operating activities as an indicator of operating performance or liquidity. The table below provides a reconciliation between net cash provided by operating activities and free cash flow.

	Three Months Ended March 31,	
	2022	2021
Net cash provided by operating activities	**$ 886**	**$ 758**
Purchases of rental equipment	(482)	(295)
Purchases of non-rental equipment and intangible assets	(55)	(19)
Proceeds from sales of rental equipment	211	267
Proceeds from sales of non-rental equipment	5	7
Insurance proceeds from damaged equipment	7	7
Free cash flow	**$ 572**	**$ 725**

Free cash flow for the three months ended March 31, 2022 was $572, a decrease of $153 as compared to $725 for the three months ended March 31, 2021. Free cash flow decreased primarily due to increased net rental capital expenditures (purchases of rental equipment less the proceeds from sales of rental equipment), partially offset by increased net cash provided by operating activities. Net rental capital expenditures increased $243 year-over-year.

Relationship between Holdings and URNA. Holdings is principally a holding company and primarily conducts its operations through its wholly owned subsidiary, URNA, and subsidiaries of URNA. Holdings licenses its tradename and other intangibles and provides certain services to URNA in connection with its operations. These services principally include: (i) senior management services; (ii) finance and tax-related services and support; (iii) information technology systems and support; (iv) acquisition-related services; (v) legal services; and (vi) human resource support. In addition, Holdings leases certain equipment and real property that are made available for use by URNA and its subsidiaries.

Information Regarding Guarantors of URNA Indebtedness

URNA is 100 percent owned by Holdings and has certain outstanding indebtedness that is guaranteed by both Holdings and, with the exception of its U.S. special purpose vehicle which holds receivable assets relating to the Company's accounts receivable securitization facility (the "SPV"), captive insurance subsidiary and immaterial subsidiaries acquired in connection with the General Finance acquisition, all of URNA's U.S. subsidiaries (the "guarantor subsidiaries"). Other than the guarantee by our Canadian subsidiary of URNA's indebtedness under the ABL facility, none of URNA's indebtedness is guaranteed by URNA's foreign subsidiaries, the SPV, captive insurance subsidiary or immaterial subsidiaries acquired in connection with the General Finance acquisition (together, the "non-guarantor subsidiaries"). The receivable assets owned by the SPV have been sold or contributed by URNA to the SPV and are not available to satisfy the obligations of URNA or Holdings' other subsidiaries. Holdings consolidates each of URNA and the guarantor subsidiaries in its consolidated financial statements. URNA and the guarantor subsidiaries are all 100 percent-owned and controlled by Holdings. Holdings' guarantees of URNA's indebtedness are full and unconditional, except that the guarantees may be automatically released and relieved upon satisfaction of the requirements for legal defeasance or covenant defeasance under the applicable indenture being met. The Holdings guarantees are also subject to subordination provisions (to the same extent that the obligations of the issuer under the relevant notes are subordinated to other debt of the issuer) and to a standard limitation which provides that the maximum amount guaranteed by Holdings will not exceed the maximum amount that can be guaranteed without making the guarantee void under fraudulent conveyance laws.

The guarantees of Holdings and the guarantor subsidiaries are made on a joint and several basis. The guarantees of the guarantor subsidiaries are not full and unconditional because a guarantor subsidiary can be automatically released and relieved of its obligations under certain circumstances, including sale of the guarantor subsidiary, the sale of all or substantially all of the guarantor subsidiary's assets, the requirements for legal defeasance or covenant defeasance under the applicable indenture being met, designating the guarantor subsidiary as an unrestricted subsidiary for purposes of the applicable covenants or the notes being rated investment grade by both Standard & Poor's Ratings Services and Moody's Investors Service, Inc., or, in certain circumstances, another rating agency selected by URNA. Like the Holdings guarantees, the guarantees of the guarantor subsidiaries are subject to subordination provisions (to the same extent that the obligations of the issuer under the relevant notes are subordinated to other debt of the issuer) and to a standard limitation which provides that the maximum amount guaranteed by each guarantor will not exceed the maximum amount that can be guaranteed without making the guarantee void under fraudulent conveyance laws.

All of the existing guarantees by Holdings and the guarantor subsidiaries rank equally in right of payment with all of the guarantors' existing and future senior indebtedness. The secured indebtedness of Holdings and the guarantor subsidiaries (including guarantees of URNA's existing and future secured indebtedness) will rank effectively senior to guarantees of any unsecured indebtedness to the extent of the value of the assets securing such indebtedness. Future guarantees of subordinated indebtedness will rank junior to any existing and future senior indebtedness of the guarantors. The guarantees of URNA's indebtedness are effectively junior to any indebtedness of our subsidiaries that are not guarantors, including our foreign subsidiaries. As of March 31, 2022, the indebtedness of our non-guarantors was comprised of (i) $900 of outstanding borrowings by the SPV in connection with the Company's accounts receivable securitization facility, (ii) $145 of outstanding borrowings under the ABL facility by non-guarantor subsidiaries and (iii) $11 of finance leases of our non-guarantor subsidiaries.

Covenants in the ABL facility, accounts receivable securitization and term loan facilities, and the other agreements governing our debt, impose operating and financial restrictions on URNA, Holdings and the guarantor subsidiaries, including limitations on the ability to make share repurchases and dividend payments. As of March 31, 2022, the amount available for distribution under the most restrictive of these covenants was $1.491 billion. The Company's total available capacity for making share repurchases and dividend payments includes the intercompany receivable balance of Holdings. As of March 31, 2022, our total available capacity for making share repurchases and dividend payments, which includes URNA's capacity to make restricted payments and the intercompany receivable balance of Holdings, was $5.472 billion.

Based on our understanding of Rule 3-10 of Regulation S-X ("Rule 3-10"), we believe that Holdings' guarantees of URNA indebtedness comply with the conditions set forth in Rule 3-10, which enable us to present summarized financial information for Holdings, URNA and the consolidated guarantor subsidiaries in accordance with Rule 13-01 of Regulation S-X. The summarized financial information excludes information regarding the non-guarantor subsidiaries. In accordance with Rule 3-10, separate financial statements of the guarantor subsidiaries have not been presented.

The summarized financial information of Holdings, URNA and the guarantor subsidiaries on a combined basis is as follows:

	March 31, 2022
Current assets	$332
Long-term assets	18,344
Total assets	**18,676**
Current liabilities	1,522
Long-term liabilities	11,070
Total liabilities	**12,592**
	Three Months Ended March 31, 2022
Total revenues	$2,258
Gross profit	891
Net income	367

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Our exposure to market risk primarily consists of (i) interest rate risk associated with our variable and fixed rate debt and (ii) foreign currency exchange rate risk associated with our foreign operations.

Interest Rate Risk. As of March 31, 2022, we had an aggregate of $2.6 billion of indebtedness that bears interest at variable rates, comprised of borrowings under the ABL, accounts receivable securitization and term loan facilities. The amount of variable rate indebtedness outstanding under these facilities may fluctuate significantly. See note 6 to the condensed consolidated financial statements for the amounts outstanding, and the interest rates thereon, as of March 31, 2022 under these facilities. As of March 31, 2022, based upon the amount of our variable rate debt outstanding, our annual after-tax earnings would decrease by approximately $20 for each one percentage point increase in the interest rates applicable to our variable rate debt.

At March 31, 2022, we had an aggregate of $6.9 billion of indebtedness that bears interest at fixed rates. A one percentage point decrease in market interest rates as of March 31, 2022 would increase the fair value of our fixed rate indebtedness by approximately six percent. For additional information concerning the fair value of our fixed rate debt, see note 5 (see “Fair Value of Financial Instruments”) to our condensed consolidated financial statements.

Currency Exchange Risk. We primarily operate in the U.S. and Canada, and have a limited presence in Europe, Australia and New Zealand. During the three months ended March 31, 2022, our foreign subsidiaries accounted for $263, or 10 percent, of our total revenue of $2.524 billion, and $37, or 8 percent, of our total pretax income of $483. Based on the size of our foreign operations relative to the Company as a whole, we do not believe that a 10 percent change in exchange rates would have a material impact on our earnings. We do not engage in purchasing forward exchange contracts for speculative purposes.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's reports under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the Company's Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

The Company's management carried out an evaluation, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures, as defined in Rules 13a–15(e) and 15d–15(e) of the Exchange Act, as of March 31, 2022. Based on the evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that the Company's disclosure controls and procedures were effective as of March 31, 2022.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended March 31, 2022 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

The information set forth under note 7 to our unaudited condensed consolidated financial statements of this quarterly report on Form 10-Q is incorporated by reference in answer to this item. Such information is limited to certain recent developments.

Item 1A. Risk Factors

Our results of operations and financial condition are subject to numerous risks and uncertainties described in our 2021 Form 10-K, which risk factors are incorporated herein by reference. You should carefully consider the risk factors in our 2021 Form 10-K in conjunction with the other information contained in this report. Should any of these risks materialize, our business, financial condition and future prospects could be negatively impacted.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

(c) The following table provides information about purchases of Holdings' common stock by Holdings during the first quarter of 2022:

Period	Total Number of Shares Purchased		Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Maximum Dollar Amount of Shares That May Yet Be Purchased Under the Program (2)
January 1, 2022 to January 31, 2022	97,833	(1)	$ 310.17	—	
February 1, 2022 to February 28, 2022	370,811	(1)	$ 316.56	369,917	
March 1, 2022 to March 31, 2022	513,789	(1)	$ 329.83	436,473	
Total	**982,433**		**$ 322.86**	**806,390**	**$ 738,022,677**

(1) All shares purchased were withheld by Holdings to satisfy tax withholding obligations upon the vesting of restricted stock unit awards. These shares were not acquired pursuant to any repurchase plan or program.

(2) On January 25, 2022, our Board authorized a $1 billion share repurchase program, which commenced in the first quarter of 2022 and is expected to be completed in 2022.

Item 6. Exhibits

2(a)	Agreement and Plan of Merger, dated as of June 30, 2018, by and among United Rentals, Inc., UR Merger Sub IV Corporation and BakerCorp International Holdings, Inc. (incorporated by reference to Exhibit 2.1 of the United Rentals, Inc. and United Rentals (North America), Inc. Current Report on Form 8-K filed on July 2, 2018)
2(b)	Agreement and Plan of Merger, dated as of September 10, 2018, by and among United Rentals, Inc., UR Merger Sub V Corporation, Vander Holding Corporation and Platinum Equity Advisors, LLC, solely in its capacity as the initial Holder Representative thereunder (incorporated by reference to Exhibit 2.1 of the United Rentals, Inc. and United Rentals (North America), Inc. Current Report on Form 8-K filed on September 10, 2018)
2(c)	Agreement and Plan of Merger, dated April 15, 2021, by and among General Finance Corporation, United Rentals (North America), Inc., and UR Merger Sub VI Corporation (incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by United Rentals, Inc. on April 15, 2021)
3(a)	Fifth Amended and Restated Certificate of Incorporation of United Rentals, Inc., dated May 7, 2020 (incorporated by reference to Exhibit 3.2 of the United Rentals, Inc. and United Rentals (North America), Inc. Current Report on Form 8-K filed on May 8, 2020)
3(b)	Amended and Restated By-Laws of United Rentals, Inc., amended as of May 7, 2020 (incorporated by reference to Exhibit 3.3 of the United Rentals, Inc. and United Rentals (North America), Inc. Current Report on Form 8-K filed on May 8, 2020)
3(c)	Restated Certificate of Incorporation of United Rentals (North America), Inc., dated April 30, 2012 (incorporated by reference to Exhibit 3(c) of the United Rentals, Inc. and United Rentals (North America), Inc. Quarterly Report on Form 10-Q for the quarter ended June 30, 2013)
3(d)	By-laws of United Rentals (North America), Inc. dated May 8, 2013 (incorporated by reference to Exhibit 3(d) of the United Rentals, Inc. and United Rentals (North America), Inc. Quarterly Report on Form 10-Q for the quarter ended June 30, 2013)
10(a)*	Restricted Stock Unit Agreement by and between United Rentals, Inc. and Jeffrey Fenton, dated March 3, 2022
10(b)*	Consulting Agreement by and between United Rentals, Inc. and Devonshire Advisors, LLC, dated March 30, 2022, and affirmation of Jeffrey Fenton
22*	Subsidiary Guarantors
31(a)*	Rule 13a-14(a) Certification by Chief Executive Officer
31(b)*	Rule 13a-14(a) Certification by Chief Financial Officer
32(a)**	Section 1350 Certification by Chief Executive Officer
32(b)**	Section 1350 Certification by Chief Financial Officer
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Filed herewith.

** Furnished (and not filed) herewith pursuant to Item 601(b)(32)(ii) of Regulation S-K under the Exchange Act.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, each registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

UNITED RENTALS, INC.

Dated: April 27, 2022 By: /S/ ANDREW B. LIMOGES

Andrew B. Limoges
Vice President, Controller and Principal Accounting Officer

UNITED RENTALS (NORTH AMERICA), INC.

Dated: April 27, 2022 By: /S/ ANDREW B. LIMOGES

Andrew B. Limoges
Vice President, Controller and Principal Accounting Officer

Exhibit 10(a)

RESTRICTED STOCK UNIT AGREEMENT

This **RESTRICTED STOCK UNIT AGREEMENT** (this "Agreement") is made as of the Date of Grant set forth above by and between **UNITED RENTALS, INC.**, a Delaware corporation, having an office at 100 First Stamford Place, Suite 700 Stamford, CT 06902 (the "Company"), and Awardee, currently an employee of the Company or an affiliate of the Company.

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Restricted Stock Units. The Company, pursuant to the United Rentals, Inc. 2019 Long Term Incentive Plan (the "Plan"), which is incorporated herein by reference, and subject to the terms and conditions thereof and of this Agreement, hereby grants to Awardee (also referred to as "you") Restricted Stock Units (the "Units"). Your failure to execute and/or electronically sign and return a copy of this Agreement within 30 days of receipt shall automatically effect a cancellation and forfeiture of the Units, except as determined by the Company in its sole discretion.

2. Vesting; Forfeiture

(i) *Vesting.* Provided you have remained continuously employed by the Company or an affiliate of the Company through June 30, 2022 (your "Final Day") and provided transition services through December 31, 2022 (the "Transition Date"), the Units shall vest as indicated on the UBS Platform.

(ii) *Forfeiture based on Termination/Resignation.* Except as set forth in Section 7, if you cease to be employed by the Company or an affiliate of the Company for any reason whatsoever, including, but not limited to, a termination by the Company or an affiliate of the Company with or without "Cause" (as hereinafter defined) or a resignation by you with or without "Good Reason" (as hereinafter defined) prior to your Final Day or fail to provide transition services through the Transition Date, all unvested Units shall be canceled and forfeited as of the date of such termination or failure to provide services.

3. Transfer. Except as may be effected by will or other testamentary disposition or by the laws of descent and distribution, the Units are not transferable, whether by sale, assignment, exchange, pledge, or hypothecation, or by operation of law or otherwise before they vest and are settled, and any attempt to transfer the Units in violation of this Section 3 will be null and void.

4. Settlement upon Vesting.

(i) *General*. Vested Units shall be settled in shares of the common stock, $.01 par value, of the Company ("Shares"), on a one-for-one basis, as soon as practicable (but not later than March 15th of the year following the year of your Final Day) following each date on which one or more Units vest, provided in each case that Awardee has satisfied their tax withholding obligations with respect to such vesting as described in this Agreement. Shares, in a number equal to the number of Units that have so vested, will be issued by the Company in the name of Awardee by electronic book-entry transfer or credit of such shares to an account of Awardee maintained with such brokerage firm or other custodian as the Company determines. Alternatively, in the Company's sole discretion, such issuance may be effected in such other manner (including through physical certificates) as the Company may determine and/or by transfer or credit to such other account of Awardee as the Company or Awardee may specify.

(ii) *Section 409A*. It is the Company's intent that payments under this Agreement shall comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") to the extent applicable, and this Agreement shall be interpreted, administered and construed consistent with such intent. If, and only to the extent that, (1) the Units constitute "deferred compensation" within the meaning of Section 409A and (2) the Awardee is deemed to be a "specified employee" (as such term is defined in Section 409A and as determined by the Company), the payment of vested Units on account of the Awardee's termination of employment shall not be made until the first business day of the seventh month after the Awardee's "separation from service" (as such term is defined and used in Section 409A) with the Company, or if earlier, the date of the Awardee's death. Each payment or delivery under this Agreement will be treated as a separate payment or delivery for purposes of Section 409A.

5. Forfeiture. You acknowledge that an essential purpose of the grant of the Units is to ensure the utmost fidelity by yourself to the interests of the Company and its affiliates and to your diligent performance of all of your understandings and commitments to the Company and its affiliates. Accordingly, **YOU SHALL NOT BE ENTITLED TO RETAIN THE UNITS OR RECEIVE SHARES IN SETTLEMENT THEREOF, OR RETAIN THE PROCEEDS FROM THE SALE OF ANY UNIT(S) OR SHARES(S), EITHER DURING OR AFTER TERMINATION OF YOUR EMPLOYMENT WITH THE COMPANY OR AN AFFILIATE OF THE COMPANY IF YOU BREACH ANY OF THE OBLIGATIONS IMPOSED IN SECTION 16 OF THIS AGREEMENT, OR IF THE COMPANY, IN ITS SOLE DISCRETION, DETERMINES THAT YOU HAVE AT ANY TIME ENGAGED IN ANY OTHER "INJURIOUS CONDUCT" (AS HEREINAFTER DEFINED).**

In the event of any such determination, the Company shall be entitled, at its sole discretion and/or election, to the following relief, in addition to any other relief to which the Company may be entitled under any other agreement or applicable law:

(i) the Units shall terminate and be forfeited as of the date of such determination; and/or

(ii) Awardee shall (a) transfer back to the Company, for consideration of $.01 per Share, all Shares that are held, as of the date of such determination, by Awardee and that were acquired upon settlement of the Units (Shares so acquired, the "Acquired Shares") and (b) to the extent such Acquired Shares have previously been sold or otherwise disposed of by Awardee, repay to the Company the aggregate Fair Market Value (as defined in the Plan) of such Acquired Shares on the date of such sale or disposition, less the number of such Acquired Shares times $.01; and/or

(iii) Awardee shall pay to the Company the value of all Units and/or Shares received and/or sold by Awardee at any time under this Agreement, as calculated as of the date(s) of such receipt and/or sale, as may be elected by the Company; and/or

(iv) Any and all relief available to the Company under any employment agreement or other agreement with Awardee, including any relief that, by its terms, relates to stock options, restricted stock, and/or restricted stock units

For purposes of the preceding clause (ii)(b) of this Section 5, the amount of the repayment described therein shall not be affected by whether Awardee received such Fair Market Value with respect to such sale or other disposition, and repayment may, without limitation, be effected, at the discretion of the Company, by means of offset against any amount owed by the Company to Awardee.

"Injurious Conduct" for purposes of this Agreement shall mean (i) Awardee's fraud, misappropriation, misconduct or dishonesty in connection with his or her duties; (ii) any act or omission which is, or is reasonably likely to be, materially adverse or injurious (financially, reputationally or otherwise) to the Company or any of its affiliates; (iii) Awardee's breach of any material obligations contained in this Agreement, or of Awardee's employment agreement or offer letter with the Company, including, but not limited to, any restrictive covenants or obligations of confidentiality contained therein; (iv) conduct by Awardee that is in material competition with the Company or any affiliate of the Company; or (v) conduct by Awardee that breaches Awardee's duty of loyalty to the Company or any affiliate of the Company.

6. Securities Laws Restrictions. You represent that when the Units are settled, you will be acquiring Shares for your own account and not on behalf of others. You understand and acknowledge that federal and state securities laws govern and restrict your right to offer, sell or otherwise dispose of any

Shares so received unless otherwise covered by a Form S-8 or unless your offer, sale or other disposition thereof is otherwise registered under the Securities Act of 1933, as amended, (the "1933 Act") and state securities laws or, in the opinion of the Company's counsel, such offer, sale or other disposition is exempt from registration thereunder. You agree that you will not offer, sell or otherwise dispose of any such Shares in any manner which would: (i) require the Company to file any registration statement with the Securities and Exchange Commission (or similar filing under state laws) or to amend or supplement any such filing or (ii) violate or cause the Company to violate the 1933 Act, the rules and regulations promulgated thereunder or any other state or federal law. You further understand that (i) any sale of the Shares you acquire upon settlement of the Units are subject to the Company's insider trading rules and policies, as they exist from time to time, and (ii) the certificates for such Shares will bear such legends as the Company deems necessary or desirable in connection with the 1933 Act or other rules, regulations or laws.

If you are a director, officer or principal shareholder, Section 16(b) of the Securities Exchange Act of 1934 (the "1934 Act") further restricts your ability to sell or otherwise dispose of Shares acquired upon settlement of the Units.

7. Change in Control; Death or Disability.

(i) In the event of either (A) a Change in Control (as defined below) that results in none of the common stock of the Company or any direct or indirect parent entity being publicly traded or (B) a termination of Awardee's employment by the Company or an affiliate of the Company without Cause, or by Awardee for Good Reason, within 12 months after any Change in Control, then all Units that have not previously become vested or been forfeited shall become immediately vested and nonforfeitable upon the occurrence of such event.

(ii) In the event of a termination of Awardee's employment as a result of Awardee's death or permanent disability (as defined under the Company's long-term disability policies), then all Units that have not previously become vested or been forfeited shall become immediately vested and nonforfeitable on the date of such termination.

(iii) For purposes of this Agreement, "Change in Control" means (A) any person or business entity becomes a "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of securities of the Company representing more than 50% of the total voting power represented by then outstanding voting securities of the Company or (B) the consummation of a merger of the Company, the sale or disposition by the Company of all or substantially all of its assets within a 12-month period, or any other business combination of the Company with any other corporation or business entity, but not including any merger or business combination of the Company which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or business combination.

(iv) For purposes of this Agreement, "Cause" means (A) Awardee's continued failure to substantially perform his or her duties (other than as a result of total or partial incapacity due to physical or mental illness), (B) Awardee's commission of a crime constituting (x) a felony under the laws of the United States or any state thereof or (y) a misdemeanor involving moral turpitude, (C) Awardee's fraud, misappropriation, misconduct or dishonesty in connection with his or her duties, (D) any act or omission which is, or is reasonably likely to be, materially adverse or injurious (financially, reputationally or otherwise) to the Company or any of its affiliates, (E) Awardee's breach of any material obligations contained in Awardee's employment agreement or offer letter with the Company, including, but not limited to, any restrictive covenants or obligations of confidentiality contained therein (F) Awardee's breach of the Company's Code of Conduct or (G) Awardee's material breach of any Company policies and procedures applicable to Awardee.

(v) For purposes of this Agreement, "Good Reason" shall exist if Awardee resigns his or her employment following the Company's (A) material reduction of Awardee's base salary, or (B) requirement that Awardee relocate more than 50 miles from Awardee's current principal location of employment; "Good Reason" shall exist only if Awardee has given written notice to the Company within 30 days after the initial occurrence of the event, with a reference to this Agreement, and the Company has not cured such event by the 15th day after the date of such notice.

(vi) For purposes of this Agreement, in the event Awardee has an employment agreement with the Company or an affiliate of the Company that provides definitions for the terms "Cause" and/or "Good Reason," then, during the time in which Awardee's employment agreement is in effect, the definitions provided within Awardee's employment agreement shall be used instead of the definitions provided above. For the avoidance of doubt, Awardee's transition in accordance with the Consulting Agreement will not constitute Good Reason for any purpose under this Agreement.

8. [Reserved]

9. Withholding Taxes. The Awardee shall pay to the Company, or make provision satisfactory to the Company for payment of, the minimum aggregate federal, state and local taxes required to be withheld by applicable law or regulation in respect of the vesting of any portion of the Units hereunder, or otherwise as a result of your receipt of the Units, no later than the date of the event creating the tax liability. The Company may, and, in the absence of other timely payment or provision made by Awardee that is satisfactory to the Company, shall, to the extent permitted by law, deduct any such tax obligations from any payment of any kind otherwise due to Awardee, including, but not limited to, by withholding Shares which otherwise would be delivered hereunder. In the event that payment to the Company of such tax obligations is made by delivery or withholding of Shares, such Shares shall be valued at their Fair Market Value (as determined in accordance with the Plan) on the date of such delivery or withholding.

10. No Rights as a Stockholder. Neither the Units nor this Agreement shall entitle Awardee to any voting rights or other rights as a stockholder of the Company unless and until Shares have been issued in settlement thereof. Without limiting the generality of the foregoing, no dividends or dividend equivalents shall accrue or be paid with respect to any Units.

11. Conformity with Plan. This Agreement, and the Units awarded hereby, are intended to conform in all respects with, and are subject to all applicable provisions of, the Plan, which is incorporated herein by reference. Any inconsistencies between this Agreement and any mandatory provisions of the Plan shall be resolved in accordance with the terms of the Plan, and this Agreement shall be deemed to be modified accordingly. By executing and returning this Agreement, you acknowledge your receipt of the Plan and agree to be bound by all the terms and conditions of the Plan as it shall be amended from time to time.

12. Employment and Successors. Nothing herein confers any right or obligation on you to continue in the employ of the Company or any affiliate of the Company or shall affect in any way your right or the right of the Company or any affiliate of the Company, as the case may be, to terminate your employment at any time. The agreements contained in this Agreement shall be binding upon and inure to the benefit of any successor to the Company by merger or otherwise. Subject to the restrictions on transfer set forth herein, all of the provisions of the Plan and this Agreement will be binding upon the Awardee and the Awardee's heirs, executors, administrators, legal representatives, successors and assigns.

13. Awardee Advised To Obtain Personal Counsel and Tax Representation. **IMPORTANT**: The Company and its employees do not provide any guidance or advice to individuals who may be granted Units under the Plan regarding the federal, state or local income tax consequences or employment tax consequences of participating in the Plan. Notwithstanding any withholding by the Company of taxes hereunder, Awardee remains responsible for determining Awardee's own personal tax consequences with respect to the Units, any vesting thereof, the receipt of Shares upon settlement, any subsequent disposition of Shares and otherwise of participating in the Plan, and also ultimately remains liable for any tax obligations in connection therewith (including any amounts owed in excess of withheld amounts). Accordingly, Awardee may wish to retain the services of a professional tax advisor in connection with the Units and this Agreement

14. Adjustments for Changes in Capital Structure. In the event any change is made to the Shares by reason of any dividend of shares or extraordinary cash dividend, stock split or reverse stock split, recapitalization, reorganization, merger, consolidation, split-up, combination or exchange of shares, or other change affecting the outstanding Shares as a class without the Company's receipt of consideration, the Company shall make such appropriate adjustments to the Units as it determines are equitable and reasonably necessary or desirable to preserve the intended benefits under this Agreement.

15. Disputes. Any question concerning the interpretation of or performance by the Company or Awardee under this Agreement, including, but not limited to, the Units, their vesting, settlement or forfeiture, or the issuance or delivery of Shares upon settlement, or any other dispute or controversy that may arise in connection herewith or therewith, shall be determined by the Company in its sole and absolute discretion; *provided, however*, that, following a Change in Control, any determinations by the Company or a successor entity with respect to the existence or not of Injurious Conduct, Cause or Good Reason, or any other post-Change in Control determination that would effect a forfeiture of all or a portion of the Units, must be objectively reasonable. Notwithstanding the foregoing, the Parties acknowledge that any litigation shall be resolved as described in Section 18(e) below.

16. Non-Compete Provisions. IMPORTANT: The following covenants are made by Awardee in exchange for good and valuable consideration, including but not limited to the opportunity to receive the Units as set forth more fully above. Such covenants were material inducements to the Company in deciding to invest in Awardee, to award said Units, and in entering into this Agreement. Awardee understands that a violation of this Section may result in, among other things, forfeiture of Units/Acquired Shares and/or repayment to the Company of the value thereof. For purposes of this Section 16, references to the "Company" shall include any and all affiliates of the Company with which Awardee was employed during the relevant time period(s); and the termination date of Awardee's employment shall be the date Awardee is no longer employed by the Company or any of its affiliates.

(a) During his or her employment by the Company and for a period of 12 months immediately following the termination of his or her employment for any reason whatsoever, whether or not for Cause or by resignation (whether or not for Good Reason), Awardee will not, directly or indirectly (whether through affiliates, relatives or otherwise):

(i) in any Restricted Area (as hereinafter defined), be employed or retained by any person or entity who or which then competes with the Company in the Restricted Area to any extent, nor will Awardee directly or indirectly own any interest in any such person or entity or render to it any consulting, brokerage, contracting, financial or other services or any advice, assistance or other accommodation. Awardee shall be deemed to be employed or retained in the Restricted Area if Awardee has an office in the Restricted Area or if Awardee performs any duties or renders any advice with respect to any competitive facility, business activities or customers in the Restricted Area. A "Restricted Area" means any geographic area in which or in relation to which Awardee shall have performed any duties, or in/for which Awardee had management, financial, sales, corporate or other responsibilities, for the Company during the one-year period preceding the termination of his or her employment.

(b) During his or her employment by the Company and for a period of 12 months immediately following the termination of his or her employment for any reason whatsoever, whether or not for Cause or by resignation (whether or not for Good Reason), Awardee will not anywhere directly or indirectly (whether as an owner, partner, employee, consultant, broker, contractor or otherwise, and whether personally or through other persons):

(i) solicit or accept the business of, or call upon, any customer or potential customer of the Company with whom Awardee dealt, on behalf of the Company, at any time during the one year period immediately preceding the termination of his or her employment with the Company, for the purpose of providing any product or service reasonably deemed competitive with any product or service then offered by the Company;

(ii) solicit or accept the business of, or call upon, any person or entity, or affiliate of any such person or entity, who or which is or was a customer, supplier, manufacturer, finder, broker, or other person who had a business relationship with the Company or who was a prospect for a business relationship with the Company at any time during the period of Awardee’s employment, for the purpose of providing or obtaining any product or service reasonably deemed competitive with any product or service then offered by the Company;

(iii) approve, solicit or retain, or discuss the employment or retention (whether as an employee, consultant or otherwise) of any person who was an employee of the Company at any time during the one-year period preceding the termination of Awardee’s employment by the Company. (Nothing in this section restricts employees from engaging in protected activities with other employees concerning their wages, hours, and working conditions as set forth in Section 7 of the National Labor Relations Act);

(iv) solicit or encourage any person to leave the employ of the Company; or

(v) call upon or assist in the acquisition of any company which was, during the term of this Agreement, either called upon by an employee of the Company or by a broker or other third party, for possible acquisition by the Company or for which an employee of the Company or other person made an acquisition analysis for the Company; or own any interest in or be employed by or provide any services to any person or entity which engages in any conduct which is prohibited to Awardee under this Section 16(b).

(c) All time periods under Section 16 of this Agreement shall be computed by excluding from such computation any time during which Awardee is in violation of any provision of Section 16 of this Agreement and any time during which there is pending in any court of competent jurisdiction any action (including any appeal from any final judgment) brought by any person, whether or not a party to this Agreement, in which action the Company seeks to enforce the agreements and covenants in this Agreement or in which any person contests the validity of such agreements and covenants or their enforceability or seeks to avoid their performance or enforcement.

(d) Before taking any position with any person or entity during the 12 month period following the termination of his or her employment for any reason, with or without Cause or by resignation, Awardee will give prior written notice to the Company of the name of such person or entity. Irrespective of whether such notice is given, the Company shall be entitled to advise each such person or entity of the provisions of this Agreement, and to correspond and otherwise deal with each such person or entity to ensure that the provisions of this Agreement are enforced and duly discharged. Awardee understands and expressly agrees that the obligation to provide written notice under this Section 16(d) is a material term of this Agreement, and that the failure to provide such notice shall be a material breach of this Agreement, and shall constitute a presumption that any employment about which he or she failed to give notice violates Section 16(a) of this Agreement.

(e) Awardee understands that the provisions of this Agreement have been carefully designed to restrict his or her activities to the minimum extent which is consistent with law and the Company's requirements. Awardee has carefully considered these restrictions, and Awardee confirms that they will not unduly restrict Awardee’s ability to obtain a livelihood. Awardee has heretofore engaged in businesses other than the business in which he will be engaged on behalf of the Company. Before signing this Agreement, Awardee has had the opportunity to discuss this Agreement and all of its terms with his or her attorney.

(f) Since monetary damages will be inadequate and the Company will be irreparably damaged if the provisions of Section 16 of this Agreement are not specifically enforced, the Company shall be entitled, among other remedies under this Agreement, any other agreement, and/or applicable law (i) to an injunction (without any bond or other security being required) restraining any violation of Section 16 of this Agreement by Awardee and by any person or entity to whom Awardee provides or proposes to provide any services in violation of this Agreement, (ii) to require Awardee to hold in a constructive trust, account for and pay over to the Company all compensation and other benefits which Awardee shall derive in whole or in part as a result of any action or omission which is a violation of any provision of this Agreement and (iii) to require Awardee to hold in constructive trust, account for, and transfer/return and/or repay the value of the Units/Acquired Shares as described in Section 5

(g) The courts enforcing Section 16 of this Agreement shall be entitled to modify the duration, scope or other provision of any restriction contained herein to the extent such restriction would otherwise be unenforceable, and such restriction as modified shall be enforced.

(h) NOTICE. 18 U.S.C. § 1833(b) provides: An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that —(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Accordingly, the Awardee has the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Awardee also has the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

(i) Trade Secrets; Confidentiality and Company Property. Subject to Section 16(h) above, during and at all times after Awardee's employment with the Company:

(i) Awardee will not disclose to any person or entity, without the Company's prior written consent, any Trade Secrets or other Confidential Information (as defined below), whether prepared by Awardee or others;

(ii) Awardee will not, except in the furtherance of the business of the Company, use any Trade Secrets or other Confidential Information in order to solicit, call upon or do business with any person or entity;

(iii) Awardee will not directly or indirectly use any Trade Secrets or other Confidential Information other than as directed by the Company in writing;

(iv) Awardee will not, except in the furtherance of the business of the Company, copy, delete and/or remove any Trade Secrets or other Confidential Information, whether in electronic, paper, or other form, from the premises of the Company, or from Company servers, computers, or other devices, without the prior written consent of the Company;

(v) All products, correspondence, reports, records, charts, advertising materials, designs, plans, manuals, field guides, memoranda, lists and other property compiled or produced by Awardee or delivered to Awardee by or on behalf of the Company or by its customers (including, but not limited to, customers obtained by the Awardee), whether or not Confidential Information, shall be and remain the property of the Company and shall be subject at all times to its direction and control;

(vi) Upon termination of employment for any reason whatsoever, or upon request at any time, Awardee shall, immediately and in no event more than three (3) business days thereafter: (a) turnover to the Company, and not maintain any copy of, any customer names, contact information, or other customer data stored in any Company or personal cellular/mobile phone, smartphone, tablet, personal computers or other electronic device(s) (collectively, "Devices"); (b) provide to the Company, in writing, all user names, IDs, passwords, pin codes, and encryption or other access/authorization keys/data utilized by Awardee with respect to any Company Devices, computers, hardware or services; (c) comply with all exit interview and/or termination processes utilized by the Company; (d) promptly deliver to the Company all originals and copies (whether in note, memo or other document form or on the Device(s), USB drive(s), hard drive(s), video, audio, computer tapes, discs, electronic media, cloud-based accounts, other formats now known or hereinafter devised, or otherwise) of all Trade Secrets or other Confidential Information, and all property identified in Section i(v) above, that is in Awardee's possession, custody or control, whether prepared by Awardee or others, including, but not limited to, the information described above in this Section i(vi); (e) tender to the Company any Device(s), USB drive(s), hard drive(s), video, audio, computer tapes, discs, electronic media, cloud-based accounts, or other electronic devices or formats now known or hereinafter devised, on which Awardee stored any Confidential Information or Trade Secrets; and (f) arrange with the Company a safe, secure, and complete removal/deletion of any and all remaining electronic copies of any such data or information, including, but not limited to, the information described above in this Section i(vi);

(vii) "Trade Secrets" shall mean all information not generally known about the business of the Company, which is subject to reasonable efforts to maintain its secrecy or confidentiality, and from which the Company derives economic value from the fact that the information is not generally known to others who may obtain economic value from its disclosure or use, regardless of whether such information is specifically designated as a trade secret, and regardless of whether such information may be protected as a trade secret under any applicable law. Awardee acknowledges that the Company's Trade Secrets reside in Connecticut, and that Awardee will access, utilize, and/or obtain such Trade Secrets.

(viii) "Confidential Information" includes, but is not limited to:

a) business, strategic and marketing plans and forecasts, and the past results of such plans and forecasts;

b) business, pricing and management methods, as well as the accumulation, compilation and organization of such information;

c) operations manuals and best practices memoranda;

d) finances, strategies, systems, research, surveys, plans, reports, recommendations and conclusions;

e) arrangements with, preferences, pricing history, transaction history, identity of internal contacts or other proprietary business information relating to, the Company's customers, equipment suppliers, manufacturers, financiers, owners or operators, representatives and other persons who have business relationships with the Company or who are prospects for business relationships with the Company;

f) technical information, work product and know-how;

g) cost, operating, and other management information systems, and other software and programming developed, maintained and/or utilized by the Company;

h) the name of any company or business, any part of which is or at any time was a candidate for potential acquisition by the Company, together with all analyses and other information which the Company has generated, compiled or otherwise obtained with respect to such candidate, business or potential acquisition, or with respect to the potential effect of such acquisition on the Company's business, assets, financial results or prospects; and

i) the Company's Trade Secrets (note that some of the information listed above may also be a Trade Secret).

Awardee understands that the Company's Confidential Information includes not only the individual categories of information identified in this Section, but also the compilation and/or aggregation of the Company's information, which is and has been compiled/aggregated via significant effort and expense and which has value to the Company and to the Company's employees as used in furtherance of the Company's business.

17. Miscellaneous.

(a) References herein to determinations or other decisions or actions to be taken or made by the Company shall be made by the Administrator (as defined in the Plan) or such other person or persons to whom the Administrator may from time to time delegate authority or otherwise designate, and any such determinations, decisions or actions shall be final, conclusive and binding on the Awardee and all persons claiming under or through the Awardee.

(b) This Agreement may not be changed or terminated except by a written agreement expressly referencing this Agreement and signed by the President or Chief Executive Officer of the Company and Awardee.

(c) This Agreement, together with the Plan, constitutes the entire understanding of the parties, and supersedes and cancels all prior agreements, with respect to the subject matter hereof; provided that, this Agreement shall not supersede, replace, or otherwise affect in any manner, the restrictive covenant provisions or other post-employment obligations, including, without limitation, the non-competition provisions, contained in any agreement between Awardee and the Company or an affiliate of the Company (collectively, for purposes of this Section, the "Employment Agreement"). Nothing contained herein shall adversely affect or impair the Company or its affiliate's right to enforce any of the restrictive covenants or other post-employment obligations contained in the Employment Agreement, or to obtain any relief provided for therein. Awardee agrees that Awardee's post-employment obligations under the Employment Agreement shall remain in effect and enforceable in accordance with the terms of the Employment Agreement and Awardee hereby reaffirms those obligations. Awardee agrees that his/her obligations under Section 16 above supplement and are in addition to, and shall not supersede, modify or otherwise affect, his/her obligations under the Employment Agreement. The Company and its affiliates reserve the right to enforce any restrictive covenant imposed under any Employment Agreement and/or this Agreement, individually or collectively, at its option.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other digital or electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other digital or electronic means as if the original had been received.

(e) This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut, without regard to principles of conflicts of laws. The interpretation and enforcement of the provisions of this Agreement shall be resolved and determined exclusively by the state court sitting in Fairfield County, Connecticut or the federal courts in the District of Connecticut and Awardee hereby consents that such courts be granted exclusive jurisdiction for such purpose. As additional consideration for the benefits Awardee is receiving under this Agreement, Awardee promises not to move to dismiss or transfer any litigation brought by the Company in Connecticut to enforce this Agreement based on personal jurisdiction, venue, or "convenience." If any section, provision or clause of this Agreement, or any portion thereof, is held void or unenforceable, the remainder of such section, provision or clause, and all other sections, provisions or clauses of this Agreement, shall remain in full force and effect as if the section, provision or clause determined to be void or unenforceable had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Date of Grant.

UNITED RENTALS, INC.

By: /s/ Matthew Flannery

Matthew Flannery

Chief Executive Officer

AWARDEE

By: /s/ Jeffrey Fenton

Jeffrey Fenton

Exhibit 10(b)

CONSULTING AGREEMENT

This Consulting Agreement (the “Agreement”), made as of the date identified below, is between **United Rentals, Inc.**, a Delaware corporation, having offices at 100 First Stamford Place – Suite 700, Stamford, CT 06902 (United Rentals, Inc. and its subsidiaries, parents and other affiliates are referred to collectively as “United Rentals”), and **Devonshire Advisors, LLC** (“Consultant”).

W I T N E S S E T H:

WHEREAS, United Rentals and the principal of Consultant, Jeffrey Fenton (“Mr. Fenton”) are parties to an Employment Agreement entered into by the parties in January 2016 (that agreement, including the documents incorporated therein and/or attached thereto, is referred to as the “Employment Agreement”), which (1) contains, among other things, certain post-employment obligations of Mr. Fenton, (2) is incorporated herein, and (3) United Rentals and Mr. Fenton, by way of this Agreement, for sufficient consideration, the receipt of which is acknowledged, hereby reaffirm;

WHEREAS, United Rentals wishes to avail itself of Consultant’s experience and knowledge by retaining Consultant to provide consulting services to United Rentals upon the terms and conditions hereinafter set forth; and

WHEREAS, Consultant desires to perform such services.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, United Rentals and Consultant agree as follows:

1. **CONSULTANT WORK**

Consultant agrees to perform the following functions for United Rentals (the “Work”):

- business development activities;
- assist in the transition of Mr. Fenton’s former responsibilities as an employee of United Rentals to other United Rentals employees; and
- such other duties as may be assigned by United Rentals.

Consultant agrees to assign Mr. Fenton to perform all of the Work. (For purposes of this Agreement, the obligations of, and restrictions on, Consultant shall apply to Mr. Fenton as well, unless otherwise stated.) Consultant and Mr. Fenton shall report to, and take direction from, the Chief Executive Officer of United Rentals and/or his designee or designees from time to time. Consultant and its Representatives (as defined below) shall not have the authority to issue statements on behalf of, bind, or contract on behalf of United Rentals in the performance of these duties or for any other purpose.

2. **TERM**

The term shall run from July 1, 2022, through December 31, 2022. During the term, this Agreement may be terminated immediately by any non-breaching party upon any material breach of the other party. This Agreement may be extended by the parties in any signed writing that expressly refers to this Agreement and extends its term.

3. **PERFORMANCE OF WORK**

(a) Consultant represents that Consultant has the capability, expertise and means required to perform the Work.

(b) Consultant will perform the Work in a diligent and workmanlike manner consistent with the best professional standards and practices. Consultant will also perform the Work in accordance with all applicable and existing laws, regulations and ordinances, and United Rentals' policies, standards and specifications as are made known or available to Consultant by United Rentals.

(c) In performing the Work, Consultant will ensure that Mr. Fenton is available at such times and at such locations as agreed upon between United Rentals and Consultant. Consultant shall use reasonable efforts to respond promptly to any inquiry from United Rentals.

(d) In performing any Work on the premises of United Rentals, Consultant and its Representatives will comply with all conduct, security, safety and fire prevention rules applicable to those premises. Consultant further understands and agrees that Consultant, on behalf of itself, heirs, assigns and Representatives, and on its and their respective behalves, hereby releases United Rentals and its Representatives (as defined below) from any and all risks and hazards arising out of this Agreement and Consultant's and its Representatives' performance of Consultant's obligations hereunder.

(e) Consultant represents that it and its Representatives has no contrary contractual commitments or obligations still in existence regarding non-competition within the equipment rental industry or non-solicitation of employees or customers, that would in any way impede or affect its ability to enter into this Agreement and perform the Work and other obligations of Consultant hereunder. Consultant affirms that it and its Representatives are prohibited from revealing non-public and proprietary confidential information or material of any third party. Consultant and its Representatives will not use or share any third party's Confidential Information (as defined below) in connection with Consultant performing the Work on behalf of United Rentals. United Rentals does not engage consultants for the purpose of acquiring their former employer's or client's Confidential Information, and United Rentals does not want to be offered or given access to any materials containing such information.

4. **PAYMENT FOR WORK; EXPENSES**

(a) In consideration of Mr. Fenton satisfactorily performing the Work, United Rentals will: (i) pay Consultant at the rate of $18,100 per month (the "Monthly Rate"), and (ii) will treat Consultant as being eligible for a *pro rata* annual incentive award payable in cash based on actual performance (the "Incentive Compensation"). The Monthly Rate shall be paid to Consultant in arrears, promptly after the 1st of each month of the term.

(b) Except for pre-approved expenses incurred by Consultant at United Rentals' request in connection with the Work and consistent with United Rentals' policies, Consultant shall be fully and solely responsible for all costs and expenses incident to the Work performed for United Rentals under this Agreement, including, but not limited to, the cost of any travel, tools, equipment, materials, and insurance that may be needed to complete the Work. Regarding pre-approved travel, United Rentals will reimburse Consultant in accordance with United Rentals' Consultant Travel Policy, a copy of which is attached as Attachment A. No sales, payroll or employment taxes of any kind (including, but not limited to, FICA, FUTA, federal or state personal income taxes, state workers' compensation or disability insurance taxes, and state unemployment taxes) shall be withheld or paid with respect to any payments to Consultant. United Rentals and Consultant agree that Consultant is fully and solely responsible for filing appropriate tax returns, sales tax payments, social security contributions and any other relevant payments to government authorities, and for any tax consequences arising from or related to this Agreement.

5. **RECORDS; AUDIT**

During the term of this Agreement and for a period of 36 months thereafter, Consultant will maintain, and provide to United Rentals upon request, true and correct records relating to all Work performed.

6. **TRADE SECRETS; CONFIDENTIALITY AND UNITED RENTALS PROPERTY**

In performing the Work, it is contemplated that United Rentals will give Consultant and Mr. Fenton access to certain of United Rentals' Trade Secrets (as defined below) and/or Confidential Information (as defined below). "Trade Secrets" shall mean all information not generally known about the business of United Rentals which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality and from which United Rentals derives economic value from the fact that the information is not generally known to other persons who can obtain economic value from its disclosure or use, and shall include any and all Confidential Information (as defined below) which may be protected as a trade secret under any applicable law, even if not specifically designated as such. Unless told otherwise, Consultant shall treat all Confidential Information (as defined below) as Trade Secrets, and Consultant shall ensure that its Representatives do the same. During and at all times after the term of this Agreement:

(a) Consultant and its Representatives will not use or disclose to any person or entity, without United Rentals' prior written consent, any Confidential Information or Trade Secrets, whether prepared by Consultant or its Representatives, except as necessary during the term of the Agreement with United Rentals to perform services on behalf of United Rentals.

(b) Consultant and its Representatives will not use any Trade Secrets or Confidential Information in order to solicit or call upon any person or entity.

(c) Consultant and its Representatives will hold all Trade Secrets and Confidential Information of United Rentals in trust for United Rentals and will not use any of them for any purpose other than on behalf of and for the benefit of United Rentals.

(d) Consultant and its Representatives will take reasonable steps to safeguard such Trade Secrets and Confidential Information and prevent their disclosure to unauthorized persons.

(e) Consultant and its Representatives will not, except to the extent necessary in performance of the Work, remove Confidential Information or Trade Secrets from the premises of United Rentals (and even then only with the prior written consent of United Rentals).

(f) All Trade Secrets, Confidential Information and products, correspondence, reports, records, charts, advertising materials, designs, plans, manuals, field guides, memoranda, lists and other property compiled or produced by Consultant or its Representatives or delivered to Consultant or its Representatives by or on behalf of United Rentals or by its existing or prospective customers or suppliers, whether or not confidential, shall be and remain the property of United Rentals and shall be subject at all times to its direction and control.

(g) Consultant and its Representatives will, upon expiration of the term of this Agreement, or at any time requested by United Rentals, promptly deliver to United Rentals all originals and copies (whether in note, memo or other document form or on video, audio or computer drives or discs or otherwise) of all Trade Secrets, Confidential Information and other property referred to above, that is in its possession, custody or control, and whether prepared by Consultant, its Representatives, or others. Consultant and its Representatives shall further delete, dispose of, or take other action with respect to any electronic or other copies of any Trade Secrets, Confidential Information and other property referred to above, as reasonably directed by United Rentals.

(h) "<u>Confidential Information</u>" includes, but is not limited to:

(i) business, pricing and management methods;

(ii) finances, strategies, systems, research, surveys, plans, reports, recommendations and conclusions;

(iii) names of, arrangements with, or other information relating to, United Rentals' customers, equipment suppliers, manufacturers, financiers, owners or operators, Representatives and other persons who have business relationships with United Rentals or who are prospects for business relationships with United Rentals;

(iv) information relating to employees and consultants of United Rentals, including names, positions and compensation;

(v) technical information, work products and know-how;

(vi) cost, operating, and other management information systems, and other software and programming;

(vii) information relating to any strategic alternative that may be considered by United Rentals at any time (including any acquisition, sale, divestiture or recapitalization), including the name or names of any parties potentially involved therein, the terms or status thereof and data and analyses relating to such alternative; and

(viii) United Rentals' Trade Secrets.

(i) Consultant agrees that any inventions, improvements or developments that Consultant or its Representatives authors, makes, conceives or devises, either solely or jointly, as a result of performance of the Work, during the term of this Agreement or within 6 months thereafter:

(i) Will be promptly disclosed to United Rentals;

(ii) Is the sole and exclusive property of United Rentals, to be used and patented or not as United Rentals sees fit; and

(iii) Consultant and its Representatives will assign all rights in such inventions, improvements or developments to United Rentals. Consultant and its Representatives will otherwise cooperate with United Rentals, at United Rentals' expense, in prosecution of any patent application that United Rentals elects to undertake covering the invention, improvement or development.

(j) Consultant and its Representatives acknowledge that any Work prepared by Consultant or its Representatives under this Agreement will be considered "work for hire" and the exclusive property of United Rentals unless otherwise agreed in writing between United Rentals and Consultant. To the extent such work may not be deemed a "work for hire" under applicable law, Consultant and its Representatives hereby assign to United Rentals all right, title and interest in and to Consultant's and/or its Representatives' copyrights to such Work. Consultant and its Representatives will execute and deliver to United Rentals any instruments of transfer and take such other actions as United Rentals may reasonably request, including, without limitation, executing and filing, at United Rentals' expense, copyright applications and other documents required for the protection of United Rentals' rights in and to such materials.

(k) Consultant understands that nothing in this Agreement prevents Consultant from cooperating with any government investigation, making a truthful statement or complaint to law enforcement or a government agency, testifying under oath to law enforcement or a government agency, or from complying with a properly-served and lawfully-issued subpoena or similar order issued by a government agency or court of competent jurisdiction. Consultant acknowledges that Consultant has not signed a confidentiality, non-competition or non-solicitation agreement with any former employer, other than United Rentals, that by its terms remains in effect.

7. **NON-DISPARAGEMENT**

During and at all times after the term of this Agreement, Consultant and its Representatives hereby covenant and promise not to make any disparaging remarks or statements, orally or in writing, and regardless of whether or not such remarks or statements are truthful, nor take any actions, which (i) in any way could disparage United Rentals or any of its Representatives, or which could harm the reputation and/or goodwill of United Rentals or any of its Representatives, or (ii) in any way, directly or indirectly, could cause or encourage or condone the making of such statements or the taking of such actions by anyone else. Consultant and its Representatives further agree to refrain from any conduct, activity, or conversation which is intended to, or does, interfere with or disparage the relationships between United Rentals and its customers, suppliers, shareholders, financiers, or others.

8. **CONFIDENTIALITY OF THIS AGREEMENT**

Consultant and its Representatives agree that this Agreement is confidential and Consultant and its Representatives shall not disclose the Agreement's existence or terms to anyone except for (a) Mr. Fenton's spouse, (b) Consultant's attorneys or financial advisors, as necessary, and on the condition that any such recipient(s) agree to further maintain the confidentiality of the disclosed information consistent with this Section 8, or (c) except as required by law or if necessary in order to enforce this Agreement, on the condition that, prior to such disclosure, Consultant and its Representatives give United Rentals reasonable advance notice of any request or intended disclosure such that United Rentals could object or otherwise seek to protect the confidentiality of this Agreement.

9. **NO PUBLIC STATEMENTS**

Consultant and its Representatives hereby covenant and promise, except as required by law or pre-approved in writing by United Rentals, not to make any statements, orally or in writing, to any third parties regarding or pertaining in any way to United Rentals, United Rentals' Representatives, or performance of the Work for United Rentals.

10. **ENFORCEMENT OF AGREEMENT**

Consultant agrees that Consultant's (including Mr. Fenton's) services are unique and that Consultant and its Representatives will have access to Confidential Information and Trade Secrets. Accordingly, Consultant and its Representatives agree that a breach by Consultant or its Representatives of Sections 6, 7, and 8 (the "Restrictive Provisions") of this Agreement would cause immediate and irreparable harm to United Rentals that would be difficult or impossible to measure, and that damages to United Rentals for such injury would be an inadequate remedy for any such breach. Therefore, Consultant and its Representatives agree that in the event of any breach or threatened breach of such sections, United Rentals, in addition to and without limitation upon all other remedies it may have under this Agreement, at law or otherwise, is entitled to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the terms of the Restrictive Provisions, and/or require Consultant and its Representatives to account for and pay over to

United Rentals all compensation, profits, moneys, accruals, increment or other benefits derived from or received as a result of any transactions constituting a breach of the Restrictive Provisions if and when final judgment of a court of competent jurisdiction is so entered against Consultant and/or its Representatives. Consultant and its Representatives further agree that the duration of any Restrictive Provision shall be extended by the same amount of time that Consultant and/or its Representatives is/are in breach of any Restrictive Provision. If either Consultant or United Rentals is successful in any suit for damages for breach of this Agreement, to enforce this Agreement, or to enjoin the other party from violating this Agreement, the prevailing party will be entitled to recover as part of its damages its reasonable attorneys' fees, costs and expenses to bring and maintain any such suit.

11. **INDEPENDENT CONTRACTOR**

Consultant's relationship with United Rentals is that of an independent contractor on a "fee for service" basis. Without limiting the generality of the foregoing: (i) Consultant and its Representatives do not and shall not have the authority to execute contracts for or on behalf of, make commitments or statements for or on behalf of, or otherwise bind to any obligation whatsoever United Rentals or any of its affiliates, (ii) Consultant and its Representatives shall not purport to bind or otherwise make any such commitment for or on behalf of United Rentals or its affiliates; (iii) Consultant and its Representatives are not and shall not be, and Consultant and its Representatives shall not hold itself or themselves out as, an agent or agents of United Rentals or any of its affiliates; and (iv) nothing in this Agreement shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action.

12. **NOTICE**

Any notice that may be given, or is required to be given, under this Agreement, will be in writing and will be delivered via overnight carrier (i.e., UPS, FedEx), or sent by first-class mail; and in the case of United Rentals, addressed to the individual to whom Consultant reports, as identified in Section 1, above, or, in the case of the Consultant, addressed to the last address on file with the Company or sent by email (JJFENTON@DevonshireAdvisors.com), or to such other address as may be hereafter designated by either party in writing. Notice shall be deemed effective: (a) five business days after the document is deposited in the U.S. mail (provided it is sent via first class mail); (b) one business day after the document is given to a nationally recognized courier for overnight delivery; and/or (c) upon personal delivery.

13. **ASSIGNMENT**

Consultant's rights under this Agreement may not be assigned, and Consultant's and/or its Representatives' obligations under this Agreement may not be delegated, in whole or in part, by Consultant or its Representatives. United Rentals may, in its sole discretion, assign its rights and delegate its obligations under this Agreement.

14. **ENTIRE AGREEMENT**

Except as expressly provided herein, this Agreement constitutes the entire agreement between United Rentals and Consultant on the subject matter of Consultant's performing consulting work for United Rentals. There are no oral representations, understandings or agreements between (a) United Rentals or any of its officers, directors or employees, on one hand, and (b) the Consultant, on the other hand, covering the same subject matter as this Agreement, except as noted herein. Notwithstanding anything in this Agreement, to the contrary or otherwise, it is understood and agreed by Consultant and Mr. Fenton that nothing in this Agreement shall be deemed to supersede, affect, impact or replace the Employment Agreement, which contains post-employment obligations that Mr. Fenton hereby reaffirms and once again agrees to by way of his signature below in exchange for, among other things, the consideration described in this Agreement, and which Mr. Fenton understands and agrees shall remain in effect and enforceable by United Rentals in accordance with the terms thereof. Except as noted herein, this written Agreement (i) is the final, complete and exclusive statements and expressions of the agreement between United Rentals and Consultant, (ii) cancels and supersedes all prior agreements with respect to the subject matter hereof, and (iii) cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. Nothing in this Agreement shall affect or impair any rights or obligations from any party hereto pursuant to or arising out of the Employment Agreement and/or United Rentals' right to enforce any of the restrictive covenants or other obligations contained in the Employment Agreement. For the avoidance of doubt, the parties hereby acknowledge and agree that the covenants set forth in this Agreement shall operate independently of, and shall be in addition to, any covenants to which United Rentals or Mr. Fenton may be subject pursuant to the Employment Agreement, as well as independently of other agreements between United Rentals and Mr. Fenton unrelated to the consulting work described herein (e.g., Restricted Stock Unit Agreements). This written Agreement may not be later modified except by a further writing signed by United Rentals and Consultant, and no term of this Agreement may be waived except by a writing signed by the party waiving the benefit of such terms. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any amendments or exhibits hereto.

15. **SEVERABILITY**

If any section, provision or clause of this Agreement, or any portion thereof, is held void or unenforceable, the remainder of such section, provision or clause, and all other sections, provisions or clauses of this Agreement, shall remain in full force and effect as if the section, provision or clause determined to be void or unenforceable had not been contained herein.

16. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Connecticut, without regard to its conflict of laws principles. The interpretation and enforcement of the provisions of this Agreement shall be resolved and determined exclusively by the state or federal courts sitting in Connecticut, and such courts are hereby granted exclusive jurisdiction for such purpose.

17. **MISCELLANEOUS**

(a) Consultant and its Representatives are neither authorized nor empowered to act as United Rentals' agent for any purpose or to enter into any contract or undertaking of any kind or to make any promise or give any warranty or representation, with respect to any United Rentals products or any other matter, unless otherwise previously agreed to in writing.

(b) Consultant and its Representatives are free to pursue other work for other clients or customers, provided such other work does not violate the covenants described or incorporated herein.

(c) This Agreement is for contractual consulting services. Consultant and its Representatives have control and discretion over how, when and where the Work is to be performed. As an independent contractor, Consultant and its Representatives are: (a) free from control and direction in connection with the performance of Consultant's services under this Agreement; (b) performing work outside of the usual course of business of United Rentals; and (c) customarily engaged in an independent business that provides work of the nature to be performed by Consultant under this Agreement. In no event shall this Agreement be construed as creating an employer/employee relationship. Any prior employer/employee relationship (full time or otherwise) that existed prior to this Agreement between United Rentals and Mr. Fenton is and/or has been terminated.

(d) Consultant and its Representatives agree to comply fully with the terms of United Rentals' Ethics Policy, a copy of which is attached hereto as Attachment B, and United Rentals' Insider Trading and Selective Disclosure policy, attached hereto as Attachment C, both as may be amended from time to time. Consultant and its Representatives understand that not all rules and policies applicable to Consultant's activities are contained in this Agreement, and Consultant and its Representatives agree to abide by any other rules and policies that United Rentals currently has or may adopt or amend from time to time.

(e) Consultant and its Representatives will not be eligible to participate in any United Rentals employee benefit plan, policy, program or practice, including, but not limited to, vacation pay, holiday pay, health insurance, unemployment insurance, workers' compensation insurance, and fringe benefit plan.

(f) No workers' compensation insurance shall be obtained by United Rentals on account of Consultant or its Representatives or any of Consultant's employees or subcontractors. Instead, since Consultant is an independent contractor, Consultant hereby affirms Consultant has obtained all workers' compensation insurance required by law. Consultant further affirms that Consultant has complied with all international, federal, state and local laws regarding visas, business permits and licenses that may be required to complete the work to be performed under this Agreement.

(g) For purposes of this Agreement, the term "Representatives" shall include the officers, employees, directors, stockholders, and/or agents of the referenced entity.

(h) Consultant hereby acknowledges that Consultant is aware that United Rentals is a public company and that U.S. securities laws restrict persons with material non-public information about a company (obtained directly or indirectly from that company) from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

(i) This Agreement may be executed digitally, electronically and/or by facsimile, and may be transmitted digitally, electronically, and/or by facsimile, in any number of counterparts, each of which upon execution and delivery shall be considered an original for all purposes; provided, however, all such counterparts shall, together, upon execution and delivery, constitute one and the same instrument.

IN WITNESS WHEREOF, United Rentals and Consultant, intending to be legally bound, have caused this Agreement to be duly executed effective on the day and year first written above.

UNITED RENTALS, INC.

By: /s/ Craig Pintoff

Title: EVP, Chief Administrative Officer

Date: 3/30/22

CONSULTANT:
DEVONSHIRE ADVISORS, LLC

By: /s/ Jeffrey Fenton
Jeffrey Fenton, individually and as Authorized Representative of Devonshire Advisors, LLC
Date: 3/30/22

Affirmation of Jeffrey Fenton

I, Jeffrey Fenton, affirm that I am a "Representative" (as that term is defined in Section 18(g) above) of Devonshire Advisors, LLC, that the terms contained herein were material inducements to United Rentals, Inc., in deciding to enter into this Agreement, and that I agree to comply with those terms.

/s/ Jeffrey Fenton
Jeffrey Fenton

ATTACHMENT A

CONSULTANT TRAVEL POLICY

PURPOSE:
The policies contained herein are the mandatory travel and other business expense policies for Consultants to ensure that expenses incurred are for legitimate business purposes only.

United Rentals (referred to for purposes of this policy as the “Client”) will permit Consultants in accordance with this policy to incur travel and other business expenses that are: reasonable and necessary to accomplish an approved Client business purpose, reported in a timely manner, properly documented, and approved by the proper authority. **Any deviations from this policy must be pre-approved by the senior-most manager executing the Consultant Agreement and approving the Work. The written approval must be submitted with the invoice for travel expenses.**

Any misrepresentation of expenses or any other violations of this policy will result in corrective action up to and including termination of the Agreement.

Regardless of the expense, original receipts must be submitted for **all** business expenses for which Consultant invoices.

Expenses must be invoiced in a timely fashion, no later than 21 days after the date of the expense transaction.

Hotel or other charges must not be pre-paid.

The following are examples of non-reimbursable expenses; but, do not represent an exhaustive list:

- Adult entertainment
- Air phone usage
- ATM fees
- Baby-sitting, child care, day care
- Barbers and hairdressers
- Cell phone purchases, non-essential accessories, repairs, installations, monthly fees
- Clothing or toiletry items
- Club Dues
- Entertainment at locations that exclude individuals due to race, gender, religion, etc.
- Excess baggage charges: The first-bag charge is permitted, if charged by airline.
- Fines for driving or parking violations.
- Insurance for auto rentals.
- Laundry or valet services for travel fewer than five (5) days.
- Lost airline ticket fees.
- Loss or theft of personal funds or property.
- Lost baggage.
- Luggage and briefcases.
- Medical expenses, prescriptions and over-the-counter drugs while traveling.
- Hotel room mini-bar refreshments.
- Movies (including in-flight and hotel in-room movies).
- Optional travel or baggage insurance.
- Personal accident insurance.

Personal entertainment.
Saunas, massages, health club use, shoe shine.

Air Travel

All airfares must be the lowest logical fare available in economy class, with flights scheduled as early in advance as possible.
Reservations should be made at least two (2) weeks in advance of the date of departure unless at the request of Client.
The lowest logical fare is defined as the least costly fare that:

- Uses a regular scheduled commercial aircraft;
- Prohibits preference of any airline, type of aircraft and connecting airports;
- May require one plane transfer on either or both the departure or return, if reasonable;
- Departs from the airport nearest to the Consultant's location or at the discretion of the Consultant from an airport offering a fare which is more cost effective for the Consultant, including parking, mileage or additional overnight stays;
- Allows for up to a two (2) hour leeway in scheduling which may necessitate that the Consultant arrive up to two (2) hours early to their business activities or depart up to two (2) hours after the end of their business activities.

First class and business class travel is not permitted.
e-tickets should be obtained instead of paper tickets.
If the airline charges a fee to check luggage, the fee for the first bag is permitted. Fees for additional bags are not reimbursed.

Lodging

Consultant should use Client's designated class of preferred hotels and request Client rate or other best available rate when reserving a hotel room.

Hotel stays of more than seven (7) consecutive days are considered extended stays. Those stays are expected to use weekly or long-term rates where available.

The detailed room billing (indicating dates of arrival and departure, number of days, location, room rate, taxes and other expenses detailed).

Charges for guaranteed reservations that the Consultant failed to cancel are not permitted.

Auto Rentals

Order economy, sub-compact or compact cars only unless Consultant is conducting a shoot in which case a van or other vehicle as appropriate may be rented. Mid-size rentals are permitted if two or more people are sharing. Rentals of all full size vehicles must be pre-approved by the Client.

Additional equipment such as navigation systems is not a reimbursable expense.

Consultants should refuel before returning their rental car. Refueling charges incurred that are not arranged in advance will not be reimbursed.

Mileage Allowance for Business Use of Personal Vehicles

Mileage will be reimbursed at the IRS reimbursement rate in effect at the time the mileage occurred.

Consultant Individual Meals

Meal Allowance: The cost of reasonably priced meals during business travel is reimbursable. Expense amounts are limited to a maximum combined amount for Breakfast, Lunch and Dinner of $65 (not including tax and gratuity) per person, per day. This is not a per diem rate, but is reimbursed for expenses actually incurred, broken out by meal and accompanied by receipts.

All other charges must be approved in writing by Client prior to the expense being incurred.

ATTACHMENT B

ETHICS POLICY

1. General.

Consultants often are grateful for United Rentals' business and sometimes wish to express that appreciation in a tangible way. The result may be a very positive and well meaning gesture that nonetheless puts both United Rentals and Consultant in a particularly difficult position. In order to prevent that from happening, United Rentals has clearly defined the responsibilities that United Rentals' employees have when interacting with Consultants. United Rentals expects that both its employees and Consultants will always comply with the highest ethical standards.

2. Specific Prohibitions.

Consultants may not provide, or offer to provide, directly or indirectly, to employees or officers of United Rentals, gifts or favors, of any kind, including gratuities, including but not limited to: (a) money or gift certificates, (b) stock, bonds, or any other evidence of ownership or obligation of any value, (c) loans of any value, (d) free services or discounts (i.e., not available to the public), (e) lodging, use of facilities, transportation (other than local transportation, e.g., from airport to Consultant's location), (f) liquor or gift baskets, (g) offers of entertainment (whether at Consultant's home, offices or other location) such as show tickets, admission, or passes to sporting events, concerts, performances or other events, golf, fishing trips, or other activities, (h) meals (except as described below), or (i) other items or services of value (except as described below). Consultant may not enter into business arrangements with employees or officers of United Rentals unless such employees or officers are acting as representatives of United Rentals.

3. Meals.

Consultants should not routinely provide or offer to provide meals. However, meals may be offered or provided to the extent that they may be required for the effective conduct of business. Further, if United Rentals' employee(s) have traveled to Consultant's site, Consultant may provide or pay for meals as long as: (1) the meal is appropriate, (2) the meal is not extravagant, (3) providing or paying for the meal fully complies with Consultant's rules and policies, and (4) the meal is related to the effective conduct of business.

4. No Kickbacks.

Consultants should not provide any form of bonus, incentive, kickback or other remuneration to any employee or agent of United Rentals for any reason including as a reward for past purchases of products, to induce current purchases of product or services or to influence future purchases of products or services.

5. Exception.

Consultant may provide promotional items with an apparent value of less than $150.00 (e.g., calendars, pens).

6. Violations.

Consultant shall immediately notify United Rentals of any violation of this policy, whether by Consultant or United Rentals' employees. Upon receipt of notice, United Rentals will evaluate the situation and take whatever action United Rentals deems appropriate, which may include suspension or termination of any agreement between United Rentals and Consultant.

Exhibit 22

SUBSIDIARY GUARANTORS

United Rentals (North America), Inc. (“URNA”) is 100 percent owned by United Rentals, Inc. (“Holdings”) and has certain outstanding debt securities registered under the Securities Act of 1933, as amended, that are guaranteed by both Holdings and, with the exception of its U.S. special purpose vehicle which holds receivable assets relating to URNA’s accounts receivable securitization facility, captive insurance subsidiary and immaterial subsidiaries acquired in connection with the General Finance acquisition, all of URNA’s U.S. subsidiaries (the “guarantor subsidiaries”). Listed below are the guarantor subsidiaries.

Name of Company	**Jurisdiction of Incorporation**
United Rentals Highway Technologies Gulf, LLC (f/k/a United Rentals Highway Technologies Gulf, Inc.)	Delaware
United Rentals (Delaware), Inc.	Delaware
United Rentals Realty, LLC	Delaware

Exhibit 31(a)

CERTIFICATIONS

I, Matthew J. Flannery, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United Rentals, Inc. and United Rentals (North America), Inc. for the quarterly period ended March 31, 2022;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrants as of, and for, the periods presented in this report;

4. The registrants' other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrants and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrants, including their consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrants' disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and.

   d) disclosed in this report any change in the registrants' internal control over financial reporting that occurred during the registrants' most recent fiscal quarter (the registrants' fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrants' internal control over financial reporting; and

5. The registrants' other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrants' auditors and the audit committee of the registrants' board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrants' ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrants' internal control over financial reporting.

/s/ MATTHEW J. FLANNERY

Matthew J. Flannery
Chief Executive Officer

April 27, 2022

Exhibit 31(b)

CERTIFICATIONS

I, Jessica T. Graziano, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United Rentals, Inc. and United Rentals (North America), Inc. for the quarterly period ended March 31, 2022;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrants as of, and for, the periods presented in this report;

4. The registrants' other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrants and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrants, including their consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrants' disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and.

   d) disclosed in this report any change in the registrants' internal control over financial reporting that occurred during the registrants' most recent fiscal quarter (the registrants' fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrants' internal control over financial reporting; and

5. The registrants' other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrants' auditors and the audit committee of the registrants' board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrants' ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrants' internal control over financial reporting.

/s/ JESSICA T. GRAZIANO

Jessica T. Graziano
Chief Financial Officer

April 27, 2022

Exhibit 32(a)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of United Rentals, Inc. and United Rentals (North America), Inc. (the "Companies") on Form 10-Q for the quarterly period ended March 31, 2022 as filed with the Securities and Exchange Commission (the "Report"), I, Matthew J. Flannery, Chief Executive Officer of the Companies, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended (15 U.S.C. 78m); and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Companies.

/s/ MATTHEW J. FLANNERY

Matthew J. Flannery
Chief Executive Officer

April 27, 2022

Exhibit 32(b)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of United Rentals, Inc. and United Rentals (North America), Inc. (the “Companies”) on Form 10-Q for the quarterly period ended March 31, 2022 as filed with the Securities and Exchange Commission (the “Report”), I, Jessica T. Graziano, Chief Financial Officer of the Companies, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended (15 U.S.C. 78m); and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Companies.

/S/ JESSICA T. GRAZIANO

Jessica T. Graziano
Chief Financial Officer

April 27, 2022