

CONTRACT AGREEMENT

Lessee acknowledges receipt of the described personal property. The parties agree that the property was inspected by Lessor and personally examined by Lessee at the time of rental/delivery and that said property was in excellent, serviceable, and working condition. Lessee acknowledges receipt of all items listed in this Contract and understands the proper operation and use of said equipment.

Lessee agrees that in the event any of the property becomes unsafe or in a state of disrepair, Lessee will immediately discontinue the use thereof and promptly contact Lessor. Upon returning such property, if its condition is not the fault of the Lessee, Lessor agrees to replace such property with property of like kind and in good working condition.

Title to the rented property is and shall at all times remain in Lessor's name. Only the parties hereto and such other persons whose names are endorsed hereon are authorized to use said property, and Lessee will not permit said property to be used by any other person or at any address other than the place designated hereon without the express consent of Lessor.

Parties agree that Lessor is not the manufacturer of said property nor the agent of the manufacturer and that no warranty against patent or latent defects in material, workmanship or capacity is given.

Upon termination of this agreement, Lessee will promptly return the rented property and all attachments and parts belonging thereto, to the Lessor at Lessor's place of business, in the same condition in which such property was received. Ordinary wear and tear expected, and agrees to pay for any damage to or loss of such property while in the possession or control of Lessee hereunder. In the event that Lessor must resort to litigation to recover for damages caused to or loss of such property, Lessee also agrees to pay Lessor's reasonable attorney fees and Court costs. Lessor shall not be liable in any event to Lessee for any loss, delay, or damage of any kind of character resulting from defects in or inefficiency of the leased property or accidental breakage thereof.

IDEMNIFICATION: Lessee assumes liability for, and shall indemnify, defend and hold harmless Lessor, its agents, employees, officers, directors, successors, and assigns from and against any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury illness, and death), claims, penalties, suits, actions, costs, and expenses, including attorney's fees of whatsoever kind and nature, relating to or arising out of the use, condition (including but not limited to latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of Lessee to perform or comply with the conditions of this lease. The parties agree that Lessor shall only be liable or responsible for actions of sole negligence or willful misconduct.

Without limiting the generality of the foregoing, Lessee shall, at its own cost and expense, defend Lessor against all claims, suits, or proceedings commenced by anyone in which Lessor is named as a party for which Lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by Lessor, and Lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such action is commenced naming Lessor as a party, Lessor may, in its sole discretion, elect to defend said action on its own

behalf with counsel of its choice, and Lessee shall be liable for and reimburse Lessor for all costs, expenses, and attorney's fees incurred by Lessor in such defense.

The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

Purpose of this Clause: It is understood and agreed by the parties that the purpose of this clause is to completely shift the risk of all claims relating to or arising out of the lease of the equipment to Lessee hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of Lessor.

Lessee will give Lessor immediate notice of any levy attempted upon said property, or if said property from any cause becomes liable to seizure, and to indemnify Lessor against all loss and damages caused by any such action, including Lessor's reasonable attorney's fees and expenses.

Lessee will not retain the leased property beyond the "Due In" time without prior notice to and the consent of Lessor thereto. Lessee will pay rental price in advance or immediately upon the return of property. Lessee agrees to pay all collection charges, including a reasonable attorney's fee, if the rental is not paid when due.

Lessor, at Lessor's sole discretion may report property stolen if held (5) days beyond "Due In" date. Lessor at Lessor's sole discretion, may revert all charges to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not refund on any item out over (30 minutes).

Lessor will extend credit for like amount on any item providing Lessee uses this credit within a period of (15) days from the out date of Contract. Lessee hereby waives and releases Lessor from all claims for injuries or damages to Lessee arising out of the use of said property by Lessee.

DISCLAIMER OF WARRANTIES. Lessor makes no warranty or representation that the merchandise or equipment is fit for any particular purpose, either expressed or implied or that it is free of latent defects. Lessor shall not be responsible for any defect or failure unknown to Lessor. The Customer shall terminate the use of equipment as soon as a defect or failure is detected. Lessee will notify Lessor immediately when the defect or failure is detected.

INSPECTION OF ATTACHMENTS* All hoses and fittings have been thoroughly inspected by both Lessor and Lessee and are found to be in excellent condition. Lessee is fully responsible for the cost of labor/parts for replacement to damaged hydraulic, air, and water hoses, up to and including any fittings that Lessor deems in need of repair/replacement.



POLICY REMINDERS/ TERMS OF RENTAL AGREEMENT

SAFETY FIRST!!!

1. **Call (315) 343-7368** if you have problems or issues relating to the rental of any items. Do not attempt to fix, repair, or troubleshoot equipment. Stop using equipment and call Rental Warehouse immediately. ***No refund or credit will be considered if you do not call immediately.***
2. Afterhours emergency number is **(315) 963-9600**.
3. Daily rentals are for 24 hours, weekly rentals are for 7 days, and monthly rentals are for 28 days. For equipment with an hour meter, rates are based on up to 8 hours or run time per day, 40 hours per week, and 160 hours per month. The weekend warrior special is up to 12 hours.
4. All items are to be returned between 7:30am and 5:00pm Monday – Friday, and between 8:00am and 12:00pm on Saturday. Items cannot be extended or removed from rent after normal business hours via message or emergency line.
5. Return equipment on time to avoid late charges. Late charges are a *minimum* of a one-day rental, and extended availability cannot be guaranteed.
6. Allow yourself time for a return inspection. In failure to do so, you agree to accept *our assessment* and authorize any additional charges to your credit card.
7. You will return all manuals, video, keys, equipment and accessories at stated date and time due, or pay rental fee for all equipment rented until all items are returned or can be replaced. There is a \$50 charge for key replacement.
8. Equipment *we* are picking up must be kept in a secure location until we arrive. Equipment scheduled for pick up must be accessible when we arrive, or hourly charges will apply.
9. No credits will be issued once an item leaves our premises due to any issue beyond *our* control. Examples of this are: Schedule change, job cancellation, no show, weather, failure to understand proper use, wrong tool for the job, unexpected job, ground conditions, etc.
10. You are responsible for charges even if you did not use the equipment.
11. Refuel equipment to avoid refueling charges. Refueling charges are **Gas \$9/gal Diesel \$12/gal**
12. Return equipment clean to avoid cleaning charges. Cleaning charges are a minimum of **\$100.00**.
13. You have inspected all rental items and accessories. You have received them in a good, safe and proper operating condition, including but not limited to; all tires, tracks, hoses, fittings, glass, and cords.
14. You have received written, verbal, and/or video instructions on the proper use of rented equipment.
15. You agree to read and understand all operating manuals, decals, video(s), and verbal instructions before operating any rental item and/or equipment.

16. You understand the manufacturers intended use, limitations, design, and that it may differ from similar products.
17. Do not tamper with hour meter or you will be charged for 24- hour use for all days the equipment is in your possession.
18. Protect all equipment and accessories from freezing water. You are responsible for any damage from freezing water.
19. You agree to transport and/or tow all equipment *legally*.
20. You are 100% responsible for any/all repair costs to items damaged during transport. Such costs are the responsibility of the renter and their insurance provider. Do not jackknife trailers, hitches, or any towed equipment.
21. You are responsible for calling UFPO (1-800-962-7962) two days prior to digging, drilling, or breaking ground, even in your own backyard.
22. We are not responsible for any damage caused from the use of drain snakes. Including broken or stuck cables.
23. Rental charges may not be applied toward the purchase price of any equipment.
24. There is a \$35.00 charge for all returned checks.
25. You are responsible for all costs incurred to retrieve stuck or stranded equipment.
26. Tows or equipment repairs that must occur more than fifty (50) miles from the Rental Warehouse shall be subject to extra repair and/or service fees.
27. All damaged/broken diamond blades will be paid for in full.
28. You are responsible for proper daily maintenance including grease, oil, and fuel. Do not run fuel below 1/8 tank.
29. You are responsible for all glass. You are also responsible for all hydraulic, air, fluid hoses, lines, and fittings.
30. You understand the Rental Warehouse repair rate is \$125.00 per hour, plus parts, and any additional service required.
31. Any charges not paid on time are subject to the maximum allowed interest charges.
32. You are responsible for new replacement cost of lost, stolen, or destroyed rental items. Any mysterious disappearance, theft and/or vandalism must be reported to law enforcement by *the customer* within 24 hours of the incident.
33. Rental Warehouse does not charge a fee for our Rental Protection Plan, it is automatically included at no extra cost. Our Rental Protection Plan covers what Rental Warehouse deems reasonable wear/tear as well as accidental damage to rented items. You are responsible for repair costs incurred due to accidental damage up to the first \$1000 as well as 10% of anything above that.
34. You are responsible for 100% of the costs associated with paying for parts and labor to repair or replace equipment/parts back to OEM specifications for any damage that ***Rental Warehouse deems to be from misuse, abuse and/or neglect.***
35. Rental Protection Plan does *not* cover tires, tracks, hoses, or glass. You are responsible for all costs associated with repair/replacement to these items.
36. Customers providing a Certificate of Insurance waive their claim to the included Rental Protection Plan.
37. If customer has insurance for the loss or damage, customer shall exercise, and shall empower Rental Warehouse to exercise all customers rights to obtain recovery under insurance, shall cooperate with Rental Warehouse to obtain recovery and all proceeds shall be given or assigned to Rental Warehouse.

YOU HEREBY AUTHORIZE RENTAL WAREHOUSE TO CHARGE YOUR CREDIT CARD FOR *ANY AND ALL* CHARGES RELATED TO THE RENTAL CONTRACT IT WAS USED FOR, AND/OR ANY VIOLATION OF THE RENTAL WAREHOUSE POLICY REMINDERS OR TERMS OF RENTAL AGREEMENT(S)