

## RENTAL/LEASE CONTRACT - TERMS AND CONDITIONS

- (1) The rental equipment has been received in good working condition and will be returned in the same condition—ordinary wear is allowed and accepted.
- (2) Those LESSEE that are utilizing LESSOR's transport services, hereby allow America Rents to enforce the contractual guidelines without obtaining a LESSEE/Operator's signature.
- (3) LESSEE agrees NOT to loan, sublet, or otherwise dispose of equipment; or use in at any other location than listed on the face of the contract.
- (4) LESSEE agrees to allow LESSOR Rights to enter premises where equipment is located at any time to repossess said equipment. LESSEE and associated parties hereby waives any rights of action against the LESSOR by reason of such taking or entry and agrees to reimburse costs of repossession—if any.
- (5) **LAIBILITIES:**
  - a. The LESSEE agrees to assume ALL liabilities (including but not limited to security of the equipment) associated with the rental of the equipment, until it has been returned to LESSOR-- regardless of whether the equipment was delivered by LESSOR or not.
    - i. LESSOR does NOT agree to retrieve the equipment the same day that it is "called-off" of rent, but agrees to have the equipment retrieved in a timely manner.
  - b. LESSOR assumes NO liability associated with trailer(s) attachment to a person's vehicle. Knowledge of the vehicle's towing capacity, ball size and shank capacity, operation of the supplemental breaking system, fuses, etc... are the vehicle operator's responsibility and the operator retains ALL LIABILITY associated.
  - c. LESSEE and/or Operator assumes all responsibility for injuries to persons or property, and agrees to hold the LESSOR harmless for any and all claims, of any nature, arising out of use of the rental and/or use of the equipment.
    - i. All attempts will be made to assure that the User Guides accompany the equipment and Company will offer operational training, however it is the LESSEE's responsibility to familiarize themselves with the correct and safe operation of the equipment—including (if necessary) to utilize the internet to gain access to User Guides and/or How-To-Videos.
- (6) **PAYMENT**
  - a. RENTAL FEES ARE FOR PORTAL TO PORTAL TIME OUT, NOT TIME USED, INCLUDING ANY PERIOD LESSEE IS CLOSED. A ONE DAY RENTAL RATE FOR EQUIPMENT WITH RUN TIME HOUR METERS CONSISTS OF 8-HOURS USE WITHIN 24-HOUR PERIOD. IF RUN MORE THAN 8-HOURS IN A 24-HOUR PERIOD AN ADDITIONAL PRORATED CHARGE WILL BE APPLIED.
  - b. LESSEE agrees to pay upon demand:
    - i. All rates, charges, taxes, fuel, delivery, pickup, and reservation cancellation fees and all other amounts incurred as a result of this transaction;
    - ii. Replacement cost for any loss or disappearance of equipment due to theft, conversion, or other dishonest acts on part of any person or persons to whom the issued property is entrusted to any person(s) in the service or employment of the LESSEE whether or not occurring during the hours of such service or employment. LESSOR reserves the right to consider the property lost, stolen, or converted if not returned within TEN DAYS of the date and time printed under the "TIME AND DATE DUE IN" column on the contract.
  - c. Credit Card - LESSEE authorizes that LESSOR may bill LESSEE's credit card at the time of reservation, upon receipt of the rented item(s), and/or if the rental period exceeds the initially length of Rental Agreement—whereas LESSOR will bill the card for a 28-day rental period.
  - d. Payment Guarantee - The undersigned LESSEE personally agrees to cover all costs associated with this contract and respective equipment.
    - i. LESSOR will NOT charge an alternative or third party.
  - e. Final Audit - LESSEE UDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. LESSEE authorizes any credits or additional charges to be made and paid by the method used at the time of the reservation, rental, or return.
  - f. LESSEE agrees to pay in full all replacement costs (including labor) and Loss-of-Use of rental equipment due to any causes whatsoever.
  - g. LESSEE agrees to reimburse for all attorney fees, an amount NOT less 25% of all sums due, court cost and expenses incurred to enforce collection or to preserve or enforce LESSOR's rights under this contract. The LESSEE understands and acknowledges that LESSOR will employ Collections Agencies if a bill is not paid within a reasonable amount of time (within...but not limited to) 40-days after the creation of the invoice.
- (7) Damage Waiver is an optional plan offered by LESSOR that modifies Section (7) to the following: If the equipment is damaged under normal operating conditions, during the rental period, the LESSEE is responsible for 50% of the repair costs, or the lesser of \$500 or 10% of the manufacturer's list price.
  - a. DAMAGE WAIVER DOES NOT COVER: GLASS; TIRES/TRACKS; THEFT; ABUSE; MISUSE; NEGLIGENCE; INTENTIONAL ACTS; ACTS OF GOD; AND/OR FAILURE TO FOLLOW THE PROPER USE AND CARE INSTRUCTIONS (either provided with the equipment or readily available online) FOR THE EQUIPMENT.
  - b. LESSEE is responsible for proper Use and Care which includes, but is not limited to: managing fluid levels; security; and not permitting operators that are inexperienced or unfamiliar with the equipment to operate the equipment.
  - c. The charge for the Damage Waiver is a percentage of the total rental fee and appears as a separate line item on the Rental documentation.
  - d. If the Damage Waiver is not listed on the contract, then the Damage Waiver has been either expressly or previously declined on all rented items. Without the Damage Waiver the LESSEE is personally responsible for all applicable charges associated with damages—including loss-time.
  - e. Damage Waiver is NOT insurance.
  - f. Damage Waiver is not allowed to be utilized on Vehicles.
- (8) THERE ARE NO WARRANTIES OR MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
- (9) **Vehicle Rentals:**
  - a. Vehicle are Leased, NOT Rented. Therefore all associated maintenance (including winterization), costs associated with wearable parts, liability associated with operation and security, etc... are the sole responsibility of the LESSOR.
  - b. The Damage Waiver is NOT ALLOWED on vehicle rental/leases. The LESSEE must provide America Rents with Commercial Certificate of Insurance that lists America Rents as ADDITIONALLY INSURED. Minimum coverage for Automotive Liability and General Liability is \$1,000,000 for each.
  - c. The Certificate of Insurance (COI) must be in the hands of an LESSOR representative PRIOR to assuming ownership of the equipment.
  - d. The LESSEE of vehicles which require a CLD (with necessary endorsements) must provide a copy of the operator's drivers license and agrees to adhere to all State, Federal, and other applicable laws and guidelines.

## USED PRODUCT SALES CONTRACT - TERMS AND CONDITIONS

LESSOR hereby sells as used product(s) to purchaser, identified by his/her signature on the on the front side of this contract subject to all terms and conditions.

### "AS-IS" SALE - WARRANTY DISCLAIMER

The buyer hereby acknowledges that the product(s) described in the reverse side hereof which is the subject of this sale is a "used product" and is being sold as "AS-IS" and "WITH ALL FAULTS" basis. The LESSOR, as the seller, makes NO expressed warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and the does NOT make any implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE or any other warranties unless the has so provided in writing and the writing is signed by an authorized representative of the .

The buyer further understands that the entire risk as to the quality and performance of the product(s) purchased is with the buyer and that should the goods prove defective following this purchase, the buyer and the will assume the entire cost of all necessary servicing or repairs. Furthermore, the buyer agrees to defend, indemnify, and hold the harmless from all claims of liabilities, whether such claims or liabilities concern loss of property (real or personal) or injury to person, at all times following the execution of this contract. The buyer agrees to pay all court costs and reasonable attorney fees and any other expenses as part of its obligation to defend, indemnify, and hold harmless the from all liabilities, claims, losses, and damages which may be asserted against the by any persons, partnerships, corporations, or other entities under this contract or concerning the product(s) sold.

I, the Buyer, hereby acknowledge that I have read all the above terms and that I understand that it is an "AS-IS" sale of used goods: