



Sales · Service · Rentals

PADGET MACHINERY
108 Cambells Creek Rd. Mendenhall, Ms 39114
EQUIPMENT RENTAL AGREEMENT

PLEASE SEE SECTION 9, 10, 11 AND 12 FOR ADDITIONAL CHARGES IF EQUIPMENT IS DAMAGED, NOT CLEAN, OR NOT FULL OF FUEL (IF APPLICABLE) UPON RETURN.

Initial One:

EQUIPMENT PROTECTION PLAN (EPP) : ACCEPTS DECLINES . IF DECLINED, INSURANCE CERTIFICATE MUST BE FURNISHED AT TIME OF RENTAL.

1. Equipment Protection Plan (EPP): (14% of gross rental charges will be charged absent proof of insurance) -see paragraph 22 of Terms on Rental Agreement.
2. Equipment Protection Plan (EPP) is NOT INSURANCE and does not cover upset, overturned, tire or overhead damage or accessory items, regardless of fault.
3. Customer must call to release any equipment that is delivered by RENT ME ! LLC and is responsible for equipment until it is picked up by RENT ME ! LLC or released upon return.
4. Customer is fully responsible for items rented subject to terms and conditions on Rental Agreement.
5. Customer is responsible for daily maintenance, keys, tire damage, damages other than normal wear and tear, returning equipment with full fuel.
6. There will be no adjustments due to non-productive time, weather conditions or any other conditions.
7. Lost key is \$10. Refueling charge is \$7.95/ gal. Cleaning fee is \$200.

I have had the opportunity to read the terms and conditions of this agreement. I have received a copy of this agreement and agree to the terms and conditions on all pages. I am authorized to sign this agreement on behalf of the above customer.

THE EQUIPMENT PROTECTION PLAN IS NOT INSURANCE AND DOES NOT COVER ABUSIVE DAMAGE TO THE EQUIPMENT. REFER TO PARAGRAPH 22 OF RENTAL CONTRACT FOR TERMS AND CONDITIONS

Rental Contract- Terms and Conditions

RENT ME! LLC (hereafter referred to as Lessor) hereby rents to the Renter, identified by his/her name and signature on this Contract, the personal property described on the reverse page of this contract, subject to all terms and conditions on each page of this contract, and the Renter, in considerations thereof, acknowledges and agrees as follows:

1. That the Renter certifies and acknowledges that he/she has, at this date and at the time specified, received from Lessor the personal property identified in this contract.
2. That this personal property is to be used by the Renter at the designated address for the stated period and solely for the purposes for which said equipment was manufactured and intended.
3. This equipment will not be removed from the designated address without the consent of Lessor except to return it to Lessor.
4. Renter has personally inspected the personal property and found it to be in good working and unbroken condition when received.
5. That there are no warranties of merchantability or fitness, or any other warranties either expressed or implied, other than as expressly set forth in this contract. Renter shall inspect equipment and immediately contact Lessor if not safe and suitable.
6. The Renter will immediately discontinue use of the personal property should it at any time, while in Renter's possession, become unsafe or in a state of disrepair, and that Renter will immediately notify Lessor that the equipment is unsafe or in disrepair.
7. That Renter, if the personal property is lost, stolen or damaged, will pay Lessor the cost of replacement or repair of the personal property lost, stolen or damaged.
8. That Renter, on the date and time "Due" will immediately return the rented personal property, with all attachments, accessories, and parts thereof either to the employee designated to pick up the personal property or to the address of Lessor, as listed on the reverse page hereof, in the same condition the personal property was received, ordinary wear and depreciation excepted.
9. **That Renter agrees to pay for damages that incurred to the equipment while in Renter's possession and/or through the duration of Rental Contract.**
10. **That Renter agrees to return any equipment that uses fuel with a full tank of fuel or pay \$7.95 per gallon for Lessor to replace fuel used during rental time.**
11. **That Renter agrees to return any equipment in clean condition or pay a cleaning fee of \$200.00 to Lessor to have the equipment cleaned.**
12. **That additional costs incurred, due to equipment returned not full of fuel, not in clean condition, and/or damaged, are subject to a late fee of 25% of additional cost if not paid within 10 working days. If any additional costs are not paid within 15 days of return further action will be taken to collect payment at Renter's expense.**
13. Liability of Renter. Liability for injury, disability, and death of workmen and other persons caused by the operation, handling or transportation of the equipment during the Rental Period, is hereby assumed by the Renter, and The Renter shall defend, indemnify, and hold harmless Lessor against all loss, expense and penalty arising from any action on account of damage to the property occasioned by the operation, handling or transportation of any equipment during the Rental Period.
14. If the Renter desires to extend this contract beyond the original date and time agreed upon, Renter will immediately notify Lessor and obtain approval and terms for extension.

15. Lessor at its own discretions may report as stolen all personal property not returned within five (5) days of the date listed as "Due Back" on invoice page of this contract, or if conditions and circumstances indicate theft before that time.
16. That Renter will pay collection fees, court costs, attorney's fees, or any other expense required to enforce the terms and conditions of this contract.
17. That In the event this account is referred to a collection agency, the Renter agrees to pay any collection fees incurred by the Lessor (RENT ME! LLC) in addition to but not limited to any attorneys' fees or costs of collections.
18. No equipment shall be returned to Lessor after hours. Renter shall bear full responsibility for any theft or damage which occur under these circumstances.
19. Lessor is not responsible for the Renter's vehicle while helping load or unload equipment or supplies.
20. If the Renter makes payment in the form of a credit card, Renter authorizes further charges to be placed against the same card in the case of a continuing contract or to pay for damages, cleaning fee and/or fuel not charged at contract opening.
21. Lessor owns the equipment, and title in and to all of it will always remain the property of Lessor. Renter is entitled only to use and possess the equipment for the rental period, subject to the terms of the Contract. If the Renter retains any of the equipment beyond the agreed term without the express written consent of Lessor, Renter will be deemed to have materially breached this Contract.
22. **Equipment Protection Plan (EPP). An EPP charge of 14% of gross rental amount will be included in all rentals unless a current and valid certificate of insurance naming Lessor as additional insured is provided at time of rental. In consideration of this additional charge, Lessor will waive all rights of claim against Renter for the perils of fire, flood, theft, vandalism, and accidental damage to the equipment more than \$2500 or 10% of replacement value of equipment, whichever is less, while it is in Renter's care and control. The equipment protection plan is NOT insurance and does NOT protect the Renter from liability to others arising out of the possession, use or operation of the equipment. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, RENTER WILL BE RESPONSIBLE FOR ALL RESULTING LOSS OR DAMAGE TO THE EQUIPMENT AND THE EXPENSE OF LESSOR, IF THE LOSS OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE RENTER, WHICH INCLUDES, BUT IS NOT LIMITED TO THE USE OR OPERATION OF THE EQUIPMENT IN A RECKLESS OR ABUSIVE MANNER OR INTENTIONAL DAMAGE TO THE EQUIPMENT BY THE RENTER, OR UNDER ANY OTHER OF THE FOLLOWING CIRCUMSTANCES: (1) striking overhead objects with the Equipment, (2) all loss and damage associated with vandalism, malicious mischief, theft or conversion of the Equipment not documented by Renter's prompt filing with the applicable public authorities (with immediate written copy to Lessor of a formal written theft, vandalism, or conversion report), (3) all loss of or damage to the Equipment resulting from any exposure to radioactive, contaminated or any other hazardous materials, (4) boom damage from the overloading of a boom or from collision when a boom is in motion, (5) all loss or damage associated with the Equipment's rollover or upset, (6) use or operation of the Equipment by other than an Authorized Operator, as defined herein, (7) use or operation of the Equipment in violation of any law or ordinance, (8) the failure of the Renter to perform the basic maintenance required under this Agreement, (9) Renter's failure to secure the Equipment by leaving the keys readily available to any unauthorized operator or by not reasonably restricting access to the Equipment. And (10) Customer's failure to properly refill fuel, DEF, oil, or any other fluid which results in damage due to contamination. Diesel Exhaust Fluid (DEF) should be poured into the proper tank and any damage resulting from DEF being poured into an improper tank or compartment is considered customer damage.**
23. The equipment is provided "as-is" and "with all faults." Lessor makes no warranty, express or implied nor do we make any warranty against interference, infringement, that the equipment is fit for Renter's intended use, application, or environment, or that it is free from defects. No warranties shall be deemed to exist with respect to the equipment, except as expressly set forth in the contract. Accordingly, Renter hereby waives all implied warranties. Lessor will not be responsible to Renter or to any third party for any liabilities, claims, injuries, losses, costs, or damages arising from or associated with the use or any failure of, or any unknown defect in or with respect to, any of the equipment. Renter's sole remedy for any failure of or defect in or with respect to any of the equipment is termination of the accrual of rental charges at the time of failure.
24. Renter acknowledges that the possession, use, transportation and/or storage of the equipment may give rise to the risk of personal injury and/or property damage. Renter voluntarily assumes all such risks and releases and discharges Lessor, its employees, agents and owners and the equipment from any and all liens, liabilities and claims arising in connection with the same, including without limitation, any and all claims arising from or in connection with our negligence.
25. If any equipment is not returned to Lessor upon Renter's default, the expiration or termination of the Term, or if in the view of Lessor, it shall become necessary for Lessor to retake the equipment to protect it from loss or damage, Lessor shall be

entitled, at its option, to immediately and WITHOUT NOTICE, retake possession and control of, immobilize and/or render inoperable, any or all such equipment without interference from you and WITHOUT PROCESS OF LAW. In the event Lessor elects to do so, you agree (a) to provide immediate access to each premises where the equipment or any portion thereof may be located: (b) to gather and make the equipment available for retrieval by Lessor (c) to render such other assistance as Lessor may deem necessary, and (d) that neither Lessor nor its employees, agents or owners will be liable for property damage, trespass, forcible entry, unlawful detainer or other similar transgression. Renter hereby irrevocably appoints Lessor as Renter's attorney-in-fact, which appointment is coupled with an interest, for the purpose of taking such actions and executing such documents as Lessor may deem appropriate, in order to affect the foregoing remedies (or any of them). Renter, for himself and for his heirs, administrators, representatives, employees, agents, successors and assigns, hereby waives, and agrees to indemnify, defend and hold harmless the rental company, its owners, shareholders, members, managers, officers, directors, employees and agents from and against, any and all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorney's fees, freight, storage, labor, packing and shipping) arising from or associated with such retaking.

26. Renter agrees to operate the equipment no more than 12 operating hours a day for the term of the lease. Additional hours will be billed at the pro-rata hourly rate.

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