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Rental Contract, Terms and Conditions on Back

If equipment does not function properly, notify Lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, please notify Lessor if you need to cancel or reschedule. This will help us be sure everybody gets the best service possible. HOUR METERED ITEMS ALLOWABLE RUN TIME: 24hrs - 8hrs, 2 Day Weekend - 10hrs, 3 Day Weekend - 16hrs, 1 Week - 40hrs, 4 Weeks - 160hrs. I understand that equipment rental charges are primarily based on time out. An extra charge will incur in the event of overages in either agreed return time or exceeding allowable run times. Please return item full of fuel or we can fill it for \$6 per gallon as a convenience to you. A cleaning charge of \$50 minimum or \$50 an hour will be made on items returned dirty. I agree to all terms on both sides of this contract, which constitutes the entire agreement. I certify that I have read and agree to all terms of this contract which constitutes the entire agreement, there being no oral or other representations and acknowledge receipt of a copy. I certify that I am of legal age if I am the Lessee or that I am authorized to act for this Lessee. Failure to return rented property according to this contract or use other than specified by this contract shall constitute unlawful conversion of this property. If paying with a credit/debit card, I agree to pay the total amount due along with fuel or overtime charges as specified in this contract and according to the card issuer agreement. A 10% damage waiver is included unless customer provides certificate of insurance. Damage waiver covers loss due to fire, windstorm, upset and riot, subject to terms and conditions of rental contract.

Customer Print_____

Customer Signature_____

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Rental Policy

I-69 EQUIPMENT AND TRAILER RENTALS RENTAL CONTRACT TERMS AND CONDITIONS

This Rental Agreement ("Agreement") is made between the Lessor (the rental company) and the Lessee (the individual or entity renting the equipment), subject to the following terms and conditions:

1. **INSPECTION OF EQUIPMENT:** The Lessee acknowledges that they have personally inspected the equipment, found it suitable for their needs, and confirmed it is in good working condition. The Lessee agrees to inspect the equipment before each use and report any defects to the Lessor.
2. **EQUIPMENT MALFUNCTION:** Should the equipment become unsafe or defective, the Lessee agrees to discontinue use and notify the Lessor immediately. The Lessor will attempt to replace the faulty equipment with similar working equipment, if available. The Lessor is not liable for delays or any incidental damages that may result from equipment failure.
3. **NO WARRANTIES:** The Lessor makes no warranties, express or implied, regarding the equipment, including its particular use, nor that the equipment is free from defects. All risks related to the use of the equipment remain solely with the Lessee.
4. **LIABILITY AND INDEMNIFICATION:** The Lessee assumes all risks related to the use of the equipment. The Lessee agrees to indemnify and hold harmless the Lessor from any claims, including those by third parties, for personal injuries, property damage, or losses arising from the use, maintenance, or return of the equipment. This includes any legal fees incurred in defending such claims.
5. **PROHIBITED USES:** The following uses of the equipment are prohibited and constitute a breach of this Agreement:
 - a) Illegal activities or use in violation of any law.
 - b) Improper or unintended use, including misuse or abuse.
 - c) Use by any person other than the Lessee, without prior written permission from the Lessor.
 - d) Use at a location other than agreed-upon rental address, except for trailers.
6. **ASSIGNMENTS, SUBLEASES, AND LOANS:** The Lessor may assign its rights under this Agreement without the Lessee's consent but remains bound by the Agreement's obligations. The Lessee may not loan or sublease the equipment without written permission from the Lessor.
7. **RETURN OF EQUIPMENT:** The Lessee's right to use the equipment ends at the expiration of the rental period. Failure to return the equipment promptly is a material breach of this Agreement. The equipment must be returned in the same condition, subject to normal wear and tear. The Lessee is liable for any damage incurred due to late returns.
8. **DAMAGED OR LOST EQUIPMENT:** The Lessee is responsible for any loss or damage to the equipment while it is in their possession. Equipment damaged beyond repair will be charged at its replacement cost.
9. **DAMAGE WAIVER:** The Lessor charges a 10% damage waiver fee on all rentals, covering up to \$300 of repair costs for damage to the equipment while in the Lessee's possession. This waiver does not cover negligence or misuse. The Lessee may decline this waiver by providing proof of insurance covering the equipment.
10. **THEFT OF EQUIPMENT:** The Lessee agrees to pay for the equipment at its replacement value if lost or stolen while in their possession. The damage waiver does not cover theft.
11. **PAYMENT OF FEES:** The Lessee agrees to pay all rental fees, service charges, and any late fees. All overdue accounts may incur service charges, and the Lessee will be responsible for any collection or legal fees the Lessor incurs.
12. **REPOSSESSION:** If the Lessee fails to pay or breaches this Agreement, the Lessor may terminate the Agreement and repossess the equipment without notice. The Lessee waives any claims arising from such repossession.
13. **NO REPRESENTATION OF MANUFACTURE:** The Lessee acknowledges that the Lessor is not the manufacture of the equipment and assumes no liability for any defects in the equipment itself.
14. **LOADING AND UNLOADING EQUIPMENT:** If the Lessor assists in loading or unloading the equipment, the Lessee assumes all risks for any damage or injury that may result.
15. **TRAILER HITCH INSPECTION:** The Lessee agrees to inspect trailer hitches and safety chains before each use and maintain them in a secure condition. The Lessee assumes all liability and responsibility of rated towing capacity for all rented equipment including but not limited to overloading, brake functionality, tail light functionality and condition of the towing vehicle being used. While tie-down equipment may be offered by I-69 Equipment and Trailer Rentals, it is the Lessee's responsibility to insure that all loads are secured properly and to DOT standards. The Lessee will be held solely responsible in the event of any traffic violations and/or accidents or incidents resulting from an improperly secured load. Once the rented equipment leaves the premises of I-69 Equipment and Trailer Rentals, the Lessee will be held responsible and accountable for any and all damages, accidents and incidents.
16. **ACCIDENT NOTIFICATION:** In the event of an accident involving the equipment, the Lessee must notify the Lessor immediately and pay for all damages, accidents and incidents.
17. **LIABILITY FOR OVERDUE ACCOUNTS:** All accounts are due at the end of the rental period. A service charge may be applied to overdue accounts, and the Lessor reserves the right to pursue collection for unpaid balances.

Aerial Lifts

18. I-69 Equipment and Trailer Rental offered the Lessee the purchase of a brand-new fall protection harness and the customer accepted/declined _____ initial
19. Customer agrees to provide their own fall-protection harness _____ initial