



EQUIPMENT RENTAL AGREEMENT

Account Number _____
Date _____

Customer ("Lessee"): Name(s), Street Address, City, State, Zip Code County/Parish _____ Social Security No. _____ Or Taxpayer ID No. _____	<input type="checkbox"/> Individual/Sole Proprietorship If So, State of Principal _____ Residence _____ <input type="checkbox"/> General Partnership If So, State of Chief _____ Executive Officer _____ <input type="checkbox"/> Corporation/LLC/LP If So, State in Which Formed _____ Organization ID No. _____	Dealer ("Lessor"): (Dealer's Legal Name and Address)
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Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor the following described equipment (the "Equipment") upon the terms and Conditions hereinafter set forth:

EQUIPMENT							RENTAL TERMS		
N/U	MAKE AND TYPE	MODEL	SERIAL NO.	NORMAL USAGE	HR. METER READING	RETAIL VALUE	RENTAL RATE	RENTAL TERM	RENTAL PRICE
				____ HRS PER ____					
				____ HRS PER ____					
				____ HRS PER ____					
RENTAL PROTECTION: RMT EQUIPMENT AGREES TO WAIVE CERTAIN DAMAGES AGAINST LESSEE THAT ARE PROVIDED FOR IN THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN CONSIDERATION OF THE LESSEE PAYING THE FOLLOWING FEE: 12.00% OF GROSS RENTAL CHARGES.							RENTAL PROTECTION		
LOCATION EQUIPMENT WILL BE USED:			SPECIFIC APPLICATION:			TOTAL			

The Rental Term of this Agreement for each item of Equipment shall commence _____, _____ and the Equipment must be returned by, and the rental term shall end on _____, _____. The initial rental payment is due on the date of this Agreement; provided, however, if periodic rental is payable pursuant to this Agreement, then subsequent payments shall be due on the _____ day of each week/month, payable in advance, commencing _____, _____. The Excess Hours Charge stated above, if applicable, is payable upon the expiration or earlier termination of this Agreement.

TERMS AND CONDITIONS

- Lessee Acknowledgment.** THE LESSEE ACKNOWLEDGES THAT THEY HAVE THE DUTY TO INSPECT THE VEHICLE OR EQUIPMENT PRIOR TO USE and notify the Lessor of any defects found. Lessee hereby acknowledges delivery and acceptance in good order of each item of Equipment listed above. Fuel tanks are full when received by the Lessee, who is responsible for the refill upon return.
- Rental.** During the Rental Term, Lessee shall pay to Lessor the Total Rental Payments, plus tax, specified above, together with a delinquency charge on each Periodic Rental Installment in default for ten days or more in an amount equal to 2% of such Periodic Rental Installment or \$5, whichever is greater, not to exceed the maximum amount permitted by applicable law, plus all reasonable expenses incurred by Lessor or RMT Rental in effecting collection hereunder. The initial rental payment shall be payable upon the execution hereof and subsequent periodic rentals shall be payable in advance on the day and at the intervals indicated above during the Rental Term. Upon the expiration or earlier termination of this Agreement, Lessee shall pay to Lessor additional rental for each hour of use of any item of the Equipment in excess of its normal usage, as specified above, at the rate of one-eighth of the daily rate. Excess hours with respect to any such item shall be the number of hours, if any, by which the actual hours of use thereof by Lessee during the Rental Term Exceeds the normal hours of use for such item, as specified above.

- ___ Machine needs to be full of fuel or customer will pay for a full tank @ \$6.50 per gallon
- ___ Machine needs to be returned clean or customer will pay \$100.00 for normal cleaning or \$200.00 for excessive cleaning
- ___ Rental must be returned on time and within hour meter limit or additional charges will be billed to customer
- ___ Customer must have full coverage insurance or buy a damage waiver @ 12% of rental
- ___ \$2,500 deductible for the damage waiver

The Additional Terms and Conditions set forth on page 2 of this Agreement are a part of this Agreement and are incorporated herein by reference.

Lessee/Lessee's Representative Title (if applicable)

Lessor/Lessor's Representative

By: _____ Date: _____

By: _____ Date: _____

Lessee provides the Liability and Physical Damage Insurance described below:

INSURANCE INFORMATION

Name of Insurance Agent _____ Telephone No. _____
Address of Insurance Agent _____
Name of Insurance Company _____ Policy No. _____
Bodily Injury Coverage \$ _____ Per Person \$ _____ Per Accident _____ Property Damage Coverage \$ _____ Per Accident _____
Physical Damage Insurance Deductible _____

ADDITIONAL TERMS AND CONDITIONS

3. **Damage Waiver.** By accepting the rental protection payment, Lessor waives any claim against customer for direct physical damage to the equipment from any external cause, except as follows:
- Any loss or damage due to theft, vandalism, malicious mischief, misuse or abuse
 - Any loss or damage resulting from overload or exceeding the rated capacity of equipment
 - Any loss or damage to motors or other electrical appliances or devices caused by artificial electric current
 - Any loss or damage resulting from lack of lubrication or other normal servicing of equipment
 - Any damage of tires and tubes caused by blowouts, bruises, cuts or other causes inherent in the use of the equipment
 - Any loss or damage caused by infidelity of Lessee, Lessee's employees, or persons to whom the equipment was entrusted
 - Any use of equipment in violation of the law or any terms of this agreement
 - Any loss or damage for accessories such as air hoses, tools, steel electric cords, blades, welding cables, liquid fuel tanks and other similar items are excluded from coverage
- Rental protection is null and void if damage is caused by third party not associates or related to Lessee. In this instance the Lessor reserves the right to collect from the party causing damage. If Lessee has insurance covering such damage, Lessee shall exercise all rights available under said insurance, take all action necessary to process said claim and Lessee shall further agree to assign said claim and any and all proceeds from such insurance to RMT Rental. Upon request of RMT Rental, Lessee shall furnish the name of his insurance agent, insurance company and complete information concerning insurance coverage carried. RMT Rental's waiver of claims against Lessee as herein set forth is contingent upon customer submitting to RMT Rental a copy of the police report within 14 days of the date of loss or damage.
4. **Purchase Option.** Provided that Lessee is not in default under this Agreement, Lessee may elect to purchase any item of Equipment for its respective Retail Value specified above at any time during the Rental Term or upon the expiration thereof. Lessee may apply to such Retail Value _____ % of all rentals paid with respect to such item of Equipment under this Agreement. If Lessee elects to purchase such item of Equipment, Lessee shall (i) Execute a purchase order form provided by Lessor and (ii) pay the remainder of such Retail Value in cash or in some other manner agreed to by Lessor and Lessee in a signed writing.
5. **Insurance and Indemnity.** Lessee must insure Lessee, Lessor and RMT Rental against any loss or damage to the Equipment. The type and amount of insurance must be approved by the Lessor or Lessor's assignee. All risk of loss, theft or damage to the Equipment is assumed by the Lessee, until the Equipment is returned to the Lessor. If the Equipment can be repaired for a cost less than its fair market value, Lessee will repair the Equipment at Lessee's sole expense, but damage to the Equipment shall not release Lessee from Lessee's obligations hereunder. If the Equipment cannot be so repaired, or is lost, stolen or destroyed, Lessee will, at its option, either replace the Equipment at Lessee's sole expense with equivalent equipment of equal or greater value, as determined in the sole discretion of the Lessor or Lessor's assignee, or pay Lessor the Value of the Equipment. Lessee shall obtain liability insurance from a carrier acceptable to Lessor or Lessor's assignee in such form and subject to such limits as Lessor or Lessor's assignee may reasonably require protection the interests of Lessor or Lessor's assignee and Lessee against claims for damages or injuries to persons or property caused by the use, condition, holding or operation of the Equipment.
6. **Maintenance.** Lessee will keep the Equipment in good condition, in operation order, and properly serviced, repaired and maintained by RMT Equipment. Lessee will make sure that the manufacturer's warranty remains valid. Lessee will pay all the costs of performing these obligations. The Lessor is not responsible for any incidental or consequential damages whatsoever caused by delays or otherwise. The Lessor shall have the right but not the obligation, to reasonably inspect the rented vehicle or equipment, to enter the premises where it is located for purposes of inspecting it and insuring that proper use is being made thereof.
7. **Termination.** Lessee shall have no right to terminate this Agreement, provided however, that upon the request of Lessee, with the prior written consent of RMT Rental and Lessor, this Agreement may be terminated upon such terms as they mutually determine. If Lessee is in default, Lessor may terminate this Agreement. Lessee shall be in default under this Agreement if any of the following occurs:
- a) Lessee fails to pay when due any of Lessee's obligations, or to perform any other obligation of Lessee in this Agreement or in any renewal or refinancing of this Agreement;
 - b) A Lessee dies, ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency or liquidation proceedings, attempts to assign this Agreement or attempts to remove, sell, transfer, further encumber, part with possession of or sublet any Equipment;
 - c) Any warranty or representation made by Lessee to induce Lessor or Lessor's assignee to extend credit to Lessee, under this Agreement or otherwise, is false in any material respect when made or Lessee fails to perform any covenant under this Agreement;
 - d) Lessee fails to maintain applicable required insurance or fails to comply with the requirements necessary to maintain any such insurance;
 - e) Any other event occurs that causes Lessor or Lessor's assignee, in good faith, to consider that payment or performance of Lessee's obligations is impaired or that the Equipment is at risk; or
 - f) The Equipment is impounded or confiscated by any federal, state or local governmental authority.
- If Lessor terminates this Agreement as a result of Lessee's default, Lessor will have the rights and remedies provided by law and by this Agreement, and Lessee will lose all rights to keep the Equipment. Lessor will have the right to take the Equipment without demand. To take it, Lessor may enter the premises where the Equipment is stored and remove it. Lessor may take any property in the Equipment at the time of repossession and hold it for Lessee. The repossession of the Equipment by Lessor does not release Lessee from its obligations under this Agreement.
8. **Lessee's Covenants.** Lessee shall: (i) keep the equipment in the county of Lessee's address set forth on Page 1 of this Agreement and not remove the Equipment from such address, except temporarily in connection with its ordinary use, unless Lessor or Lessor's assignee consents in advance in writing; (ii) maintain the Equipment in good condition and repair and not permit its value to be impaired; (iii) keep the Equipment and all substitutions, replacements, products, proceeds (such as insurance proceeds) and accessions related thereto ("the Collateral") free of all liens, encumbrances and security interests of persons other than Lessor or Lessor's assignee; (iv) defend the Collateral against all claims and legal proceedings by persons other than Lessor or Lessor's assignee; (v) pay and discharge when due all taxes, fees, levies and other charges upon the Collateral; (vi) pay when due all taxes arising from the purchase of the Equipment under this Agreement, excluding any taxes based upon Lessor's net income; (vii) Use Equipment solely in the conduct of Lessee's business; (viii) ensure Equipment will be used during the term of this Agreement solely as intended by the manufacturer; (ix) not sell, lease or otherwise dispose of the Equipment nor permit the Equipment to become an accession to other goods or a fixture; (x) not permit the Equipment to be used in violation of any law, regulation or policy of insurance. Each individual executing this Agreement represents and warrants that he or she has the requisite power and authority to enter into this Agreement and execute all related documents, to perform its obligations and consummate the transactions contemplated under this Agreement and related documents and that the execution and delivery of this Agreement and all related documents and the consummation of the transactions under this Agreement have been duly authorized by the Lessee.
9. **No Warranty.** The Equipment is leased AS IS except for any applicable manufacturer's express, written warranty. If any manufacturer's express warranty applies to the Equipment, such warranty is restricted to the manufacturer's written, limited warranty provided separately to Lessee. Lessor and manufacturer make no other representation or warranty, express or implied, and specifically exclude the implied warranties of merchantability and fitness for particular purpose. * Neither Lessor nor manufacturer will be liable for incidental or consequential damages resulting from a breach of the express warranty or any implied warranty imposed by law. *
- *Some states do not allow these limitations and exclusions, and they shall not apply to the extent such limitations or exclusions are not allowed by applicable state law.
10. **Waiver of Defenses Against Assignee; Indemnification.** Lessee will not assert against Lessor or Lessor's assignee any claim or defense which Lessee may have against Lessor or the manufacturer of the Equipment. Lessee agrees that its obligation to remit payments will not be subject to, and it will not make any claim against Lessor or Lessor's assignee for breach of any representation, warranty, or condition with respect to the Equipment and that its obligation to pay Lessor or Lessor's assignee all amounts under this Agreement is absolute and unconditional without abatement, reduction, set-off, counterclaim or interruption for any reason whatsoever, notwithstanding any breach or alleged breach of any representation, warranty or condition with respect to the Equipment or any dispute which now or hereafter arises between Lessee and Lessor or any other person. Lessee shall indemnify and hold harmless Lessor or Lessor's assignee and their officers, directors, employees and agents from and against any damage, loss, theft or destruction of the Equipment or any part thereof and from and against any and all loss, damages, injuries, claims, demands, costs and expenses of any kind and nature (including, without limitation, reasonable attorneys' fees and expenses) arising out of or connected with the use, condition (including, without limitation, all defects whether or not discoverable by Lessee, Lessor or Lessor's assignee) or operation of the Equipment or any part thereof. Lessee shall promptly notify Lessor or Lessor's assignee of any loss, damage, theft, destruction, injury, claim, demand, cost or expense related to this Agreement or the Equipment of which Lessee has notice.
11. **Modifications and Waivers.** This Agreement sets forth the entire understanding between Lessor and Lessee. No modification, amendment or extension of this Agreement and no waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties and a waiver of any default hereunder by Lessor shall not constitute a waiver of any other prior or subsequent default. However, lessee authorizes Lessor to insert in this Agreement the serial number and/or model number of any Equipment if this information is unknown when this Agreement is executed or to correct any errors in such numbers or any other patent errors in the description of the Equipment.