

## Rental Policies, Terms and Conditions

The Lessor (DaweCo Rentals LLC dba Ten Acres Rental & Supply), hereby rents to the Lessee (Customer), identified by their signature on this contract with the personal property described, subject to all terms and conditions of contract: The Lessee in consideration thereof, acknowledges and agrees as follows:

My signature on the rental invoice indicates that I authorize cleaning, fuel, overage time, or damage charges to be charged to my credit card. My signature on the rental invoice also indicates that I authorize the full amount of the invoice to be charged to my credit card at the time of rental "Approval" and a Security Deposit of 95% of the full rental amount will be held at the time the rental is "On Rent". This Security Deposit will be released upon rental return, provided all other requirements outlined in the terms and conditions are met.

The unit is clean and full of fuel upon rental start.

**\*\*\*\*Please Return Clean\*\*\*\* Customer is responsible for cleaning the machine and tracks before returning the machine to avoid cleaning charges starting at \$75.00**

**There is a \$9.00 per gallon charge to fill the fuel tank if the machine is not returned full.**

Rental rates are calculated by time out, not by hours used. The daily rental period is 24 hours, Week is 7 days and a month is 28 days. The maximum usage is 8 machine hours per day, 40 hours per week, 160 hours per month. Weekend rates are based on 8 hours per weekend period. The customer will be charged for any additional hours above the allowed amount at a rate of 1/8 the daily rate per additional hour. Weekend rates are based on pickup on Friday between 3:00 PM PST to Close and return on Monday by Open to 8:00 AM PST.

**Customer is responsible for any track or tire repairs or replacement. Tire or track damage is not covered under the damage waiver.**

**Customer is responsible for any broken glass. Broken Glass is not covered under the damage waiver.**

### **Customer Responsibilities:**

1. Furnish a qualified operator and provide operator with necessary training and all safety gear and harnesses.
2. Perform daily maintenance, oil, grease, tire pressures etc.
3. Customer furnishes all fuel and lubricants during rental period.
4. Return the machine with appropriate fuel with full tank. Clean filtered fuel only!
5. Rental starts when the machine is picked up or delivered. Units reserved in advance shall start at the reserved start time.
6. Rental stops when equipment is returned during normal business hours to DaweCo Rentals LLC dba Ten Acres Rental & Supply or if delivered by Ten Acres Rental notified to pick up rental machine.
7. Notify Ten Acres Rental & Supply immediately of machine malfunction or failure.
8. Clean machine before returning or pay cleaning charges. Cleaning charges start at \$150.
9. Pay for any abnormal wear or damage to the machine, tracks or tires due to neglect or abuse. Abnormal wear includes, but not limited to heavy scratches to the paint, dents and tears, Water damage, concrete or chemical/hazardous exposure.

**Termination of Rental Agreement/ Cancelled Orders.** Upon the termination of this Rental Agreement, by Customer, prior to the Completion Date, will result in Customer being responsible for and being billed for all future rental payment up until the rental Completion Date. Cancelled Orders prior to start date and/or delivery date are subject to the Termination of Rental Agreement policy.

### **Insurance:**

Customer is responsible for all property and liability losses.

Customer must have sufficient Insurance for damage to equipment. **Customer is responsible for all losses to equipment.**

### **Liability:**

Customers take full legal responsibility for all personal harm, property, and liability losses which may result from the operation and use of the equipment described above.

Customers take full legal responsibility for all physical damage which may result in the operation and/or use of the equipment described above.

1. **INSPECTION.** The Lessee acknowledges that he has personally inspected the equipment and finds it suitable for his needs and in good condition, that he understands its proper use and agrees to inspect the equipment prior to use and notify the Lessor of any defects.
2. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If equipment becomes unsafe or in disrepair, Lessee agrees to discontinue use and notify Lessor who will replace the equipment with similar equipment in good working order, if available. The Lessor is not responsible for any incidental or consequential damage caused by delays or otherwise.
3. **WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED.** There is no warranty that the equipment is suitable for Lessee's intended use, or that it is free from defects.
4. **HOLD HARMLESS AGREEMENT.** The Lessee agrees to assume the risks of and hold the Lessor harmless for property damage and personal injuries caused by the equipment and/or arising out of the Lessor's negligence. The Lessee shall indemnify and hold the Lessor harmless from any claims of third parties for loss, injury and damage to their persons and property arising out of the Lessee's possession, use, maintenance or return of equipment, including legal cost incurred in defense of such claims.

- 5. PROHIBITED USES.** Use of equipment in the following circumstances is prohibited and constitutes a breach of contract: (a) Use for illegal purposes or in an illegal manner. (b) Improper, unintended use or misuse. (c) Use by anyone other than the Lessee or his employees, without The Lessor's written permission. (d) Use at any location other than the address furnished Lessor without the Lessor's written permission, except trailers.
- 6. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** The Lessor may assign its rights under this contract without Lessee's consent but will remain bound by all obligations herein. The Lessee may not sublease or loan the equipment without Lessor's written permission. Any purported assignment by the Lessee is void.
- 7. TIME OF RETURN.** Lessee's right to possession terminates on expiration of rental period and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.
- 8. RETURN OF EQUIPMENT.** At the termination of this agreement, Lessee shall return all of the Equipment to Lessor's premises during Lessor's regular business hours, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Lessor's regular business hours. If Lessor has agreed to deliver the Equipment to Lessee or to pick up the Equipment from Lessee. Lessee shall be responsible for all losses or damage to the Equipment from time of delivery to Lessee and until picked up by Lessor.
- 9. INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non-personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non-personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Ten Acres Rental & Supply and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Ten Acres Rental to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Ten Acres Rental with certificates of insurance to [info@tenacresrental.com](mailto:info@tenacresrental.com) evidencing the coverages required above prior to any rental and any time upon Ten Acres Rental's request. To the extent Ten Acres Rental Entities carry any insurance, Ten Acres Rental Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.
- 10. DAMAGED OR LOST EQUIPMENT.** The Lessee agrees to pay for any damage or loss of equipment, as an insurer, regardless of cause, except reasonable wear and tear when equipment is out of possession of The Lessor. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost equipment. Equipment damaged beyond repair will be paid for at its Replacement Cost when rented.
- 11. DAMAGE WAIVER.** As an added service, unless declined, we automatically charge a damage waiver fee of 12% of the gross rental charge. In return, lessor waives its right to recover direct costs, set at a maximum of \$1,200, associated with damage of rental equipment. Lessee must still take reasonable precautions to protect the equipment and not intentionally damage the equipment. The "Damage Waiver" is required on all rental equipment. This covers the renter for accidental damage to the rental equipment. This damage waiver fee can be waived if the Lessee provides to Lessor a Certificate of Insurance from their insurer that names DaweCo Rentals LLC dba Ten Acres Rental & Supply as loss payee as well as shows coverage for "Contractors Rented Equipment" up to the replacement value of the unit being rented.

**Damage Waiver Exceptions and Exclusions:** Even with the Damage Waiver, damage or loss caused by burglary, theft, conversion, misuse, intentional abuse or negligent damage or destruction, or similar causes remain your responsibility including without limitation and has a set of Exclusions and exceptions that are set forth below in section 10 a – j :

- a) Use or operation of equipment in a manner inconsistent with the manufacturer's instructions, or contrary to the rental contract.
- b) Loss or damage to accessory equipment such as keys, manuals, welding leads, electric cords, lights, bits, batteries, hoses, tires, tubes, or harnesses, etc
- c) Loss due to inventory shortage, wrongful conversion or any dishonest act by customer or by a person entrusted by customer with the equipment, including customer's employees, sub-contractors or agents.
- d) Loss or damage due to flood, rising waters, fires, storms, earthquakes, or other external factors, Acts of God.
- e) Seizure or destruction of the equipment by order of a government authority.
- f) All loss or damage of equipment caused by theft, vandalism, or malicious mischief.
- g) Tire and Track repair or replacement is the responsibility of the Lessee.
- h) Broken Glass is the Responsibility of Lessee.
- i) Loss due to mysterious disappearances or wrongful conversion by a person entrusted with equipment.
- j) Damage Waiver is null and void if the damage is caused by a third party not associated with or related to the Lessee.

**DAMAGE WAIVER IS NOT INSURANCE** Damage waiver is NOT insurance. Lessee is still responsible for all personal injuries or property damage as set forth in the Rental Contract or operation of the equipment. The Damage Waiver is enforced for the same duration as the rental period. A rental period begins when you pick up the rented equipment and ends when the rented item is returned. Damage Waiver is a NON-REFUNDABLE at the start of the Rental period when equipment is either delivered to Lessee or upon pick-up at Lessor's location.

- 12. THEFT OF EQUIPMENT.** The Lessee agrees to pay for equipment (at its replacement cost when rented) for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.
- 13. COLLECTION COSTS.** The Lessee agrees to pay all reasonable collection, attorneys and court fees and other expenses involved in the collection of the charges or enforcement of Lessor's rights under this contract.
- 14. REPOSSESSION.** Upon failing to pay rent or other breach of this contract the Lessor may terminate this contract for breach, the Lessor may terminate this contract and take possession of and remove equipment from wherever it is, and the Lessor and his agents shall not be liable for any claims for damage on trespass arising out of the removal of the equipment.
- 15. DISCLAIMER OF MANUFACTURE.** The Lessee agrees that the Lessor is neither the manufacturer of the equipment nor the agent of the manufacturer.
- 16. LOADING AND UNLOADING EQUIPMENT.** If Lessor's employees assist in loading or unloading the equipment, the Lessee agrees to assume the risk of, and hold the Lessor harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Lessor and its employees.
- 17. THEFT.** The Lessor of its own discretion may report as stolen all personal property not returned within the date listed in the "Date and Time Due In" section of the contract or if conditions and circumstances indicate theft before that time.

- 18. INSPECTION OF TRAILER HITCH.** The Lessee agrees to inspect the trailer coupling mechanism and safety chain before leaving the Lessor's premises. The Lessee also agrees to inspect the equipment periodically and to maintain the coupling and chain in a safe and secure condition.
- 19. WAIVER OF CLAIMS.** The Lessee waives all claims for personal injury, property damage to the transported equipment, loss of time or inconvenience arising out of the use of a trailer, or any accident or breakdown.
- 20. DAMAGE TO BUMPERS.** The Lessor is not liable for damage to the Lessor's bumper or automobile done by detachable hitches.
- 21. ACCIDENT NOTIFICATION.** The Lessee will immediately notify the Lessor in the event of any accident.
- 22. OVERDUE ACCOUNTS** Accounts are due and payable at the end of the rental period. A service charge may be assessed on all overdue accounts.
- 23. DAMAGE TO PERSONAL PROPERTY** While on site of the Lessors property (yard) the Lessee will hold Lessor harmless from any damage to vehicles or personal property while on site. This includes loading or unloading equipment, parking and while driving on site.