

Important Rental Instructions to Note (Part of Lease Agreement)

HOUR METER

- If equipment is equipped with an hour meter, Contract Charges are based on 4 machine hours in a 4-hour period, 8 machine hours in a 24-hour period, 40 machine hours in a 7-day week, or 160 machine hours in a 28-day month. If unit is rented at the end of the day, it automatically falls into the 24-hour rental. If renter exceeds machine hours during the rented time frame, the charges will be pro-rated per hour in addition to the standard rental amount.

FUEL

- Fuel tanks will come full, it is the CUSTOMER'S responsibility to re-fuel equipment upon return of the rented equipment. Customers WILL be charged **\$8.00/gal.** for every gallon not re-fueled.

CLEANING

- The CUSTOMER is responsible for the cleaning of the equipment after use. The CUSTOMER will be charged \$40/hr. for every hour AmeriRent spends cleaning equipment after rental. Minimum charge is \$40.

DAMAGES

- The CUSTOMER is responsible for any and all damages to equipment during rental. This DOES INCLUDE equipment transport by the Customer. AmeriRent is NOT responsible for damages acquired while the Customer is hauling the equipment.
 - We offer coverage in the form of a Damage Waiver that costs 15% of the entire rental. The Damage Waiver will cover the Customer after a **\$2,500** deductible in damages.

LOADING/HAULING

- For liability purposes, the CUSTOMER must load equipment on their own trailer if they are hauling it. Additionally, the CUSTOMER must also hookup or check any trailer being rented from AmeriRent to be sure it is hooked up correctly as we are NOT responsible for any transport damages.
- AmeriRent may help assist or demo equipment operation but is not responsible or liable for any loading or hauling damages.

PAYMENT

- Payment is due upon pick-up or delivery unless otherwise or already specified for Companies, Business' or Long-Term Customers.
- AmeriRent prefers a credit card on file. ALL cash payments will be subject to a \$100 deposit up front WITH rental payment in full.

AMERIRENT EQUIPMENT LLC LEASE AGREEMENT

1. **AmeriRent Lease Charges.** The person or entity specified below in this agreement hereof ("Lessee") agrees to lease (also referred to as "rent" or "rental") from AmeriRent or AmeriRent Equipment or AmeriRent Equipment LLC ("Lessor"), and Lessor agrees to lease to Lessee the equipment, including all parts of and accessories to such equipment (collectively the "Equipment") listed below in this agreement hereof (the "Lease"). In consideration of this Lease, Lessee shall pay to Lessor all fees, charges, costs, expenses, applicable penalties, rent and/or rental rate(s) set forth in this Lease (collectively, the "Lease Charge"). The initial Lease Charge is billed at the commencement of this Lease and payment is due immediately, unless otherwise agreed in writing by the parties or with approved credit. The standard Lease Charge can be based on a 4-hour period per day, 8-hour machine hours per 24-hour period, 7 day week with 40 machine hours, or 28 days per month with 160 machine hours. If Lessee exceeds machine hours during the rented time frame, the charges will be pro-rated per hour in addition to the standard Lease Charge. All lease charges will be billed according to the rate indicated below in this Lease and will be invoiced separately of the Lease agreement as an invoice. Lessee is responsible for refueling the equipment with the appropriate fuel type the equipment requires. If the equipment is not received with a full tank of fuel, Lessor will charge Lessee **\$8.00** per gallon for diesel or gasoline at the time of pick-up or return.
2. **Inspections.** Lessee acknowledges a duty to inspect the Equipment prior to use and notify AmeriRent of any defects. Lessee has inspected the Equipment and finds it suitable and in good condition and understands its proper use.
3. **Replacement Equipment.** If the Equipment should malfunction, Lessee shall discontinue use and notify AmeriRent immediately of the malfunction. If AmeriRent has a similar item of Equipment in stock, AmeriRent may replace the Equipment. AmeriRent shall not be responsible for any incidental or consequential damages or lost profits suffered by Lessee as a result of malfunctioned Equipment.
4. **Disclaimer of Warranties.** AmeriRent, not being the manufacturer of the Equipment, nor the manufacturer's agent, makes no warranty, either express or implied. Lessee acknowledges that the Equipment is being leased from AmeriRent on an "AS IS" and "WITH ALL THE FAULTS" basis and that all such risks, as between AmeriRent and Lessee are to be borne by Lessee at its sole risk and expense. Lessee acknowledges that (1) AmeriRent has made NO EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (2) AmeriRent HAS NOT MADE ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE regarding the Equipment, and (3) AmeriRent has made no warranties that the Equipment is suited for Lessee's intended use or the Equipment is free from defects, nor has AmeriRent made any other implied or express warranties. Lessee accordingly agrees not to assert claim whatsoever against AmeriRent. There is no warranty which extend beyond face hereof.
5. **Indemnification/Hold Harmless.** Lessee shall assume the risk of all property damage or damages for personal injuries caused by the Equipment or arising out of Lessee's use of the Equipment and shall hold AmeriRent harmless from any property damage(s) for personal injuries caused by or arising out of Lessee's use of the Equipment.
6. **Prohibited Uses.** Use of the Equipment in the following circumstances is prohibited: (a) illegal purpose or in an illegal manner; (b) when Equipment is in bad repair or unsafe condition; (c) improper unintended use or misuse; (d) by anyone other than Lessee/Lessee's employees; (e) at any location other than address given by Lessee to AmeriRent.
7. **Non-Assignment/Subletting/Lending.** Lessee may not sublease, lend, or loan the Equipment to another party without AmeriRent's written permission.
8. **Return of Equipment.** TIME IS OF THE ESSENCE FOR THIS AGREEMENT. Lessee's right to possession of the Equipment terminates upon the expiration of the rental term. Should Lessee retain possession of the Equipment beyond the term of the rental period, Lessee shall be responsible for all of the charges set forth in this Agreement until the Equipment is returned or picked up by AmeriRent. Any extension to the rental term must be agreed to between Lessee and AmeriRent in writing. If the Equipment is not returned or picked up by AmeriRent during the regular business hours, Lessee shall pay for any damages or losses to the Equipment occurring between the time the Equipment is surrendered and the time the AmeriRent determines the Equipment to be returned or picked up. Rental charges set forth in the Agreement for the Equipment shall be prorated for each day the Equipment is kept beyond the rental term through the date the Equipment is returned or picked up.
9. **Return of Equipment Condition.** Lessee shall pay cleaning fee when Equipment is returned in a condition AmeriRent deems unacceptable. Clean fee is **\$40.00/hr minimum**.
10. **Damaged or Lost Equipment.** Lessee shall pay for any damage to or loss of the Equipment, outside of reasonable wear and tear, as an insurer, regardless of the cause of the damage to the Equipment, in addition to any unpaid rent. Equipment damaged beyond repair shall be paid by Lessee at its replacement cost as of the date of this Agreement.
13. **Qualified Operators.** Only Lessee or those individuals who are set forth in this Agreement are authorized to use the Equipment. Lessee will not permit the Equipment to be used by any other person or at any other location other than the location designated on this Agreement without obtaining the written consent of AmeriRent.
14. **Late Payment Fee.** All payments are due as stated on the invoice(s). Late payments will accrue interest at a rate of 1.5% per month (or the highest lawful rate, if less).
15. **Attorney Fees/Collection Fees.** Lessee shall pay all collection costs, attorney fees, costs and other expenses incurred by AmeriRent to enforce AmeriRent's rights under this Agreement to collect all sums required to be paid by Lessee to AmeriRent under this Agreement.
16. **Title and Ownership.** Title to the Equipment and ownership of the Equipment shall at all times remain with AmeriRent.
17. **Use of Equipment.** Lessee agrees that (a) the Equipment shall only be used by persons competent to operate the Equipment; (b) Lessee is responsible to provide competent operators of the Equipment; (c) the Equipment is not operated in a careless or negligent manner; (d) the Equipment is not used in any way that violates terms of this Agreement.
18. **Assumption of Risk.** Lessee acknowledges and accepts the risk inherent with and attendant to the use of the Equipment. Lessee voluntarily assumes the risk of injury, loss, damage, personal injury, or damage to persons and property which may arise from the use of the Equipment.
19. **AmeriRent Not Responsible for Damages to Transport Equipment.** If applicable, Lessee has inspected the trailer coupling and mechanism and safety chain on the trailer which is being used to transport the Equipment before Lessee left the premises of AmeriRent. AmeriRent is not liable for damages to Lessee's vehicle arising out of Lessee's transportation of the Equipment.
20. **Notification of Accident or Damage.** Lessee will promptly notify AmeriRent in event of accident involving Equipment or damage to the Equipment.
21. **AmeriRent Inspection.** AmeriRent shall have the right to enter upon the premises of Lessee, or elsewhere, for the purpose of confirming the existence, condition, and proper maintenance of the Equipment. AmeriRent shall be entitled, without notice to Lessee, to remove Equipment if, in the opinion of AmeriRent, it is being used contrary to any term of this Agreement.
22. **Default.** An Event of Default shall occur if (i) AmeriRent fails to receive when due any installment of Rent, (ii) Lessee fails to perform or observe any representation, warranty, covenant, condition, or agreement to be performed or observed by it hereunder, (iii) Lessee attempts to remove, sell, transfer, encumber, part with possession, or sublet the Equipment or any part thereof. Upon the occurrence of an Event of Default, AmeriRent, at its option, may (i) collect all accrued and unpaid Rent (ii) terminate the Rental Contract and declare all unpaid Rent and other sums due and to become due hereunder immediately due and payable, (iii) proceed by appropriate court action or other proceeding to enforce performance by Lessee, and/or to recover damages for the breach thereof, (iv) demand that Lessee deliver the Equipment forthwith to AmeriRent at Lessee's expense at such place as AmeriRent may designate, (v) without notice, liability, or legal process, enter by itself and/or by its agents onto the Premises or any other premises where the Equipment may be and repossess all or any part of the Equipment. Lessee hereby expressly waives all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession, and/or (vi) proceed to enforce any and all other rights and remedies provided hereby and by applicable law, including, but not limited to, the Uniform Commercial Code as adopted by and for the State of Indiana.
23. **Applicable Law and Consent.** Lessee consents to the jurisdiction of the State of Indiana and agrees to be bound by the laws of the State of Indiana and the Federal law of the United States of America.

DAMAGE WAIVER POLICIES

1. LEASE: AmeriRent or AmeriRent Equipment or AmeriRent Equipment LLC (IN) (“Lessor”) is engaged in the leasing of construction equipment (also referred as renting), including all parts of and accessories to such equipment (“Equipment”), to its customers (“Lessees”). An agreement between the Lessor and Lessee is hence referred to as “Lease”. Per the terms and conditions of each Lease, the Lessee has agreed to pay the Lessor a specified rate(s) and other charges for the use of the Equipment (“Lease Charges”) as stated in the Lease Agreement and on the invoice provided.

2. TERM: Leases commence on the “start date” date on the Lease agreement and shall continue until the Equipment is returned, unless otherwise agreed in writing by Lessor, to the Lessor’s location from which the Lease originated. If the Equipment is returned in an unusable condition, the term continues until Lessor is able to restore the Equipment to a usable-rentable condition.

3. DAMAGE WAIVER: If the Lessee does not have sufficient “all risk” physical damage coverage, Lessee may elect to purchase a Damage Waiver from AmeriRent. If the Equipment is used in compliance with this Lease and if Lessor offers and Lessee accepts a Damage Waiver (“DW”), which is **NOT INSURANCE**, at the beginning of the Lease, and pays all Lease Charges and additional charges for the DW when due, the Lessee shall not be required to reimburse Lessor for loss of or damage to the Equipment, except for the first \$2,500 of loss or damage to any single item of Equipment from any cause. **NOTWITHSTANDING THE FOREGOING, LESSEE SHALL REMAIN FULLY LIABLE FOR ALL LOSS OF AND DAMAGE TO EQUIPMENT RESULTING FROM:**

- A) Mysterious disappearance
- B) Neglect, misuse, wrong application, or abuse of the Equipment
- C) Sinking of the Equipment into mud or water
- D) Submersion of the Equipment in mud or water above the tracks (in the case of track machines) or above the tires (in the case of tire machines)
- E) Use of the Equipment in demolition activities
- F) Tire damage
- G) All loss and damage associated with vandalism, malicious mischief, theft or conversion of the Equipment, not documented by Lessee’s prompt filing with the applicable public authorities (with an immediate written copy forwarded to Lessor) of a formal written theft, vandalism or conversion report
- H) All loss of or damage to the Equipment resulting from any exposure to radioactive, contaminated or other hazardous materials
- I) Boom damage from overloading of a boom or from a collision when a boom is in motion
- J) All loss of or damage to the Equipment associated with the Equipment’s rollover or upset
- K) Use or operation of the Equipment by a person other than an Authorized Operator as defined herein
- L) Use or operation of the Equipment in violation of any law or ordinance
- M) The failure of Lessee to perform the basic maintenance required under the terms of this Lease
- N) Any other failure of Lessee to comply with the terms and conditions of this Lease.

The DW, if elected by Lessee, does not apply in any way to damage to person or property other than the Equipment damage specifically set forth in the lease agreement. If Lessee elects to take the DW and Lessor consents to such election, Lessee shall pay Lessor an additional Lease Charge as solely determined by the Lessor indicated in section 4 of this form. Lessee acknowledges the DW does not provide liability insurance. **LESSEE IS RESPONSIBLE FOR PROVIDING ITS OWN COMPREHENSIVE GENERAL LIABILITY COVERAGE.**

4. COST OF DAMAGE WAIVER: The total cost of the damage waiver equals 15% of the daily, weekly, or monthly lease equipment charges and is separated and indicated as “Damage Waiver Charge” on your invoice if selected.

AERIAL EQUIPMENT ONLY - SAFETY EQUIPMENT WAIVER

SAFETY EQUIPMENT: If the Lessee does **NOT** have sufficient safety gear the opportunity will be allotted for the Lessee to purchase safety gear from AmeriRent Equipment at time of rental, which will be charged as a line item(s) on the invoice. If the Lessee declines to purchase safety gear and no line item(s) exist for the purchase of safety gear (i.e. harness, ropes, railings, etc.), they must read and agree that they are fully aware of all liability and risks and that they are fully responsible for accidents and injuries while operating equipment.

PLEASE NOTE THAT WE HIGHLY RECOMMEND THAT SAFETY GEAR BE USED DURING USE OF ANY AERIAL EQUIPMENT.

RELEASE OF LIABILITY WAIVER

Notice: By signing the contract attached, you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims: Assumption of the Risk; Indemnification Agreement

In consideration of leasing and/or purchasing aerial equipment and its parts from AmeriRent Equipment, the Lessee, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) TO WAIVE ALL CLAIMS that they have or may have against AmeriRent Equipment arising out of the Lessee's use of any equipment rented and/or purchased from AmeriRent, including while receiving instruction and/or training, if provided.

- 2) TO ASSUME ALL RISKS of operating and using the equipment noted on the lease agreement, even those caused by negligent acts or conduct of AmeriRent, its owners, affiliates, operators, employees, agents, and or officers. The Lessee understand that there are inherent risks of using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and/or death.

- 3) TO RELEASE AmeriRent, its owners, affiliates, operators, employees, agents and officers from all liability for any loss, damage, injury, death or expense that the Lessee may suffer, arising out of his/her use of the equipment, including while receiving instruction and/or training. The Lessee specifically understands that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of AmeriRent, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and

- 4) TO INDEMNIFY AmeriRent, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Lessee may suffer, arising out of the use of the equipment, including while receiving instruction and/or training.