



## Rental agreement

**Notes**LIFT 365, LLC. RENTAL AGREEMENT TERMS AND CONDITIONS THIS AGREEMENT CONTAINS PROVISIONS RELATING TO INDEMNIFICATION, LIABILITY RELEASE, LIMITATION OF REMEDY, ALLOCATION OF RISK AND INSURANCE The following constitute the rental terms agreed to between Lift 365, LLC. Hereinafter Referred to as "LIFT 365" or Lessor, and Lessee: 1) PHYSICAL DAMAGE WAIVER • Lessee is responsible for the full value of any loss of or damage to the Equipment, regardless of fault, including any lost rental income to Lessor .While Lessor repairs the Equipment. Lessee may decline Physical Damage Waiver only if a Certificate of Insurance acceptable to Lessor (see below) is provided prior to delivery of the Equipment. Physical Damage Waiver Is not Insurance. Lessee's own insurance may cover all or pad of loss or damage to Equipment rented. If Lessee is charged Physical Damage Waiver, Lessee will not be responsible for loss or damage to the Equipment, subject to a deductible of \$2,500 per Incident, from any cause except: 1) overloading, exceeding rated capacity, misuse, abuse, or improper servicing of the equipment; (2) Damage to tires and tubes from blow out, bruises, cuts, flats, or other causes; (3) Use of Equipment in violation of the applicable manufacturer's instruction manual; (4) Mysterious disappearance or wrongful conversion by a

person entrusted with the Equipment; (5) Over spray of concrete, paint, or any other material; (6) Damage to crane wire rope; (7) Damage to glass; (8) Any loss or damage to the Equipment resulting from Lessee's breach of any provision of this agreement; (9) Theft. It is the responsibility of the Lessee to provide acceptable proof of insurance coverage for machines rented from Lift 365 prior to delivery of the equipment. In the event acceptable proof is not provided, Lessee may be charged a Physical Damage Waiver. Lessee is not entitled to any refund or credit of Physical Damage Waiver charges invoiced or paid. • OR INSURANCE — Lessee may choose prior to delivery of the equipment to provide and maintain during the life of the rental agreement both General Liability and Physical Damage Insurance. Commercial General Liability / Commercial Automobile Liability (including owned, hired and nonowned automobiles) must name Lessor as add: Condi insured til waiver of subrogation status. The minimum limit of liability shall be 1,000,000 per occurrence. Physical Damage insurance on all rented equipment must name Lessor as loss payee. This shall be on an "all-risk" form insuring against the perils of (but not limited to) fire, extended coverage, theft, vandalism, malicious mischief, collapse, water damage, and such other perils as required by Lessor. The insurance shall provide coverage equal to the full value of the leased equipment with a deductible acceptable to the Lessor. Insurance provided by Lessee shall be evidenced on a Certificate of insurance and shall provide that the issuing companies shall give Lessor thirty (30) days written notice prior any cancellation before the end of lire effective date. All costs of Insurance and required endorsements are the obligation of the Lessee. 2) RENTAL PERIOD, CALCULATION OF RENT AND OTHER CHARGES - The rental period begins when the Equipment leaves Lessor and ends when the Equipment is returned to Lessor in good condition, or is put in good condition by the Lessor. No deduction shall be made for Sundays, holidays, free in transit, or for any period of time the Equipment is not in use. A rental day is 24 hours. Any rental period less than 24 hours shall constitute a full rental day. A rental week is seven calendar days. A rental month is four weeks. Thus there are thirteen rental months in a calendar year. All rental rates are based on 8 hours of Equipment use per 24 hour day, 40 hours per rental week and 160 hours per rental month. If the Equipment is used more hours than allotted per rental period, an overtime rate may apply. Lessee hereby agrees to notify Lessor immediately if Equipment is used more than the allotted hours per rental period(s), and to permit Lessor to inspect job time records upon request. Lessee shall pay all drayage charges. Lessee shall pay all taxes associated with the rental agreement, Including but not limited to sales, use, tax on Damage Repairs paid by the Physical Damage Waiver or Lessee's insurance, all fuel taxes, or any other taxes levied by public authorities. Lessee shall hold Lift 365 llc harmless against any liability and/or expense resulting front Customer's failure to pay taxes and file tax returns. 3) OPERATION KNOWLEDGE. - Lessee warrants that individuals operating the Equipment are fully familiar with the Equipment, that they understand the operating instructions, warning and caution signs, and limitations of the Equipment, and that Lessee shall be solely responsible for informing all potential operators of the Equipment of said instructions, signs, and limitations. Lessee agrees to restrict the use of the Equipment to competent, qualified operators v.ho are employees of Lessee. Lessee agrees to use the Equipment only within its rated capacity, with all safety devices provided fully operational and only for purposes for which it was designed. Lessee shall comply 'with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Equipment. Lessee further acknowledges receipt of the applicable operational manual and has thoroughly studied and understood the same. Lessee hereby authorizes the deletion of any safety equipment by Lessor. 4) EQUIPMENT RETURN & LESSEE DUTY TO MAINTAIN EQUIPMENT -

Lessee is responsible for the Equipment until its return to Lessor, regardless of any 'call-off' date and/or time. Lessee agrees and guarantees to return the Equipment to Lessor's possession in same condition as when received, and if otherwise to pay the expenses of putting the Equipment in such condition, either directly, through Lessee's Insurance, or purchase of Lessor's Physical Damage Waiver. This guarantee is unconditional and may not be excused by theft, act of God, or for any other reason whatsoever. Equipment returned unclean be cleaned by Lessor at Lessee's expense. Lessee agrees to check engine oil, water, tire condition, cooling systems, and fuel daily, and to perform routine preventive maintenance as described in the owner's manual for the Equipment. Lessee is responsible for all tire maintenance, fuel, missing parts, and all damage other than normal wear and tear. Any damage to the Equipment for any reason will be charged to Lessee.

5) REPAIRS - Lessee will notify Lessor immediately of any accidents, failures, or breakdowns concerning the Equipment. All repairs to the Equipment shall be done by Lessor and Lessee expressly agrees only Lessor is authorized to repair, modify, adjust, or service the Equipment during the term of the lease. The cost of all repairs outside of normal wear and tear shall be borne by Lessee, and shall be considered additional rent owed by Lessee. In the event the Equipment is damaged and requires repair, the terms and conditions of this agreement, including the invoicing of rent, shall continue during the period of repair.

6) EQUIPMENT LOCATION, JOBSITE & BOND INFORMATION - The Equipment shall be used only at the address shown on the face of this agreement. The Equipment may not be moved without prior written consent of Lessor. Upon request by Lessor, Lessee shall promptly provide to Lessor information including but not limited to: (a) copy of any contracts governing the projects on which the Equipment is used; (b) copy of any payment and/or performance bond(s) issued on said projects; and (c) name and location of all projects where the Equipment has been used. Lessee agrees to provide ANY other information deemed appropriate by Lessor that on Lessor's sole judgment will allow Lessor to protect its rights under all available state and federal statutes. Failure to provide any such information requested shall be deemed a breach of this agreement.

7) TITLE, OWNER CONTROL OF EQUIPMENT AND OPTION TO BUY - Lessee hereby agrees that title to the Equipment shall remain with the Lessor, and further agrees to execute any financing statements necessary to disclose Lessor's ownership of the Equipment and agrees to subordinate this lease and its interests hereunder to Lessor's lender. In the event the Equipment is levied upon by marshal, sheriff, or constable by reason of execution, garnishment, or attachment, or for any reason, this agreement shall terminate immediately and Lessor may repossess the Equipment. Lessor and its agents shall have free access to the Equipment at any reasonable time for any lawful purpose, including but not limited to, inspection, observation of use, repair, modification or determination of the extent and manner of use. Any option to purchase the Equipment must be in a separate written contract, duly signed by authorized officers of both Lessor and Lessee. Unless such written contract is executed, it is understood that any discussion is speculative, and no agreement exists.

8) ASSIGNMENT/SUBLEASE - Lessee may not assign, sublease, or loan the Equipment, and any such action by Lessee shall be void.

9) HAZARDOUS WASTE - Lessee shall not expose the Equipment to any hazardous material or waste. In the event of exposure, Lessee shall immediately notify Lessor, remove the Equipment from such exposure, and completely clean and decontaminate the Equipment. If the Equipment cannot be completely cleaned and decontaminated, Lessee shall pay Lessor the full value of the Equipment, together with interest thereon from the date of loss until said sum is paid in full.

10) HOLDOVER Any retainage of the Equipment beyond the end date of this agreement shall extend the terms of this agreement except

that during any such holdover period . Lessor may repossess the Equipment and terminate the agreement, With or without default, and without demand or notice. 11) INDEMNIFICATION HOLD HARMLESS — LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS ARISING FROM, RELATING TO OR CONNECTED WITH THE USE, TRANSPORTATION, OPERATION, CONDITION, RENTAL, OR POSSESSION OF EQUIPMENT RENTED FROM LESSOR, FOR ANY EXPOSURE OF THE EQUIPMENT TO HAZARDOUS WASTE OR MATERIAL, FOR ANY LOSS, DAMAGE, OR INJURIES TO PERSONS OR PROPERTY, INCLUDING EMPLOYEES, THIRD PARTIES AND THEIR PROPERTY, AND FROM ANY AND ALL EXPENSES INCURRED IN THE DEFENSE OF SUCH CLAIMS INCLUDING ATTORNEY FEES AND COSTS. IN NO EVENT SHALL LESSOR BE HELD RESPONSIBLE FOR INJURY, DELAYS, OR DAMAGES, CONSEQUENTIAL OR OTHERWISE, RESULTING BY REASON OF THE CONDITION, FAILURE, OR OPERATIONAL DIFFICULTY OF THE EQUIPMENT, DELAYS ON THE PART OF RAILROADS OF TRUCKING COMPANIES IN MAKING DELIVERY, LOSS OR DAMAGE TO THE EQUIPMENT IN TRANSIT OR WHILE IN USE BY LESSEE, FROM STRIKES OR ANY CONTINGENCIES BEYOND THE CONTROL OF THE LESSOR, OR FOR ANY OTHER CAUSE. 12) PERTAINING TO GOODS SOLD — This agreement may relate to goods sold to Lessee in contrast to equipment rented. Such items shall be clearly identified on the face of the agreement. Goods sold by LIFT 365 are products of reputable manufacturers. LIFT 365 shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing constitutes the exclusive remedy of the Buyer and sole obligation of LIFT365. Except as to title THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. All goods returned for credit must be with prior approval and shall be subject to a reasonable restocking charge. 13) TERMS & REMEDIES - Except for extended term contracts, current billings are payable upon receipt of invoice. Lessee agrees to pay the amount due within thirty (30) days of each invoice date. Balances beyond thirty (30) days will be subject to a finance or Interest charge per month at the highest rate allowable by law. Lessee's account will be delinquent when any part of the account is thirty (30) days past due. Lessor reserves the right to apply payments at its discretion. Lessor may at its option and without notice raise or allow charges in excess of any credit limit granted. Lessee understands it is responsible for all charges to the account. Lessee shall be liable for all costs and fees, including attorney and/or collection agency fees and expenses, Incurred in pursuit and for collection of any amounts past due, including interest charges. Lessor shall have any and all remedies provided in this agreement, at law or equity, including but not limited to the right to sue for damages, collection of unpaid rent or other charges, repossession, and consequential damages for Lessee's breach of this agreement. All remedies given Lessor hereunder are cumulative and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy. The termination of this agreement for any reason shall not terminate or cancel Lessor's right to pursue any remedies provided herein or at law or equity against Lessee. Failure to pay any periodic lease payment within 30 days of invoice date shall constitute breach of this agreement, unless written permission of Lessor has been secured in advance. If at any time Lessor, in its sole discretion, determines that the Equipment is being used beyond its capacity, improperly maintained, damaged, or that Lessor's rights to the Equipment are

endangered, or if Lessee defaults on any term or condition set forth in this lease, Lessor may promptly enter the premises, repossess the Equipment, lock up or remove the Equipment from the job site, and immediately terminate this lease without demand or notice to Lessee. Lessee hereby grants Lessor the right to enter the premises where the Equipment is located for the purpose of taking possession of the Equipment. 14) LESSOR RIGHT TO DEMAND RETURN — Equipment Rented is both property and livelihood of Lessor. Upon any breach of contract or suspicion by Lessor that the Equipment or rights to the Equipment may be compromised, Lessee is required in any event to return the equipment to the Lessor within seventy-two hours at any time so requested by Lessor. Failure to return Equipment upon such request shall constitute theft of Equipment by Lessee. 15) AGREEMENT BINDING, ENTIRE AGREEMENT & SEVERABILITY - This agreement shall be binding upon the parties hereto and upon their heirs, successors-in-interest, personal representatives, and assigns (where permission to assign is given by Lessor). This writing constitutes the entire agreement between the parties hereto regarding the subject hereof, and any representation or agreement not contained herein shall be of no force or effect whatsoever. No waiver of or changes in the terms and conditions of this agreement shall be binding upon Lessor unless made in writing signed by an authorized officer. If any word, phrase, clause, sentence, or paragraph of this agreement is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this agreement or any other portion thereof. TIME IS OF THE ESSENCE IN THIS AGREEMENT 16) NOTICE OF NON-WAIVER - The failure by Lessor at any time to insist upon strict performance by Lessee of the terms or conditions of this agreement shall not be construed as a waiver of Lessor's right to demand strict compliance with and performance under all terms and for conditions hereunder. Notice of said demand for strict compliance is hereby waived by Lessee. 17) VENUE PROVISIONS - Lessee agrees that legal jurisdiction of this and all future contracts shall be at TARRANT County Texas.

**Equipment needs to be returned with a full tank of Diesel fuel and DEF. (Diesel Emission Fluid) if applicable 10K, failure to do so will result in a surcharge of \$9.99 per gallon in Diesel fuel, and plus \$40.00 a gallon for the DEF. (Diesel Emission Fluid). If machine is ran out of DEF and put into limp mode Customer will be held accountable 100% of the the cost in labor and parts related to the problem.**

I, \_\_\_\_\_ agree with the terms and condition of this rental agreement.

X \_\_\_\_\_

**LIFT365**

Erika French