

Equipment Rental Agreement - Terms & Conditions

Phone: (678)-346-6860

Email: info@progradeequip.com

www.progradeequip.com

Terms & Conditions:

8 Hours Per Day / 40 Hours Per Week / 160 Hours Per Month

1/8th Daily Rate for Overage Hours on Day or Weekend Rentals and 1/16th the Weekly Rate for Anything Longer.

Unit Must Be Returned Clean and Full of Fuel. Tire / Track Damage are customer Responsibility regardless of if Damage Waiver was purchased. Renter to Notify Pro Grade ASAP if damage is incurred or Maintenance is required. Customer Authorizes Pro Grade to Charge for Any additional Damages, Rental Extensions, Fees to the Credit Card Placed On File.

Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance of storage of the Equipment.

CONDITION OF EQUIPMENT AND REPAIR: Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition with a full tank of fuel.

MAINTENANCE, DAMAGE AND LOSS: Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and Lubricate as needed during the Lease. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.

INSURANCE: Lessee shall be responsible to maintain insurance on the Equipment with losses payable to Lessor against fire, theft, collision, and other such risks as are appropriate and specified by Lessor. By signing this contract I am acknowledging that I have read and agree to all the terms listed above and below:

In Consideration of the hiring of the equipment described, without operator, by the undersigned (hereinafter after referred to as the "Renter") from the company named on the reverse side (Hereinafter referred to as the "Dealer") upon the terms and conditions, and the price herein specified, it is agreed as follows:

1.RENTAL & TERM begins on the date & Time specified as "Start Date" and terminates on the "Return Date". Rental charges commence on delivery of equipment to renter and end upon return of equipment to Dealer's premises. Dealer may terminate the rental at any time and take possession of the equipment.

Renter agrees to pay, on return of equipment to dealers premises, all charges and costs for the use thereof. Renter's right to use the equipment terminates on the due dates set forth above unless extended in writing by dealer.

2.CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER OF DEFECTS. Renter accepts and hires the equipment on an "as is" basis. Renter acknowledges receipt of all the equipment in good working condition and repair and declares that renter fully understands it's proper operation and use. Renter acknowledges and declares that renter has examined the equipment and all hitches, bolts, safety chains, hauling tongues, together with all devices and materials used to connect the equipment to Renter's towing motor vehicle, if any, and renter declares that he has received all of such equipment in a secure and operative condition. Renter is responsible for loading and unloading the goods, the renter agrees to assume the risk of, and hold the dealer harmless for, any property damage or personal injuries, including damage or injuries attributable to the negligence of the dealer or his employees. Renter agrees to return the equipment to Dealers premises upon the return date hereof in good condition as when received by renter. "Ordinary wear and tear" shall mean the normal deterioration of the equipment caused by ordinary and reasonable use on a normal shift. (Eight Hours per day, 7 day per week basis). Renter agrees to pay immediately all charges and cost incurred.

3.EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR. Renter will immediately discontinue use of the personal property should it at any time, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the renter will immediately notify the dealer that the equipment is unsafe or in disrepair and until such time as the dealer has regained possession the renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the rental equipment or product.

4.COMPLIANCE WITH LAWS. Renter acknowledges that dealer has no control over the use of equipment by renter, and renter agrees, at his sole expense, to comply with all municipal, county, state and federal laws, ordinances and regulations, Including OSHA standards. Renter shall not permit any person who is not legally qualified to use the equipment.

5.PERMITTED AREA OF USE OF EQUIPMENT. Without dealers' written consent, renter shall not remove from the country in which it is rented. Renter also agrees to notify dealer if equipment is to be moved from the original delivery location.

6. RENTERS LIABILITY FOR MISUSE OF EQUIPMENT. Renter shall not abuse, harm or misuse the equipment. Renter shall not permit any repairs to be made or lien to be placed upon the equipment without dealers written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of renter's use and hiring of said equipment, Renter agrees to accept all responsibility thereof and shall hold the dealer harmless from any claims or action arising therefrom. Renter shall furnish the dealer with a complete report of any accident involving said equipment , including name and addresses of all persons involved and all witnesses. Unless otherwise specified herein, in case of the loss or destruction of any part of the equipment, or of loss of possession thereof, or inability to

return the same to dealer, on the return date, for any reason whatsoever, Renter shall pay the dealer the actual replacement cost thereof, and in addition thereto Dealer's loss of use of said equipment.

7.DISCLAIMER OF WARRANTIES. Dealer makes no warranties express or implied as to the equipment merchantability or fitness for any particular purpose. Renter's sole remedy for any failure of or defect in the equipment shall be the termination of the rental charges at the time of the failure, provided the equipment is returned to the dealer within 24 hours after such failure. Dealer shall not be responsible for any losses, damage or injury to Renter or Renter's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of equipment.

8.USE OF DEPOSIT, AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY RENTER. Renter acknowledges that the purpose and intent of the deposit paid by renter hereunder is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each of all the terms, covenants and agreements to be performed by renter hereunder. Renter agrees to pay a late payment penalty at the rate of 5% per month on all delinquent accounts.

9.INDEMNIFICATION OF DEALER BY RENTER. Renter expressly indemnifies and hold dealer harmless of , from and against any and all claims, loss, costs, damages, attorney's fees and/or liability in connection with the hiring and use of the equipment regardless of whether a lawsuit is filed in the event a suit is instituted by dealer to recover possession of said equipment, or to enforce any of the terms, conditions or provisions hereof. Renter agrees to pay all costs and attorneys fees of dealer incurred in connection therewith.

10.THEFT WARNING. Failure to return equipment on the return date in certain circumstances will be considered a theft resulting in criminal prosecution.

11.TAXES. Renter agrees to pay any and all taxes , license fees or permit fees arising out of hiring and use of the equipment.

12.TITLE. Title to the equipment is and shall remain in the dealer.

13.CONSTRUCTION. The paragraph headings are used herein are for convenience only and are not to be used in construing the meaning or intent of any of the terms or provisions of this rental contract.

TERMS AND CONDITIONS OF SALE

In Consideration of the purchase of the equipment described, by the undersigned (herein after referred to

as the "Buyer") from the company named on reverse side (Herein after referred to as the "Dealer"), upon the the terms and conditions, and for the price herein specified , it is agreed as follows:

USED PRODUCTS

The Buyer hereby acknowledges that the product(s) being sold are sold on an "as is" and "with all faults" basis. No express or implied warranties are made on the performance or condition of the item. All sales are final and the buyer retains sole discretion on the allowance of any returns.

NEW PRODUCTS

Buyer acknowledges that the ONLY warranties provided with this product(s) are those provided by the manufacturer and that the dealer makes no warranties express or implied.

Pro Grade Equipment performs all service and repair work to the highest standard possible but offers no guarantees or warranties on any services rendered. If you have any questions or concerns about service work please contact us at any time and will do our best to assist or reconcile the situation.

Example of Coverage of the Damage Waiver:

Example of coverage of the damage to Pro Grade Equipment ("Pro Grade") rental equipment from fire, lightning, graffiti, windstorm, hail, earthquake, and flood, provided that you comply with the terms and conditions of the rental agreement.

For the Damage Waiver to cover damage from the above you must (1) take reasonable precautions against such possible damages, (2) notify Prograde of such event within 2 business days of your first knowledge of such event and (3) deliver to Pro Grade a copy of police report documenting any vandalism and or malicious mischief, within 30 days of your first knowledge of such event.

The Damage Waiver is not insurance The Damage Waiver does not protect you from liability to others or Pro Grade arising out of possession, use, operation, or transport of Equipment rented from Pro Grade, nor does it cover loss of or damage to any Equipment contents. You will be charged for the Damage Waiver unless you provide evidence of insurance.

The Damage waiver will be charged on all rentals unless you deliver to Pro Grade a certificate of insurance from an insurance company acceptable to Pro Grade, meeting all of the insurance requirements. If effective insurance is not maintained with Pro Grade, you will be charged the Damage Waiver even if you produce a certificate of insurance at a later date.

Example of Losses and Damage Not covered by the Damage Waiver 1. Use or operation of the Equipment in a manner prohibited by or in breach of the rental agreement. 2. The unauthorized use or negligent or willful act of you, your employee or agents, improper use of the Equipment, overloading or improper load distribution, lack of maintenance or neglect of the Equipment. For example, without limitation, any damage to rental Equipment caused by a collision with a bridge with insufficient clearance.

3. Theft or loss of, or damage to, any Equipment or its contents. 4. Delivery, pickup or movement of Equipment 5. Damage or loss to third parties person or property resulting from any occurrence or accident involving rental unit, whether on-road or off-road. 6. Damage to a unit's components. 7. Tire repair or replacement. 8. Fees for towing or storage. 9. Vandalism or malicious mischief, except graffiti. 10. Damage caused by any third party not expressly covered under the Damage Waiver, not representing Pro Grade or you, except graffiti.

Conditions Damage Waiver shall be void if any information was concealed or misrepresented any material fact or circumstances concerning this insured or the subject thereof; or in case of any fraud or false swearing by the assured touching any matter related to this Damage Waiver or the subject thereof; whether before or after loss. In the event of a covered loss or incident the renter shall be responsible for \$1,000 copay before responsibility for any financial loss or damage can be forgiven.

By Signing, the Renter agrees to all terms & Conditions related to Damage Waiver on this agreement.

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Email: info@progradeequip.com www.progradeequip.com