



## Rental Terms and Conditions

1. Rental rates shall apply for the entire time equipment is away from Lessor's place of business regardless of weather, but not for lost time due to mechanical failure, unless caused by the Lessee or his/her employees. .
  - o 1 day rental - up to 8 hours use on the hour meter.
  - o Weekly rental - up to 40 hours use on the hour meter.
  - o 4 week rental - up to 160 hours use on the hour meter.
  - o Overtime charges will apply as \$50.00 per metered hour (compact equipment) or \$75.00 per hour (large equipment), and will be charged to the lessee.
2. Equipment will be clean, full of fuel and in good working order when it is rented and is to be returned in same condition. It is the lessee's responsibility to verify the condition of the equipment upon receipt. Any equipment returned to us in need of cleaning, fuel, or repairs due to misuse, the lessee will be liable for costs incurred and will be billed accordingly. Cleaning fee is a minimum of \$250.00. Rate of \$100.00 per hour for time spent over 2 hours.
3. Lessee must check and maintain fluid levels daily.
4. Fuel is billed at \$10.00 per gallon. Repair fees will be billed at current shop labor rate - \$90.00 /hour for small engine equipment; \$120.00 /hour for diesel equipment, implements, attachments, and transportation fees.
5. Full rental payment and deposit are due at time of rental. After return of the rental, the deposit will be refunded in full less any fees incurred due to overage fees, refueling, cleaning or repairs.
6. Lessees are responsible for any loss or damage to rented equipment during the term of the equipment rental agreement.
7. It is the Lessee's responsibility to notify us immediately concerning any defects, malfunctions or damage to the equipment. All repairs are to be performed by Mad Moose Equipment, LLC. If damage makes equipment inoperative, the Lessee is NOT exempt from rental charges from the time of report

forwarded on damaged equipment while it is being repaired. Repair fees incurred for damage due to Lessee's continued use of ill functioning equipment will be the Lessee's responsibility.

8. All safety equipment is to be used when operating the equipment and is not to be removed or modified. The operator(s) of the rented machine must be familiar with the safe operation of the equipment. An operation demonstration will be provided upon delivery at the Lessee's request. Should Lessee have any questions or concerns, please contact us immediately.
9. When picking up rental equipment, the Lessee's equipment being used for hauling and/or transporting the rental equipment must meet all DOT Safety Requirements as mandated by S.C. State Law. Tow vehicle must have working trailer lighting. All self transports are up to Lessor's discretion.
10. Lessee agrees that the equipment shall be used solely in the conduct of the Lessee's business and within Lessee's possession and under its control, that said equipment is to be used solely by the Lessee or his employees for the purposes for which it was intended. Equipment will be operated only by competent employees of Lessee and shall not be used beyond its normal capacity.
11. When equipment is not in use, it will be kept in a protected area.
12. The Lessee shall have no right to sublease the said equipment nor remove it from the County and State specified in the contract without the written consent of the Lessor.
13. Title to the equipment shall at all times be vested in the Lessor unless transferred to the Lessee through sale. The Lessee shall give Lessor immediate notice of any levy attempted upon said equipment, or if said equipment from any cause becomes liable to seizure, and to indemnify Lessor against all loss and damage caused by any such action.
14. The Lessee agrees to comply with and conform to all Municipal, State and Federal laws relating to the operation of said equipment and to pay all costs and expenses of every character occasioned by or involving the use or operation of the equipment.
15. Lessee acknowledges that each item of equipment is of a size, design and capacity selected by Lessee and that the same is suitable for Lessee's intended purposes.
16. Disputes arising in connection with this contract and or its subject matter, shall, at the sole option of Mad Moose Equipment be submitted to binding arbitration in accordance with the rules of the American arbitration association before a single arbitrator and in a location selected by Mad Moose Equipment. Judgment on the arbitrators award shall be final and binding on the parties hereto and may be entered in any court of competent jurisdiction. This contract shall be governed by and enforceable under the laws of the state, and proper venue for all civil legal actions commenced in connection therewith which are not made subject to arbitration as provided above shall lie solely in the federal, state, and local courts located in or nearest to the county in which Mad Moose Equipment resides unless waived by Mad Moose Equipment. You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. You hereby waive your right to trial by jury.
17. Lessee agrees to lessor's rights to enter any premises occupied by lessor's equipment at any time to inspect or repossess equipment. Lessee hereby waives any right of action against lessor by reason of taking such action or entry and agrees to reimburse lessor's cost of repossessing if any and will pay for lessor's time and all cost incurred.
18. Lessee agrees to reimburse lessor all attorney fees and an additional 25% or more of all sums up and above due, court cost, lost rental time and expenses incurred by lessor to enforce collection or to preserve or enforce lessors right under this contract.
19. All disputes are agreed to be settled in the state of South Carolina.

In no event shall Lessor be liable for any penalty or for any special, liquidated, indirect or consequential damages, such as but not limited to lost profits or revenues, time lost or any other damage or injury suffered by Lessee or any other person while the equipment is inoperable for any reason and no deductions shall be made from rental payment. The receipt and acceptance by the Lessee of the equipment shall constitute acknowledgment that the equipment is in good, safe and serviceable condition and fit for use.

No alteration or modification of this Lease is valid unless in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

ALL TERMS AND CONDITIONS STATED ABOVE ARE A PART OF THIS CONTRACT. IN WITNESS WHEREOF, the parties hereto have on the day and year first above written hereunto set their hands and seals.

#### SAFETY CERTIFICATION

I have read this Equipment Rental Agreement and certify that the information contained herein is true and correct. I certify that at the time of delivery of the leased equipment, I was instructed in the proper and safe operation of the equipment, safety features and the purposes for which it was designed to be used. I further certify that, at the time of delivery, all applicable safety features of the leased equipment were installed and operational.

#### Transportation Fees

- Minimum 1 day rental for free delivery on Heavy Equipment.
- Heavy equipment delivered FREE up to 15 road miles from the dealership. Beyond 15 miles: \$7.00 per loaded mile from and to the dealership.
- Small engine equipment (walk-behind sweepers and tillers, power brooms, blowers, field mowers, etc.): \$7.00 a loaded mile from and to the dealership.
- Tractor and skid steer attachments and implements: \$7.00 a loaded mile from and to the dealership.

#### **Loss & Damage**

**You are responsible for any loss or damage to rented equipment during the term of the equipment rental agreement including but not limited to full replacement cost.**

#### **LOSS OR DAMAGE CAUSED BY:**

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| • <b><u>MISUSE OR ABUSE</u></b>               | • <b><u>Excessive wear and tear</u></b>         |
| • <b><u>Mysterious disappearance</u></b>      | • <b><u>Improper maintenance</u></b>            |
| • <b><u>Exceeding rated load capacity</u></b> | • <b><u>Ingestion of foreign objects</u></b>    |
| • <b><u>Mechanical breakdown</u></b>          | • <b><u>Lack of experience or knowledge</u></b> |

**Will be determined at the discretion of Mad Moose Equipment**



BY SIGNING THIS LEASE, LESSEE AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE HEREOF. ANY DIFFERENT OR ADDITIONAL TERMS, WHETHER WRITTEN OR OTHERWISE, ARE HEREBY OBJECTED TO AND SHALL HAVE NO LEGAL FORCE OR APPLICABILITY WHATSOEVER.

