



US Rentals LLC
1111 N Graham Street
Stephenville, Texas 76401
254-434-4279

Rental Agreement

Form with fields: Legal Business Name, Customer Name, Street Address, City, State, Zip, Phone Number, Email Address, Ag/Timber Number

Terms and Conditions of Rental Agreement

Each rental of Equipment shall be set forth in a Schedule, which Schedule shall become a part of and incorporated into this Agreement, including equipment type rental term, and rental rate.

The rental rate for Equipment covers normal use only not to exceed the hours and working days per rental specified in each Schedule. Any excess use will be prorated against the appropriate rate and charged to the Applicant.

It is agreed that it shall be Applicant's obligation to notify US Rentals of any mechanical or safety problems with the Equipment as soon as Applicant is aware of a problem.

The Equipment will be delivered to the Applicant in normal operating condition and must be returned to US Rentals in the same condition less normal wear and tear. 'Normal wear and tear' is that which may be expected to result from the use of Equipment under normal conditions.

Rental and usage of US Rentals equipment is based on both possession time and run time of equipment and shall be governed by the following schedule:

- 1 Day Rental: 8 hours machine run time; 24 hour possession time
1 Week Rental: 40 hours machine run time; 1 week possession time
1 Month Rental: 160 hours machine run time; 1 month possession time

Over usage of any US Rentals machine may result in additional charges at the discretion of each Branch Manager or the Area Manager.

No Equipment subject to California Environmental Protection Agency Air Resources Board in-use off-road vehicle regulation may idle for more than 5 consecutive minutes. The idling limit does not apply to: idling when queuing, idling to verify that the Equipment is in safe operating condition, idling for testing, servicing, repairing or diagnostic purposes, idling necessary to accomplish work for which the Equipment was designed, idling required to bring the machine system to operating temperature, as specified by the manufacturer, and idling necessary to ensure same operation of the Equipment.



Initial



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US Rentals is not responsible for any charge that the Applicant may have because of mechanical malfunction of the Equipment, and it shall not in any manner be liable for any back charges or any direct, indirect, special or consequential damages. Applicant will be responsible for Equipment if stolen at any time during rental period. While Equipment is on rent, US Rentals assumes no responsibility for any damages to property or persons. Any damage at all will be the complete responsibility of Applicant.

Applicant hereby assumes and shall bear the entire risk of loss or damage to the Equipment from any and every cause whatsoever from the time the Equipment is picked up by Applicant or Applicant's agent until returned to the US Rentals designated location by Applicant or Applicant's agent. If US Rentals picks up or delivers the Equipment, US Rentals shall assume the risk of loss only on pick up and/or delivery. No loss or damage to the Equipment or any part thereof shall impair any obligation of Applicant under this Rental Agreement, which shall continue in full force and effect. In the event of loss or damage of any kind whatsoever to any item of Equipment, at the option of US Rentals, Applicant shall: (a) Place the same in good repair, condition and working order or replace the Equipment; (b) Pay US Rentals in cash for US Rentals to cause the repairs to be made; or (c) If the Equipment is determined by US Rentals to be lost, stolen, destroyed or damaged beyond repair, to pay US Rentals to replace said Equipment. Once such payment has been made this rental shall terminate with respect to such item of Equipment.

Applicant agrees that US Rentals can charge invoices to a credit card account on file US Rentals. Should Applicant fail to pay any part of the sum or any other sum required by Applicant to be paid to US Rentals within thirty (30) days from date of invoice, all past due amounts shall bear a finance charge at the rate of one percent (1.0%) per month. Applicant agrees to pay attorney's fees and related costs in the event that US Rentals shall incur either of the same in order to pursue collection of any sums due from Applicant to US Rentals or to interpret this Rental Agreement, to defend US Rentals in action or to enforce its rights against any third party. US Rentals, in its sole discretion, may venue the lawsuit in any county where US Rentals has a location or place of business and Applicant agrees to the same. In addition, Applicant shall be in default with the right of U.S. Rentals. to accelerate the all the obligations of Applicant if Applicant attempts to sell or encumber the Equipment, ceases operating, institutes or has instituted against it proceedings under any bankruptcy or insolvency law, makes an assignment for the benefit of creditors or fails to comply with any other provision of the Rental Agreement, or if any attachment, execution, writ of process is levied against the Equipment or any of Applicant's property, or if for any reason US Rentals deems itself insecure or the Equipment unsafe, Applicant agrees to deliver the Equipment to US Rentals on demand, and US Rentals may enter upon any job, building or place where the Equipment is located and take possession of it without notice to Applicant and this Rental Agreement shall thereupon terminate and be forfeited at the option of US Rental. In the event of any such action, Applicant agrees to pay all rental due, damages or any injury to the Equipment, legal expenses, costs of removal of the Equipment from the possession of Applicant and all freight, storage, transportation and other charges incurred in such removal and return to US Rentals at its place of business.

Applicant shall defend, indemnify and hold US Rentals harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees which: (1) relate to injury, illness, sickness, disease or the death of any persons (including employees of Applicant), and (2) were caused, or claimed to be caused, in whole or in part by the Equipment rented herein or by the liability or conduct (including active, passive, primary or secondary), of US Rentals., its agents or employees, or any other person for whose acts any of them may be liable. The parties agree US Rentals shall only be liable or responsible for actions of willful misconduct.

Applicant shall not use nor permit anyone else to use any rental Equipment from US Rentals at any location not previously approved by US Rentals. The Equipment rented pursuant to this Agreement are rented 'as is' and without warranty.

AGREEMENT WITHOUT WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding anything contained to the contrary, Applicant agrees that Applicant may not offset any payments under this Rental Agreement or the account because of any dispute concerning warranty issues and that the payment on the account is absolutely due and owing without any right of offset or recoupment of any nature.

US Rentals shall have the right at any time during business hours without notice, to enter Applicant's premises or the site where US Rentals rental Equipment is located for the purpose of inspecting, repairing, adjusting, or repossessing the Equipment.

The Rental Agreement must be signed and shall be returned to US Rentals. US Rentals may allow it to be returned by email. Any email bearing signatures of Applicant shall be considered as valid as if it were an original document. US Rentals and Applicant have each agreed to conduct business by electronic means.

Applicant, by signing this form, warrants that all information provided is true, correct, accurate, and complete and acknowledges that he/she has read same, understands its contents and expressly agrees to the terms and conditions as stated hereon. A corporate officer, LLC member officer, each and every partner, or the owner(s) of the company must sign this Rental Agreement and agree to be fully bound by its terms.



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Payment under this contract shall be due at U.S. Rentals, 1111 N. Graham St., Stephenville, Texas 76401. This contract is performable in Erath County and the equipment rented under this contract shall be returned to U.S. Rentals at 1111 N. Graham St., Stephenville, Texas 76401. Applicant agrees that any claims arising under this contract shall be brought in Erath County and be governed by Texas law.

This is the entire agreement between US Rentals and Applicant regarding the Rental Agreement and no oral changes can be made. No promises, representation or agreement purporting to modify this Rental Agreement and no revocation, partial or otherwise, or change, amendment, addition or alteration shall be valid unless the same be in writing, signed by all parties hereto or by their duly authorized agents. Waiver by U.S. Rentals any terms or conditions of this Rental Agreement or waiver of any breach thereof shall not affect the validity or enforceability of the remaining provisions of this Rental Agreement. A determination that any provisions of this Rental Agreement are illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Rental Agreement.

Applicant Signature:

Customer Signature

Date

Printed Name