

ADVANTAGE RENTAL INC RENTAL CONTRACT

Locations:

24 39th St. Pittsburgh, PA 15201 Ph: 412-687-5010 Fax: 412-621-7169	1000 S. Main St. Greensburg, PA 15601 Ph: 724-261-5162 Fax: 724-552-0151	318 Third St. Duncansville, PA 16635 Ph: 814-695-5595, x. 3210 Fax: 814-695-1265	1840 E. 10th St, Erie, PA 16511 Ph: 814-461-0777 Fax: 814-461-0888	2150 Roswell Dr, Pittsburgh, PA 15205 Ph: 412-250-4808 Fax: 412-921-8112
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Between Advantage Rental Inc. and Lessee _____ (CUSTOMER)

Contact _____ Phone # _____

Loan Begins ____:____ M Date ____ - ____ 20 ____ Loan Ended ____:____ M Date ____ - ____ 20 ____

Order# _____ Return # _____ Hour Meter _____ Fuel _____

Lessee* (Signature) **X** _____ (Print name) **X** _____

(*If other than lessee, signer represents he is agent of and authorized to sign for lessee) acknowledges receipt from Advantage Rental, Inc. of the loaned equipment referenced on the order number shown. It is agreed and understood that Advantage Rental, Inc., its agents or employees, shall not be held responsible for any accident or damages resulting directly or indirectly from the use of said loaned equipment or materials bought by Loanee. Written and/or oral instructions were provided to me by ARI (Initials) **X** _____.

Lessee covenants to use said equipment in a careful and prudent manner, and shall not loan, sublet, or mortgage or in any other manner encumber or dispose of the same to any person without the written consent of Advantage Rental, Inc., and to return said loaned equipment to Advantage Rental, Inc. upon the discovery of any malfunction.

Further, Loanee agrees and understands that additional charges for damages and losses to the loaned equipment, other than normal wear and tear, is due or billed upon the termination of this loan contract. Loanee is required to return said loaned equipment upon the termination of this contract. Regular rental rates will be charged if Loanee fails to comply with above. I, lessee, acknowledge receipt in good order and that I have read all terms on page 1 and page 2. (Initials) _____ **X**

Harness and lanyard (required for lift rentals) **X** _____

Accepted by _____ (Loanee).

Loans begin when equipment leaves Loaner's premises and ends upon return. Day rate is for 24 hours, Week rate — 3 business days. Month rate — 28 days. All truck deliveries and/or pickups charged minimum one week rental rate.

Rental is for 24 hours with an 8-hour runtime. Additional hourly rate is 1/8 of the daily rate.

Delivery charge + mileage will be applied (towable equipment)



DAMAGE WAIVER

As an added service, unless declined, we automatically charge a damage waiver fee of 8%. Waiver claims are subject to a deductible equal to 10% of the value of the equipment rented, (up to a maximum of \$250). In return, Advantage Rental (ARI) waives your responsibility for accidental damage to the equipment while in your possession and control. You must still take reasonable precautions to protect the equipment and not intentionally damage the equipment.

The "Damage Waiver" is required on all rental equipment. This covers the renter for accidental damage to the rental equipment. This damage waiver fee can be waived if the customer provides to Advantage Rental (ARI) a Certificate of Insurance from their insurer that shows Advantage Rental (ARI) named as an additional insured as well as showing coverage for "Contractors Rented Equipment" up to the value of the unit being rented.

Even with the Damage Waiver, damage or loss caused by burglary, theft, conversion, misuse, abuse intentional or negligent damage or destruction, or similar causes remain your responsibility including without limitation:

1. Use or operation of equipment in a manner inconsistent with the manufacturer's instructions, or contrary to the rental contract.
2. Loss or damage to accessory equipment such as welding leads, electric cords, bits, batteries, hoses, tires, or tubes, etc.
3. Loss due to inventory shortage, wrongful conversion or any dishonest act by customer or by a person entrusted by customer with the equipment, including customer's employees, sub-contractors or agents.
4. Loss or damage due to flood, storm, earthquake, or other external factors.
5. Loss or damage due to overloading or exceeding rated capacity, misuse, abuse, or improper servicing of the equipment.
6. Seizure or destruction of the equipment by order of a government authority.
7. All loss or damage of equipment caused by theft, vandalism, or malicious mischief.
8. Tire repair is the responsibility of the renter.

Affordable Rentals of Dependable, Well-Maintained Professional Grade Tools & Machines

www.advantagerental.us

Sales Staff with **50 years** Experience
 Special Contractor **Multi-Month Rates**
One-Day Rate for Weekend Rentals
Certified Aerial Lift Instructors

DAMAGE WAIVER IS NOT INSURANCE

Damage waiver is NOT insurance. You are still responsible for all personal injuries or property damage as set forth in the Rental Contract or operation of the equipment. The Damage Waiver is enforced for the same duration as the rental period. A rental period begins when you pick up the rented equipment and ends when the rented item is returned.

Decline Damage Waiver (initials) **X** _____

ADVANTAGE RENTAL INC

TERMS AND CONDITIONS PAGE 2

Advantage Rental Inc., the lessor (who hereafter throughout this rental contract will be abbreviated as ARI), hereby rents to the customer, identified by his or her signature and company name on the first page of this contract, the personal property described on the first page of this contract, subject to all terms and conditions on either page of this contract and the customer, in consideration thereof, acknowledges and agrees as follows:

- 1.) IDENTIFICATION. Customer certifies that all information, identification, etc. provided by the customer as listed on the face of contract is correct and valid under penalty of perjury. This contract is the sole agreement; a purchase order serves as identification only.
- 2.) RENTAL. ARI rents the equipment for the period commencing with the delivery of said equipment to customer and terminating upon ARI's acknowledgement of receipt of the return of said equipment.
- 3.) RENTAL CHARGES. The customer agrees to pay ARI all rental, mileage and other charges and costs as set forth in this agreement, or if not set forth herein, at the rates, schedules and charges on file with ARI.
- 4.) INSPECTION. Customer acknowledges that he/she has had the opportunity to personally inspect the equipment, and finds it suitable for his/her needs and in good condition, and he/she understands its proper use.
- 5.) REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the equipment becomes unsafe or in disrepair as a result of normal use, customer agrees to discontinue use and notify ARI who will replace the equipment with similar equipment in good working order, if available. ARI is not responsible for any incidental or consequential damages caused by delays or otherwise.
- 6.) WARRANTIES. There are NO WARRANTIES or merchantability or fitness, either expressed or implied. There is no warranty that the equipment is suited for customers intended usage, or that it is free from defects. No inclement weather refunds. Credit will be given only for equipment delivered in non operable condition. (NO CASH REFUNDS).
- 7.) HOLD HARMLESS AND INDEMNITY AGREEMENT. Customer agrees to assume the risk of, and hold ARI harmless for property damage and personal injuries caused by the equipment and/or rising out of dealer's negligence. Customer shall indemnify and hold harmless ARI from and against all loss, damage, and liability from any and all claims for damages on account of or by reason of bodily injury, including death, and all property damage which may be sustained or claimed to be sustained by any person, including the customer, members of the customer's family, employee of the customer, and of any subcontractor or employees of subcontractor of customer, and from and against any and all damages to property including loss of use, including property of the customer and of any other person, firm or corporation caused by or arising out of or claimed to have been caused by or to have arisen out of omission by ARI, the customer or the customer's agent, employees or subcontractors or members of the customer's family in connection with the use of the equipment, or caused by or to have arisen out of concurrent negligence of ARI, its agents and employees, resulting from the use of the said equipment, and it is specifically hereby provided that the foregoing indemnification and hold harmless provision shall cover allegations of sole negligence of ARI, its agents and employees, and the customer shall at his or its own cost and expense defend any such claim, suit of action or proceeding, whether groundless or not, which may be commenced against ARI arising out of the use of the equipment and the customers shall pay any and all judgements which may be recovered in any such actions, claims, proceedings or suits. Customer agrees that the said equipment will be used solely by customer or its agents and by no other person without consent of ARI. Customer agrees to provide ARI with a Certificate of Liability and add ARI as an additional certificate holder on Lessee commercial general liability insurance policy.
- 8.) TIME CHARGED FOR. Rental periods and charges shown, start when equipment leaves our warehouse and stops when it is returned to our warehouse. When shipment is made by delivery, the rental charges start on the date of the delivery and stops on the date equipment is picked up, with a minimum one week rate for all delivered rentals. Trailered equipment such as excavators and scissor lifts, etc. will have delivery rates in addition to the rental rates.
- 9.) EXTENSION OF TIME: In the event customer desires to extend rental period beyond the date and time originally agreed upon, customer agrees to immediately notify ARI of said desire and obtain ARI's approval and terms for said extension. In any event, customer will pay additional charges, at the usual rate, for any additional time the equipment is retained beyond the time originally agreed upon. The equipment shall be deemed retained by the customer until all parts are returned to ARI.
- 10.) FAILURE TO RETURN/NOTICE AS TO LARCENY. In the absence of an agreement between parties for an extension of the rental period, and in the absence of a report and explanation by customer of loss or disappearance of the equipment and payment of charges provided otherwise herein. ARI may treat the failure to return any equipment within the time specified as a willful failure to return said equipment and accordingly securing equipment by presenting of false, fictitious or misleading identification to ARI shall constitute prima-facie evidence of intent to commit larceny, breakage, loss, etc.
- 11.) DAMAGED/DIRTY EQUIPMENT. There currently is no damage or theft waiver. The customer assumes the risk of (a) damage or loss by theft, vandalism, or malicious mischief. (b) Loss or damage of accessories: such as cords, hoses, points, brushes, hand tools, etc. (c) Loss or damage resulting from overloading, exceeding rated capacity, misuse, abuse, or improper servicing of equipment. (d) Damage to tires and tubes regardless of cause. (e) Loss to due mysterious disappearance or wrongful conversion by a person entrusted with the equipment. Customer is responsible for all loss and damage to equipment. Returning equipment dirty will result in a cleaning fee of \$25 and up.
- 12.) CONFESS JUDGEMENT. In the event customer fails to comply with any of the provisions of this agreement, including, but not limited to, payment of charges for rental, damage charges, cleaning, destruction or loss, finance charges, and the like, customer hereby authorizes ARI to go on to customer's property and to use all measures necessary to immediately repossess such equipment, and customer also authorizes any attorney to appear for customer in any court of any jurisdiction and to confess judgment against customer in favor of ARI for all obligations owing under this agreement plus forty percent (but not less than \$50.00) for collection costs, plus interest, with or without statement filed, and in addition, customer waives the benefit of any laws exempting real or personal property from levy or sale.
- 13.) INSPECTION OF TRAILER HITCH. Customer agrees to inspect trailer coupling mechanism and safety chain before leaving ARI premises. Customer also agrees to inspect the equipment periodically and to maintain the coupling and chain in a safe and secure condition.
- 14.) ACCIDENT NOTIFICATION. Customer will immediately notify ARI in the event of an accident.
- 15.) SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
- 16.) SERVICE. Customer agrees to care for the equipment properly, to use it within its rated capacity, to restrict its use to customer's qualified personnel and to prohibit anyone other than ARI's authorized personnel to repair or adjust the equipment and to notify ARI immediately of accidents, disabilities, failures or like information concerning the equipment. Customer further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefore from ARI's for the costs and expense of repair. Customer shall take care of the normal needs of the equipment; including supplying fuel, oil, filters, grease fittings, water, and batteries, recharging batteries, etc. ARI will service and maintain the equipment in proper working condition and customer agrees to make the equipment available for servicing by ARI at reasonable times during customer's normal business hours. In the event that customer requires service at times other than ARI's business hours, customer agrees to pay the difference between straight time rate and over time rate for technician's time.
- 17.) THE LESSEE AUTHORIZES the release of information with regard to its business and/or financial relationships existing between the LESSEE, its suppliers and its creditors. It is expressly understood that such information is being requested in support of the Lessee's extension of CREDIT or the renewal thereof, and that all such information received will be held in strict confidence by the recipient for its internal use only.