



EQUIPMENT RENTAL TERMS AND CONDITIONS

The Lessor (Corner Rental; CR) rents equipment to the Lessee (Renter; Customer) as identified by signature to this agreement and serves as the rental contract to the personal property and is subject to the Terms and Conditions as listed. Supplemental to the Corner Rental General Rules for Equipment page, the Lessor acknowledges and agrees to the following:

1. INSPECTION The Lessee acknowledges that he has personally inspected the tools and/or equipment and finds it suitable for his needs and in good condition, that understands its proper use and agrees to inspect the tools and/or equipment prior to use and notify the Lessor of any defects.

2. REPLACEMENT OF MALFUNCTIONING TOOLS AND/OR EQUIPMENT. If a tool and/or equipment becomes unsafe or in disrepair, Lessee agrees to discontinue use and notify the Lessor who will replace the tool and/or equipment with similar tool and/or equipment in good working order, if available. The Lessor is not responsible for any incidental or consequential damage caused by delays or otherwise.

3. WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESSED OR IMPLIED. There is no warranty that the tool and/or equipment is suited for Lessee's intended use, or that it is free from defects.

4. HOLD HARMLESS AGREEMENT. The Lessee agrees to assume the risks of, and hold the Lessor harmless for property damage and personal injuries caused by the tool and/or equipment and/or arising out of the Lessor's negligence, The Lessee shall indemnify and hold the Lessor harmless from any claims of third parties for loss, injury and damage to their persons and property arising out of the Lessee's possession, use, maintenance or return of the tool and/or equipment, including legal cost incurred in defense of such claims.

5. DISCLAIMER OF MANUFACTURER. The Lessee agrees that the Lessor is neither the manufacturer of the tools and/or equipment nor the agent of the manufacturer.

6. PROHIBITED USES. Use of a tool and/or equipment in the following circumstances is prohibited and constitutes a breach of contract: (a) Use for illegal purposes or in an illegal manner. (b) Improper, unintended use, or misuse. (c) Use by anyone other than the Lessee or his employees, without The Lessor's written permission. (d) Use at any location other than the address furnished to the Lessor without the Lessor's written permission, excluding trailers. Trailers must remain in possession of the Lessor for the duration of the rental period and only be towed by vehicle operated by the Lessor.

7. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT. The Lessor may assign its rights under this contract without the Lessee's consent but will remain bound by all obligations herein. The Lessee may not sublease or loan the tool and/or equipment without Lessor's written permission. Any purported assignment by the Lessee is void.

8. TIME OF RETURN. Lessee's right to use of the tool and/or equipment terminates on the expiration of rental period and retention and possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.

9. RETURN OF TOOLS AND/OR EQUIPMENT. At the termination of this agreement, Lessee shall return all tools and/or equipment to Lessor's premises during Lessor's regular business hours, in the condition and repair as when delivered or released to the Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Lessor's regular business hours. If Lessor has agreed to deliver the Equipment to Lessee or to pick up the Equipment from Lessee, Lessee shall be responsible for all losses or damage to the Equipment from time of delivery to Lessee and until picked up by Lessor.

10. DAMAGED OR LOST EQUIPMENT. The Lessee agrees to pay for any damage or loss of equipment, regardless of cause, when equipment is out of possession of The Lessor. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost equipment. Equipment damaged beyond repair will be paid for at its Replacement Cost at the time of rental.

b. DAMAGE WAIVER – Corner Rental charges an additional damage waiver fee of 10% on all rentals to cover reasonable damage associated with the safe operation of equipment. In doing so, Lessor waives its right to direct repair costs for those repairs costing less than the 10% charged to the Lessee. Additional repair costs above the 10% fee is the responsibility of the renter and subject to charges immediately. *The Lessee may decline damage waiver coverage if the Lessor is provided with a current insurance certificate that names Lessor as additional insured and loss payee, and the equipment insurance policy is for the full replacement value of the tool or equipment rented.* Providing the Lessor with an insurance certificate removes damage waiver on all future rentals and may not be used retroactively. Any Lessee who provides an insurance certificate is still responsible for all damage, regardless of insured value and subject to additional charges upon return of the equipment. This damage waiver is not an insurance, nor is it a warranty, and does not cover negligence or neglect as described below:

- A. Loss by extensive damage, vandalism, malicious mischief, and theft.
- B. Loss, damage, or theft of accessory equipment, such as electric cords, hoses points, chisels, floor polisher brushes, attachments, etc.
- C. Loss or damage resulting from overloading, exceeding rated capacity, accidental misuse, unintentional abuse, or improper servicing of equipment.
- D. Damage to tires, inner tubes or rotational tracks caused by blowout, bruises, cuts, or other causes inherent in the use of equipment.
- E. Loss due to mysterious disappearances or wrongful conversion by a person entrusted with equipment.
- F. The Damage Waiver amount will not apply towards repair costs if damage is caused by anyone not listed on the rental agreement.

11. THEFT OF EQUIPMENT. The Lessee agrees to pay for equipment at full replacement value for all types of theft or mysterious disappearance of equipment.

12. THEFT or VANDALISM. That the Lessor of its own discretion may report as stolen all personal property not returned within the date listed in the date and time due in section of the contract, or if conditions and circumstances indicate theft before that time.

13. COLLECTION COSTS. The Lessee agrees to pay all reasonable collection, attorneys and court fees and other expenses involved in the collection of the charges or enforcement of Lessor's rights under this contract.

14. REPOSSESSION. Upon failure to pay rental cost or other breach of this contract, the Lessor may terminate this contract for breach and take possession of and remove tools and/or equipment at any time or location, and the Lessor and his agents shall not be liable for any claims for damage on trespass arising out of the removal of the tools and/or equipment.

15. LOADING AND UNLOADING TOOLS AND/OR EQUIPMENT. If Lessor's employees assist in loading or unloading the tools and/or equipment, the Lessee agrees to assume the risk of, and hold the Lessor harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Lessor and its employees.

16. TRANSPORTATION OF EQUIPMENT BY LESSEE. The Lessor retains the right to refuse the transportation of equipment by the Lessor at any time, for any reason. At its sole discretion the Lessor maintains the right to require the delivery of equipment for any rental. Lessee is required to have a capable trailer in working order with fully functioning trailer brakes and a seven-pin connector. All lights, brakes, tires, safety chains, registration, insurance coverages, and overall functionality of any personal trailer is acknowledged by the Lessee to be in safe working condition. The Lessee agrees to inspect the trailer coupling mechanism, lights, and safety chains before leaving the Lessor's premises if transporting a rented trailer or trailered equipment.

DAMAGES TO VEHICLES or BUMPERS. The Lessor is not liable for any damages to any part of a Lessee vehicle because of equipment transportation by the Lessee; including but not limited to engine or drivetrain malfunctions, detached hitches, improper hauling procedures, trailer malfunctions, trailering capacity or weight limitations associated with the Lessee's decision to transport equipment. The Lessee agrees to assume all risk and hold the Lessor harmless for property damage or personal injuries caused by the transportation of equipment by the Lessee.

17. WAIVER OF CLAIMS. The Lessee waives all claims for personal injury, property damage to the transported equipment, loss of time or inconvenience arising out of the use of a trailer, or any accident or breakdown.

18. ACCIDENT NOTIFICATION. The Lessee will immediately notify the Lessor in the event of any accident.

19. OVERDUE ACCOUNTS. Accounts are due and payable at the end of the rental period. A service charge may be assessed on all overdue accounts.

20. DEPOSITS OR ACCOUNT HOLDS. A deposit or account hold may be placed on the tool and/or equipment rental, according to standard policy. A portion of the total estimated amount may be charged at the time of the reservation for any reservation over one day. The remaining balance and any additional charges for additional hours, maintenance requirements, fuel costs, or cleaning fees will be included in the final payment.

21. EQUIPMENT RATES & FEES. Rental rates on tools and equipment are agreed upon by both parties prior to rental. If applicable, hour meters are recorded and agreed upon by both parties at the start of the rental period. Additional charges and specific rates are listed below:

- Fuel Surcharges: Equipment must be returned full of fuel. Gasoline and diesel will be charged at a regular rate of \$6.00 per gallon and subject to change.

- A damage waiver fee of 10% is applied to all rentals. *For licensed contractors, coverage may be declined with a current insurance certificate that names the Lessor as additional insured and loss payee, and the equipment insurance policy is for the full replacement value of the tool and/or equipment.*
 - For equipment with an hour-meter, a one-day rental is equivalent to eight (8) hours of machine operation time. Additional usage hours over the designated rental period are billed at a rate of \$45.00 per hour.
 - All rentals are subject to a \$3.00 Environmental fee for disposal of hazardous materials including oils, fluids, tires, and batteries.
 - All Credit/Debit cards payments are subject to a credit card processing fee through Stripe.
 - Delivery of equipment is available and calculated for each reservation. Delivery rates are subject to change.
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