



## \*\*XTREME PRO SERVICES

### EQUIPMENT RENTAL POLICY, OPERATOR RESPONSIBILITY & LIABILITY AGREEMENT\*\*

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#### 1. AGREEMENT & ACCEPTANCE

This document ("Agreement") governs all equipment rentals from **Xtreme Pro Services** ("XPS") to the customer ("Renter").

By signing this Agreement **or** by taking possession of any rented equipment, the Renter acknowledges that they have read, understand, and agree to all terms herein. No verbal statements, emails, or representations modify this Agreement unless expressly agreed to in writing by XPS.

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#### 2. RENTAL PERIOD & BILLING

- Rental time begins when equipment **leaves XPS custody** (yard or delivery vehicle).
- Rental time ends only when equipment is **returned to XPS custody and inspected**.
- Partial rental periods are billed as full periods.
- Minimum rental periods apply to all equipment.
- Late returns are billed at the full applicable rate with no grace period.

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#### 3. PAYMENT TERMS

- Payment is due **in advance** unless approved credit terms exist.
- XPS may require a credit card or ACH authorization on file.

- Non-payment authorizes XPS to immediately recover equipment.

All recovery, towing, legal, and administrative costs are the Renter's responsibility.

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## 4. SECURITY DEPOSIT

XPS may require a refundable security deposit. Deposits may be applied to, but are not limited to:

- Damage beyond normal wear
- Missing or damaged components
- Cleaning or decontamination
- Fuel replacement
- Excessive wear or misuse
- Unauthorized operation

Deposits are refunded only after final inspection and reconciliation.

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## 5. OPERATOR QUALIFICATION, TRAINING & RESPONSIBILITY (CRITICAL)

### 5.1 Operator Qualification

The Renter **certifies** that **every operator** of rented equipment:

- Is **properly trained and qualified** for the specific equipment type
- Has received training consistent with **OSHA, ANSI, and manufacturer requirements**
- Understands the equipment's controls, limitations, warnings, and emergency procedures
- Is physically and mentally capable of safe operation

**XPS does NOT provide operator training unless explicitly contracted in writing.**

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### 5.2 Documentation

Upon request, the Renter must provide:

- Proof of operator training or certification
- Employer authorization records
- Site-specific safety orientation records

Failure to provide documentation does **not** relieve the Renter of liability.

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### **5.3 Personal Protective Equipment (PPE)**

The Renter is solely responsible for ensuring operators wear all required PPE, including but not limited to:

- Hard hats
- Safety glasses / face shields
- High-visibility apparel
- Steel-toe boots
- Gloves
- Hearing protection where required
- Fall protection harnesses, lanyards, and anchor points (for aerial equipment)
- Any PPE required by OSHA, ANSI, site rules, or local regulations

**Operating equipment without required PPE constitutes misuse and negligence.**

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### **5.4 Prohibited Operators**

Equipment shall **NOT** be operated by:

- Untrained or unauthorized personnel
- Minors
- Intoxicated or impaired individuals
- Anyone lacking required PPE
- Anyone violating site safety rules

XPS may terminate the rental immediately if unsafe operation is observed.

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## **6. USE OF EQUIPMENT – GENERAL**

Renter agrees that:

- Equipment will be used **only for its intended purpose**
- Rated capacities, load charts, and limits will not be exceeded
- Safety devices will not be bypassed or disabled
- Equipment will not be modified or altered
- Equipment will not be sub-rented or transferred

Improper use voids any responsibility of XPS for damage or failure.

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## 7. FORKLIFT-SPECIFIC USE REQUIREMENTS

Forklifts **must be used only for their intended industrial lifting purposes.**

The following are strictly prohibited:

- Using forklifts as cranes
- Lifting personnel without approved platforms
- Side-loading loads not designed for forklifts
- Towing, pushing, or pulling loads improperly
- Using forks to pry, ram, or strike objects
- Exceeding rated capacity or improper load handling

Any damage resulting from improper forklift use is fully chargeable to the Renter.

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## 8. AERIAL LIFT-SPECIFIC REQUIREMENTS (OSHA / ANSI)

Aerial lifts must be operated in compliance with:

- **OSHA 29 CFR 1910 & 1926**
- **ANSI A92 standards**
- Manufacturer's operating manuals

Additional requirements:

- Operators must be trained on the **specific lift type**
- Fall protection must be worn when required
- Guardrails must not be bypassed
- Lifts must not be moved while elevated unless permitted
- Wind, slope, and surface conditions must be evaluated

Tip-overs, entanglements, or structural damage caused by misuse are fully the Renter's responsibility.

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## 9. RAIL MOVER-SPECIFIC LIABILITY CLAUSES

Railcar movers present **high-risk industrial hazards.**

The Renter agrees:

- Operators are trained specifically on rail movers
- Track conditions are suitable and verified
- Railcars are properly secured and coupled
- Load ratings and drawbar limits are followed
- Spotters are used where required

XPS assumes **no responsibility** for:

- Railcar damage
- Track damage
- Derailments
- Site infrastructure damage
- Injuries caused by improper operation

All such incidents are the sole responsibility of the Renter.

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## 10. INSPECTION & ACCEPTANCE

- Renter must inspect equipment upon delivery or pickup.
- Any defects must be reported **before use**.
- Use of equipment constitutes acceptance of conditions.

Unreported damage becomes the Renter's responsibility.

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## 11. MAINTENANCE & CARE

- Daily walk-around inspections are required.
- Equipment must be shut down immediately if a problem is observed.
- XPS must be notified immediately of malfunctions.

**Continued operation of damaged equipment constitutes negligence.**

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## 12. DAMAGE, ABUSE & REPAIRS

Renter is responsible for all damage beyond normal wear, including:

- Structural damage
- Hydraulic and electrical damage

- Tire damage
- Glass breakage
- Collision or tip-over damage
- Improper rigging or transport damage

Normal mechanical failures from proper use will be handled by XPS.

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## 13. FUEL, FLUIDS & CLEANING

- Equipment must be returned with the same fuel level.
- Fuel shortages are billed at market rate plus labor.
- Excessive dirt, oilfield contamination, chemicals, or concrete residue incur cleaning fees.

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## 14. TRANSPORTATION & ACCESS

- Delivery and pickup are billed separately unless noted.
- Renter must provide safe and legal access.
- Failed pickup attempts are billable.

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## 15. LOSS, THEFT & INSURANCE

Renter assumes full responsibility for:

- Theft
- Vandalism
- Fire
- Weather damage
- Impoundment or seizure

Proof of insurance may be required. Replacement cost applies if equipment is not recovered.

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## 16. DOWNTIME & LIMITATION OF DAMAGES

XPS is not responsible for:

- Lost production
- Job delays

- Lost profits
- Consequential damages

Any rental credit is limited strictly to verified downtime.

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## 17. THIRD-PARTY BILLING

- A **20% third-party billing fee** applies.
- XPS does not resolve disputes between renter and third parties.
- Renter remains fully responsible for payment.

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## 18. TERMINATION & RECOVERY

XPS may terminate this Agreement and recover equipment immediately if:

- Unsafe operation is observed
- Equipment is misused
- Payment terms are violated
- Any policy terms are breached

All recovery costs are billable.

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## 19. LIMITATION OF LIABILITY

Operation of rental equipment is **entirely at the Renter's risk**.

XPS is not liable for injuries, damages, or losses arising from use or misuse.

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## 20. GOVERNING LAW

This Agreement is governed by the laws of the **State of North Dakota**.