

## CONDITIONS UNDER WHICH EQUIPMENT IS RENTED

TERMS: NET CASH 10 DAYS. A 1.5% TIME DIFFERENTIAL CHARGE PER MONTH, (18% PER ANNUM) WILL BE ADDED TO ANY AMOUNTS DELINQUENT OVER 30 DAYS. LESSOR, AT LESSOR'S SOLE DISCRETION, MAY REVERT ALL CHARGES TO THE DAILY RATE IF ANY MONTHLY STATEMENT OR INVOICE IS NOT PAID WITHIN 30 DAYS OF THE INVOICE DATE.

BY SIGNING THIS CONTRACT THE CUSTOMER ACKNOWLEDGES THEY HAVE RECEIVED PROPER INSTRUCTION ON THE OPERATION AND SAFETY OF THE RENTED EQUIPMENT.

### 1. CONDITION OF EQUIPMENT

CUSTOMER ACKNOWLEDGES RECEIPT OF THE DESCRIBED RENTED EQUIPMENT. THE PARTIES AGREE THAT THE EQUIPMENT WAS INSPECTED BY LESSOR AND PERSONALLY EXAMINED BY CUSTOMER AT THE TIME OF DELIVERY TO AND ACCEPTANCE BY CUSTOMER AND THAT THE EQUIPMENT WAS IN GOOD, SAFE, AND SERVICEABLE CONDITION.

### 2. USE OF EQUIPMENT

LESSOR SHALL RETAIN TITLE TO ALL RENTED EQUIPMENT AT ALL TIMES. ONLY THE PARTIES HERETO AND SUCH OTHER PERSONS WHOSE NAMES ARE ENDORSED HEREON ARE AUTHORIZED TO USE SAID EQUIPMENT. CUSTOMER WILL NOT PERMIT THE RENTED EQUIPMENT TO BE USED BY ANY OTHER PERSON OR AT ANY OTHER ADDRESS OTHER THAN THE PLACE DESIGNATED HEREON WITHOUT THE EXPRESS WRITTEN CONSENT OF LESSOR. CUSTOMER WILL NOT PERMIT THE RENTED EQUIPMENT TO BE USED IN OR AROUND ANY FIRE, INCLUDING DEBRIS BURNING, OR EXPOSE THE EQUIPMENT TO RADIOACTIVE, HAZARDOUS, OR CONTAMINATED SUBSTANCES. CUSTOMER WILL NOT PERMIT THE RENTED EQUIPMENT TO BE USED BY AN UNLICENSED OPERATOR OR UNDER THE INFLUENCE OF ALCOHOL OR DRUGS. CUSTOMER WILL PROPERLY TRANSPORT, MAINTAIN AND SECURE EQUIPMENT AT ALL TIMES.

### 3. NO WARRANTY

PARTIES AGREE THAT LESSOR IS NOT THE MANUFACTURER OF SAID EQUIPMENT AND THAT NO WARRANTY AGAINST PATENT OR LATENT DEFECTS IN MATERIAL, WORKMANSHIP OR CAPACITY IS GIVEN.

### 4. RISK OF USE

ALL EQUIPMENT IS USED AT CUSTOMER'S RISK. CONDITIONS WHICH PREVENT SATISFACTORY OPERATION OF EQUIPMENT DO NOT RELIEVE CUSTOMER OF RESPONSIBILITY FOR RENTAL CHARGES.

### 5. DAMAGE TO EQUIPMENT

ALL EQUIPMENT LOST OR DAMAGED BEYOND REPAIR WILL BE PAID FOR BY THE CUSTOMER AT NEW REPLACEMENT M.S.R.P. VALUE WITHOUT REGARD TO DEPRECIATION. REPAIRABLE DAMAGED EQUIPMENT WILL BE REPAIRED BY LESSOR AT CUSTOMER EXPENSE. RENTAL CHARGES SHALL ACCRUE UNTIL THE EQUIPMENT IS REPAIRED. LESSOR SHALL BE UNDER NO OBLIGATION TO COMMENCE REPAIR WORK UNTIL CUSTOMER HAS PAID FOR ESTIMATED COST OF NECESSARY REPAIR. ACCRUED RENTAL CHARGES CANNOT BE APPLIED AGAINST THE PURCHASE PRICE OR COST OF REPAIRS OF SUCH DAMAGED OR LOST EQUIPMENT. ALL CARTAGE CHARGES MUST BE BORNE BY CUSTOMER.

### 6. RENTAL / CLEANING

SCHEDULE RENTAL RATES BEGIN WHEN EQUIPMENT LEAVES OUR STORE AND CONTINUES UNTIL RETURN THERETO. A CLEANING CHARGE OF \$95.00 PER HOUR WILL BE MADE ON ITEMS RETURNED UNCLEAN.

### 7. RETURN OF EQUIPMENT

CUSTOMER AGREES TO REDELIVER SAID EQUIPMENT ON OR BEFORE SAID CONTRACT END TIME AND DATE AND THE CUSTOMER SHALL HAVE NO LAWFUL RIGHT TO POSSESSION OF THE EQUIPMENT DESCRIBED HEREIN AFTER THE EXPIRATION OF THIS CONTRACT. FLORIDA STATUTE 812.155. LESSOR, AT LESSOR'S SOLE DISCRETION, MAY REPORT PROPERTY STOLEN IF HELD (5) FIVE DAYS BEYOND "DUE IN" DATE.

### 8. ATTORNEY'S FEES / VENUE

CUSTOMER SHALL BE RESPONSIBLE FOR LESSOR'S ATTORNEY'S FEES AND COSTS IN COLLECTING ALL SUMS DUE UNDER THIS CONTRACT, WHETHER OR NOT SUIT IS FILED. VENUE FOR ANY LITIGATION ARISING OUT OF THIS CONTRACT SHALL BE IN UNION COUNTY, FLORIDA.

### 9. INDEMNIFICATION AGREEMENT

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, ITS EMPLOYEES, AGENTS AND SUBSIDIARIES FROM AND AGAINST ALL CLAIMS LIABILITIES, LOSSES, DAMAGES TO PERSONS, PROPERTY OR OTHERWISE, AND EXPENSES, OF EVERY CHARACTER WHATSOEVER, RESULTING FROM THE ACTIONS (NEGLIGENT OR OTHERWISE) OF CUSTOMER, CUSTOMER'S EMPLOYEES AND CUSTOMER'S SUBCONTRACTOR. INCLUDING REASONABLE ATTORNEY'S FEES PAID BY LESSOR DEFENDING SUITS AND CLAIMS, ETC.

### 10. LOSS DAMAGE WAIVER

LOSS DAMAGE WAIVER IS AN OPTIONAL PROVISION WHEREIN T.E.S. RENTALS (LESSOR) MAY AGREE NOT TO SUE THE CUSTOMER FOR LOSS OR DAMAGE TO THE LEASED EQUIPMENT IN EXCESS OF THE CUSTOMER'S DEDUCTIBLE (MAXIMUM LIABILITY AMOUNT), SUBJECT TO THE RULES SET FORTH IN THE ATTACHED LOSS DAMAGE WAIVER POLICY, IF APPLICABLE. LOSS DAMAGE WAIVER SHALL ONLY APPLY TO CONTRACTS WHERE A LOSS DAMAGE WAIVER POLICY IS PAID FOR IN FULL AT THE TIME OF RENTAL.

### 11. REASONABLE WEAR & TEAR AND RENTAL TIME LIMITS

CUSTOMER IS RESPONSIBLE FOR ANY CHANGES IN THE CONDITION OF THE EQUIPMENT DURING THE RENTAL PERIOD, REASONABLE WEAR AND TEAR ACCEPTED. REASONABLE WEAR AND TEAR IS ONLY THE NORMAL DETERIORATION OF EQUIPMENT CAUSED BY ORDINARY AND REASONABLE USE ON THE ONE SHIFT (8 HRS. DAILY, 40 HRS. WEEKLY, 160 HRS. PER 4 WEEKS) BASIS AND DOES NOT INCLUDE ANY OF THE OCCURRENCES EXCEPTED FROM THE LOSS DAMAGE WAIVER DESCRIBED IN PARAGRAPH #10.

### 12. USE OVERAGE CHARGES

USE OF THE EQUIPMENT IN EXCESS OF 8 HOURS DAILY, 40 HOURS WEEKLY, OR 160 HOURS PER 4 WEEKS, SHALL REVERT TO THE DAILY RATE AND BE BILLED TO CUSTOMER AT THE HOURLY RATE. (DAILY RATE / 8)



# Damage Waiver Policy

## 1. What is T.E.S. Rentals loss damage waiver?

The Damage Waiver is a program offered by T.E.S. Rentals, LLC that enables customers to significantly reduce their potential financial liability on rental equipment when it is accidentally damaged. **THIS IS NOT AN INSURANCE POLICY.**

## 2. How much does the Damage Waiver cost?

The fee for the damage waiver is 15% of the rental amount. The fee is applied to the base rental rate(s) only.

## 3. How does the Damage Waiver work?

In exchange for purchasing the Damage Waiver, the customer reduces their financial responsibility for accidental damage occurring to the equipment while on rent. Otherwise, the full financial responsibility rests with the customer as per #5 in the rental terms and conditions. Multiple repairs during a single rental period will be added together to determine coverage percentages.

## 4. What if I don't want the Damage Waiver?

The Damage Waiver is not mandatory. The customer can opt out if they provide North Florida Equipment Rentals with a **Certificate of Insurance** meeting our insurance requirements for the full coverage of the rental item. The General Manager may also waive the fee at their discretion. If the damage waiver is not paid the customer **accepts full financial responsibility for all damage** to the rented equipment to be paid personally or through customer owned insurance. Non-payment of damage waiver fee on rental invoice will constitute accepting the terms and responsibilities of opting out. Payment of damage waiver on rental invoice will constitute understanding and accepting the terms of damage waiver participation by the customer.

## 5. What is not covered?

**Total loss, damage from negligence or abuse, tires, down time rental fees during repair, and travel time during service calls are not covered.** The customer must take reasonable measures to protect the equipment against loss or damage. T.E.S. Rentals personnel will determine if the damage was caused by negligence or abuse. If in T.E.S. Rentals' judgement, the damage is due to customer negligence or abuse, the Damage Waiver does not apply, and the customer is fully responsible for all damages as per #5 in the rental terms and conditions.

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## 6. How do I use my Damage Waiver?

It is the customer's responsibility to contact T.E.S. Rentals and file a report within 24 hours of the occurrence to evaluate the cause and extent of the damage. In the event of theft or vandalism, the customer must also file a police report with the local authorities and provide a copy of the report to T.E.S. Rentals. If T.E.S. Rentals concludes the damage was not due to customer negligence or abuse, the customer will be covered according to the following schedule:

<b>Damage Amount</b>	<b>T.E.S. Covers</b>	<b>Customer Responsibility</b>
First 25% of covered value*	100%	None
Remaining 75% of covered value*	50%	50%
Excess of covered value	None	100%

\*Value is based on T.E.S. Rentals approved market price. Protection is applied to the first \$10,000 or 25% of equipment value, whichever is least.

## Examples:

1. \$10,000 equipment value. The Damage Waiver applies to the first \$2500 in repair costs. T.E.S. Rentals will cover 100% of the repair costs for qualified damages up to \$625. The customer T.E.S. Rentals will split the next \$1875 50/50 (\$937.50 each). The customer will be responsible for 100% of repair costs in excess of the first \$2,500.
2. \$50,000 equipment value. The Damage Waiver applies to the first \$10,000 in repair costs. T.E.S. Rentals will cover 100% of repair costs up to \$2500. The customer and T.E.S. Rentals will split the Next \$7500 50/50 (\$3750 each). The customer will be 100% responsible for all repair costs in excess of the first \$10,000.

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