

IH RENTALS RENTAL AGREEMENT

1. **DEFINITIONS:**

- a. **RENTER:** Renter means you, the person, persons, or entity renting Goods, similar equipment or services from IH RENTALS.
- b. **GOODS:** Goods means each and every item that you lease or rent by agreement from IH RENTALS and is delivered to the Renter for rental purposes only, and is in good operating condition. Renter acknowledges that Goods subject to this agreement do not belong to the Renter, or at any time become the property of the Renter.
- c. All other terms contained herein shall be given their ordinary meaning as may be ascertained through Webster's or some other commonly accepted dictionary.

2. **NO AGENCY:** Renter takes the Goods for his/her use and is not the agent or authorized representative of IH RENTALS.

3. **LIABILITY FOR USE:**

- a. **LIABILITY:** Upon delivery Goods for term of rental, Renter is responsible and assumes all liability for all loss and damage to the Goods, as well as any liability for damages caused by the Goods while in Renter's possession, for damages to Renter's agents, servants or employees. Upon return of the Goods to IH RENTALS, Renter's responsibility for the Goods shall cease.
- b. **THEFT OR TOTAL LOSS OF GOODS:** In the event of theft of Goods, or damage caused by abuse to the Goods resulting in damage, the cost of which to repair exceeds the value of the Goods, Renter will pay IH RENTALS the actual cost to replace such lost, stolen or damaged Goods.

4. **DAMAGE AND REPAIR:** In the event that Goods shall become damaged and in need of repair while in Renter's possession, Renter will not use the Goods, and will instead report immediately to IH RENTALS the condition of the Goods. Renter will not permit any repairs to the Goods, or replacement of any Goods, without the prior written consent of IH RENTALS. Renter will pay for all unauthorized repairs and replacement parts, AND reimburse IH RENTALS the cost of restoring any unauthorized alterations.

5. **PAYMENT AND CREDIT:**

- a. Renter will pay on demand all charges due under this agreement.
- b. All charges are subject to a final audit. If an error is found as a result of the final audit, either party shall promptly pay or credit the other, as appropriate, to correct the error.
- c. If payment remains past due, Renter will pay interest at the rate of 1% per month and any collection costs, including reasonable attorney's fees as well as court costs, marshal's fees, and arbitration fees as incurred by IH RENTALS.
- d. In the event Renter is liable to IH RENTALS for new Goods to replace Goods lost, stolen or damaged beyond repair pursuant to paragraph 3.b. herein, Renter shall pay IH RENTALS within five (5) days of date of demand from IH RENTALS. If payment is not received within five (5) days of demand, a daily rental fee equal to the rental rate of the Goods lost, stolen or damaged beyond repair, plus interest at the rate of 1% per month, will continue to accrue on the demand amount until IH RENTALS is paid in full.

6. **NO WARRANTY:** Renter or authorized representative or agent of Renter will inspect the Goods upon delivery while accompanied by a representative of IH RENTALS. Unless IH RENTALS is notified upon the delivery of the Goods, Renter acknowledges that the Goods are in appropriate condition upon delivery. As a result of the use of Goods as intended by the Renter, Renter is aware of dangers associated with the inappropriate use of the Goods as well as the potential for harm associated with the intended use of the Goods. Renter shall be responsible for any accidents or injuries to his/her agents, servants or employees. IH RENTALS only warrants that it owns the Goods. **THERE IS NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY GOODS COVERED BY THIS AGREEMENT.** IH RENTALS shall have no liability for any indirect, special or consequential damages arising in connection with the furnishing, performance or use of Goods, or for any claim based upon the failure to honor a reservation requested by Renter.

7. **RETURN:** Renter acknowledges that his/her failure to timely return Goods or to retain the Goods beyond the return time may be subject to criminal prosecution as determined by the appropriate authorities. The Goods shall be clean and in the same good operating condition at time of return as at the time of delivery. IH RENTALS has the right to enter the Renter's property or any other place for purpose of taking or retrieving its Goods. Entry by IH RENTALS for the lawful purpose of retrieving its Goods shall neither be considered a trespass, theft, nor unlawful taking of any kind. Renter is liable for additional rental charges for any additional period Goods are kept beyond the return time. Additionally, during the rental period, IH RENTALS reserves the right to enter premises where goods are garaged or kept for purposes including, but not limited to, adjustment and inspection.

8. **DEPOSITS:** All monies paid to reserve Goods will not be refunded under any circumstances if order is not cancelled **at least 5 days** before date of delivery.

9. **EFFECT OF THIS AGREEMENT:** Changes to this Agreement are effective only if in writing and signed by both IH RENTALS and Renter. By signing below, Renter agrees to all the terms and conditions of this agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified or excluded to the extent necessary to render enforceable the entire agreement. **RENTER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS IH RENTALS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, COSTS AND LIABILITIES (INCLUDING, WITHOUT LIMITATION ATTORNEYS' FEES)**

RELATING TO OR ARISING OUT OF ANY CLAIMS RESULTING FROM THE RENTAL OF GOODS PURSUANT TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date printed on the other side of this agreement.

Renter Signature _____ Date _____

Printed name:

Renter Entity:

Personal Guarantee: If Renter is a limited liability company, corporation, or other fictitious entity, the undersigned agrees to guarantee personally the obligations of Renter.

Guarantor Signature _____ Date _____

Printed name:

IH RENTAL POLICIES

Care & Cleaning of Equipment

All rentals are made with the understanding that normal wear and tear is included in the rental rate. However, any damage from misuse or improper care will be charged for. Our rental rate structure anticipates all equipment being returned clean or additional charges will be made.

Credit Card Policy

If you are planning to put your deposit/balance on a credit/debit card it is preferable that you do that at one of our locations in person so that your card can be swiped or chip read at one of our physical retail locations. We are unable to take credit cards over the phone but do offer a “Web Pay” option for Deposits – please visit us at www.IHRental.com for more information.

Equipment Protection Plan

As an added service we offer an Equipment Protection Plan. This covers the rental equipment against “Accidental Damage”. It is an additional percentage of the gross rental. This does not cover misuse, loss of any kind, tire damage, theft, or neglect. IH Rental retains the right to refuse equipment protection plan coverage. The Equipment Protection Plan is not insurance.

Flat Tires, Hydraulic Lines, Tracks

Before operating rental equipment, check the job site for debris or terrain that could cause damage to tires, tracks, or hydraulic lines. In most instances, damage to tires, tracks, or hydraulic lines are caused by conditions on the job site and as such payment for the repairs is considered the responsibility of the customer. In the event of a flat tire, the customer can call a tire repair company of their choice or IH Rental can call a tire repair company on behalf of the customer.

Operating Condition of Equipment

In the event that the equipment you have rented is not operating as it should or has a problem, please contact the location you rented the equipment from immediately. Continuing to run equipment in such a manner can cause excess wear, tear, and damage and result in extra time spent attempting to complete your project. Please help us take care of our equipment and help you get your project done properly. If you do not call to inform us of the problem with the equipment and wait to inform us when you return the equipment when it is scheduled to be due, you will be held responsible for the full cost of the rental.

Fuel & Merchandise

All equipment requiring use of fuel is sent out with a full tank. Customers may choose to refuel equipment prior to returning it to us or elect to have us refuel the machines at an additional cost. Gasoline is \$5.50 per gallon, Diesel is \$6.50 per gallon. Fuel sales will be rounded up to the nearest gallon.

Identification & Insurance

When renting equipment IH Rental requires identification on all rentals as follows:

1. Valid Connecticut state driver's license
2. Year, make, model and license plate of renter's vehicle
3. Military ID or Connecticut State ID card

Proof of insurance may be required on specific items to be rented.

Reservations

It is always a good idea to reserve the rental item in advance. All reservations will be held for 30 minutes. Some reservations require a deposit. Some seasonal items may only be available to reserve at the store's opening time.

All locations may not have all rental items in stock. Most can be transferred to the nearest location for your convenience with an advance reservation and deposit.

Past Due

Rented equipment is considered past due if not returned by the due date and time listed on the rental contract.

Rental Days & Prices

A rental day is 24-hours, except on equipment with an hour meter. Equipment is charged for time out, not time used. Overtime will be charged at the industry standard rate of one-sixth the daily rate per overtime hour unless otherwise instructed.

Equipment with an hour meter allows 8-hours maximum meter time per 24-hour day or 40-hours maximum per week. Any hours over these limits will be prorated.

Please email or call the closest location for current rental prices. All prices are subject to change without notice.

Weekend Rental Rates

Rental rates are generally charged based on the amount of time the equipment is out, not time used. When our store is closed on Sunday, equipment picked up between 8:00 AM and 4:00 PM Friday and returned on the following Monday (by the return time), will be charged 2 days. However, when equipment is picked up between 2:00 PM and 4:00 PM on Saturday and returned Monday by 9:00 AM, you will be charged at a special rate of 1 day. A similar rate structure would apply when our stores are closed in observance of holidays.

* You may be charged for additional hours on items that have an hour meter. We use the general industry practice basing rates on one 8-hour shift during a 24-hour period (1 day). Overtime for double or triple shifts will be charged accordingly.

Overnight Rates

In order to qualify for an overnight rate, you must pick up the equipment during the last hour of business and return it during the first hour of business the following day.

* If the store is closed the following day, refer to the Weekend Rental Rates policy above.

Authorized Agents

Customers may send authorized agents to rent equipment on their behalf. Your authorized agent must 18 years-of-age or older. If you have not arranged for prepayment of the deposit prior to the rental, your authorized agent must use their personal credit or debit card to pay the deposit. In the event, you have not rented from us before; we ask that you set up the rental ahead of time in person at one of our stores for identification purposes. Once you have been set up in our system, you may visit our website at www.ihrental.com to set up the rental for your authorized agent to pick up.

Delivery Policies

Call ahead to make arrangements (for an additional fee) to have one of our truck drivers deliver the equipment right to you. Our drivers also take the time to show the basic operating functions of the equipment before heading off on their next run.

Delivery charges are subject to change and in many cases based on the distance the delivery site is from the store. Please call you nearest IH Rental store to confirm the cost of delivery to your area.

Rental rates on delivered equipment are a minimum 1-day charge. Customer must call store to request pick- up of equipment. IH Rental does not automatically pick up equipment when the rental is scheduled to end. Failure to call store for pick up on time will result in additional charges for rental of the equipment based on the time the equipment was out of the yard.

Training and Safety Equipment Acknowledgment:

The renter acknowledges that he or she has received training on the proper operation and use of the rented equipment. The training was provided by IH Rentals, and the Customer has had the opportunity to ask questions and seek clarification regarding the equipment's operation.

IH Rental has also explained to the renter the importance of using safety apparel and equipment when operating the rented equipment. The Customer acknowledges that they have been informed about the recommended safety apparel and equipment for the specific equipment rented, which may include but is not limited too helmets, gloves, goggles, hearing protection, and safety vests.

Renter Signature _____ Date _____

Printed name:

Renter Entity: