



Standard Short-Term Equipment Rental Agreement

LEASE TYPE:

· Net/Net. Lessee is responsible for damage, maintenance, track repair, tire repair or replacement, brakes, etc while using equipment or trailer. Normal wear and tear is allowable, but equipment and trailer should be returned to Lessor in the same condition.

INSURANCE REQUIREMENTS:

Lessee's Insurance of vehicle pulling trailer responsible for damage / loss to trailer while in lessee's possession.

Lessee may add Rocky HD Rentals as Additional Insured & Loss Payee on Equipment being rented and provide a Certificate / Evidence of Insurance for duration of the rental listed as:

- Rocky HD Rentals LLC
2652 N 900 E
North Ogden, UT 84414

Renter agrees Rocky HD to keep a credit card on file for incidentals or time overages.

Towing Requirements: Customer is required to have enough towing capacity with their vehicle to tow the unit themselves. The unit weighs upwards of 15,000 lbs. A 3/4-ton truck or larger would be needed to haul. The customer is required to have their own 2 5/16-inch ball to tow the trailer. We can offer delivery if the customer is unable to meet these requirements. Towing vehicle must carry a valid insurance policy and be street legal while towing rented equipment and trailer.

Damage waiver:

Opting into the damage waiver provides the renter with up to \$3500 worth of damage coverage while in use. The renter will not be held liable for any damage that may occur while in their possession for up to that amount.

Agreement

Deposit:

Reservation deposit is only refundable if you follow through with your reservation. If you cancel, then the deposit is nonrefundable.

Responsibility: Renter is responsible for all damage of equipment or trailer while in their possession. Normal wear and tear is allowable but equipment and trailer should be returned in the same or in like condition. Renter agrees that the security deposit can be used towards the replacement or repair of lost or damaged machinery, trailer or items.

Diesel fuel: Renter will receive the equipment with a full tank of diesel. Renter agrees to refill the equipment back up to full before returning. Renter agrees to use diesel to fill tank to avoid damage to the motor. A \$25 fee plus the cost of diesel will be charged to fill the tank for the renter if returned without a full tank.

Subrogation: Renter will be liable for any court fees, attorney fees and loss of rents incurred by Rocky HD LLC if the Renter damages the equipment to the extent that it is deemed to be un-usable/not functional equipment. Any damage exceeding the security deposit will be settled and collected from the renter directly otherwise a small claim or legal demand will be processed to recoup loss/damages.

Lost items: Renter is responsible for any lost or stolen equipment that comes with the trailer or machine such as chains, tools, locks, keys etc while in their possession. Renter agrees to lock all equipment while not in use to prevent theft. A \$25 minimum replacement fee shall be charged plus the cost of the lost item to replace.

Time overage: \$33 per hour will be charged to the renter if the machine is returned after the stated agreement time for the first 6hrs. After that the renter will be charge another full additional 24-hour rental day rate.

Maintaining: renter is responsible to return items in like conditions. Renter will rinse off any debris during usage. If machine is returned dirty and needing to be cleaned the renter will be charged \$50 cleaning fee.

Lessor liability: Renter agrees that Rocky HD Rentals LLC, it's ownership, management or employees will not be held liable for any personal injury, death, accident or incident arising from the use by the renter of the equipment being rented. Rocky HD will not be held liable for any damages caused using the equipment including but not limited to surface area damage while loading, unloading or while in use of the machine on any premises.

Inspection: Renter agrees that they have inspected all equipment prior to possession and have determined it is in safe operational use and that the equipment is in good condition. Renter agrees to notify attendant of any damage during initial inspection that they don't want to be held liable for. Renter agrees that they will notify the attendant of any damage that occurred during the renters use. Renter may request to be present at final inspection of equipment after returning equipment.

Use limitations: Renter agrees that they will not exceed manufactures weight and load ratings and that any loads including skid steer or mini excavator should be secured properly to ensure they are transported safely and securely.

Waiver of liability: Renter agrees to assume all liability associated to the use of this equipment while in their possession and to hold the lessor harmless in all aspects while the renter is in use and in their possession.