

## TERMS AND CONDITIONS OF RENTAL

### 1. PHYSICAL CONDITION OF RENTAL ITEM(S)

You acknowledge that prior to taking the rental item(s), you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return the rented item(s) to Chuk's Rental LLC in the same condition, except for ordinary wear and tear.

### 2. USE OF THE ITEM(S)

You agree that you are satisfied with the instruction given by us in the proper and safe manner of using the item(s) or that you are so familiar and told us that you were. You further agree that the item(s) will be used only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. You have read and understand all manuals, written operating instructions and warnings as supplied for the equipment.

### 3. RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES

You are responsible for the use of the rented item(s). You assume all risks inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold Chuk's Rental LLC harmless from, and hereby release Chuk's Rental LLC from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from Chuk's Rental LLC negligence, from the defective condition of the item(s) or from any cause. **YOU AGREE THAT NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.**

### 4. RESPONSIBILITY FOR EQUIPMENT

From the time the item(s) is rented out until it is returned, you are responsible for it. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the item(s). If the item(s) is returned not clean, a cleaning fee will be imposed. **FAILURE TO RETURN RENTED PROPERTY UNDER THE TERMS OF THIS CONTRACT MAY SUBJECT THE RENTER TO CRIMINAL PROSECUTION.**

### 5. ITEM(S) FAILURE

You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify Chuk's Rental LLC of the facts. Chuk's Rental LLC agrees in its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you from the obligations imposed by other paragraphs, including 4 and 6. In all events, Chuk's Rental LLC shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rented item(s).

### 6. RETURN OF ITEM(S)

The rented item(s) is Chuk's Rental LLC property and is rented to you subject to this contract for rental charges and for the period of time noted on the reverse side. If you desire to extend the term of this rental beyond the time and date specified on the reverse side under "Due", you must immediately notify us to obtain our approval, the terms for such extension and a modification of this contract.

### 7. CHARGES AND PAYMENTS

Time is money. You are responsible for rental charges from the time the item(s) is "out" as specified on the reverse side until it is returned and other charges hereunder. Return the item(s) promptly, clean and in good condition. You and your representative, agent, or principal shall be responsible for all charges

due Chuk's Rental LLC at all charges hereunder. All charges are due upon return of the item(s) and on demand. If the Renter directs charges be billed to someone other than the Renter, the Renter represents that he/she is an agent of such party and has the right to do so. If the named party does not

make payment when due, the Renter will remain liable for the charges and for the collection and responsibility of the collection fees. If rental charges are not paid within 10 days of the due date, Chuk's Rental LLC at its discretion may recalculate all charges on a daily rental rate basis.

#### 8. COLLECTION COSTS

You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rental item(s) or otherwise in enforcing the terms of this agreement.

#### 9. MODIFICATION OF CONTRACT

This paper represents our entire contract, and there are no collateral, oral, or other agreements outstanding. None of Chuk's Rental LLC's rights may be changed and no extension of the term of this contract may be made except in writing signed by Chuk's Rental LLC and made a part of this contract.

#### 10. DAMAGE WAIVER

If you pay the damage waiver charge as specified, subject to the limitations and exclusions below, Chuk's Rental LLC agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, windstorm, upset, and riot. We exclude from the waiver; however, any loss or damage due to theft, burglary, collision, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to your failure to care for the rental item(s) as a prudent person would his/her own property, such as proper lubrication. If the item(s) is a vehicle or a truck, you are not relieved of liability of accidental damage for the truck container (box) caused by striking a stationary object. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement authorities and furnish us a copy. In addition, if you have insurance for loss or damage, you shall exercise, and shall empower us to exercise, all your rights to obtain recovery under insurance, shall cooperate with Chuk's Rental LLC to obtain recovery and all insurance proceeds shall be given or assigned to Chuk's Rental LLC.

## **CUSTOMER RESPONSIBILITY**

CHECK ALL FLUIDS BEFORE START-UP

INSURANCE, FLAT TIRES, TIRE DAMAGE, REFUELING, GREASING, LUBRICATION,  
DAMAGE TO EQUIPMENT, BATTERY MAINTENANCE, CLEANING

### **FUEL**

ALL EQUIPMENT WILL BE DELIVERED WITH A FULL TANK OF FUEL. CUSTOMER IS  
REQUIRED TO REFUEL EQUIPMENT AT END OF RENTAL USAGE. IF FAILED TO  
REFUEL, CUSTOMER WILL BE CHARGED \$9.00 PER GALLON UPON RETURN.

### **CLEANING**

AFTER RENTAL USAGE CUSTOMER IS REQUIRED TO RETURN THE EQUIPMENT  
CLEAN, CHUK'S RENTAL WILL CHARGE \$100/HR ON EXCESSIVE CLEAN UP.

### **USAGE**

8 HOURS PER DAY, 40 HOURS PER WEEK, 160 HOURS PER 4-WEEKS. EXCESS HOURS WILL  
BE CHARGED ACCORDINGLY.

### **INSURANCE**

The Customer will not be required to obtain insurance, however Customer is responsible for all the damages and excessive clean up fees. He will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law. Customer will use the Equipment for the purpose for which it was designed and not for any other purpose.

Thank You for choosing Chuk's Rental! We appreciate the opportunity and your support for our local business. Please do not hesitate to contact me directly with any questions or concerns you might have.

**Chuk's Rental Representative:**

**PAUL CHUK (360) 606-2910  
CHUKSRENTAL@GMAIL.COM**

