

## **RENTAL TERMS and CONDITIONS**

**RATES:** Rates are based on a maximum of 8 hours per day and 160 hours per four week period. Excess hours will be billed accordingly.

**TERMS:** Payment is due 30 days after the rental billing. Interest charges will apply for late payments.

**DAILY CHARGES:** A day of rent will be charged for each weekday that the equipment is in the RENTER'S possession. Rent stops when the equipment has been returned to the yard of Mecom Equipment LLC unless other written arrangements are made.

**HAULING:** The RENTER pays hauling cost to and from job site.

**INSURANCE:** The renter must provide Mecom Equipment LLC with a certificates on insurance covering comprehensive fire and theft and general liability on rented equipment. Mecom Equipment LLC is to be named as LOSS PAYEE and ADDITIONAL INSURED.

**PRELIMINARY NOTICE:** Mecom Equipment LLC will file a preliminary notice on the job site where the equipment is to be used.

**INDEMNIFICATION RISK OF LOSS:** RENTER agrees to indemnify, defend and hold harmless Mecom Equipment LLC, its employees, its clients and its affiliates from all liabilities, losses, damages, demands, claims, suits, costs and expenses including reasonable legal fees and other expenses of litigation in any way arising out of or related to this rental. RENTER'S violation of law or regulation and/or RENTER'S negligence or other fault, or that of its agents, or employees,, or subcontractors, except for that portion of any losses which are solely attributable to the negligence or willful misconduct of Mecom Equipment LLC. This indemnity specifically covers any claims asserted by RENTER'S employees for personal injury or other loss.

**DAMAGE:** RENTER is responsible for the rental equipment, and will be charged for damage due to abuse, neglect, collision, upset and/or wear from use. When a machine is damaged your current rental charges WILL be ongoing until the necessary repairs have been completed, and the machine is ready for rental.

**REPAIRS:** Mecom Equipment LLC is responsible for all repairs required as a result of normal wear and use, as defined by Mecom Equipment LLC. When a machine is damaged for other circumstances than normal wear and use, your current rental charges WILL be ongoing until the necessary repairs have been completed, and the machine is ready for rental.

**SERVICING:** The renter is responsible for servicing rental equipment according to the manufacturer's service recommendations. Daily lubrication of grease zirks, daily check of oil and coolant levels, oil and filter changes, checks for leaks and inspection of the machine for abnormal conditions are required.

**CONTRACT SERVICING:** For a specified charge, based the particular machine and distance from the yard, Mecom Equipment LLC will contract with renter to perform the required 200 hour monthly machine service. Ask for service rates.

**EDGES & POINT:** The renter is required to replace points and cutting edges before damage is done to the equipment. Wear fee and other applicable fees to apply based on condition/use upon return.