

---SAMPLE---

Attachment B EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement ("Agreement") is effective as of the date of last signature ("Effective Date"), and is made between [INSERT COMPANY NAME], a [INSERT TYPE OF COMPANY I.E. CORPORATION] organized under the laws of [INSERT STATE/COUNTRY], with offices at [INSERT ADDRESS] ("Owner"), and [INSERT INDIVIDUAL NAME] and [INSERT INDIVIDUAL NAME OR DELETE IF ONLY ONE] ("Renter"). Owner and Renter are hereinafter collectively referred to as "Parties". Owner rents to Renter and Renter rents from Owner, subject to the terms and conditions of this Agreement:

1. Term. This Agreement shall commence on the Effective Date and remain in full force and effect until Equipment is returned to Owner. Renter shall return the Equipment on _____, _____, unless terminated earlier consistent with the terms herein.

2. Payment. Renter shall pay the following: \$_____ per day/week/month for _____ \$_____ per day/week/month for _____ \$_____ per day/week/month for _____ \$_____ per day/week/month for _____. Renter may authorize Owner to charge the debit card or credit card on file with Owner an amount equal to all payments and fees due under this Agreement. Renter shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extent allowed by law, including but not limited to: a) charges for optional services, if any; b) applicable taxes; c) loss of, or damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses; d) a _____ charge per _____ for late return of the Equipment or the highest amount allowable under law; e) unless due to the fault of Owner, all fines, penalties, court costs and other expenses relating to the Equipment assessed against Owner or the Equipment during the rental Term; f) all expenses Owner incurs due to Renter's failure to return the Equipment including costs in locating and recovering the Equipment; i) all costs incurred to collect unpaid monies due; and k) twenty-five dollars (\$25.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.

3. Security Deposit. In addition to the fees listed in Section 2, Renter shall pay a deposit of \$_____ at the time this Agreement is signed. Owner may use the deposit to cover any amounts due under this Agreement.

4. Late Payment. If Renter fails to make any installment payment within _____ (INSERT #) days of the due date, Renter shall pay a surcharge of \$_____ per _____ for late payments.

5. Location of Equipment. During the Term, Equipment shall be located at _____, unless expressly agreed otherwise in writing by Owner.

6. Care of Equipment. Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Owner's instructions or manuals.

7. Maintenance. The Contractor, at the Contractor's expense unless otherwise specified in the rental agreement, shall maintain equipment in good mechanical and operating condition and make all repairs and/or replacements of the equipment while in member's possession. Maintenance, repair and replacement of equipment includes, but is not limited to, wearing parts such as milling teeth, cutting edges, scrapers, etc. All routine maintenance shall be completed after normal work hours. The Contractor shall furnish all fuels, oils, lubricants, anti-freeze, water and operating attachments unless otherwise agreed to between the parties and specified in the rental agreement. All cleaning of equipment shall be performed in an environmentally safe manner, away from waterways and drainage courses. The potential for soil and ground water pollution shall be minimized. If petroleum based

cleaners are used, the residue shall be collected and disposed of in accordance with current environmental regulations. If other organic cleaners are used, it may preclude the need for collection and disposal of residue. 8. Risk of Loss. The Contractor shall assume and bear the risk of loss or damage to, or theft of, the equipment and all component parts while the equipment or parts are in possession of member. However, if the member could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the equipment, the Contractor shall not bear the risk of loss. No loss or damage to the equipment shall impair any Contractor or member obligation under any Purchase Order issued as a result of this contract. 9. Insurance. Renter must carry insurance satisfactory to Owner equal to the value of the Equipment to ensure its full replacement, unless agreed otherwise in writing by Owner. 10. Restrictions on Use. Renter shall not: a) permit the Equipment to be used by any person who is not authorized to use such Equipment; b) operate or use the Equipment or permit it to be operated or used in violation of law; c) operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or d) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment. 11. Loss or Damage. Renter shall alert Owner to any damage to the Equipment. Renter shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage to it or repair to it and missing equipment. 12. Condition of Equipment. The Condition of Equipment Checklist ("Checklist") attached is hereby incorporate by reference. Renter acknowledges that Renter has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND 3 DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. 13. Return of Equipment. Renter shall return Equipment on the date specified in Section 1 in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Equipment to the agreed return location. If Equipment is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the Equipment. 14. Termination. This Agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate this Agreement earlier upon notice to Renter. 15. Indemnification and Liability. Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. 16. Ownership. Owner shall at all times retain ownership and title to the Equipment. Renter shall immediately notify Owner in the event Equipment is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any other property. 17. Waiver. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach. 18. Severability. In the event any provision

of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision. 19. Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought. 20. Assignment. Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void. 21. Headings. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement. 4 22. Counterparts. This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing. INSERT OWNER NAME INSERT RENTER NAME _____ Printed Name Printed Name

_____	_____	Signature	Signature
_____	_____	Title	Title
_____	Date	Date	INSERT RENTER NAME _____ Printed Name
_____	Signature	_____	Title
_____	Date		