

Equipment Rental Agreement – Revised Terms and Conditions

This Equipment Rental Agreement ('Agreement') is entered into between Lessor and Lessee. By accepting possession of the equipment, Lessee agrees to all terms and conditions herein.

1. **INSPECTION OF EQUIPMENT:**

Lessee acknowledges inspection of the equipment, acceptance of its condition, and responsibility to inspect the equipment before each use. Any defect shall be reported immediately.

2. **EQUIPMENT MALFUNCTION:**

If equipment becomes unsafe or defective, Lessee shall cease operation and notify Lessor immediately. Lessor may repair or replace the equipment if available. Lessor shall not be liable for project delays, lost profits, consequential, incidental, indirect, or special damages.

3. **NO WARRANTIES:**

Equipment is rented AS-IS. Lessor disclaims all express and implied warranties, including merchantability and fitness for a particular purpose.

4. **LIABILITY AND INDEMNIFICATION:**

Lessee assumes all risks arising from possession, transportation, operation, storage, and use of the equipment and shall defend, indemnify, and hold harmless Lessor from all claims, damages, losses, liabilities, and attorney fees.

5. **AUTHORIZED OPERATORS:**

Equipment may only be operated by trained, qualified, and authorized individuals in compliance with all OSHA and applicable regulations

6. **PROHIBITED USES:**

No illegal use, misuse, overloading, unauthorized modification, operation by unauthorized personnel, or use outside approved locations.

7. **INSURANCE:**

Lessee shall maintain liability insurance and physical damage coverage sufficient to cover the full replacement value of the equipment and provide proof upon request.

8. RETURN OF EQUIPMENT:

Rental charges continue until equipment is physically returned and accepted by Lessor. Equipment shall be returned in the same condition, ordinary wear excepted.

9. DAMAGE, LOSS, AND THEFT:

Lessee is responsible for all damage, loss, theft, vandalism, overturn, misuse, transportation damage, and replacement costs occurring during the rental period.

10. DAMAGE WAIVER:

Any damage waiver is not insurance and excludes theft, abuse, misuse, overloading, unauthorized operators, transportation damage, vandalism, tire damage, and violations of this Agreement.

11. FUEL, BATTERY, AND CLEANING:

Equipment shall be returned fully fueled or fully charged and reasonably clean. Lessor may charge for refueling, charging, cleaning, concrete removal, and debris removal.

12. RECOVERY COSTS:

Lessee shall pay all costs associated with recovering equipment that is stuck, abandoned, disabled, submerged, overturned, or otherwise inaccessible.

13. PAYMENT TERMS:

Lessee shall pay all rental charges, service fees, collection costs, attorney fees, taxes, and applicable late charges.

14. REPOSSESSION:

Upon default, Lessor may recover possession of the equipment to the extent permitted by law. Lessee shall cooperate and pay all recovery costs.

15. TELEMATICS:

Lessee acknowledges equipment may contain GPS, telematics, remote diagnostic, and immobilization technology.

16. ACCIDENT REPORTING:

Any accident, injury, theft, citation, or damage involving the equipment must be reported immediately.

17. ENVIRONMENTAL DAMAGE:

Lessee shall not expose equipment to hazardous materials, corrosives, chemicals, or contamination and shall be responsible for resulting costs.

18. GOVERNING LAW AND VENUE:

This Agreement shall be governed by Texas law. Venue shall lie exclusively in Collin County, Texas or Dallas County, Texas.

19. ATTORNEY FEES:

The prevailing party in any dispute shall be entitled to recover reasonable attorney fees and costs.

20. PERSONAL GUARANTY (BUSINESS RENTALS):

The individual signing on behalf of a business personally guarantees all obligations under this Agreement.

21. ENTIRE AGREEMENT:

This document constitutes the entire agreement between the parties and may only be amended in writing.