

Rental Agreement

1. A&B RENTAL agrees to rent the above described equipment to customer.
2. Customer agrees to pay the cost listed above, and agrees to pay for any and all damages upon return or non-return. Customer agrees to pay additional cost and fees if items are not returned by date/time listed above or for reasons listed below.
3. All rent due hereunder for the rental of the equipment by customer shall be paid in advance at the time these terms are agreed to. Except by section 4.
4. Approved contractor charge accounts, must be paid in full no later than 30 days from invoicing date. Contractor Charge Accounts Application are available at our office.
5. Customer has inspected the above described equipment to be rented by customer and customer accepts full responsibility for the care of the equipment while in customer's possession. Any damage to the equipment other than caused by reasonable wear and tear, shall be customer's responsibility and shall be repaired or replaced by A&B RENTAL at customer's sole cost and expense, including reasonable attorney's fees.
6. Customer will be responsible for the replacement at full retail value of any equipment rented under this agreement, but not returned to A&B RENTAL, including reasonable attorney's fees.
7. Customer agrees to return to A&B RENTAL all equipment rented under this agreement in a clean and in the same working condition to avoid charges for which customer will be responsible.
8. Fuel fees: Large Equipment rentals must be refueled prior to return, fuel fees are as follow \$50.00 Surcharge plus \$Price Per Gallon\$. Cleaning fees: Equipment is expected to be returned in the same condition as received by customer, fees range between \$50.00—\$200.00.
9. Customer agrees to return equipment on the agreed return date and time, in the event customer would like to extend the rental period they MUST CALL to see if the rental period is available. Failure to call and arrange with the office will result in a fee of 2x the daily rental cost.
10. Afterhours Drop Off is available, Customer agrees to complete the afterhours drop-off form at the time of drop-off Failure to complete this form will result in a \$50.00 Fee.
11. Customer agrees to hold harmless and indemnify A&B RENTAL and its owners, agents, and employees for any loss or damage, including any that results from all, and all manner of, claims, actions, causes of action, property damage, and/or demands whatsoever related to the use, misuse or abuse of the equipment rented under this agreement.
12. Customer understands that there are inherent and other risks involved in the activity for which this equipment is to be used, that injuries and possible death are a common occurrence of the industry, and customer freely assumes those risks including the risk of injury or death to themselves and to third persons and of damage to customer's property and property of others.
13. Customer acknowledges that it is forbidden to operate all rented equipment under the influence of alcohol, narcotics, and/or mind altering or illegal substances.
14. A&B RENTAL recommends that all customer's wear ANY AND ALL APPROPRIATE PPE (PERSONAL PROTECTIVE EQUIPMENT)
15. Customer agrees that only the person(s) to whom the equipment is rented shall use the equipment and the equipment shall remain in the customer's possession during the term of the rental agreement.
16. Customer will hereby release, remise, and forever discharge A&B RENTAL and its owners, agents, and employees from any and all liability from damage and injury or death to customer and/or to any other person and/or property resulting from negligence, installation, maintenance, selection, adjustment, and/or use of the equipment rented here under, or any other fault, accepting full responsibility for any and all such damage and/or injury/death which may result there from.
17. For any contract or other action against A & B RENTAL the damages are limited to the amount of rental fee only. Customer agrees that no consequential damages can be collected.
18. Customer is responsible for all traffic violations.
19. A & B RENTAL does not provide insurance coverage for rented equipment.
20. The parties agree and understand that if any clause or phrase of this agreement is unenforceable or invalidated by law, the rest of the agreement is to remain in full force and effect.
21. By agreeing to the terms, customer certifies that they are 19 years of age or older.
22. Customer agrees they have the knowledge and experience to operate the listed rental equipment including safe transport procedures. Customer, intending to be legally bound and in consideration of the equipment provided for customer's use, have read and understand the rental and release agreement above and agree

to be bound by all of the above terms and conditions including the limitation of liability of ABAL Enterprise, LLC DBA A & B RENTAL.