



HEAVY EQUIPMENT RENTALS

162 McIntyre Road Suite D ~ Frankfort, N.Y. 13340

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This AGREEMENT by and between EARTHWORKS UNLIMITED, INC., (the Lessor) and the following Customer (the Lessee):

Customer: _____ Rep: _____ Contact: _____

Billing Address: _____

Phone #: _____ email: _____ Cell #: _____

Job Address: _____

Directions: _____

Tax Exempt: _____ Ins Exp: _____ Cash: Check: ACH: \$5.00 fee Credit Card: 3.3 % fee

WHEREAS, the Lessor is the owner of certain equipment and machinery which it desires to rent to the Lessee and WHEREAS, The Lessee desires to rent from the Lessor said equipment and machinery: NOW, THEREFORE, IT IS MUTUALLY AGREED: That the Lessor hereby rents to the Lessee and the Lessee hereby hires the following equipment as specified:

Equipment: _____ Asset #: _____ S/N: _____

Start Date: _____ Start Hour Meter: _____ End Date: _____ End Hour Meter: _____

Rental Rate: _____ Per*: _____ (X): _____ Subtotal: _____ Tax %: _____ Tax: _____ pmt fee: _____

***1 day= 24 hr period, up to 8 hrs use. *1 wk= 7 day period, up to 40 hrs use. *1 mo= 1 calendar mo, up to 160 hrs use.**

Rental charges from machine pickup date until return date. A pro-rated additional charge will be made for hours used or days machine kept above those indicated herein. **A ReFueling Fee of \$7.00 per gallon will be charged if Equipment is Returned Less than Full.** _____ . INIT

**** YOU WILL BE CHARGED FOR ANY DAMAGES TO EQUIPMENT, YOU INCUR WHILE OUT ON RENTAL** _____ . INIT

| | | |
|------------------------------|----------------------|--|
| Insured Value: _____ | Transporter: _____ | |
| Transportation Method: _____ | Transport Fee: _____ | Customer Pays Transporter Directly: <input type="checkbox"/> |
| Total Amount Due: _____ | Amount Paid: _____ | Amount Still Due: _____ |

Lessee agrees the Lessor shall not be liable for any property damage or for any personal injury, including death, sustained or suffered by any person, firm, entity or corporation in connection with the operation or installation of said machinery and equipment nor for any loss, delay or damage resulting from defects in, accidental breakage of, or inefficiency of said machinery. Lessee agrees to assume all risk and liability for, and agrees to indemnify, save and hold Lessor harmless from, all claims and liens, all loss or damage to the equipment and all loss, damage, claims, penalties, liability and expenses, including attorney's fee, howsoever arising from or incurred because of the use, operation or storage of said machinery or equipment.

The Lessee agrees to: (1) Pay Earthworks Unlimited in full before each daily, weekly or monthly rental period being charged for, begins. (2) Pay Earthworks Unlimited 2% per month interest on all late payments, and a \$30.00 service charge for any returned checks. (3) Pay all Transportation charges from the point of delivery to the destination and return unless otherwise stipulated. (4) Properly grease and maintain coolant and oil levels in the equipment, operate the equipment only in conditions and in a manner considered normal for it, and have the equipment operated only by a qualified operator. Change oils and filters at proper hourly intervals. (5) Comply with all safety and other laws during operation of the equipment. (6) Lessee shall notify Earthworks Unlimited of any change in the location of the equipment. (7) Keep the equipment in good working condition and return it in a good condition as received, including tires and tracks, excepting normal wear and tear. (8) Keep the equipment free and clear of all liens and encumbrances and not to sublease it. **(9) Provide a minimum of \$500,000 general liability coverage insurance and physical damage with a maximum of \$1,000 deductible. Earthworks Unlimited Inc. must be covered as an additional insured and named as loss payee.** (10) **Keep the equipment reasonably clean during operation and CLEAN IT BEFORE THE LEASE EXPIRES.** (11) Get permission from Lessor before any repairs to the equipment. (12) Release the machine immediately without legal process to Lessor if in Lessor's sole judgment Lessee fails to abide by any terms in agreement. (13) **Pay all cost Lessor incurs for recovery, loading, trucking, repairs, cleaning, liability, etc., resulting from getting the machine mired or the failure of Lessee to abide by any terms of this agreement.** (14) Pay all cost Lessor incurs for collection costs in the event of untimely payments. (15) Pay all applicable sales, use, and other taxes. (16) Any Rental Purchase option must be so stated herein, and all repair costs borne by Lessor will be added to the purchase price. (17) Failure to comply with any part of this agreement shall cause any Rental Purchase option to become null and void.

IN WITNESS WHEREOF, the parties have caused this lease to be signed by their duly authorized representatives as of this day:

(Date)

(Earthworks Unlimited, Inc.)

(Lessee)