

**TERMS AND CONDITIONS OF BARE RENTAL AGREEMENT**

**INDEMNIFICATION:** LESSEE agrees that the equipment and all persons operating such equipment are under Lessee's exclusive jurisdiction, supervision and control and agrees to indemnify and save LESSOR, its employees and agents free and harmless from any and all claims for death or injury to persons and from any and all loss for damage to property including the rental equipment. arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs and expenses, and any and all claims resulting from the use of the equipment, including all court and/or arbitration costs, filing fees, attorney's fees and costs of settlement.

**INSURANCE:** Physical loss and damage is the Lessee's responsibility. Lessee agrees, because the equipment is in his care, control and custody. to deliver to the Lessor upon the start of the rental period, a Certificate of Insurance to include General Liability coverage of \$1,000,000, blanket contractor's equipment coverage for all risk physical loss in an amount equal to the replacement cost of the rented equipment and an Additional Insured Endorsement that names ECCO Equipment Corporation as an additional insured, but with ECCO not liable for the payment of any premiums. Insurance shall be with companies acceptable to ECCO and such insurance may not be canceled without 30 days written notice to ECCO. If Lessee for any reason does not obtain any such insurance, the failure to do so shall constitute an agreement by Lessee to indemnify ECCO against any and all loss which such insurance would otherwise have covered.

**WARRANTY:** There are no express warranties or implied warranties to fitness for a particular purpose. The equipment covered by this agreement is in good operating condition suitable to do the work for which it is designed. Lessor's liability is limited to repair of any defects in the equipment which Lessor determines occurred under normal use. If the equipment covered by this agreement is returned in damaged or excessively worn condition, Lessee shall pay to Lessor the reasonable cost of repair. The following shall not be deemed reasonable wear and tear. Damage resulting from lack of lubrication or maintenance of necessary oil, water, proper fuel, and air pressure levels; damage resulting from lack of normal servicing or preventive maintenance as noted in the manufacturer's operation and maintenance manual; or operating the equipment while tow on any lubricant or coolant, excessive fuel pressure or dirty filters; damage resulting from collision, overturning or improper operation of the equipment, including overloading or exceeding the rated capacity of the equipment; damage in the nature of dents, bending, tearing, straining and misalignment to the equipment or any part thereof; or damage resulting from jobsite vandalism. Mechanic's time for damage repair, travel time and for modification requested by Lessee shall be billed at the current hourly rates. Parts and outside repairs shall be invoiced at cost plus handling charge. Lessee represents and warrants that Lessee is the sole responsible excavator and Lessee accepts responsibility for supervising and directing excavation performed near any pipeline, electrical lines or other subsurface installation whether known or unknown to the Lessee. Lessee shall maintain a record of all notifications by excavators and operators to the region notification center for a period of not less than three years.

**EQUIPMENT SERVICE:** Lessee is responsible for normal equipment servicing including but not limited to checking fuel levels, all fluid levels, tire pressures, track adjustment and greasing equipment. Lessee is responsible for changing engine oil and filters every 250 service meter hours.

**WEAR ITEMS:** Lessee is responsible for ground engaging tools (bucket teeth, cutting edges, etc.). Equipment is furnished with ground engaging tools in a serviceable condition and must be returned in like condition or additional charges will be due. Lessee shall be invoiced for replacement or repair costs for tire cuts, tears, separation, puncture and bruises and for excessive tire wear or undercarriage wear. Allowable tire wear is 2/32" per tire, per month. Allowable undercarriage wear is 5% per month.

**RENTAL RATES, BARE RENTAL:** When monthly rate is quoted and the rental period is for less than one month, rental is charged at the weekly rate if the period is for one week or more. If the rental period is for less than one week, rent is charged at the daily rate. A work day is defined as eight (8) hours in a twenty four (24) hour period, a week is defined at forty (40) hours in a seven (7) day period and a month is defined as one hundred seventy six (176) hours in a thirty (30) day period. Equipment worked in excess of the hours stated will be invoiced at the appropriate rate for the number of excess hours worked. Rental shall begin on the date shipped and shall run consecutively through the date that Lessor is advised that the equipment is released by Lessee to Lessor.

**TERMS OF PAYMENT:** Full payment for all charges is due upon billing. Thirty (30) days after billing all past due accounts are subject to interest at the legal rate chargeable in the State rented. If rental is not paid when due, or if Lessee fails to comply with any of the terms and conditions herein, Lessor may at it's option, terminate this agreement and at Lessee's expense, enter upon the premises where equipment is stored, take possession of the equipment without previous notice or demand and return it to Lessor's premises. In the event ECCO has to file suit to collect these sums due, Lessee agrees to pay to ECCO, in addition to all other sums, reasonable attorney's fees and the cost of litigation.

**MOVING EQUIPMENT:** Moving equipment on and off jobsites is charged at the amount quoted. Lessee may move the equipment at his own expense. NO EQUIPMENT SHALL BE MOVED WITHOUT PRIOR NOTICE TO LESSOR.

The undersigned accepts and agrees that the terms and conditions for bare rental of equipment from ECCO Equipment Corporation shall apply to any and all rentals and are made a part of each and every rental contract.

COMPANY NAME \_\_\_\_\_ BY \_\_\_\_\_  
*(Owner or Authorized Agent)*

DATE \_\_\_\_\_ TITLE \_\_\_\_\_

ECCO EQUIPMENT CORPORATION BY \_\_\_\_\_

DATE \_\_\_\_\_ TITLE \_\_\_\_\_