

Berube Equipment Rental

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207-756-4115



Berube Equipment Rental Agreement Terms and Conditions

1. **INSURANCE REQUIREMENT.** The Lessor shall require that the Lessee: **Have** insurance of the following types to rent the Equipment:
 - **Workers Comp/Disability Insurance.** The Lessee shall be required to maintain liability insurance for workers and other persons that may be operating, handling, or transporting the Equipment during the Lease Term. Such insurance is intended to indemnify and hold harmless the Lessor from any and all wrongdoing in connection with the injury of any person in the operation of the Equipment.
 - The Lessee is recommended to insure the Equipment for its damage or replacement.
 - The Lessee is not required to have or hold insurance on the Equipment. Although, the Lessor shall be held harmless and indemnified from all wrongdoing in connection with any injury of any person in the operation of the Equipment. Lessee shall be financially responsible for any damage done to the machine during rental period.
2. **LOSS OR DAMAGE:** The Lessee assumes all risk of loss or damage to the Equipment from any cause and agrees to return it to the Lessor in the condition received, except for wear and tear, unless otherwise provided in this Agreement. If the equipment is damaged or lost due to vandalism, theft, or improper use by the lessee, the Lessor shall have the option of requiring the Lessee to either repair the Equipment to a state of good working order or to replace the Equipment with like-equipment and in equal condition. The final decision for approval of any lost or damaged Equipment will be ultimately up to the Lessor. The lessee shall hold harmless and indemnify the lessor from all claims, causes, actions, lawsuits, or damages arising out of the use of the equipment.
3. **NO WARRANTY.** The Lessor makes no warranties, expressed or implied, as to the equipment leased. The Lessee assumes responsibility for the condition of the Equipment once received and accepted.
4. **DELIVERY:** Berube Equipment will deliver and pick up the Equipment, Customer agrees to pay a Delivery and Pickup Service Charge on the invoice. The Lessee shall inspect each item and part of the Equipment upon delivery and pursuant to this Agreement. The Lessee shall have twenty-four (24) hours from the delivery date to inform the Lessor of any discrepancies.
5. **REPAIRS AND MAINTENANCE.** The Lessor makes no warranties, expressed or implied, as to the equipment leased. Once it is delivered and accepted, the Lessee assumes responsibility for the condition of the Equipment. The Lessee shall be responsible for daily maintenance prescribed in the owner's manual such as lubricating machine and checking fluids. If equipment shall need repairs beyond standard daily maintenance, Lessee shall be responsible if it is determined the failure happened due to lessee failure to conduct daily maintenance or misuse of the equipment. If it is determined the repairs were caused by improper use by lessee, lessee shall be charged a service and parts fee. If lessee is unable to perform daily maintenance, lessor shall perform maintenance with a service fee of \$250 per visit to job site.
6. **NOTICE FOR RENTAL OF A MOTOR VEHICLE:** THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE. A DAMAGE WAIVER (or "Rental Protection Plan") TO LIMIT CUSTOMER'S FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE MOTOR VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, CUSTOMER MAY WISH TO DETERMINE WHETHER CUSTOMER'S OWN INSURANCE GIVES CUSTOMER COVERAGE. THE PURCHASE OF THIS DAMAGE WAIVER IS NOT MANDATORY, AND MAY BE WAIVED OR DECLINED BY CUSTOMER.
7. **REFUELING SERVICE CHARGE:** Customer is required to return the Equipment with a full tank of fuel. If Customer returns the Equipment with less than a full tank of fuel, Customer agrees to pay a Refueling Service Charge at a \$7.00 per gallon rate applicable at the time Customer returns the Equipment. For additional information, see the Rental and Service Terms.
8. **A CLEANING CHARGE: WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT AT A FEE OF \$200.00. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS AND TOLL TRANSPONDERS.**
9. **NON-SUFFICIENT FUNDS- FAILURE TO PAY: NON-SUFFICIENT FUNDS.** The Lessee shall be charged **\$50.00** for each check that is returned to the Lessor for lack of sufficient funds.
10. **LATE CHARGES:** If any amount of lease payment is late under this Agreement of more than **5** day(s), the Lessee will be obligated to pay a late fee of **\$50.00** for each **Day** that Rent is late. If the lessee wishes to extend the "pick up date" outlined on

day 1 of the agreement, the lessee shall give the lessor 3 days prior notice, and pay in advance for the additional time commencement of the new rental term. All of the terms and conditions of the rental agreement shall continue and be applicable should the lessee not return the equipment on the due date.

11. **DEFAULT.** The occurrence of any of the following shall constitute a default under this Agreement: Failure of Payment. The failure of the Lessee to make a required payment under this Agreement; Violation of Agreement. The violation of or breach of any provision of this Agreement that is not corrected within five (5) business days after written notice has been received; Bankruptcy. The insolvency or bankruptcy of the Lessee; and Seizure. The subjection of any of the Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or government agency. If the Lessee shall default under this Agreement, and without notice to or demand on the Lessee, the Lessor may take possession of the Equipment as provided by law with the right to deduct the costs of recovery, including any attorney's fees and legal costs, in addition to any repair or other costs to obtain the Equipment and bring to the same condition as the Lessee received upon initial delivery.
12. **ASSIGNMENT.** The Lessee is strictly prohibited from assigning or subletting the Equipment in any manner unless written consent is given by the Lessor. In addition, the Equipment may not be used by any person or associate other than the Lessee and their agents, employees, and subcontractors.
13. **SEVERABILITY.** If any portion of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
14. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws located in the State of **MAINE**.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. This Agreement replaces any and all prior agreements made between the Parties.
16. **EXECUTION.** Lessee and Lessor each represent and warrant to the other that each person executing this Agreement on behalf of each party is duly authorized to execute and deliver this Agreement on behalf of that party.

READ BEFORE SIGNING: By signing below, Customer: (i) agrees that Customer has received, read and agreed to the Rental and Service Terms and the optional Rental Protection Plan ("RPP") Terms (if the RPP is applicable) in effect as of the latest date below, both of which are amended from time to time. This Agreement; (ii) authorizes Berube Equipment Rentals to charge the payment method provided per the above-referenced terms; and (iii) acknowledges that the Equipment is in the condition as stated on the condition report(s). It is Customer's responsibility to review these terms and conditions from time to time for updates and changes. By agreeing to the Terms, you agree (1) to indemnify and hold harmless Berube for losses relating to this transaction and any damages to the equipment; (2) that Berube Equipment Rentals liabilities are limited, and (3) that Berube Equipment Rental makes no warranties as the equipment's merchantability, quality or fitness for a particular purpose; as well as other Terms affecting your rights.

X _____ X
CUSTOMER SIGNATURE Date

NOTICE: By accepting delivery of the Equipment listed above or making payment(s) to Berube Equipment Rental listed above, Customer agrees to be bound by the Rental and Service Terms, even if the Rental and Service Agreement has not been fully executed.