

Berube Equipment Rental

1040 US RT 1 Saco Maine 04074-9106

207-756-4115

Customer Information:

Phone#:	Date:
----------------	--------------

Job Location:

--



Rental Items:

Qty Equipment Description Minimum Day Week Month Ext
Amt:

1	Make: Model:					Total
	Serial# Meter Out:					
Rental Terms:				Rental Subtotal		
Delivery Date:		Pickup Date:				

Sales/Misc Items:

Qty Item Price Delivery/Pickup Date Ext
Amt:

1	Delivery charge				
1	Pickup Charge				
			Sales/Misc Total		
CLEANING CHARGE MAY APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT. THE CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE INCLUDING TIRES. MISSING KEYS. A REFUELING SERVICE CHARGE WILL BE APPLIED TO ALL UNITS NOT RETURNED FULL OF FUEL			Contract Subtotal		
			Rental Protection		
			Estimated Total		
			Payment Due at Signing		

READ Page 2 & 3 BEFORE SIGNING: By signing below, Customer: (i) agrees that Customer has received, read and agreed to the Fixed Lease/Rental and Service Terms attached hereto 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 Berube for losses relating to his transaction; (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 _____
Customer Signature Date

Berube Equipment Rental Agreement Terms and Conditions Page 2

1. **INSURANCE REQUIREMENT.** The Lessor shall require that the Lessee: (check one) **Have** insurance of the following types to rent the Equipment:
 ___ **Workers Comp/Disability Insurance.** The Lessee shall be required to maintain liability insurance of at least \$[_____] 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.
 ___ **Casualty Insurance:** The Lessee shall be required to insure the Equipment in an amount of at least \$[ENTER AMOUNT] for its damage or replacement.
 ___ **Other:** IS REQUIRED TO CARRY RENTERS INSURANCE OR A CHARGE OF 15% OF THE RENTAL AMOUNT WILL BE CHARGED.
 ___ **NOT** be 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. **OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE.** The Rental Protection Plan is only available to direct commercial customers. Upon accepting the optional Rental Protection Plan, Customer agrees to pay a charge equal to **15%** of the rental charges on the Equipment Customer wants covered by the Rental Protection Plan. In return, Berube Rentals agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Rental and Service Terms.
I hereby accept the optional Rental Protection Plan _____

I hereby decline the Optional Rental Protection Plan _____
3. **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.
4. **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.
5. **DELIVERY:** Berube Equipment will deliver and pick up the Equipment, Customer agrees to pay a Delivery and Pickup Service Charge prescribed on page 1 of this agreement. 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.
I hereby accept the pickup and delivery charge _____
6. **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. _____
7. **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.
I hereby accept the optional Damage Waiver _____

I hereby decline the optional damage waiver_____

8. **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.

I hereby accept that if I return the machine not full there will be an additional Refueling Service Charge_____

9. **A CLEANING CHARGE: WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT AT A FEE OF \$150.00. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS AND TOLL TRANSPONDERS.**

I hereby understand and accept this term & condition_____

10. **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. _____
11. **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. _____
12. **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.
13. **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.
14. **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.
15. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws located in the State of **MAINE**.
16. **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.
17. **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.