

TINGEY RENTALS

EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement ("Agreement") is effective as of the date of last signature ("Effective Date"), and is made between Marc J Tingey Enterprises Inc. (DBA-Tingey Rentals), a Rental Company organized under the laws of Utah (USA) with its office located in Farmington, UT. ("Owner"), Marc J Tingey Enterprises Inc.(DBA-Tingey Rentals), and _____ ("Renter"). Owner and Renter are here in after collectively referred to as "Parties".

Owner rents to Renter and Renter rents from Owner, subject to the terms and conditions of this Agreement:

("Equipment") Please initial Equipment rented

- *2021 Tractor (LS MT125 with attached LS LL1101 Loader) _____
- *2021 Tractor (LS MT125 with attached LS LL1101 Loader and Backhoe LB1107) _____
- *2021 Tractor (LS MT125 with attached LS LL1101 Loader and 48" 3pt Box Blade leveler) _____
- *2021 Tractor (LS MT125 with attached LS LL1101 Loader and 48" Tiller) _____
- *2021 Dump Trailer (70SR-10-5WDD) SN#16V1D1428M5056193) _____
- *2021 Dump Trailer (70SR-10-5WDD) SN#16V1D1428M5056193) + Aluminum 3,000 lb. ramps _____
- *2021 Flatbed/Utility Trailer with chains and chain binders to transport tractor/equipment _____

1. Term. This Agreement shall begin on the effective date: _____/time:_____, and remain in full force and effect until Equipment is returned to Owner. Renter shall return the Equipment on date:_____/time:_____, unless terminated earlier consistent with the terms herein.

2. Payment. Renter shall pay the following: (5% cash discount)

\$200.00 per day for (1) day rental for Tractor, Loader + 1 attachment, and transport trailer

\$175.00 per day for (2) day rental for Tractor, Loader + 1 attachment, and transport trailer

\$150.00 per day for (3+) day rental for Tractor, Loader+1 attachment, and transport trailer

\$75.00 per day for dump trailer (5300 lbs. max capacity)-(GVWR 7000 lbs.)-hitch is 2-5/16 inch

\$50.00 per day for dump trailer with Tractor rental

\$5.00 per day for adjustable 2-5/16 locked receiver hitch per day

Renter authorizes Owner to charge the debit card or credit card on file or in person for the amount equal to all payments and fees due under this Agreement.

Renter shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extent allowed by law, including but not limited to:

- a) charges for optional services, if any;
- b) applicable taxes;
- c) loss of, or damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
- d) a \$25.00 charge per **hour** for late return of the Equipment or the highest amount allowable under law;
- e) unless due to the fault of Owner, all fines, penalties, court costs and other expenses relating to the Equipment assessed against Owner or the Equipment during the rental Term;
- f) all expenses Owner incurs due to Renter's failure to return the Equipment including costs in

locating and recovering the Equipment;

g) all costs incurred to collect unpaid monies due; and

h) twenty-five dollars (\$25.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.

3. Full Fuel. If Renter is leasing a tractor, the Renter is responsible to return the tractor full of diesel fuel. Any Renter that fails to return the tractor full will be charged a \$5.00/per gallon to compensate business for time and fuel cost.

4. Payment. Payment in full including a credit card on file is required at the time of rental.

5. Location of Equipment. During the Term, Equipment shall be located at _____, unless expressly agreed otherwise in writing by Owner.

6. Care of Equipment. Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Owner's instructions or manuals.

7. Repair and Alterations. The costs of all repairs made during the Term shall be paid by Renter, including but not limited to labor, material, parts and other items. Equipment shall not be serviced or repaired, and parts and accessories shall not be replaced without Owner's prior consent.

8. Insurance. Renter must carry insurance satisfactory to Owner equal to the value of the Equipment to ensure its full replacement, unless agreed otherwise in writing by Owner.

9. Restrictions on Use. Renter shall not:

a) permit the Equipment to be used by any person who is not authorized to use such Equipment;

b) operate or use the Equipment or permit it to be operated or used in violation of law;

c) operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or

d) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

8. Loss or Damage. Renter shall alert Owner to any damage to the Equipment. Renter shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage to it or repair to it and missing equipment.

9. Condition of Equipment. The Condition of Equipment Checklist ("Checklist") attached is hereby incorporate by reference. Renter acknowledges that Renter has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

10. Return of Equipment. Renter shall return Equipment on the date specified in Section 1 in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Equipment to the agreed return location. If Equipment is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the Equipment.

11. Termination. This Agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

12. Indemnification and Liability. Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Ownership. Owner shall always retain ownership and title to the Equipment. Renter shall immediately notify Owner in the event Equipment is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Equipment shall be always deemed to be personal property, whether or not it may be attached to any other property.

14. Waiver. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

15. Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

16. Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting, or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

17. Assignment. Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

18. Headings. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

19. Counterparts. This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

Checklist of any equipment issues/damage beyond normal wear and tear listed below BEFORE rental:

Tractor: _____
Loader: _____
Backhoe: _____
Box Blade: _____
Tiller: _____
Dump Trailer: _____
Flat Bed/Utility Trailer: _____

Instruction checklist of equipment on Tractor, Loader, Backhoe, 3-point attachments, trailers:

Tractor:

- 1) Break/parking, Ignition, Throttle, 2WD/4WD, High/Low/Neutral, 3-point attachment/PTO, Loader lock, Headlights/blinkers, ROP/seatbelt, Seat swivel for backhoe, loading/tie down-chains, Hydro trans, loader controls, Backhoe controls/transport hooks, diesel gas/fuel is full.

- 2) Dump trailer brakes, hook-up, ball size for receiver, end gate, hydraulic function/max lift, max trailer load, ramp positions

Equipment Insurance:

Property Damage Insurance: Coverage Cost \$15/day

***Coverage**

- 1) Up to \$2,500.00 damage of equipment rented
- 2) Deductible \$250 per item rented
- 3) Covers Tractor, Loader, Trailer, 3 point or PTO implements, and adjustable hitch.

Initial for coverage _____ Initial to deny coverage _____

Total Charges:\$

Owner: Marc J Tingey Enterprises Inc.(DBA-Tingey Rentals)

Signature: _____ Date: _____

1) Renter/Responsible Party: _____

Signature: _____ Date: _____

2) Renter/Responsible Party: _____

Signature: _____ Date: _____

UPON RETURN:

- 1) Final Tractor Check:
 - a. Ignition/Throttle
 - b. 2WD/4WD-H/L/N
 - c. 3-point attachment
 - d. Loader function
 - e. PTO/Backhoe function
 - f. Transmission function
 - g. Full of fuel
 - h. Damage beyond normal wear and tear
- 2) Final Trailer Check:
 - a. Broken taillights
 - b. Dents/scratches beyond original wear and tear
 - c. Ramps and ball hitch are returned if taken with tractor/dump trailer
 - d. Function of Hydraulic lift

Checked in by: _____ Date: _____