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Equipment Rental Agreement

THIS AGREEMENT, made the _____ day of _____, _____, by and

between _____ called the Rentee, and PPP, Inc., hereafter called the Rentor.
Rentee and Rentor, for the consideration hereafter names, agree as follows:

Under the General Conditions of Equipment Rental attached to this sheet, Rentor hereby rents to Rentee all equipment names and identified in the following "List of Equipment", for use at such location and at such rental rate for such time as is therein stated. Lessor shall furnish such equipment in operative condition.

General Conditions of Equipment Rental Agreement

The condition of rent here below stated, together with the Agreement set forth on the reverse side of this sheet, constitute a contract between the parties therein names which contract is hereafter referred to as "this Agreement".

- 1) RENTAL PERIOD.** *The Rental period shall cover all time consumed in possession of equipment, including use and transportation, and will be measured in full day (24 hours), week and weekend increments.*
- 2) RENTAL CHARGES.** *Rentee shall pay rental for the entire Rental Period on each article of equipment named in the List of Equipment, at the rate therein stipulated and in accordance with the following:*
 - a. *Daily Rentals: The customer will be able to pick up rental equipment at 7 AM each morning (if the desired equipment is available). All rented equipment must be returned within a 24 hour period, the following day. Equipment that is NOT returned by the time it is due back will be subject to a "Late Fee" (see below).*
 - b. *Weekly Rentals: Priced at 7 days minimum. Customer will not be credited for returning equipment before the end of the agreed rental days.*
 - c. *Rental rates shall not be subject to deductions for any non-working time during the rental period. There will be no credit for inclement weather. Such as rain, flood, high winds, overcast, strong humidity, snow etc.*
- 3) PAYMENT.** *The rental for any and every item of equipment described in the List of Equipment shall be the amount therein designated and will be due on the date stipulated by the Rentor. a.*
- 4) CANCELLATION FEE.** *Rentee must inform Rentor of desire to adjust, or cancel, the arranged dates/ times of the Rental Agreement before the twenty-four (24) hours preceding the established time of pick- up. Any failure to do so, or notice thereafter, will result in a \$25 Cancellation Fee.*

- 5) LATE FEES.** Any equipment not returned at the agreed time, between Rentor and Rentee, will be subject to a late fee. Rentee will be responsible to pay a late fee after the allowed grace period. Late fee will be 25% of the daily rental rate per hour. Rentee will be charged the full daily rental rate if the equipment is not returned within 4 hours from when the equipment is due back.
- 6) RECALL NOTICE.** Rentor may recall any or all equipment at any time. Verbal or written notice will suffice.
- 7) MAINTENANCE AND OPERATION.** Rentee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless or unusually or needlessly rough usage; and Rentee shall at his own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it to Rentor, "ordinary wear and tear" (as mentioned below) resulting from proper use thereof alone expected.
- 8) DAMAGED EQUIPMENT; REASONABLE WEAR AND TEAR.** If the Equipment is returned in a damaged or excessively worn condition. Rentee shall pay Professional Pavement Products, Inc. the reasonable cost of repair and/or replacement. Reasonable wear and tear shall mean only the normal deterioration of the Equipment caused by an ordinary and reasonable use basis. The following shall not be deemed reasonable wear and tear: damage resulting from any overturning or improper use or operation of the Equipment including overloading or exceeding the capacity of the Equipment; damage from dropping and staining of the Equipment or any part thereof, and wear resulting from excess use.
- 9) ACCESSORIES.** Some equipment accessories will not be provided by the Rentor, including but not limited to airless tip and tip-guard for airless striping machine. It will be the Rentee's responsibility to purchase these items for use with the rented equipment. Only paint sold by Professional Pavement Products, Inc. (Prostripe Plus, Prostripe MX, Prostripe CR, etc.) may be used in the rented airless paint machine.
- 10) REPAIRS.** Equipment must be returned to Rentor in the same condition as it was rented. Customer is responsible for the repair of any damage beyond reasonable wear and tear. If breakdown occurs, it is the Rentee's responsibility to bring it to Professional Pavement Products, Inc. for repair. The Rentor is not responsible for the expense of down time caused by breakdown.
- a. Rentee is responsible for cost of repairs due to damage to the equipment while in the Rentee's possession as listed on the rental agreement. Rentee authorize Professional Pavement Products to charge Rentee's credit card or house account for cost of repair up to replacement value of equipment if returned damaged.
- 11) MAINTENANCE/CLEANING FEE.** A minimum of a \$55.00 cleaning fee may be charged if the rented machine is returned without proper cleaning. All equipment will be inspected upon return to the Rentor.
- 12) OPERATORS.** Unless otherwise mutually agreed in writing, Rentee shall supply and pay all operators on the equipment during the Rental Period. All operators shall be competent and knowledgeable of how to operate equipment. Rentee shall provide and pay for all workmen's compensation insurance and all payroll taxes required by law and applying to such operators and workmen.
- 13) INDEMNITY.** Rentee shall indemnify Rentor against, and hold Rentor from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from the equipment or Rent, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Rentee shall further indemnify Rentor, and hold Rentor harmless from all loss and damage to the equipment during the rental period. Rentee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Rentee's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling or transportation of the equipment during the Rental Period.

- 14) RISK OF LOSS.** *Rentor shall not be responsible for loss or damage to property, material or equipment belonging to Rentee, its agents, employees, suppliers, or anyone directly or indirectly employed by Rentee while said material property or equipment is in Rentor's care, custody, control or under Rentor's physical control. Rentee is encouraged to obtain appropriate equipment, materials or insurance to secure against such risk of loss. Rentee and its insurers waive all rights of subrogation against Rentor for such losses.*
- 15) INSURANCE.** *Rentee shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof; and shall carry public liability and property damage insurance covering the equipment and its operation and handling.*
- 16) OWNERSHIP.** *Rentor shall at all times retain ownership and title of the equipment. Rentee shall give Rentor immediate notice in the event that any of said equipment is levied upon or is about to become liable or is threatened with seizure, and Rentee shall indemnify Rentor against all loss and damages caused by such action.*
- 17) DEFAULT; REMEDIES.** *If (a) Rentee shall default in the payment of any rent or in making any other payment hereunder when due, or (b) Rentee shall default in the payment when due of any indebtedness of Rentee to Rentor arising independently of this rental agreement, or (c) Rentee shall default in the performance of any other covenant herein and such default shall continue for five days after written notice hereof to Rentee by Rentor, or (d) Rentee becomes insolvent or makes an assignment for the benefit of creditors, or (e) Rentee applies for or consents to the appointment of a receiver, trustee or liquidator of Rentee or of all or a substantial part of the assets of Rentee under the Bankruptcy Act, or any amendment thereto (including, without limitation, a petition for reorganization, arrangement or extension) or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law. Rentor shall have the right to exercise any one or more of the following remedies.*
- a. To declare the entire amount of rent hereunder immediately due and payable as to any or all items of the equipment, without notice or demand to Rentee.*
 - b. To sue for and recover all rentals, and other payments, the accrued or thereafter accruing, with respect to any or all items of the equipment.*
 - c. To take possession of any or all items of the equipment without demand, notice or legal process, wherever they may be located. Rentee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this rental agreement as to any or all items of equipment unless Rentor expressly so notifies Rentee in writing.*
 - d. To terminate this Rental Agreement as to any or all items of equipment.*
 - e. To pursue any other remedy at law or in equity.*

Notwithstanding any said repossession, or any other action which Rentor may take, Rentee shall be and remain liable for the full performance of all obligations on the part of Rentee to be performed under this Rental Agreement. All such remedies are cumulative, and may be exercised concurrently or separately.

- 18) NO SUBLETTING ASSIGNMENT.** *No equipment shall be sublet by Rentee, nor shall he assign or transfer any interest in this Agreement without written consent of Rentor. Rentor may assign this Rental Agreement without notice. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors and assigns of the parties hereto.*
- 19) REMEDIES CUMULATIVE: NO WAIVER; SEVERABILITY.** *All remedies of Rentor hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Rentor to exercise and no delay in exercising, and right or remedy, hereby shall operate as a waiver thereof; nor shall any single or partial exercise by Rentor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this Rental Agreement is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this Rental Agreement.*

20) EXPENSES. *Rentee shall pay Rentor all costs and expenses, including attorneys' fees, incurred by Rentor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provision hereof.*

21) ENTIRE AGREEMENT. *This instrument constitutes the entire Agreement between Rentor and Rentee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.*

LIST OF EQUIPMENT

Item #	Description of Equipment	Serial Number	Rental Period	Rental Rate	Rental Rate Unit Base (e.g. daily, weekly)

Rentor and Rentee, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this Agreement the day and year above written:

PPP, Inc. (Rentor)

CUSTOMER (Rentee)

By: _____ Date: _____
(Signature)

By: _____ Date: _____
(Signature)

(Print Name)

(Print Name)