



"Equipment Rental Professionals"

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Rental Policy and Open Account Policy

Terms of the Rental Agreement

The rental term commences with the delivery of the equipment to Lessee and terminates upon Green River Rentals acknowledgment of receipt of the return of the equipment. This lease contemplates the continuous rental of the equipment at the rate of rental agreed upon regardless of inability of Lessee to use the Equipment because of breakdown, weather conditions or any other cause.

All rentals are based on the applicable daily, weekly, or monthly term. Periods of use or operation of the property are on the basis not to exceed eight hours per day, 40 hours per week, or 160 hours per month. No deductions shall apply if the equipment is used for less than eight hours per day, 40 hours per week, 160 hours per month per shift. Except for additional rents required as a result of excess hours of usage, the daily, weekly, or monthly rental rates to be paid pursuant to this agreement shall not be calculated or determined on an hourly usage basis.

All units remain the property of Green River Rentals and are subject to sale at any time. If sold, Green River Rentals may elect trade of the rental piece with an acceptable equivalent unit at no additional expense to the Lessee.

Billings

Four weeks constitutes one month (28 days). Except for rentals that are Cash in Advance, invoicing will be made in arrears commencing at the end of the fourth week of rental and continuing every four weeks thereafter. All invoices are due net **10** days from the invoice date. A finance charge of 2% will be imposed on any balance remaining unpaid after 30 days past due. Payments, when made, shall apply first to accrued late or delinquency charges, and the remainder shall apply to the rentals due hereunder. **All invoices are due and payable within 10 days from date of invoice.**

Overtime charges will be charged by the hour calculating the normal monthly rate divided by 160 hours. Lessor may inspect the hourmeter of equipment at any time during the rental period for the purpose of determining whether overtime rental is due Lessor. Lessee will pay overtime use upon being invoiced by Lessor, in accordance with the terms of the invoice. Double Shift use (320 hours per month, 80 hours per week) will be charge at 1.5 times the normal rate.

FTV Waiver—(This is not to be confused with damage waiver)

Lessee shall have on file a Contractor's "all risk" physical damage insurance equal to or greater than the insurable value of the equipment shown on the contract, naming the Lessor as loss payee. Lessor shall be furnished evidence of such coverage prior to pickup by Lessee or delivery to the jobsite. If an acceptable insurance policy is not on file at time of invoicing, the Lessee agrees to accept a Fire, Theft and Damage (FTV) Waiver equal to 12% the gross rental charge of said equipment and will be instated and included on rental invoices. Certificates of insurance are only accepted on future rentals. **Green River Rentals does not refund FTV Waiver charges on past rentals.** Upon accepting the FTV waiver, Green River Rentals agrees to waive its rights to recover from the Lessee the amount of loss due to Fire, Theft or Vandalism to the rented items of

equipment exceeding 100% of an amount equal to the monthly rental charge for the affected equipment.

Delivery Charges

The Equipment is to be shipped by Lessor F O B agreed upon Shipping Address on the rental agreement and returned to Lessor F O B any Green River Rentals location or at Lessor's option F O B to any other point involving no greater cost to Lessee than the above designated return point. The Lessee shall pay any erection and/or disassembly charges necessary for the operation and/or legal shipment of the Equipment. Return transportation charges to be prepaid by lessee.

Lessee shall be responsible for unloading from transport vehicle and erecting equipment at jobsite and for dismantling equipment and reloading on transport vehicle at jobsite. If requested, Lessor will furnish a service technician on site for technical assistance during the erection or dismantling period. Lessee to pay appropriate service charges for this service. Lessee must have proper insurance to cover loss or damage to rented machine during transport. Lessee must also have appropriate liability insurance to cover the negligence of driver or anyone else hired or rented by the Lessee.

In the event the Lease is terminated, the Lessee shall still be responsible for rent until the property is returned to the Lessor.

Fuel Charges

All equipment will ship from Lessor location full of fuel. Equipment being returned to the Lessor at conclusion of the rental is to be filled with fuel. Any fuel added to equipment upon return will be charged to Lessee at contract closure.

Maintenance and Operation

All Equipment is to be greased thoroughly daily. Lessee shall employ only competent operators and shall assume full responsibility for the equipment during the rental period. Lessee shall ensure proper care for and not be permit it to be used beyond its rated capacity. Should the Lessee discover any defect in the equipment, it shall notify the Lessor immediately and if so instructed by the Lessor shall cease using the equipment.

Repair

Should the equipment experience some type of failure during the rental period, the Lessee may at its own expense elect to repair such failure if experienced in doing such. If the repair is felt to be beyond the expertise of the Lessee, the closest servicing location should be notified to repair the equipment.

Dirty, Damaged, or Lost Equipment

Equipment shall be returned to the Lessor at the end of the rental period in the same condition as received, less ordinary wear and tear. Any repair of damage to the equipment will be charged to the Lessee to return the equipment back to similar condition prior to the rental. The Lessee shall also expect to pay a reasonable cleaning charge for equipment returned extremely dirty. The Lessee is to immediately notify Green River Rentals in the event of an accident or loss or disappearance of the equipment.