

Conditions of rental

Day = 8 hours* (or less) on meter and must be returned within 24 hours.

Week = 40 hours*(or less) on meter and must be returned within 7 days.

4-Week =176 hours*(or less) on meter and must be returned within 28 days.

Weekend Special = 8 hours* (or less) Pickup Friday after 3 pm / return Monday by 7 am.

*Extra hours and fuel fill will be added to final bill.

Agreement: Customer agrees to pay the equipment rental rates as specified in the rental contract from the time of departure to the time of return. Rental rates are determined by time out not time used. Extra hours will be prorated. Customer understands that rental rates do not include delivery, pickup, operator, fuel recovery, cleaning, abusive damage, theft or damage waiver.

Acknowledgement: Customer agrees to provide qualified operators for the equipment and to restrict the use of the equipment to these authorized personnel. Customer agrees to use the rental equipment according to recommended procedures as set forth in the user's manual and to maintain proper oil, grease and fluids. Customer agrees to obey all warning labels affixed to the equipment, to use the equipment within its rated capacity and only for the purposes for which the Equipment is intended.

Security:

Customer agrees to provide adequate security and storage to protect the equipment against abuse, misuse, exposure to adverse conditions, neglect, theft, vandalism or unauthorized use. Customer will not permit the equipment to be moved to a job location other than the one shown on the face of the contract without consent of Bingham Equipment Rental Department.

Breakdowns: Customer agrees to notify Lessor immediately if equipment fails to work properly. Customer will discontinue use of any equipment that overheats, overturns, breaks, becomes unsafe or is in need of repair. Any attachment that breaks is to be swapped at the nearest Bingham location. At its option Bingham Equipment may choose to swap out damaged or broken equipment on site with one of equal size (if available). All service calls for customer inflicted damages, negligence, misuse or failure to properly service and maintain rented equipment will be billed to the customer at normal service rates. All repairs are to be preauthorized by Bingham Rental Manager.

Rain Policy: It is the Customer's responsibility to check the weather forecast before renting. However, when the weather makes using the rental equipment impossible then the customer must call the rental manager immediately. There is no automatic credit for a "rain day" until the rental manager is contacted. Credit for rain days will be added at end of rental in the form of extra days (not money back).

Assumption of Liability: As provided in the Bingham Rental Contract, the customer assumes full responsibility for all damage or loss of rental equipment, as well as all personal injuries or property damage resulting from customer's use, misuse, or possession of the equipment. Customer agrees to follow and to comply with all applicable laws, rules, regulations and orders.

Certificate of Insurance: To protect both the lessor and customer from claims arising of the rental or operation of the equipment, customer must keep the equipment fully insured for the liability and physical damage. Customer must forward a certificate of insurance covering rented equipment naming Bingham equipment/Bobcat of Phoenix as Loss Payee and Additional Insured. Insurance must be provided prior to rental start date and exceed rental duration. If the insurance is not provided a Damage Waiver will be accessed on ALL rental contracts. (See damage waiver).

Damage Waiver: See Damage Waiver

RENTALS AND LEASES:

1. All Fuel and time is charged for.
2. Rental based on 8 hour & 40 hour week, 176 hour month.
3. Lessor must be notified immediately if equipment does not function properly or no allowance be made.
4. Renter agrees to discontinue use of rented equipment should it become unsafe or in a state of disrepair.
5. Lessee is responsible for all damage including tire repair and wear.
6. Renter agrees to keep all equipment locked and guarded when not in use.
7. Damage waiver. See damage waiver.
8. **Warning:** Lessee not returning equipment within 72 hours of the specified date and time shall be in violation of A.R.S. 13-1806 which proscribes maximum imprisonment in the state prison for 1.9 years and a maximum fine of \$150,000 if the value of the rental is greater. The above prison term may be aggravated to a term of 45 years for repetitive offenders.
9. All past due accounts are subject to finance charge of 1 ¾% per month (21% per annum) This contract is subject to additional terms and conditions shown on reverse side of rental contract.