



**Marketside Equipment Sales, Inc.**

## **RENTAL TERMS AND CONDITIONS**

THESE RENTAL TERMS AND CONDITIONS (these "Terms"), apply to the Rental Agreement executed between Lessee and Lessor (the "Rental Agreement" and together with these Terms, the "Agreement") and your use of the Equipment (as defined below). The Rental Agreement and these Terms are the only terms which govern the rental of Equipment. Any capitalized terms used but not defined herein shall have the same meaning assigned to them in the Rental Agreement. As stated in the Rental Agreement, you have accepted the Agreement by signing the Rental Agreement and/or using the Equipment, or otherwise indicated your acceptance of the Equipment.

This Agreement comprises the entire agreement between the Lessee and the Lessor (individually, a "Party", and collectively, the "Parties"), and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

**I. LEASE OF EQUIPMENT.** The Lessor hereby leases to the Lessee the certain Equipment, subject to the terms and conditions as provided herein. The Lessee shall acquire no right, title or interest in or to the Equipment, except as may be expressly provided herein. The Equipment shall at all times remain the sole and exclusive property of the Lessor.

**II. PAYMENT OF RENT.** The Lessee shall pay the Lessor the Rental Rate, as described in the Rental Agreement, plus applicable sales tax for leasing the Equipment in full in cash, credit card, or certified check prior to possession of the Equipment.

**III. ADDITIONAL FEES.** Additional charges shall be added in the event the Equipment is damaged, missing any parts, or returned later than the End Time. If the Lessee exceeds the specified rental hours as set forth in the Rental Agreement, the Lessee will be charged a prorated amount for the extra hours. If the Lessee fails to return the equipment at the End Time, they will be charged an additional day's rent for each day the Equipment is late, equivalent to the Daily Rental Rate.

**IV. RETURNED CHECKS.** The Lessee shall be charged \$50.00 for each check that is returned to the Lessor for lack of sufficient funds.

**V. SECURITY DEPOSIT.** Prior to taking possession of the Equipment, the Lessee shall be obligated to pay a Security Deposit, as specified in the Rental Agreement, for the performance by the Lessee under this Agreement for damages caused by the Lessee or Lessee's agents to the Equipment during the Rental Period. In addition, the Security Deposit may be applied to any amount owed by the Lessee to the Lessor. The Security Deposit is not a limit on damages. Lessee shall be liable for all damages to the Equipment that occurs during the Rental Period, or at any such point between when the Rental Period begins and when the Lessee returns the Equipment to Lessor.

**VI. USE OF EQUIPMENT.** The Lessee shall use the Equipment only for its intended purpose and agrees not to permit any Equipment leased hereunder to be used in violation of any federal, state or municipal statute, law, ordinance, rule or regulation applicable to the use or operation of any such Equipment. The Lessee shall, at its own expense, pay

for any applicable registrations, permits, inspection fees, or other fees associated with operation of the Equipment and accruing during the Rental Period. The Lessee shall limit use of the Equipment to the normal and ordinary course of the Lessee's business and use the Equipment in a careful, non-abusive manner that is consistent with the manufacturer's intended purpose for the equipment. From the date of this Agreement until such date or time that the Equipment is returned to the Lessor, the Lessee shall have exclusive possession, control, supervision and use of the Equipment and shall be fully responsible for the Equipment and bear the risk of loss. The Lessee shall not allow the Equipment to be operated (i) by anyone in possession of or under the influence of alcohol or any controlled substance; (ii) in a reckless or abusive manner; (iii) while improperly loaded or above the maximum weight; (vi) a minor, or (v) in violation of applicable laws, ordinances, or regulations.

**VII. DELIVERY OR PICK UP OF EQUIPMENT.** The delivery or pick up of the Equipment shall be the responsibility of the Lessee. The Lessor offers delivery of the Equipment to the Lessee's specified location specified in the Rental Agreement for an additional fee, based on the delivery distance and other relevant factors. Alternatively, the Lessee may pick up the Equipment from the Lessor's designated location if the Lessee possesses the proper hauling equipment.

**VIII. ACCEPTANCE OF EQUIPMENT; NO WARRANTY.** The Lessor makes no warranties, express or implied, as to the Equipment. The Lessee assumes responsibility for the condition of the Equipment and the risk of loss. The Lessee shall inspect each item and part of the Equipment upon initial delivery/pick-up and shall inform the Lessor of any defects or discrepancies. Failure to notify the Lessor upon initial delivery/pick-up shall constitute acceptance of the Equipment in good condition and Lessee shall be responsible for returning the Equipment in good condition.

**IX. INSURANCE REQUIREMENT.** The Lessee agrees, at its sole cost and throughout the entire Rental Period, to continuously maintain:

(a) all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, including without limitation to insurance coverage for general all-risk liability, product liability coverage, and property damage; and

(b) all risk insurance insuring against any and all loss or liability for damages either to persons or property or otherwise, which might result from or happen in connection with the condition, use or operation of the Equipment, with such limits as are satisfactory to the Lessor.

The policies of insurance as required hereunder shall be obtained from an insurer licensed in the state in which the Equipment is located, and who is satisfactory to the Lessor, and shall be provided to the Lessor upon the execution of this Agreement. The Lessor shall be named as an additional insured on the foregoing insurance policies and the Lessee shall provide the Lessor with a copy of same and all renewals thereof upon demand by the Lessor. The foregoing insurance policies must contain an endorsement prohibiting cancellation or reduction of coverage without first giving the Lessor prior written notice of such proposed action and must further contain a severability of interest clause and a cross-liability clause. The foregoing insurance policies must be primary and must not call into contribution any other insurance available to the Lessor.

**X. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS.** If the Lessee fails to perform any of its obligations under this Agreement, the Lessor may, at its option,

perform any act or make any payment which the Lessor deems necessary for the preservation of the Equipment and the Lessor's title thereto, including payments for satisfaction of fines, penalties, liens, repairs, taxes, levies, permits and insurance. The Lessor may make any such payment without inquiry of or notice to the Lessee. The Lessee shall reimburse the Lessor upon demand for any such payment made by the Lessor, including reasonable attorneys' fees incurred by the Lessor in connection therewith. The performance of any act, or payment by the Lessor of any fee, shall not be deemed a waiver or release of any obligation of or default by the Lessee.

**XI. RISK OF LOSS OR DAMAGE.** The Lessee assumes all risk of loss or damage to the Equipment from any cause, other than as may be caused by the Lessor. Immediately after any Equipment is lost, stolen, requisitioned, condemned, destroyed, sustains major or irreparable damage, or suffers constructive total loss for insurance purposes, the Lessee shall notify the Lessor and its insurer of the circumstances thereof. Unless otherwise provided in this Agreement, if the Equipment is damaged or lost, 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, solely at the cost of the Lessee. The final decision for approval of any lost or damaged Equipment will be ultimately up to the Lessor.

**XII. RETURN OF EQUIPMENT.** Upon the termination or natural expiration of this Agreement, the Lessee shall return the leased Equipment to the Lessor in as good of condition as when delivered to the Lessee, ordinary wear and tear excepted. The Equipment shall be returned by the Lessee to the Lessor at the location as set forth in the Rental Agreement, unless otherwise agreed to in writing by the Parties.

**XIII. HOLDING OVER.** In the event of any holding over by the Lessee, the Lessee understands and acknowledges that the Lessor has the right to invoice the Lessee for the use of any such Equipment during any holding over period. Lessee further acknowledges and understands that invoicing Lessee for amounts due for any holding over does not constitute Lessor's consent to an extension of the original Rental Period.

**XIV. TAXES AND FEES.** During the Rental Period, the Lessee shall be responsible and be required to pay any applicable taxes, assessments, licenses, registration, or any other fees associated with the handling and operation of the Equipment.

**XV. DEFAULT.** The occurrence of any of the following shall constitute an event of default (each an "Event of Default") under the Agreement:

(a) Violation of Agreement. The violation of any provision of the Agreement that is not corrected within five (5) business days after written notice has been received.

(b) Bankruptcy. If proceedings under any bankruptcy, reorganization or receivership law shall be instituted by or against the Lessee; and

(c) 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.

**XVI. RIGHTS UNDER DEFAULT.** If the Lessee shall default under the 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.

**XVII. TITLE TO EQUIPMENT.** Title to the Equipment shall remain in the Lessor. The Lessee shall keep the Equipment free and clear of liens, encumbrances, levies, attachments, or other judicial process, and shall give the Lessor immediate written notice thereof and shall indemnify and hold the Lessor harmless from any loss or damages caused thereby, including attorney's fees.

**XVIII. RELATIONSHIP.** The Parties desire, acknowledge and agree that they shall be independent contractors. Nothing in the Agreement shall be construed to create an employer-employee, partnership, joint venture, agency or any fiduciary or special relationship. Neither Party shall have the power to, and shall not purport to obligate the other for any expense, liability or other obligation. Neither Party shall have the power to hire or fire the other's employees and, except as expressly provided in this Agreement, shall have no power to control or have access to the other's funds or the expenditure thereof, or in any other way exercise dominion or control over the other's business.

**XIX. WAIVER AND DELAY.** No waiver or delay in enforcing a Party's rights after any breach of this Agreement shall be construed as a waiver of any earlier or later breach or of any other provision of this Agreement.

**XX. ASSIGNMENT.** The Lessor may, without notice to and without the Lessee's consent, assign or transfer the Agreement or any Equipment, Rent or other sums due or to become due under the Agreement, and in such event the Lessor's assignee or transferee shall have the rights, powers, privileges and remedies of the Lessor under the Agreement. THE LESSEE SHALL NOT ASSIGN THIS AGREEMENT, OR THE EQUIPMENT OR ANY INTEREST IN THE AGREEMENT AND SHALL NOT ENTER INTO ANY SUBLEASE WITH RESPECT TO THE EQUIPMENT WITHOUT OBTAINING THE LESSOR'S PRIOR WRITTEN CONSENT, WHICH CONSENT MAY BE WITHHELD IN THE LESSOR'S SOLE DISCRETION. IF THE LESSOR CONSENTS TO ANY SUCH ASSIGNMENT, THE ASSIGNEE SHALL, AS A CONDITION TO THE LESSOR'S GRANTING OF SUCH CONSENT, ASSUME THE LESSEE'S OBLIGATIONS UNDER THE AGREEMENT IN WRITING, IN FORM AND SUBSTANCE SATISFACTORY TO THE LESSOR. NO SUCH ASSIGNMENT SHALL RELEASE THE LESSEE FROM ANY OF THE LESSEE'S OBLIGATIONS UNDER THE AGREEMENT.

**XXI. INTERPRETATION.** Section headings used herein are for convenience and shall not affect the meaning or construction of any provisions in this Agreement. The words in this Agreement shall be construed simply according to their fair meanings, and not strictly for or against either Party.

**XXII. 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.

**XXIII. BENEFIT; SURVIVAL.** This Agreement shall benefit and bind the Parties, their heirs, successors and assigns. Any provision of this Agreement which imposes an obligation after termination or expiration hereof shall survive the termination or expiration of this Agreement and shall continue to be binding on the Parties.

**XXIV. GOVERNING LAW; VENUE.** This Agreement shall be construed and governed in accordance with the laws located in the State of Florida. Any litigation arising out of or

related to this Agreement, or any breach, shall be brought in the appropriate court in Broward County, Florida.

**XXV. 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.

**XXVI. EXECUTION.** The Lessee and The 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. This Agreement may be amended only by a written instrument signed by both Parties.

Lessee Signature:

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Name/Title:

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Date:

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**Marketside Equipment Sales, Inc.**

**Note: The following requirements are applicable solely to customers renting or operating aerial equipment. Customers not utilizing aerial equipment are exempt from this provision.**

**Aerial Equipment Safety Agreement**

The renter and operator acknowledge that aerial equipment, including but not limited to scissor lifts, boom lifts, and personnel lifts, can be hazardous if not properly operated.

The following safety requirements must be followed at all times:

- The renter is responsible for ensuring all operators are properly trained and competent.
- Only trained, qualified, and authorized individuals may operate the equipment.
- Operators must be at least 18 years of age and familiar with the manufacturer's operating manual.
- I agree to comply with all safety precautions detailed in the operating manual as well as safety labels on the unit itself.
- I agree to wear a compatible safety harness at all times during the operation of the lift.



**Marketside Equipment Sales, Inc.**

**Rental Damage Waiver (RDW) Policy**

I understand that I am purchasing a **Rental Damage Waiver (RDW)** at the agreed-upon rate as stated on the invoice.

The Rental Damage Waiver provides coverage for **direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss**, subject to all exclusions, limitations, terms, and conditions.

Perils not covered by the Rental Equipment Policy include, but are not limited to:

- Usage of equipment in a manner inconsistent with its intended purpose or design, including failure to follow manufacturers' guidelines and manuals
- Ingestion of foreign objects
- Biological or chemical materials
- War and military action, including insurrection
- Pollution
- Unexplained loss or damage, including mysterious disappearance
- Exceeding rated load capacity
- Electrical arcing (not including lightning)
- Governmental action
- Nuclear hazard
- Loss of use
- Dishonest or criminal acts
- Blowouts, punctures and other damage occurring solely to tires or tracks
- Wear, tear, mechanical breakdown, improper maintenance
- Processing or work on the property

Additionally, all theft or vandalism losses must be reported to law enforcement immediately. The police report must list the Rental Company as the owner of the equipment. The rental customer agrees to fully cooperate with any investigation related to theft or vandalism.

The deductible under the Rental Damage Waiver is \$2,500.00 per occurrence. Any loss or damage equal to or less than the deductible amount is the sole responsibility of the customer.

By signing this agreement, I acknowledge that I have read, understand, and agree to the Rental Damage Waiver.



## Marketside Equipment Sales, Inc.

### Fuel Policy

- A full tank of fuel is **not guaranteed** at the start of the rental.
- Fuel level will be documented at the time of rental and is the customer's responsibility during the rental.
- Customers may refuel the machine and return it to the same fuel level as recorded at start of rental.
- If the machine is returned with less fuel than at pickup, the customer will be charged for the missing fuel and the current local pump price.
- Any fuel charges due upon return may be deducted from the security deposit.
- If fuel charges exceed the security deposit, the card on file will be charged for the remaining balance.
- By signing this agreement, the customer acknowledges and agrees that failure to return the machine with the same fuel level as at pickup authorizes the rental company to charge the card on file for fuel costs.





**Marketside Equipment Sales, Inc.**

1. The Lessee identified above ("you" or "Lessee") is entering into this Rental Agreement (this "Rental Agreement") with Marketside Equipment Sales, Inc., a Florida corporation ("Lessor") in order to rent the certain equipment identified above (the "Equipment"). Any terms used herein but not otherwise defined shall have the definitions provided in the Rental Terms and Conditions (the "Terms").

2. This Rental Agreement and the Terms apply to your rental of the Equipment. By initialing and signing this Rental Agreement in the designated areas hereto and/or using the Equipment, you agree to this Rental Agreement and the Terms.

3. THIS RENTAL AGREEMENT AND THE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

4. YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS RENTAL AGREEMENT, AND YOU ACCEPT AND ARE BOUND TO THIS RENTAL AGREEMENT AND THE TERMS. YOU AFFIRM THAT IF YOU ENTER THIS RENTAL AGREEMENT ON BEHALF OF ANOTHER PARTY, ORGANIZATION, OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH PARTY.

5. YOU MAY NOT USE THE EQUIPMENT IF YOU (i) DO NOT AGREE TO THE TERMS, (ii) ARE NOT THE OLDER OF (A) THE LEGAL AGE TO OPERATE THE EQUIPMENT, OR (B) THE LEGAL AGE TO FORM A BINDING CONTRACT WITH LESSOR, OR (iii) PROHIBITED FROM USING THE EQUIPMENT BY APPLICABLE LAW.

**\_\_\_\_ I have read and agreed to this Rental Agreement and the Terms, and wish to move forward with entering this Agreement for rental of the Equipment.**

**\_\_\_\_ I agree to pay the Rental Rate indicated above to the Lessor by: (i) cash (in US Dollars); (ii) credit card or debit card; or (iii) certified check, in accordance with the Terms. Should I elect to pay the Rental Rate via credit card or debit card, I authorize Lessor to charge the Rental Rate indicated above to the credit card or debit card I have provided to Lessor in accordance with the Terms.**

**Customer hereby executes this Rental Agreement, and has reviewed and agreed to the Terms, as of the date written below.**