

# Conditions of Rental (2011 Summary\*)

**\$200 Security Deposit** *plus* estimated rental is due in advance on all cash accounts.

**1/2 Day** = 5 hours\* (or less). Must be returned in 5 hours. *Not available with delivery.*

**Day** = 10 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** = 160 hours\* (or less) on meter and must be returned within 28 days.

**Overnight Special** = 5 hours\* (or less) Pickup at 2 pm, return the next morning by 7 am.

**Weekend Special** = 10 hours\* (or less) Pickup Friday at 12 pm / return Monday by 8 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 @ 1/10 day, 1/40 week, 1/160 4-week. Customer understands that rental rates do not include delivery, pickup, operator, fuel fill, cleaning, abusive damage, theft or liability insurance.

**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 the Bobcat Rental Department.

**Breakdowns:** Customer agrees to notify Lessor immediately if Equipment fails to work properly. Customer will discontinue use of any Equipment that over heats, breaks, becomes unsafe or is in need of repair. Any attachment that breaks is to be swapped at the Bobcat Rental Center. At its option Bobcat Rental may choose to swap out damaged or broken Equipment on site with one of equal size (if available). Customer is responsible to pay any mechanic's overtime pay for service required at times other than normal business hours, i.e. Monday thru Friday, 8 am - 5 pm. All repairs are to be preauthorized by Bobcat 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 Bobcat 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 Lessor and Customer from claims arising out of the rental or operation of the Equipment, Customer must keep the Equipment fully insured for liability and physical damage (see Terms and Conditions of Contract -Rentals). Customer must forward a Certificate of Insurance covering rented Equipment naming Bobcat of Knoxville / Chattanooga as Loss Payee and Additional Insured providing a (10) day notice of cancellation. All policies shall be specifically endorsed to provide that Customer's coverage will be primary and that any insurance carried by Bobcat of Knoxville/Chattanooga (Lessor) shall be excess and noncontributory.

**Damage Waiver:** For uninsured damage, Customer may purchase a Damage Waiver (DW) from Lessor. For a fee of 10% of rental rate, Bobcat of Knoxville / Chattanooga will waive its claims against you (the Customer) for the first \$500 of damage to rental equipment. After the first \$500 of repair or replacement cost Customer and Bobcat will share repair or replacement cost 50/50 up to \$12,000. After \$12,000, Customer is fully liable for the remaining repair or replacement cost up to the full market value of the Equipment.

\*See Actual **TERMS AND CONDITIONS OF CONTRACT - Rentals** for details.