



Bobcat[®]
OF KNOXVILLE

CONDITIONS OF RENTAL

(Summary)

\$200 Security Deposit plus estimated rental due in advance on all Cash Accounts.

Remember, rental rates are based on time out, not time used.

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

Day = 10 hrs* (or less) on meter and must be returned within 24 hours.

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

4-Week = 160 hrs* (or less) on meter and must be returned within 28 days.

Overnite Special = 5 hrs* P/U @ 2 pm, return by 7am; P/U @ 3pm, return by 8 am.

Early Pickup: Friday 7:30am=15 hrs. 8:30=14 hrs. 9:30=13 hrs. 10:30=12 hrs.

11:30 = 11 hrs.

Weekend Special:

10 hrs* (or less) P/U Friday after 12:30 pm & return Mon by 8 am.

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

Agreement:

Customer agrees to pay the rental rates of Equipment 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 billed @ 10% of posted rental rates. 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 overheats, 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.

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 this end, it is the Customer's responsibility to provide and maintain comprehensive general liability coverage or other liability insurance and to forward a Certificate of Insurance for rentals (\$75,000 minimum) naming Bobcat of Knoxville/ Chattanooga as Loss Payee and Additional Insured providing a (10) day notice of cancellation.

Damage Waiver:

For a fee of 10% of rental rate, Bobcat of Knoxville/Chattanooga will wave its claims against you (the Customer) for the first \$1000 of damage to rental equipment. (See Damage Waiver Addendum attached for details.).

Customer agrees to use equipment according to recommended procedures as set forth in the user's manual and to maintain proper oil, grease and fluids. Customer responsible for fuel fill, flat tires, track roll-offs and cleaning. A Cleaning Fee of \$50 will be charged if Equipment returned Dirty. (See Rental Contract for Actual Terms & Conditions.)

DAMAGE WAIVER ADDENDUM

Acknowledgement:

Customer represents that all authorized users of the rental equipment on this account are experienced and knowledgeable about proper operation of this equipment and they will review the operator's manual for each rental item. Customer acknowledges the potential for personal injury and or property damage arising from improper use of this equipment and will cause all authorized users to adhere to all warning labels on the equipment and follow safety and operating instructions in the operator's manual.

Assumption of Liability:

As provided in the Bobcat rental contract, the Customer is fully responsible for all damage, destruction or loss of rental equipment once placed in the Customer's possession until returned to Bobcat's premises. The Customer agrees to pay Bobcat of Knoxville/Chattanooga Inc. in cash the full "market value" in the event the equipment is lost, damaged or destroyed regardless of how or why such loss or damage occurs. Full "market value" shall be determined by Bobcat of Knoxville/Chattanooga. The Customer also agrees to assume full responsibility for all personal injuries or property damage resulting from Customer's use and or possession of the equipment and to defend, indemnify and hold Bobcat of Knoxville/Chattanooga harmless for any liability (including attorney fees and expenses) for any such personal injuries and property damage.

Certificate of Insurance:

To this end it is the Customer's responsibility to provide and maintain comprehensive general liability coverage or other liability insurance and to forward a Certificate of Insurance for rentals (\$75,000 minimum) naming Bobcat of Knoxville/Chattanooga as loss payee and additional insured, providing a (10) day notice of cancellation.

Damage Waiver:

The equipment protection plan as offered by Bobcat of Knoxville/Chattanooga is not insurance, but will, for a fee of 10% of rental rate, waive all claims against you (the Customer) for damage to the rental

equipment with a zero deductible for the first \$1000 of damage (excluding exceptions below). For all damage or loss over \$1000 the Customer must pay a \$1000 deductible and 50% of repair or replacement costs over \$2000 up to the full "market value" of each rental item as determined by Bobcat of Knoxville/Chattanooga. Your insurance is the primary protection.

Waiver Exceptions: Notwithstanding the foregoing, the Customer shall remain fully liable for all loss or damage to equipment resulting from

- A) Abuse, misuse, overloading, or exceeding the rated capacity of equipment.*
- B) Improper servicing or neglect to service equipment.*
- C) Sinking or submersion of equipment in mud or water.*
- D) Striking overhead objects or use of equipment in demolition activities.*
- E) Overturning, upset or roll over occurring during loading, unloading, transporting or collision.*
- F) Vandalism, malicious mischief, mysterious disappearance, theft or conversion of equipment resulting from Customer's failure to protect and safeguard adequately (i.e. security guard, fenced area). Customer must report all such occurrences within 24 hours to the proper public authorities and to Bobcat of Knoxville/ Chattanooga..*
- G) Use of the equipment by non-authorized or non-qualified operators.*
- H) Exposure to radioactivity or any other hazardous materials.*
- I) Tire or track damage from improper inspection of work site for nails, rebar, rocks, or other sharp-edged objects, or track roll-off from improper operation or adjustment.*
- J) Use or operation of the equipment in violation of any law or ordinance.*
- K) Failure of Customer to comply with any terms or conditions of the rental agreement.*

Subrogation: In the event of any loss or damage to said rental equipment Bobcat of Knoxville/ Chattanooga will be subrogated to any right of the Customer to recover against any person, firm or corporation and/or it's Customer agrees to cooperate fully with Bobcat of Knoxville/Chattanooga insure(s) in the prosecution of those rights and will neither take nor permit any action to prejudice Bobcat of Knoxville/Chattanooga's rights or its insure(s) with respect thereto. Customer continues to be liable for all lost rental time penalties until equipment repair bill and/or deductible is paid in full.
(Effective 1/01/07)