

# WASSINK EQUIPMENT RENTAL LLC CONTRACT

This Equipment Rental is made effective between Wassink Equipment Rental and customer signing below:

**FUEL-** Customer agrees to pay for any fuel used if returned without refuel.

**RISK OF LOSS OR DAMAGE-** The Customer assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to Wassink Equipment in the condition received, with the exception of normal wear.

**RENTAL TERM/LOCATION/USE-** The Customer will inform Wassink Equipment Rental of the time period, intended use, and location of the equipment and will not change these without permission from the Company.

**CARE AND OPERATION OF EQUIPMENT-** The equipment may only be used in a careful and proper manner by qualified operators. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment.

**MAINTENANCE AND REPAIR-** The Customer shall maintain the equipment in good repair and operating condition, allowing for reasonable wear and tear. The Customer shall pay all costs required to the equipment in good operating condition- Such costs shall include labor, material, parts, and similar items.

**WARRANTY-** The Company makes no warranties; express or implied, as to the equipment rented. Customer assumes the responsibility for the condition of the equipment.

**INDEMNITY OF COMPANY FOR LOSS OR DAMAGES-** If the equipment is damaged or lost, Wassink Equipment Rental shall have the option of requiring the Customer to pay for repair or replacement of the equipment up to the equipment value.

**LIABILITY AND INDEMNITY-** Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this is the obligation of the Customer, and the Customer shall indemnify, and hold the Company harmless from and against all such liability.

**ASSIGNMENT-** The Customer shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other tie Customer or Customers employees, without Company's prior written consent.

**PAYMENT DUE-** Payment is due upon start of rental period, unless other arrangements are made. All invoiced payment is due within 30 days.

**SALES TAX-** All rentals subject to sales tax.

**Wassink Equipment does not hold Sunday hours, to allow us to spend time with our families.**

**When agreeing to a weekend rental, customer is not guaranteed emergency services or repairs.**

**CARDHOLDER PERSONALLY GUARANTEES PAYMENT FOR ALL RENTALS AND AUTHORIZES WASSINK EQUIPMENT RENTAL LLC TO CHARGE HIS/HER CREDIT CARD FOR FEES, FUEL UPCHARGE, DAMAGES/ REPAIRS TO EQUIPMENT, AND STOLEN EQUIPMENT.**