

ZR Rental Terms and Conditions

Rental Contract

A rental contract must be completed on every transaction with all pertinent data furnished prior to the release of the rental equipment. Customer is responsible to return unit(s) clean and refueled, any cleanup cost and refueling costs are the customers responsibility. Also, any repairs required due to misuse or accident.

Rental Rates

ALL CHARGES ARE FOR TIME OUT, NOT TIME USED. A rental day is for 24 hours and 8 hours of run time on equipment. Overtime charge will apply.

Hour Limits

Daily - 8 hours. Weekly – 40 hours. Monthly – 160 hours.

RATES DO NOT INCLUDE DELIVERY; DELIVERY IS AVAILABLE FOR AN ADDITIONAL CHARGE.

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 @ 15% of posted rental rates. Customer understands that rental rates do not include delivery, pickup, operator, fuel fill, cleaning, abusive damage, theft or 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.

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 needs any repair.

Assumption of Liability

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.

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 ZR Equipment Rental.

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 ZR Equipment Rental.
- G) Use of 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.

