

# Mini Excavator Rental Solutions

Invoice # \_\_\_\_\_

PO Box 3217

Date & Time **OUT:** \_\_\_\_\_ Hr.Mtr.

Coeur d' Alene, ID 83816

Date & Time Due **IN:** \_\_\_\_\_

**208.661.7881** [sales@miniexcavatorrentalsolutions.com](mailto:sales@miniexcavatorrentalsolutions.com)

Date & Time **IN:** \_\_\_\_\_ Hr.Mtr.

## Customer

Name: \_\_\_\_\_ Driver Lic. #: \_\_\_\_\_ State: \_\_\_\_\_

Address: \_\_\_\_\_

Ship To: \_\_\_\_\_

## Equipment

Excavator with Hydraulic Thumb and one Bucket; 2019 CAT **301.7** S/N JH701566  
 \$250.00/Day (1 day minimum) \$ 850.00/Week \$2,650.00/ 4 Weeks  
 12" Bucket  24" Bucket  39" Bucket \$25/Day for additional Buckets

Excavator with Hydraulic Thumb and one Bucket; 2019 Sany **SY26U** S/N SY0021BK01788  
 \$275.00/Day (1 day minimum) \$ 925.00/Week \$2,875.00/ 4 Weeks  
 12" Bucket  24" Bucket  36" Bucket \$25/Day for additional Bucket

Excavator with Hydraulic Thumb and one Bucket; 2019 Sany **SY35U** S/N SY0033BJ20368  
 \$330.00/Day (1 day minimum) \$1,090.00/Week \$3,370.00/ 4 Weeks  
 12" Bucket  24" Bucket  36" Bucket \$25/Day for additional Bucket

Rental	\$ _____
Extra Buckets	\$ _____
Damage Waiver	\$ _____
Delivery	\$ _____
Subtotal	\$ _____
Tax	\$ _____
<b>Total Amount</b>	<b>\$ _____</b>

## Reminders

- 1) Rates do not include Fuel (clean **DIESEL FUEL ONLY**) or Delivery unless specifically stated otherwise;
- 2) Customer pays for all time the Equipment is out including Saturdays, Sundays and Holidays;
- 3) Customer assumes all risk and is responsible for all damages and other costs including late charges;
- 4) Customer is responsible for daily greasing, cleaning tracks/rails of all dirt and debris upon release, service charges apply to track/rail cleaning, refueling or key replacement, there will be a \$50.00 charge for each;
- 5) One day equals one calendar day, not to exceed 8-meter hours, one week may not exceed 40-meter hours;
- 6) Customer agrees to only allow a qualified adult to operate the equipment and assumes all liability for them;

## Rental Contract

**DAMAGE WAIVER RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE:** Upon signing this Contract, the Customer agrees to pay a charge equal to 15% of the rental charges on the Equipment for Damage Waiver. Customer remains liable for all damages and loss due to theft and abuse as listed under RENTAL PROTECTION PLAN provisions in the Terms and Conditions on the second page, including customer negligence.

**READ BEFORE SIGNING:** Mini Excavator Rental Solutions (hereinafter referred to as the "Company") hereby rents to the Customer the Equipment, as defined in the Terms and Conditions on the second page of this Agreement and Customer accepts all Terms and Conditions as set forth on second page of this Agreement, which the undersigned Customer has read and understands. Customer is responsible for identifying and marking all underground utilities and structures prior to delivery and assumes all liability for damage to utilities, sidewalks and/or all other improvements. Additional Terms and Conditions are on the second page of this Agreement. **SIGNING BELOW AS OR ON BEHALF OF CUSTOMER:** 1) AGREES TO ALL TERMS AND CONDITIONS ON THE SECOND PAGE OF THIS RENTAL AGREEMENT: 2) ACKNOWLEDGES RECEIPT OF THIS EQUIPMENT IN GOOD WORKING ORDER: 3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE: 4) AGREE TO PAY THE RENTAL AMOUNT IN FULL UPON DELIVERY AND 5) ACKNOWLEDGES NOTICE OF LIEN RIGHTS OF JC KINGDOM FAMILY LP (ID LIC.# RCE-36044), DOING BUSINESS AS AN ASSUMED BUSINESS NAME OF MINI EXCAVATOR RENTAL SOLUTIONS. (both entities hereinafter referred to as "Company")

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

I agree to pay the above total amount according to this agreement

## TERMS AND CONDITIONS OF RENTAL

**1) AUTHORITY TO SIGN:** It is hereby agreed that any individual signing this contractual Agreement is a representative or agent for the person or company with whom they are employed (hereinafter referred to as the "Customer") is authorized to sign this Agreement as representative or agent and shall hereby make said person or company liable for full payment of all purchases, rental charges or any other costs that might be incurred against any Equipment rented by JC Kingdom Family LP, ABN "Mini Excavator Rental Solutions" (both hereinafter referred to as the "Company").

**2) INDEMNITY/HOLD HARMLESS:** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD JC KINGDOM FAMILY LP ("COMPANY"), AND ANY OF ITS RESPECTIVE REPRESENTATIVES, OFFICERS, AGENTS, EMPLOYEES AND AFFILIATES INCLUDING PARENTS, ABN's, DBA's AND SUBSIDIARIES ("COMPANY"), HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES, LOSS OF PROFIT AND ANY OTHER DAMAGES) ARISING OUT OF OR RELATED TO THE OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST THE COMPANY BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION, UNLESS CAUSED SOLELY BY INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF THE COMPANY. CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT EFFECT OR DIMINISH ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE RENTAL AGREEMENT.

**3) LIMITATION OF LIABILITY:** CUSTOMER ACKNOWLEDGES AND ASSUMES ALL RISK INHERENT TO THE OPERATION, USE AND POSSESSION OF THE EQUIPMENT WHILE ON RENTAL AND WILL TAKE ALL PRECAUTIONS TO PROTECT ALL PERSONS AND PROPERTY FROM INJURY AND DAMAGE FROM THE EQUIPMENT. In no event shall the Company be liable or responsible to Customer or any other party for: any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or use; the Company's failure to deliver the Equipment as required hereunder, or the Company's failure to repair or replace non-working Equipment; or any incidental, consequential, punitive, or special damages.

**4) DISCLAIMER OF WARRANTIES:** Company makes no warranties, expressed or implied, as to the merchantability of the Equipment or its fitness for a specific purpose. Customer acknowledges that the Company has no responsibility to inspect the Equipment while in customers possession, but has the right to.

**5) CUSTOMER INSPECTION AND CARE:** The Customer acknowledges that it has inspected the Equipment prior to taking possession thereof and acknowledges that the Equipment is in good working order and is suitable for customer's needs. Customer acknowledges that they are familiar with the proper operation and use of the Equipment and its limitations. Customer represents that, prior to taking possession of Equipment, they have read all safety bulletins, operator manuals and other data for each item rented. Customer agrees to they will not allow; anyone to use the Equipment who is not qualified; or use Equipment for illegal purposes. Customer agrees to check all fluid levels and to clean, grease and visually inspect the Equipment daily. Customer agrees to immediately notify Company when Equipment is in need of repair. Should the Equipment become unsafe, malfunction or require repair the Customer shall immediately cease using the equipment and immediately notify the Company. The Company shall have no responsibility to repair or replace the Equipment but may do so at its discretion. Customers sole remedy for any failure or defect in Equipment shall be termination of any rental charges occurring after the time of failure.

**At the expiration of the rental period, Customer will notify (in writing via email address listed on page one of this agreement) the Company if they would like to extend the rental period or that the Equipment is clean and ready for pick-up ("off rent").** Customer is responsible to secure and safe guard the Equipment and liable for any damage while "off rent", until Equipment is picked up by or delivered to Company. Equipment to be in the condition and repair as when delivered to the Customer, less reasonable wear and tear. Reasonable wear and tear shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one-shift basis. Damage as a result from collision, overturning [dents, tears, scratches], oxidation, overloading, lack of maintenance, lubrication or service is not reasonable wear and tear.

**6) DAMAGES:** Customer is liable for all damages to or loss of the Equipment from time of delivery to Customer until the Company picks up the Equipment. In case of the loss or destruction of the Equipment or inability or failure to return the Equipment to the Company for any reason, Customer will pay Company the then full replacement value together with the full rental rate so specified until Equipment is replaced. If the Equipment is released in a damaged or excessively worn condition, Customer shall pay Company the reasonable cost of repair and pay the regular rental rate until all repairs have been completed. Company shall be under no obligation to commence repair work until Customer has paid to Company the estimated cost thereof.

**7) RENTAL CALCULATIONS:** Rental charges commence when the Equipment leaves the Company premises and end when Equipment returns to the Company's premises, unless subject to damages clause. Rental charges do not include the cost of refueling, any applicable taxes, delivery and pick-up unless specifically agreed to in writing. Customer shall notify the Company in writing that the Equipment is "off rent", at which time rental charges shall no longer be assessed, unless otherwise provided herein. Rental charges accrue on Saturday, Sunday and holidays. Rental rates are for normal "one-shift" based on an 8-hour day, 40-hour week and 160 hours per 4-week period. Customers right to possess the Equipment terminates on the expiration of the rental period and retention of possession after this time is a material breach of this Rental Agreement. Time is of the Essence. PAYMENT DEPOSITS may be required.

**8) ASSIGNMENT, LENDING, SUBLETTING:** Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of the Company, and any such action by Customer, shall be void. Customer agrees to use and keep the Equipment at the premises set forth on the first page of this Rental Agreement unless Company approves otherwise in writing. Company may at any time, without notice to Customer, assign this Rental Agreement or any moneys due or to become due.

**9) SERVICE CHARGES:** Customer acknowledges there will be a service charge for refueling when Equipment is returned without a full tank of clean diesel fuel. Additional service charges will be assessed for Equipment returned without as clean as delivered or without a key.

**10) LATE RETURN:** Customer agrees that if the Equipment is not returned ("off-rent") by the end of the rental period, Customer will additionally pay the daily rental rate as applicable to the Agreement on page 1. If other arrangements are not made and agreed to in writing by the Company, the Customer agrees that the Company reserves the right to charge the credit/debit card for any amount owed by Customer pursuant to this section due to late return ("off-rent") of the Equipment.

**11) PAYMENT:** All amounts due hereunder shall be payable in full upon delivery of Equipment and other applicable services. If charges are not paid as agreed a lien may be placed on your property and/or debt may be turned over to collections. This provision does not limit or restrict the Company from taking other legal actions that may be legally available to them. Customer and Company agree that there shall be added to all past due charges a late payment fee equal to 2% per month.

**12) NOTICE OF NONWAIVER:** Any failure of Company to insist upon strict performance by Customer of the conditions of the terms and conditions of this Agreement shall not be construed as a waiver by the Company to demand strict compliance.

**13) DEFAULT:** Customer shall be deemed to be in default should Customer in any way fail to pay any amount when due, or to perform, observe or keep any provision of this Rental Agreement or should the Customer become insolvent, or should Company anticipate that Customer may become insolvent that Customer may otherwise become in default. If Customer is in default Company may do any of the following: a) terminate the rental period; b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefore; c) cause Company and its agents with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, retaking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by Company in retaking and repossession of Equipment; d) pursue any other remedies available by law. Customer shall be considered insolvent if Customer shall; a) generally not pay, or be unable to pay, or admit its inability to pay or anticipate inability to pay its debt as such debts become due; b) make assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets; c) commence any proceeding under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; d) have had any such petition or application filed or any such proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or part of its properties.

**14) ATTORNEY FEES AND VENUE:** In the event the Company retains an attorney or any collection agency to enforce any provisions of this agreement, wither or not suit is instituted, Customer shall be responsible for and pay in addition to any/all other sums due under this agreement, attorney's fees, expenses, collection fees, court or arbitration costs. TRIAL BY JURY IS WAIVED. Customer agrees that the venue (including arbitration if chosen) will be at the option and choice of the Company.

**15) TITLE:** Title to the Equipment shall remain at all times with the Company. Customer has no right to purchase the Equipment and may not cause the Equipment to be lien or encumbered in any way.

**16) DAMAGE WAIVER RENTAL PROTECTION:** The RENTAL PROTECTION PLAN IS NOT INSURANCE and is subject to conditions set forth herein. Unless prior arrangements and proof of acceptable insurance is delivered to the Company before the rental period begins and for the prepaid sum of 15% of the total equipment rental due and payable on delivery, the Company waives its right to collect amounts from Customer exceeding \$1,000 from losses arising from theft or direct physical damage to the equipment. Notwithstanding the foregoing, the Company will not waive a claim for loss or damage to the Equipment as a result of; a) overloading or exceeding its rated capacity; b) hydraulic cylinders; c) cuts or punctures in the tracks inherent to the use of Equipment; d) resulting from the lack of or improper lubrication or servicing of Equipment, or damage from misuse, abuse, failure to maintain, cleanliness, proper fuel, hydraulic fluid, coolant or pressure levels; e) due to mysterious disappearance or any Equipment that is not returned for any reason whatsoever, including theft and vandalism of all or part of Equipment unless a police report has been filed with the appropriate authorities.

**17) WARNING:** USE OF FICTICIOUS IDENTIFICATION TO OBTAIN THE RENTED EQUIPMENT OR FAILURE TO RETURN THE EQUIPMENT BY DUE DATE CAN, IN CERTAIN CIRCUMSTANCES, BE CONSIDERED THEFT AND CAN RESULT IN CRIMINAL PROSECUTION.