

## **TOOLCRAFT RENTAL TERMS AND CONDITIONS**

### **1. Rental Agreement**

This Agreement governs the rental of equipment, trailers, vehicles, and accessories provided by Toolcraft Rentals & Sales (“Lessor”) to the renter identified on the rental contract (“Lessee”).

The Equipment is rented solely as a bailment and remains the property of the Lessor at all times.

### **2. Inspection and Acceptance**

Lessee acknowledges that the Equipment has been inspected and found to be in good working condition.

Lessee accepts the Equipment “AS IS” and agrees to notify Lessor immediately if any defect or unsafe condition is discovered.

### **3. Rental Period**

Rental charges begin when Equipment leaves Lessor’s premises and continue until the Equipment is returned and accepted by Lessor.

Rental charges apply for the entire time Equipment is in Lessee’s possession regardless of actual use.

### **4. Payment Terms**

Lessee agrees to pay all charges associated with the rental including:

- rental fees
- mileage or usage fees
- late fees
- cleaning charges
- fuel charges
- delivery or pickup charges
- repair costs
- replacement costs

All past due balances may accrue interest at a rate of 1.5 percent per month.

### **5. Credit Card Authorization**

Lessee authorizes Lessor to charge the credit or debit card provided for any charges owed under this Agreement including damages, repairs, cleaning, fuel charges, loss of use, collection costs, and replacement value of Equipment.

### **6. Responsibility for Equipment**

Lessee assumes full responsibility for the Equipment while in their possession.

Lessee agrees to return Equipment in the same condition as received, ordinary wear and tear excepted.

Lessee is responsible for any loss, theft, or damage regardless of cause.

If Equipment cannot be repaired, Lessee agrees to pay the full replacement value.

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#### 7. Damage Waiver / Equipment Protection Plan

If Lessee elects to purchase the Equipment Protection Plan or Damage Waiver offered by Lessor, Lessor agrees to waive certain damage claims except those caused by:

- misuse or abuse
- exceeding rated capacity
- improper maintenance
- unauthorized operation
- operation under the influence of alcohol or drugs
- theft due to negligence
- violation of this Agreement

All waivers are subject to deductibles and exclusions.

#### 8. Insurance

Lessee is responsible for maintaining insurance coverage sufficient to cover damage, theft, or loss of Equipment.

Lessee's insurance shall be primary to any coverage provided by Lessor.

#### 9. Authorized Operators

Only individuals approved by Lessor may operate rented Equipment.

Vehicle operators must be at least 21 years of age and possess a valid driver's license.

#### 10. Prohibited Uses

Equipment may not be used:

- for illegal activities
- by unauthorized operators
- while under the influence of alcohol or drugs
- in races, contests, or competitions
- beyond rated capacity
- in a reckless or unsafe manner

Violation of these terms voids any damage waiver.

#### 11. Accidents or Equipment Failure

Lessee must immediately report any accident, damage, theft, or malfunction to Lessor.

Lessee agrees to cooperate with authorities and insurance companies in the event of a claim.

#### 12. Fuel and Cleaning

Equipment must be returned clean and with the same fuel level as when rented unless otherwise agreed.

Lessor may charge reasonable cleaning or refueling fees if necessary.

#### 13. Late Returns

Failure to return Equipment by the agreed return time may result in additional rental charges and late fees.

Failure to return Equipment may be treated as theft under Vermont law.

#### 14. Repossession

If Lessee violates this Agreement or fails to pay charges owed, Lessor may repossess the Equipment without notice.

Lessee agrees to pay all repossession and recovery costs including towing, storage, and legal fees.

#### 15. Limitation of Liability

Lessor shall not be liable for any indirect, incidental, or consequential damages arising from the rental or use of Equipment.

Lessee assumes all risks associated with operation and use.

#### 16. Indemnification

Lessee agrees to defend and indemnify Lessor from any claims, damages, losses, or expenses arising from the use or possession of the Equipment.

#### 17. Collection Costs

Lessee agrees to pay all costs associated with collection of unpaid charges including attorney fees and court costs.

#### 18. Governing Law

This Agreement shall be governed by the laws of the State of Vermont.

Any disputes shall be resolved in the Vermont Superior Court located in Rutland County.

#### 19. Loss of use

Lessee acknowledges that if the Equipment is damaged, lost, stolen, or otherwise rendered unavailable for rental due to Lessee's actions or negligence, Lessor will suffer lost rental revenue.

Lessee agrees to compensate Lessor for **loss of use** during the period the Equipment is unavailable for rental.

Loss of use charges shall be calculated at the **standard rental rate** for the Equipment for the number of days the Equipment is unavailable due to repair, replacement, recovery, or administrative processing.

Loss of use charges apply regardless of whether the Equipment is replaced or repaired.

#### 20. Diminished Value

If Equipment sustains damage during the rental period, Lessee agrees to pay for **any reduction in value** resulting from the damage, even if the Equipment is repaired.

Diminished value is defined as the difference between the fair market value of the Equipment immediately before the damage and the fair market value after repair.

This charge is in addition to repair costs, loss of use charges, towing, and administrative expenses.

#### 21. Environmental and Hazardous Materials Liability

Lessee agrees that Equipment shall not be used in any manner that results in environmental contamination.

Lessee assumes full responsibility for any environmental damage, hazardous material release, or contamination resulting from the use, transportation, fueling, or storage of Equipment during the rental period.

Lessee agrees to indemnify and hold Lessor harmless for any costs related to environmental cleanup, remediation, regulatory fines, legal expenses, or third-party claims resulting from such contamination.

#### 22. Fuel and Fluid Contamination

Lessee is responsible for ensuring that all Equipment is operated with the proper fuel and fluids. Lessee shall be responsible for any damage caused by:

- incorrect fuel
- contaminated fuel
- improper diesel exhaust fluid (DEF)

- contaminated hydraulic fluid
- lack of lubrication or maintenance

Lessee agrees to pay all repair costs, downtime charges, and associated damages resulting from improper fueling or maintenance.

### 23. Theft Reporting

If Equipment is lost or stolen, Lessee must:

1. Notify Lessor immediately
2. File a police report within 24 hours
3. Provide a copy of the report to Lessor

Failure to comply may result in Lessee being responsible for the full replacement cost of the Equipment.

### 24. Hold Harmless and Waiver of Subrogation

Lessee agrees to defend, indemnify, and hold harmless Toolcraft Rentals & Sales, its owners, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses arising from or related to the possession, use, transportation, or operation of the rented equipment or vehicle during the rental period.

This indemnification includes, but is not limited to:

- bodily injury or death
- property damage
- environmental damage
- equipment damage
- claims brought by third parties
- claims brought by Lessee's employees or contractors

Lessee further agrees that any insurance maintained by Lessee covering the rented equipment or vehicle shall include a waiver of subrogation in favor of Toolcraft Rentals & Sales.

To the fullest extent permitted by law, Lessee waives any right of subrogation against Toolcraft Rentals & Sales for claims paid by Lessee's insurance carrier arising out of the rental, use, possession, or operation of the rented equipment.

Lessee agrees that their insurance coverage shall be primary to any insurance maintained by Toolcraft Rentals & Sales.

### 25. Entire Agreement

This Agreement represents the entire agreement between the parties and may only be modified in writing.

## TOOLCRAFT RENTALS & SALES

### EQUIPMENT SAFETY ACKNOWLEDGMENT AND OPERATOR RESPONSIBILITY

This Safety Acknowledgment is entered into between Toolcraft Rentals & Sales (“Lessor”) and the renter identified on the rental agreement (“Lessee”)

#### **Operator Responsibility**

Lessee acknowledges that the safe operation of rented equipment is solely the responsibility of the Lessee and any authorized operators.

Lessee represents that all operators:

- are competent to operate the equipment
- are physically capable of operating the equipment safely
- will review the manufacturer’s safety instructions
- will comply with all safety requirements and operating procedures

Lessor has not provided operator training and does not represent that the Lessee or operators are qualified to operate the equipment.

#### **Inspection Before Use**

Lessee agrees to inspect the equipment before each use.

Lessee agrees not to operate the equipment if:

- it appears damaged
- it appears unsafe
- controls or safety features are not functioning properly

If any unsafe condition exists, Lessee agrees to immediately stop using the equipment and notify Toolcraft.

#### **Use of Equipment**

Lessee agrees that the equipment will:

- only be used for its intended purpose
- not be overloaded
- not be modified or altered
- not be used in a reckless or unsafe manner
- only be operated by authorized operators

## **Compliance With Laws**

Lessee agrees to comply with all federal, state, and local laws including:

- OSHA safety requirements
- Vermont transportation laws
- manufacturer safety requirements

## **Personal Protective Equipment**

Lessee acknowledges that safe operation may require the use of appropriate personal protective equipment including:

- hard hats
- eye protection
- gloves
- fall protection
- high-visibility clothing

Lessee is responsible for providing and using such equipment.

## **Jobsite Safety**

Lessee acknowledges that Toolcraft has no control over the jobsite where the equipment will be used.

Lessee is solely responsible for ensuring the jobsite is safe and suitable for operation of the equipment.

## **Assumption of Risk**

Lessee acknowledges that operating construction equipment involves inherent risks including the risk of serious injury or death.

Lessee voluntarily assumes all risks associated with operation of the rented equipment.

## **Indemnification**

Lessee agrees to indemnify and hold Toolcraft Rentals & Sales harmless from any claims, damages, or injuries arising from the operation, transportation, or use of the rented equipment.

## **Acknowledgment**

By signing below, Lessee confirms that they understand and accept responsibility for safe operation of the rented equipment.

Lessee further acknowledges that Toolcraft Rentals & Sales has not provided operator training and that the Lessee is responsible for ensuring qualified operators.

## Trailer Acceptance and Liability Release

The undersigned renter acknowledges and agrees to the following:

### Trailer Inspection

I have inspected the trailer and confirm that it appears to be in safe operating condition at the time of rental.

### Tow Vehicle Responsibility

I acknowledge that I am solely responsible for ensuring that my vehicle is capable of safely towing this trailer including:

- vehicle towing capacity
- hitch rating
- ball size compatibility
- electrical connection
- brake controller (if required)

### Loading Responsibility

I agree that I am responsible for properly loading, balancing, and securing all cargo on the trailer.

Improper loading may result in loss of control, accidents, or property damage.

### Equipment Connection

Toolcraft employees may assist in connecting the trailer as a courtesy.

I acknowledge that I am responsible for verifying that the connection is secure including:

- hitch latch
- safety chains
- electrical connection
- trailer brakes

### Assumption of Risk

I assume all risks associated with towing and using the trailer.

I agree to indemnify and hold harmless Toolcraft Rentals & Sales from any claims, damages, injuries, or losses arising from my use of the trailer.