

4805 Scooby Lane  
 Carroll, OH 43112  
 Toll Free: 1-866-262-4181  
 Phone: 740-654-5304  
 Fax: 740-687-9130



Company Wrench, LTD  
 1-866-262-4181

Billing Address:  
 4805 Scooby Ln.  
 Carroll, OH 43112

**RENTAL AGREEMENT**

DATE: <b>07/25/2017</b>				PURCHASE ORDER:			
CUSTOMER <b>ABC Example Co</b>			JOBSITE				
ADDRESS			ADDRESS				
CITY		ST		ZIP		CITY	
CONTACT: <b>John Doe /</b>				JOBSITE CONTACT: /			
<b>Serial Number</b>		<b>Year / Model</b>		<b>Description</b>			
<b>YQ13-10192</b>		<b>2014 / SK210LC-9</b>					
Company Wrench reserves the right to make like-kind or better exchanges and substitutions of the equipment without notice.						Insurance Value: <b>\$160,000</b>	
<b>Special Terms:</b>							

**RENTAL TERMS:**

- 1.) Rental Rate is **\$6,500** month, **\$3,250** week, **\$1,625** day. Rental rates are subject to overtime charges if usage exceeds: 8 hours (daily rate), 40 hours (weekly rate), or 160 hours (monthly rate). Overtime will be charged at an hourly rate equal to the rental rate divided by hours allowed. Company Wrench charges for time out – not time used. Monthly rates are 28 days.
- 2.) Minimum rental term: month(s), week(s), day(s). Estimated period of usage: month (s), week(s), day(s).
- 3.) Customer is  Taxable, % tax rate  Tax Exempt,
- 4.) Rental Start Date Rental start date is an estimate only. Actual start date will begin upon customer's pick up of the equipment or Company Wrench's delivery of the equipment to the customer's job site.
- 5.) Payment terms:  COD  Net 30 days  Other
- 6.) Equipment quoted F.O.B. and returned to terminate rental. Equipment is on rental until it is returned by the customer or called off to be picked up by Company Wrench. **Company Wrench charges for all time out.** Delivery charge each way. Set Up / Tear Down Charge each way.
- 7.) **Customer is responsible for normal daily maintenance.** Maintenance for any attachment(s) and/or wear part(s) will be charged in addition to the rental rate when performed by Company Wrench. (See #2 on Page 2) Based on the average cost of normal wear & maintenance, customer should allow for an expense of approximately maintenance after the equipment is returned. This is an estimate only. The final maintenance invoice may be more or less than the estimated amount. This final service does not take the place of normal, daily maintenance and is based on the return of well-maintained equipment. Customer is responsible for obtaining the equipment's manual(s) from a Company Wrench representative if unfamiliar with safety and/or maintenance requirements for all rented equipment. **Customer Acknowledgement X** (initial)
- 8.) Customer agrees to provide Company Wrench with a certificate of insurance covering the value of the equipment as well as a certificate of general liability insurance. (See #3 on Page 2)
- 9.) Equipment is to be returned in the same condition less normal wear and tear. Any repairs for damages caused by accident, negligence or abuse will be charged to the customer. Customer agrees to pay a minimum cleaning fee of \$100.00 if the Equipment is returned with excessive dirt, debris, or rubbish. Customer agrees to pay a replacement fee of \$15.00 if keys are not returned with the Equipment. Customer further agrees to pay the cost to replace missing operator manuals at the manufacturer's list price.
- 10.) Equipment will not be exposed to hazardous, corrosive, or otherwise harmful chemicals, materials, or substances, including, but not limited to, salt water or lime, without written consent of Company Wrench and provide MSDS for hazardous materials.
- 11.) Customer shall return equipment with the same level of fuel and diesel exhaust fluid when applicable (collectively, the "Fuel") as noted on the delivery ticket, or pay Company Wrench the cost of re-filling the Fuel at a rate of \$6.50 per gallon.
- 12.) Customer acknowledges that he/she has reviewed and understands the Terms and Conditions on Page 2 of this contract. An Officer of Company Wrench must approve order.

**COMPANY WRENCH**

**CUSTOMER** NAME/TITLE \_\_\_\_\_

Jason Templeton

07/25/2017

By:

AUTHORIZED BY

DATE

SIGNATURE

DATE

EMAIL OR FAX SIGNED CONTRACT TO: [j.templeton@companywrench.com](mailto:j.templeton@companywrench.com) / 740-422-1715



**TERMS AND CONDITIONS**

- 1. **CUSTOMER ACKNOWLEDGEMENT:** Customer acknowledges receipt of the equipment described on page one (hereinafter referred to as the "Equipment"). Both parties agree that the Equipment was inspected by Company Wrench Ltd. (hereinafter referred to as "CW") and personally examined by the Customer at the time of delivery to and accepted by the Customer and that the Equipment was in good and serviceable condition.
2. **MAINTENANCE & REPAIRS:** (1) The Customer is responsible for all normal daily and weekly maintenance on the Equipment, including but not limited to, greasing on a daily basis at all required grease points and maintaining all fluids at the proper levels. (2) For rentals where the Customer uses the Equipment more than 250 hours, Customer is responsible for the 250 hour service interval, which includes at a minimum fluid and filter changes as required by the manufacturer. (3) The Customer is responsible for replacement of expendable items including but not limited to shear blades, hydraulic hoses, cutting edges, teeth, belts, and filters. (4) The expense of all non-warranty repairs made during the rental period as a result of excessive wear and tear on the Equipment, abuse or omission of appropriate maintenance shall be paid by Customer upon occurrence. CW reserves the right to inspect the Equipment at any time during the rental period. If upon such inspection, CW determines that the Equipment is not properly being maintained, CW may remove the Equipment from rental or perform the necessary maintenance. The Customer agrees to pay CW any and all cost or expense incurred as a result of the removal of the Equipment from rental and/or the performance of necessary maintenance. All parts, additions and accessions shall become part of the Equipment and property of CW.
3. **INSURANCE:** Prior to delivery of the Equipment, Customer shall provide CW with written evidence of physical damage insurance satisfactory to CW covering the Equipment from loss relating to fire, collision, theft, and/or damages while in the possession or control of Customer and naming CW as a loss payee to said policy of insurance. All physical damage policies shall provide that payment thereon shall be made to CW and Customer as their interests may appear. Customer acknowledges that rent will continue to be charged and will not be abated until repairs are made and the Equipment can be put back into service. In addition, Customer agrees to protect CW with, and provide CW with written evidence of, general liability insurance for coverage to the limits of the State laws in which the Equipment is being used. All liability policies shall name CW as an additional insured. All liability and physical damage insurance policies shall provide that such insurance may not be cancelled or altered so as to affect the interest of CW without at least thirty (30) days' prior written notice to CW.
4. **SECURITY INTEREST:** CW is hereby authorized by Customer to cause this agreement or other instruments, including Uniform Commercial Code financing statements, to be filed or recorded for the purposes of showing CW's interest in the Equipment. Customer expressly authorizes CW to prepare, sign and file a Uniform Commercial Code financing statement without the signature of Customer, and Customer hereby waives any right that his signature shall be required. Customer represents and warrants to CW that (a) Customer has the power to make, deliver and perform under this agreement; (b) the person executing and delivering this agreement is authorized to do so on behalf of Customer; (c) this agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial and other information submitted to CW in connection with this agreement is and shall be true, correct and complete.
5. **INDEMNITIES:** CW shall not be liable to Customer for any loss, delay, expenses or damage of any kind resulting from delays in delivery, defects, or inefficiency of the Equipment or accidental breakage, including incidental damages. Customer waives and releases CW from all claims for injuries or damages to Customer arising out of the use of Equipment by Customer, its agents, employees and representatives. Customer further agrees to indemnify and save harmless CW against all loss, damage, expense and penalty arising from any action on account of any injury to person or Equipment occasioned by the operation, handling or transportation of the Equipment during the rental period or while the Equipment is in the possession or control of the Customer.
6. **WARRANTY LIMITATIONS:** CW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL CW BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.
7. **EQUIPMENT OPERATION:** The Customer agrees to maintain Equipment in the same condition as when delivered to it by CW, and to pay any claims and damages from the use or handling of the Equipment, whether from injuries to the person or property, and to pay for all damages to the Equipment, during the life of the contract, and to return Equipment in as good condition as when received less normal wear and tear, and to return Equipment in a cleaned condition which includes removal of dirt and debris, to the storage yard of CW. In the event the Equipment is returned with excessive dirt, debris or rubbish, Customer agrees to pay CW a minimum cleaning fee of \$100.00. Customer shall immediately report any damage or failure of the Equipment to CW. Equipment will not be subject to careless and needless rough usage; and Customer shall at his own expense maintain the Equipment Attachments in good repair and operating condition. Customer may be subject to additional charges in the event the Equipment is not returned with appropriate key(s) and/or operator manual(s).
8. **SAFETY:** Customer warrants that it is familiar with the safe operation and use of the Equipment rented. Customer agrees not to compromise the integrity of any safety systems of the Equipment. Customer shall not modify the Equipment in any way. Equipment shall be used only within its rated capacity by safe, careful and competent personnel. Customer shall comply with all municipal, county, state and federal laws, ordinance and regulations.
9. **ASSIGNMENT OF LEASE:** This agreement and the Equipment leased for rental shall not be assigned or sublet by Customer without written consent of CW, nor shall it be transferred or conveyed in any way without the advanced written consent of CW, which consents may be withheld for any reason. Customer shall keep the Equipment free of all taxes, liens, and encumbrances.
10. **EQUIPMENT MONITORING:** Customer acknowledges that Equipment may contain a global positioning system device that records certain activities and functions of the Equipment while on rent by the Customer. CW retains all rights to the data collected by this global positioning system device and may use such information at its sole discretion. Customer is prohibited from disabling the global positioning device in any way. If disabled by Customer, this rental agreement is immediately terminated and the Customer must return the Equipment to CW.
11. **DEFAULT BY CUSTOMER:** If Customer shall default in paying any rent due as required on the first page of this agreement, or if any execution or other writ or process shall be issued in any action or proceeding against Customer, whereby the Equipment may be seized or taken or detained, or if a proceeding in bankruptcy, receivership, or insolvency shall be instituted by or against Customer or his property, or if Customer shall enter into any arrangement or composition with his creditors, or if Customer should breach any other term, covenant, or condition of this lease, then and in any such event CW shall have the right to retake immediate possession of the Equipment and for such purpose CW may enter upon any premises where the Equipment may be, with or without notice of its intention to retake the same, and without being liable to any suit or action or proceeding by the Customer. All remedies hereunder are cumulative, and not exclusive of any other remedy.
12. **HAZARDOUS MATERIAL:** Customer agrees to notify CW, in writing, if the Equipment is or may be exposed to hazardous, corrosive, or otherwise harmful chemicals, materials, or substances, including salt water ("Hazardous Materials"). Customer is responsible for any and all damage to the Equipment caused by or resulting from exposure to Hazardous Materials. If, in its sole discretion, CW determines the Equipment was exposed to and/or damaged by Hazardous Materials, Customer agrees to pay CW, at its election, (i) the insurance value of the Equipment or (ii) the cost to fully repair, restore and/or decontaminate the Equipment, as determined by CW. In any event, rental charges will continue to accrue until Customer discharges its obligations under this paragraph.
13. **TITLE TO GOODS:** The title to Equipment furnished on this order remains vested in CW.
14. **SEVERABILITY:** The invalidity of any provision or provisions of this agreement shall not affect the other provisions, and this agreement shall be construed in all respects as if an invalid provision or provisions were omitted.
15. **GOVERNING LAW:** This agreement shall be interpreted under and governed by the laws of the State of Ohio. The parties agree and consent to the exclusive jurisdiction of the courts of the State of Ohio in Fairfield County and the United States District Court for the Southern District of Ohio, Eastern Division and waive any contention that any such court is an improper venue for enforcement of this agreement.
16. **ATTORNEYS' FEES:** Should collection or litigation become necessary, Customer agrees to pay any and all of CW's collection costs and reasonable attorney fees for: (a) outside counsel and (b) in-house counsel. Customer agrees to pay reasonable in-house counsel fees at the prevailing market rate.

CUSTOMER ACKNOWLEDGEMENT X \_\_\_\_\_
(Signature)

EMAIL OR FAX SIGNED CONTRACT TO: j.templeton@companywrench.com / 740-422-171



# JOB INFORMATION SHEET

**A. Project Type**       Private       Public       Federal  
 Demo       Scrap Yard       Construction       Other:

## B. Materials to be Furnished

Amount: \$160,000 Starting Date: \_\_\_\_\_

Description: \_\_\_\_\_

## C. Customer Information

Name: ABC Example Co Phone: (937) 554-5632

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

## D. Customer's Relationship to Job

Owner       General Contractor       Subcontractor       Sub-subcontractor       Other (specify) :

## E. Job Location

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

## F. Owner/Awarding Authority

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

## G. General Contractor

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

## H. Surety Company Information

Surety Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ **Bond #** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_



TO: **ABC Example Co**

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ATTN: **John Doe**

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Equipment Value: **\$160,000**

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Re: Certificate of Insurance

Certificate of Insurance should include the following:

General Liability Insurance of no less than \$1,000,000.00 naming Company Wrench, Ltd. and/or its affiliates as "Additional Insured" A.T.I.M.A. (As their interest may appear.)

Physical Damage Insurance insuring up to the policy limit naming Company Wrench, Ltd. "Loss Payee" A.T.I.M.A.

Mailing Address:  
Company Wrench Ltd.  
Attn: Rental Dept.  
4805 Scooby Ln.  
Carroll, OH 43112

It is very important that the insurance requirements are met before your rental or demo begins. ***Equipment cannot be delivered until the insurance certificate is returned to our office.***

If we can help in any way, please do not hesitate to call me at the above number. Thank you in advance for your assistance in this matter.

Best regards,

Scott A. Carpenter, CPA  
Chief Financial Officer