

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



Billing Address:  
4805 Scooby Ln.  
Carroll, OH 43112

## RENTAL AGREEMENT

DATE:			PURCHASE ORDER:		
CUSTOMER: <b>Test Company</b>			JOBSITE:		
ADDRESS: <b>123 Easy St.</b>			ADDRESS:		
CITY: <b>Knoxville</b>	ST: <b>TN</b>	ZIP:	CITY:	ST:	ZIP:
CONTACT: <b>COREY PRICE / (740) 918-9956</b>			JOBSITE CONTACT: /		

Year / Model	Description
Company Wrench, Ltd. ("CW") reserves the right to make like-kind or better exchanges and substitutions of the above-referenced equipment (the "Equipment") without notice.	
Insurance Value: <b>\$0</b>	
<b>Special Terms:</b>	

The following Rental Terms, together with the Terms & Conditions on Page 2, comprise the entire agreement (the "Agreement") between the parties:

- 1) Rental rate is **\$0** per month, **N/A** per week, or **N/A** per day the Equipment is on rent. The Equipment is "on rent" from the date of delivery until it is called off rent by Customer, unless Customer is responsible for demobilization. If customer is responsible for demobilizing the Equipment, rental fees shall accrue until returned to CW. CW charges for time out - not time used.
- 2) Customer will be billed for a minimum rental term of: month(s), week(s), day(s).
- 3) Estimated Term: month (s), week(s), day(s).
- 4) Customer agrees to take delivery of the Equipment by: . If Customer does not take delivery of the Equipment by the Delivery Date, this Agreement may be canceled at the option of Company Wrench, Ltd.
- 5) Equipment quoted F.O.B. and returned to to terminate this Agreement.
- 6) Payment Terms: ☐ COD ☒ Net 30 days ☐ Other
- 7) Customer is ☐ Taxable, % tax rate ☐ Tax Exempt. If applicable, Customer is responsible for providing a valid sales tax exemption.
- 8) Mobilization charge: **each way** . Setup and/or Training Charge: Teardown Charge:
- 9) Customer shall perform routine, daily maintenance while the Equipment is on rent. Maintenance for any attachment(s) and/or wear part(s), if any, will be charged in addition to the rental fees after the Equipment is returned to CW. See No. 2 on Page 2. \_ Customer is responsible for obtaining all of the Equipment's manual(s) from a CW representative if unfamiliar with safety and/or maintenance requirements.  
**Customer Acknowledgment X\_\_\_\_\_ (Initial)**
- 10) Rental fees are subject to overtime charges if Equipment 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 fee divided by hours allowed. Monthly rates are based upon 28 days.
- 11) Customer shall immediately provide CW a certificate of physical damage and general liability insurance. See No. 5 on Page 2.
- 12) Customer shall notify CW, in writing, before moving the Equipment from the address shown above.
- 13) Customer shall return Equipment with the same level of fuel and, when applicable, diesel exhaust fluid (collectively, the "Fuel") as noted on the delivery ticket, or pay CW the cost of re-filling the Fuel at a rate of \$8.00 per gallon.
- 14) If Customer cancels this Agreement prior to delivery for any reason, Customer agrees to reimburse CW for any and all costs & expenses it incurred as a result of preparing the Equipment for the anticipated rental, including, but not limited to, labor, freight, permits, & parts.
- 15) By signing below, Customer acknowledges he/she has received, understands, and is bound by the Terms and Conditions on Page 2 of this Agreement. An electronic copy of the Terms and Conditions is available at: [www.companywrench.com/rentaltermsandconditions](http://www.companywrench.com/rentaltermsandconditions)
- 16) All Agreements are subject to the review and approval of an Officer of Company Wrench, Ltd.

### COMPANY WRENCH, LTD.

### Test Company

Prepared by: Corey Price

Company Wrench, Ltd.

Date

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

E-MAIL OR FAX SIGNED AGREEMENT TO: [c.price@companywrench.com](mailto:c.price@companywrench.com) / (740) 422-1715

## **TERMS AND CONDITIONS**

1. **CUSTOMER ACKNOWLEDGEMENT.** Customer and Company Wrench, Ltd. (hereinafter referred to as "CW") shall examine the equipment described on page one of this Agreement (hereinafter, the "Equipment") at the time of delivery. Unless Customer notifies Company Wrench to the contrary, in writing, within (24) hours after delivery, the Customer is deemed to have accepted the Equipment, including any wear items provided therewith, and acknowledged it was delivered in good and working condition.
2. **MAINTENANCE & REPAIRS.** Customer shall, at its own expense, maintain the Equipment in good repair and working condition. At a minimum, Customer shall: (a) perform all normal/routine daily and weekly maintenance to the Equipment in accordance with the manufacturer's recommendations, including, but not limited to, regularly greasing all required grease points and maintaining all fluids at the proper levels; (b) perform the 500-hour service interval, if applicable, which includes, at a minimum, fluid and filter changes as required by the manufacturer; (c) replace expendable items including, but not limited to, shear blades, hydraulic hoses, cutting edges, teeth, belts, and filters; and (d) pay for any non-warranty repairs performed during the rental term resulting from the Customer's improper use, abuse, or neglect of the Equipment, including the failure to perform required maintenance.
3. **INSPECTION.** CW reserves the right to inspect the Equipment at any time during the rental term. If CW determines, in its sole discretion, that Customer is misusing, abusing or neglecting the Equipment, CW may: (a) terminate this Agreement, without notice, and remove the Equipment from the jobsite, or (b) perform the necessary maintenance and suspect further operation of the Equipment until said maintenance is complete. Customer shall pay CW any and all costs and expenses incurred by reason of removing the Equipment from the jobsite and/or performing the necessary maintenance.
4. **DOWNTIME.** Customer agrees rental fees will not be abated for downtime resulting from: (a) inclement weather, (b) staffing issues, (c) weekends or holidays, (d) misuse, abuse, or neglect of the Equipment. Customer shall immediately notify CW, in writing, if the Equipment becomes inoperable for any other reason. Abatement of rental fees will only be considered for downtime attributable to CW and only if CW is unable to remedy the issue within (36) hours after first receiving written notice from Customer.
5. **INSURANCE.** Prior to delivery of the Equipment, Customer shall provide CW with satisfactory written evidence of **physical damage insurance** covering the entire value of 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. Any payments issued by the Customer's physical damage insurer must be made to CW and Customer "as their interests may appear." Customer acknowledges rental fees will continue to accrue and will not be abated until the Equipment is restored and can be put back into service. In addition, Customer shall provide CW with written evidence of **general liability insurance** and, if applicable, **Automobile Coverage** with coverage limits of not less than \$1,000,000.00 naming Company Wrench, Ltd. and/or its affiliates as "Additional Insured" A.T.I.M.A. Customer shall instruct the insurer of any policy required under this Agreement to provide CW at least (30) days' prior written notice before canceling or altering any policy so to affect the interest of CW. Customer agrees to cooperate in the prosecution of any claim under the physical damage or general liability insurance policies and hereby appoints CW as its attorney-in-fact for this purpose.
6. **SECURITY INTEREST.** Customer expressly authorizes CW to cause this Agreement or other instruments, including Uniform Commercial Code financing statements, to be filed or recorded for the purposes of evidencing CW's interest in the Equipment. Customer expressly authorizes CW to prepare, sign and file a Uniform Commercial Code financing statement without Customer's signature, and Customer hereby waives any right that its signature is required. Customer represents and warrants to CW that: (a) it 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 the Customer's behalf; (c) this Agreement constitutes a valid and legally binding obligation upon the Customer; (d) all credit, financial, and other information submitted to CW in connection with this Agreement, including any previously submitted Credit Application and/or Personal Guaranty, is and shall continue to be true, accurate, and complete.
7. **INDEMNITIES.** Customer waives and releases any and all claims against CW for any losses, costs, expenses, or damages of any kind resulting from delays in delivery, defects, inefficiency of the Equipment, or accidental breakage, including incidental damages. Customer waives and releases all claims against CW for injuries or damages to person or property (including death) arising out of the use of Equipment by Customer, its agents, employees, and representatives. Customer assumes liability for, and agrees to defend, indemnify, protect, and hold harmless CW, its agents, successors and assigns against all losses, damages, injuries, claims for liability, theft, destruction, demands, and expenses, including legal expenses, of whatever nature, including but not limited to property damage, personal injury, death, or strict liability in tort or product liability arising out of the use, transportation, condition, or operation of any Equipment. Customer's obligations under this Section 7 will survive the termination or expiration of this Agreement for any reason.
8. **WARRANTY LIMITATIONS. CW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES MAY CW BE LIABLE TO CUSTOMER FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.**
9. **EQUIPMENT OPERATION.** Customer shall return the Equipment in the same condition as when delivered to it by CW, less normal wear and tear. Customer shall pay any claims and damages resulting from the use or handling of the Equipment, including claims for injury to person or property. Customer shall pay the cost to repair any damages to the Equipment sustained during the rental term. Customer shall return the Equipment to CW after the rental term in a clean condition and free from excess dirt, debris, and rubbish. In the event the Equipment is returned with excessive dirt, debris, or rubbish, Customer shall pay CW a minimum cleaning fee of \$100.00. Customer shall immediately report any damage or failure of the Equipment to CW in writing. Customer shall not subject the Equipment to careless or needless rough usage. Customer shall pay \$15.00 to replace any lost or missing key(s) and the list price to replace any lost or missing operator manual(s).
10. **SAFETY.** Customer warrants that it is familiar with, or will become familiar with, the safe operation and use of the Equipment before operating the Equipment. Customer agrees not to compromise the integrity of any safety systems of the Equipment. Customer shall not modify the Equipment in any way. Customer shall only use the Equipment within its rated capacity and shall be operated by safe, careful, and competent personnel. At all times during the effective term of this Agreement, Customer shall comply with all municipal, county, state and federal laws, ordinance, and regulations.
11. **ASSIGNMENT OF LEASE.** Neither this Agreement nor Equipment rented hereunder may be assigned or sublet by Customer without the written consent of CW. Customer shall not transfer, convey, or attempt to transfer or convey the Equipment in any way without the express written consent of CW, which consent may be withheld for any reason. Customer shall keep the Equipment free of all taxes, liens, and encumbrances.
12. **EQUIPMENT MONITORING.** Customer acknowledges the Equipment may contain a global positioning system ("GPS") device that records certain activities and functions of the Equipment while in Customer's possession. CW retains all rights to the data collected by any GPS device and may use such information at its sole discretion. Customer is prohibited from disabling the GPS device in any way. If the GPS device is disabled, CW may terminate this Agreement immediately and retrieve the Equipment at Customer's sole expense.
13. **DEFAULT BY CUSTOMER.** Customer is in default of this Agreement if : (a) it fails to timely pay CW any rental fee(s) or other charges as required in this Agreement, (b) any execution or other writ or process is issued in any action or proceeding against Customer, whereby the Equipment may be seized or taken or detained, (c) a proceeding in bankruptcy, receivership, or insolvency is instituted by or against Customer or his property, (d) it enters into any arrangement or composition with his creditors, or (e) it breaches any other term, covenant, or condition of this Agreement (each, a "Default"). In the event of a Default, CW may retake immediate possession of the Equipment by entering upon any premises where the Equipment is or may be located, with or without notice, and without being liable in any suit or action or proceeding by the Customer. All remedies hereunder are cumulative, and are not exclusive of any other right or remedy.
14. **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 saltwater ("Hazardous Materials"). Customer shall pay the cost to repair or replace 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 fees will continue to accrue until Customer discharges its obligations under this paragraph.
15. **TITLE TO GOODS.** CW shall retain title to the Equipment before, during, and after the rental term. Any additions or accessions made to or on the Equipment by Customer immediately become the property of CW. Nothing herein may be construed as conferring upon the Customer any ownership interest in the Equipment.
16. **SEVERABILITY.** Any provision of this Agreement deemed illegal or unenforceable will be severed from this Agreement, and all other provisions remain in full force and effect.
17. **COMPLETE AGREEMENT.** This Agreement is the complete and final expression of the parties as to the subject matters contained herein. This Agreement supersedes all previous agreements and representations between the parties. No term or provision of this Agreement may be changed, waived, discharged, or terminated orally, but only by a written instrument signed by the party against which enforcement is sought. No additional terms or conditions shall be incorporated in this Agreement unless specifically referenced herein.
18. **GOVERNING LAW.** This Agreement shall be interpreted under and governed by the laws of the State of Ohio, without regard to its conflict of law principles. 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 expressly waive any contention that any such court is an improper venue for enforcement of this agreement.
19. **ATTORNEYS' FEES.** Should collection or litigation become necessary, Customer agrees to pay any and all of CW's collection costs and reasonable attorney fees and expenses for: (a) outside counsel and (b) in-house counsel. Customer agrees to pay reasonable in-house counsel fees at the prevailing market rate.

# **JOB INFORMATION SHEET**

*Must be completed and submitted with Rental Agreement*

## **A. Project Owner**

☐ Private ☐ Public ☐ Federal

## **B. Project Type**

☐ Demo ☐ Scrap Yard ☐ Construction ☐ Re-Rent ☐ Other:

## **C. Materials to be Furnished**

Amount: **\$0** Starting Date:

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

## **D. Customer Information**

Name: <b>Test Company</b>	Phone: --
Address: <b>123 Easy St.</b>	City: <b>Knoxville</b>
State: <b>TN</b>	Zip: Email:

## **E. Customer's Relationship to Job**

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

## **F. Job Location**

Name:	Phone:
Address:	City:
State:	Zip: Email:

## **G. Owner/Awarding Authority**

Name:	Phone:
Address:	City:
State:	Zip: Email:

## **H. General Contractor**

Name:	Phone:
Address:	City:
State:	Zip: Email:

## **I. Surety Company Information**

**Bond #** \_\_\_\_\_

Name:	Phone:
Address:	City:
State:	Zip: Email:

TO: **Test Company**

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ATTN: **COREY PRICE**

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Equipment Value: **\$0**

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Equipment:

**Year / Category, Model / Serial Number**

**Description**

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. (Serial Numbers may be exchanged without notice)

**Please e-mail certificates to: [c.price@companywrench.com](mailto:c.price@companywrench.com) AND [insurance@companywrench.com](mailto:insurance@companywrench.com)**

**Mailing Address:**

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

Phone: 740-422-6038

Toll Free: 1-866-326-9157

It is very important that the insurance requirements are met before your rental or demo begins. ***Failure to provide the necessary insurance certificates may delay the delivery of the Equipment.***

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  
Company Wrench, Ltd.