



Kevin's Crane Company LLC  
Kevin & Bri Inks  
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## **RENTAL AGREEMENT-TERMS AND CONDITIONS**

"Rental Agreement" means this Rental Agreement, including the Reservation Details. Kevin's Crane Co. LLC from whom the Customer has rented the Equipment. "Equipment" means any one or more of the items identified above and any accessories, attachments or other similar items delivered to Customer. "Customer" means the person or any representative, agent, officer or employee of Customer to which has rented this equipment.

**AUTHORITY TO SIGN:** Any individual agreeing to this Rental Agreement represents and warrants that he or she is of legal age, and has the authority and power to sign this Rental Agreement on behalf of the Customer.

**INSPECTION OF EQUIPMENT:** Customer acknowledges that Customer will inspect the Equipment prior to taking possession thereof, and Customer will only accept delivery of the Equipment if Customer determines that the Equipment is in good working order and repair, and is suitable for Customer's needs. Customer acknowledges that Customer is familiar with the proper operation and use of each item of Equipment. Customer acknowledges that, prior to taking possession of the Equipment, Customer will obtain and read all safety bulletins, operator manuals, and tabulated data for each item of Equipment.

**LIMITATION OF LIABILITY:** In no event shall KEVIN'S CRANE COMPANY LLC, be 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 its use, KEVIN'S CRANE COMPANY LLC failure to deliver the Equipment as required hereunder, or KEVIN'S CRANE COMPANY LLC failure to repair or replace non-working Equipment or (ii) KEVIN'S CRANE COMPANY LLC be liable for any incidental, consequential, punitive or special damages. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to KEVIN'S CRANE COMPANY LLC and Customer will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

**USE OF EQUIPMENT:** Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner; (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable

municipal, state, and federal laws, ordinances and regulations (including O.S.H.A. and the Internal Revenue Code) which may apply to the use of the Equipment. Customer agrees to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the Equipment **DAILY**, to immediately notify KEVIN'S CRANE COMPANY LLC when Equipment needs repair or maintenance and to cease using the Equipment.

**INDEMNITY / HOLD HARMLESS:** To the fullest extent permitted by law, customer agrees to indemnify, defend and hold KEVIN'S CRANE COMPANY LLC, and any of its respective officers, agents, servants, or employees, harmless from and against any and all liability, claims, loss, damage or costs (including, but not limited to, attorneys' fees, loss of profit, business interruption or other special or consequential damages, damages relating to property damage, bodily injury, or damages relating to wrongful death) 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 KEVIN'S CRANE COMPANY LLC based upon strict or product liability causes of action. However, customer shall not be obligated to indemnify KEVIN'S CRANE COMPANY LLC for that part of any loss, damage or liability caused solely by the intentional misconduct or sole negligence of KEVIN'S CRANE COMPANY LLC. In furtherance of, but not in limitation of the indemnity provisions in this agreement, customer expressly and specifically agrees that the foregoing obligation to indemnify shall not in any way be affected or diminished by 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 contract.

**DISCLAIMER OF WARRANTIES:** KEVIN'S CRANE COMPANY LLC makes no warranties, express or implied, as to the merchantability of the equipment or its fitness for any particular purpose. There is no warranty that the equipment is suited for customer's intended use, or that it is free from defects. Except as may be specifically set forth in this rental agreement, KEVIN'S CRANE COMPANY LLC disclaims all warranties, either express or implied, made in connection with this rental transaction.

**MALFUNCTIONING EQUIPMENT:** Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify KEVIN'S CRANE COMPANY LLC.

**RETURN OF EQUIPMENT /DAMAGED & LOST EQUIPMENT:** At the expiration of the Rental Period, Customer will return the Equipment. Equipment is to be in the condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. KEVIN'S CRANE COMPANY LLC shall endeavor to pick up the Equipment within a commercially reasonable period of time after the Equipment is called "off rent." Customer shall be liable for all damages to or loss of the Equipment from the time the Equipment arrives on the job until the Equipment is picked up. Inability or failure to return same to KEVIN'S CRANE COMPANY LLC for any reason whatsoever, Customer will pay KEVIN'S CRANE COMPANY LLC the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay KEVIN'S CRANE COMPANY LLC the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. KEVIN'S CRANE COMPANY LLC shall be under no obligation to commence repair work until Customer has paid to KEVIN'S CRANE COMPANY LLC the estimated cost therefor. Customer agrees that KEVIN'S CRANE COMPANY LLC reserves the right to charge the credit card provided by Customer as part of this Rental Agreement, a credit card on file if applicable, and/or Customer's account for any amount owed by Customer pursuant to this section due to damaged or lost equipment.

**REFUELING CHARGE:** Customer acknowledges that a "Refueling Charge" will be applied to all Equipment not returned full of fuel. The exact cost of the Refueling Charge may vary depending on the date Customer returns the equipment. Customer may avoid the Refueling Charge if Customer returns the Equipment with a fuel tank at the same fuel level as when Customer received it.

**REASONABLE WEAR AND TEAR:** Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift basis. The

following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) except where KEVIN'S CRANE COMPANY LLC expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

**TIRE AND TUBE REPAIR OR REPLACEMENT:** Repair or replacement of tires and tubes is the responsibility of Customer, and is not included in the rental rate.

**CUSTOMER'S INSURANCE COVERAGE:** Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (a) commercial general liability insurance ("CGL") (b) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by KEVIN'S CRANE COMPANY LLC. KEVIN'S CRANE COMPANY LLC shall be named as an additional insured for liability insurance and, if applicable, additional loss payee for property insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this agreement shall include a waiver of rights of recovery against KEVIN'S CRANE COMPANY LLC. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME KEVIN'S CRANE COMPANY AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.

**NO ASSIGNMENT, LENDING OR SUBLETTING:** Customer shall not sublease, subrent, assign or loan the equipment.

**MINIMUM CHARGE:** Minimum drop of and pick up fee - \$210

Customer Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_