



## Rental Agreement

This Equipment Lease (this "Lease") is made effective at the signing of this contract between (the "Lessor") A & I Builders, A & I Electrical, A & I Supply and (the "lessee") the customer.

Equipment: Any item leased or rented from the "Lessor".

Payment Terms: The total lease payment must be paid in full in order to bind this contract. Lessee shall provide a working credit card and authorizes the Lessor to apply charges stated within this contract. A \$300 deposit will be held per rental agreement and may be withheld at the discretion of the Lessor. The deposit will be refunded once the Equipment is returned and checked in.

Service Charge: If any Lease installment is not paid within 1 day after due date, the Lessee shall pay a service charge of 2% with a compound monthly interest of 2% of amount owed.

Non-Sufficient Funds: The Lessee shall be charged \$50.00 for each check that is returned to the Lessor for the lack of sufficient funds.

Lease Term: This Lease shall begin at the signing of this document and terminate after the return of the Equipment, unless otherwise terminated in a manner consistent with the terms of this Lease.

Location Of Equipment: The address of the equipment shall be documented and not removed from the from that location without the Lessor's prior consent.

Care and Operation of Equipment: The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

Maintenance and Repair: The Lessor shall maintain, at the Lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, delivery, and similar items. Cost of such repairs are at the Lessor's discretion, the Lessee agrees to not dispute such charges. Lessee agrees that charges may be credited from the deposit or credit card on file without notice. Abuse, damage and normal wear and tear are the opinion of the Lessor.

Lessor's Right of Inspection and Removal: The Lessor shall have the right to inspect, repair, remove or replace any equipment regardless of location, property or containment. Lessor is waived of all liability, litigation.

Return of Equipment: At the end of the Lease, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's expense. A \$100 charge shall be withheld from the deposit for the following reasons: Returned equipment does not have a full to top, fuel in the fuel tank: Returned equipment is

A I Supply - 700 EAST BROADWAY - STEELEVILLE, IL - 62288 - 618-497-2220



returned dirty: Returned equipment is late for being returned. 1 day rental period is 24hrs from pickup to drop-off with no more than 8hrs of hour meter operation. Week rental period is 168hrs from pickup to drop-off OR 56hrs of hour meter operation. Regardless of rental period duration, hour meter operation should never exceed 8hrs of operation within a 24hr period. If this does happen, an additional day of rental will be applied. Hour meter reading, Fuel level reading, Cleanliness and time are of the opinion of the Lessor.

Acceptance of Equipment: The Lessee shall inspect each item of equipment delivered pursuant to this lease. The Lessee shall immediately notify the Lessor of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Lessee fails to provide such notice before accepting delivery of the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified In the Equipment Schedule.

Ownership and Status of Equipment: The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Lessor shall be deemed to have retained title to the equipment at all times, unless the Lessor transfers the title by sale. The Lessee shall immediately advise the Lessor regarding any notice of any claim, levy, lien, or legal process issued against the equipment.

Warranty: The Lessor warrants that the Equipment is in good working condition, but makes no further warranties, express or implied. Lessee is responsible for checking and monitoring the Equipment including any and all safety devices.

Risk of Loss of Damage: The Lessee assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear.

Indemnity of Lessor for Loss or Damages: If the equipment is damaged or lost, the Lessor shall have the option of requiring the Lessee to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Lessor and subject to this Lease.

Liability and Indemnity: Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the Equipment during the term of this Lease is obligation of the Lessee, and the Lessee shall indemnify and hold the Lessor harmless from and against all such liability. If at anytime the Lessee seeks litigation against the Lessor, the Lessee will be responsible for any and all court and attorney fees. If at any time the Lessor seeks litigation against the Lessee, the Lessee will be responsible for any and all court and attorney fees. Signing of this document, the Lessee agrees to all the terms and conditions.

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**Billing Address**

**Credit Card #**

**Credit Card Expiration Date**

**Credit Card Security Code**

**Name On Credit Card**

**Address where Equipment to be kept**

**Phone Number**

**Email**

**Lessee Name**

**Signature**