



Rental Agreement

- A. It is understood that the Equipment will be operated for **not more than 10 hours in any one day; 50 hours in any one week; and 200 hours in any one month**, and Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.
- B. Lessee shall indemnify Diversified Asphalt Products against all loss or damage to the Equipment. The amount of any such loss or damage shall be based on the value shown on the contract or invoice. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.
- C. Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operating and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at his expense, any and all repairs. **Lessee agrees to use appropriate towing vehicles at all times when moving equipment.** Lessor will provide Lessee with tow vehicle requirements prior to rental. Only Lessee and its assigns trained and familiar with the proper and safe operation of the equipment shall operate it. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear excepted. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs of Lessor's regular shop rates. Lessee shall also be responsible for payment of any lost rental while unit is out of service.
- D. *In the event of breakdown, Lessee shall immediately discontinue use of equipment and contact Diversified Asphalt Products. Lessee agrees that in the event of equipment breakdown and/or maintenance the Lessor, Diversified Asphalt Products, is responsible for an adjustment to the rental invoice or time period in an amount equal to the time of usage lost, not to exceed 10 hours in any one day; 50 hours in any one week; and 200 hours in any one month, at a rate equal to the rental paid for the period of lost usage. This adjustment is the total compensation to the lessee for downtime. Any costs of project delays including but not limited to labor, transportation, penalties and back charges will be the sole responsibility of the lessee and Diversified Asphalt Products will be held harmless for any charges other than the adjusted rental time period.*
- E. Lessee assumes all risk and liability for and shall hold Diversified Asphalt Products and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the Equipment. Lessee, at his own expense, will carry public liability insurance with minimum liability limits in the amount of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and in the minimum amount of \$1,000,000 per occurrence for property damage. Neither Lessor, its assigns, the wholesale distributor, nor the Manufacturer shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment. *Diversified Asphalt Products must be named as additional insured on a Certificate of Insurance and a copy of the certificate must be on file prior to rental of equipment.*
- F. **Lessee agrees to use appropriate tow vehicles at all times when moving equipment. All tow vehicles must be equipped with a 3" Pintle Hitch, 6 Pin Wiring Connector and a Vehicle Brake Controller. Additionally, the vehicle must meet the minimum towing capacity appropriate for the rented equipment as listed below.**

Model of Equipment	Minimum Towing Capacity
SS125	5200#

- 1. Addition of Accessories:** Lessee will not, without the written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such accessory or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.
- 2. Compliance with Regulations:** Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.
- 3. Inspection:** Lessee shall, whenever requested, advise Lessor on the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor may remove the Equipment without notice to Lessee if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused.



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4. **Assignment:** Lessee agrees that Lessor may assign this Rental Agreement and all right, title and interest of Lessor in and to the Equipment, and all rents due or to become due to Lessor hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sublease the Equipment, or allow its use by persons not in his employ.
 5. **Default:** If Lessee shall fail to make any rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against him proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of or shall fail to comply with any other provisions of this Rental Agreement, or if any attachment, execution, writ or process is levied on any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessee agrees to return the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the Equipment, expenses, costs of removal of the Equipment from the Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business.
 6. **Construction:** This is an agreement for rental only and nothing herein shall be construed as conveying to Lessee any right, title, or interest in or to any item of Equipment leased hereunder, except as a Lessee.
 7. **Guaranteed Rental: Return of Equipment:** Provided the guaranteed rental shown on the contract or invoice is or has been paid, Lessee may return the Equipment and terminate this Rental Agreement on three days notice to Lessor.
 8. **General:** Time is of the essence of this Rental Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

Lessee: _____ **Date:** _____

Lessee Print Name & Title: _____

DAP: _____ **Date:** _____



Equipment Rental Supplement

1. Rental rates begin when the unit is picked up and ends when it is returned.
2. If the rental equipment is not being used, you will be charged for those days regardless of how many hours have increased on the hour meter.
3. If a circumstance arises that your schedule changes, return the unit to avoid charges for days not in use. Or call to make arrangements to extend your rental contract. (Based on availability).
4. In the event of unforeseen circumstances such as weather delay or any other uncontrollable situations, call your sales rep to see if you possibly qualify for extra days based on hours used.

By signing below, I agree to the above statements that are now included with the rental contract.

Sign _____ **Date** _____

Print _____ **Company** _____

Please Fax to 714-449-8660
— OR —

submit electronically