### **Rental Agreement**

### 1. Agreement

By renting equipment from Westco Rentals, you agree to abide by the following terms and conditions. These terms apply to all rental agreements made between Westco Rentals and the customer.

#### 2. Rental Period

The minimum rental period is 5 hours day, whichever is shorter. Rental charges are based on this minimum period, even if the equipment is returned earlier.

# 3. Rental Charges

Rental charges will be calculated based on the agreed-upon rental period. Any additional time beyond the initial period will be charged at the applicable hourly, daily, or weekly rate.

# 4. Equipment Maintenance and Condition

Westco Rentals ensures that all equipment undergoes regular maintenance and inspection before each rental. Customers are required to inspect the equipment upon receipt and notify Westco Rentals immediately if any issues or concerns arise. Westco Rentals is responsible for the maintenance of the equipment during the rental period.

# 5. Equipment Use

The customer agrees to use the equipment safely, properly, and in accordance with any operating instructions provided by Westco Rentals. The customer is responsible for the safe operation of the equipment and for ensuring that it is used only for the purposes for which it was designed.

## 6. Damages and Liability

The customer is responsible for any damage to the equipment during the rental period. Damages will be assessed by Westco Rentals upon return of the equipment. The cost of any necessary repairs or replacement due to damage beyond normal wear and tear will be charged to the customer.

# 7. Return of Equipment

The equipment must be returned by the agreed-upon time and date. Late returns will incur additional charges based on the hourly, daily, or weekly rate. The equipment should be returned in the same condition as when it was rented, except for normal wear and tear.

Equipment must be returned cleaned and fueled up. If equipment is returned not clean, a cost of \$15 for small equipment, and \$100 for large equipment will be charged. If the

equipment is returned not fueled, a cost of \$25 for small equipment, and a cost of \$250 for large equipment will be charged.

#### 8. Loss or Theft

In the event of loss or theft of the equipment during the rental period, the customer is responsible for the full replacement cost of the equipment.

# 9. Customer Responsibilities

The customer must ensure that all necessary permits, licenses, and certifications required to operate the equipment are obtained. The customer assumes all responsibility for the use and operation of the equipment during the rental period.

### 10. Indemnification

The customer agrees to indemnify and hold Westco Rentals harmless from any claims, liabilities, damages, or expenses arising from the use, misuse, or operation of the equipment during the rental period.

# 11. Termination of Rental Agreement

Westco Rentals reserves the right to terminate the rental agreement at any time and for any reason, including but not limited to misuse of the equipment or failure to comply with the terms and conditions.

### 12. Terms of Payment

Payment is due upon receipt, unless a charge account has been established. Charge accounts are Net 30. All overdue payments shall bear interest at the rate of 24% per annum calculated and compounded monthly.

By signing the contract, you agree to the above terms and conditions.