



A division of DAL Industries, INC

1225 Latta Street, Chattanooga, TN 37406 • Phone (423) 622-9115 • Fax (423) 622-5387

## Terms and Conditions of Rental

This Terms and Conditions of Rental ("Agreement") must be filled out completely and signed by an authorized employee of the company renting equipment. This Agreement is fully incorporated in that certain Rental Agreement associated with each rental, which Rental Agreement defines the rented equipment ("Equipment").

**This Agreement consists of (4) pages and will be kept on file for all rentals. This form must be updated upon either of the following conditions: 1.) the customer information changes, and/or 2.) the insurance policy changes 3.) DAL Industries, Inc. d/b/a A1 Hevi-Lift Rentals revises or changes the terms of the Agreement.**

### **Customer Information:**

Date  
Company:  
Address:  
City:  
State:            Zip:  
Contact  
Phone #:  
Fax #:  
Cell#  
Email

### **Acknowledgments**

1. Hereafter, the term "Company" refers to DAL Industries, Inc., d/b/a A1Hevi-Lift Rentals and the term "Renter" refers to the business/entity renting the Equipment.
2. This Agreement shall control and take precedence over any other document presented by the Renter signed or unsigned by Renter or Company. This includes, but is not limited to, purchase orders, terms and conditions, contracts, etc. Notwithstanding the foregoing, Renter agrees and acknowledges the terms of the Rental Agreement executed by Renter for each rental, which, among other things, describes the rented equipment (hereinafter "Equipment").
3. Renter agrees to pay any taxes due by any Federal, State, or Local agency for each rental should they be brought forth anytime in the future.
4. Quotes do not include any delays incurred during delivery and/or pick up, holiday or weekend overtime.
5. In the event there is a problem with the Equipment during the rental call (423)622-9115 or email [info@a1lift.net](mailto:info@a1lift.net) (24Hours).
6. Equipment is NOT to be transported by anyone other than the Company without prior approval. If the Equipment is to be picked up at a different location within the building or facility from where it was delivered, Company must be notified by email at [info@a1lift.net](mailto:info@a1lift.net) prior to pick up. Any delays can result in additional charges of \$85.00 per hour.
7. Equipment will be delivered assembled as a unit (lift, forks, boom, and counterweights) and the Equipment is to be assembled as a unit upon pick up or there will be additional charges for the driver to reassemble the Equipment for transport.
8. Company requires 48 hour notice to call Equipment off rent so Company can order any necessary permits needed to schedule trucks for pick up, failure to provide 48 hours' notice could result in additional charges. Company will provide Renter with a confirmation number to call Equipment off rent.
9. Operators are available for an additional charge.

### **Conditions of Equipment Rental:**

1. The rate quoted for Equipment does not include operator, fuel, oil, or daily maintenance and inspections.
2. Company is responsible for all preventive maintenance and breakdown of the Equipment.
3. Renter agrees to indemnify and hold harmless the Company, against any claims arising out of its use of the Equipment



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while on the delivery location.

4. Equipment has to be returned in the same condition as received less normal wear and tear and **rent must be paid until day of return.**
5. Renter must supply adequate surface for Equipment to be unloaded upon delivery. Company is not responsible for any surface damage during pick up or delivery or during rental time. Renter is responsible for any and all charges related to recovery of inoperable Equipment due to surface failure.
6. Renter and operator agree to comply with the United States Department of Labor OSHA Regulations and safety guidelines.
7. Renter agrees that no one will operate the Equipment until a competent operator has fully read and understands the operator's manual for the specific equipment.

#### **Reservation Conditions of Equipment Rental:**

1. In order for a rental agreement and reservation to be secure, the following guidelines are established: (a) If Renter has an established account with Company, Company will accept a purchase order (i.e.: P.O.) as a means of the initiation of a reservation at which they will still be required to fully execute a Rental Agreement; (b) If Renter does not have an established account with Company, Renter must execute a credit card authorization form in conjunction with the Rental Agreement. The full amount of the agreed rental rates, terms and/or additional charges (i.e.: transportation, freight, materials, etc) will be authorized on the credit card provided. The reservation will be completed only upon the Company's receipt of the fully executed Rental Agreement, credit card authorization form and receipt of the credit card company's approval of agreed amount to which rental reservation will be secure and binding.
2. The Renter hereby agrees to the following reservation conditions of equipment rental: (a) If the Renter cancels a fully executed Rental Agreement 30 days or more prior to the reserved reservation date(s), the Renter will not assessed a penalty; (b) If the Renter cancels a fully executed Rental Agreement between 7 days to 30 days prior to the reserved reservation date(s), and terms for the agreed length of the equipment rental, excluding estimated freight charges; (c) If the Renter cancels a fully executed Rental Agreement 7 days or less prior to the reserved reservation date(s), the Renter will be assessed the full amount of the agreed rental rate, excluding estimated freight charges.

#### **Terms and Conditions:**

1. Equipment rental starts on delivery to Renter and stops on return to Company's yard. Equipment returned in less than satisfactory condition will continue to require rent payment until Company is satisfied with condition. Company may repossess equipment at any time. Excessive use of equipment shall mean all hours in excess of 8 hours per day, 40 hour per week and 100 hours per month unless otherwise specified.
2. Rent is payable in advance. Rent is due regardless of Renter dispute or Renter's loss of use of equipment and will be paid regardless of any set-off, counterclaim or recoupment. Renter is responsible for Company's transportation charges.
3. Rent past due for 30 days or more will incur a 2% late fee on the past due amount and the late fee will compound monthly. If Company uses an attorney to enforce any section of this Agreement, Renter is responsible for Company's reasonable fees and court costs.
4. Company does not collect taxes outside the State of Tennessee. Renter is responsible for all taxes due to rental now or in the future.
5. Renter acknowledges inspection of the Equipment and has found it to be in good working order. Renter accepts equipment delivery AS IS. Once accepted, Company shall have no liability to Renter. Renter assumes all responsibility for Equipment use, possession and control. Renter waives all damages (including but not limited to incidental and consequential damages) and claims for property damage or personal injury, including those arising out of or relating to Company's negligence, other than gross negligence.
6. Renter shall indemnify and hold Company and its affiliates harmless from and against all claims, demands, costs, reasonable attorney's fees, liabilities and obligations directly arising out of Renter's use, possession or control of the Equipment, including without limitation of personal injury and property damage claims of any employee or agent of Renter or any other person, firm, corporation or entity. Renter shall give Company written notice of all damage to or destruction of the Equipment and all personal injury and property damage claims arising out of or relating to Renter's use, possession or control of the Equipment immediately, but in no event not more than twenty-four (24) hours after Renter has notice of same.
7. Except to the extent attributable to Company, Renter bears all risk of loss for damage to or destruction of Equipment. This includes, without limitation, fire, flood, storm, theft, vandalism, act of God, act of war or other casualty. Renter assumes all responsibility for its use, possession or control of Equipment.
8. If Equipment is damaged, destroyed, or a fault in the Equipment is found by Renter, Renter shall notify Company immediately, but in no event not more than twenty-four (24) hours after the occurrence of damage, destruction, fault with, or other loss to the Equipment. In the event of damage, destruction, fault with, or other loss to the Equipment, Renter, at the Company's option, shall immediately: (a) repair the Equipment, (b) replace Equipment with like

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Equipment in good condition with free and clear title, or (c) pay Company current fair market value for the Equipment. Damage or other loss to the Equipment does not change the Renter's requirement to pay rent as set forth in the Agreement.

9. Insurance Provisions: Renter shall at its own expense maintain the following insurance on the Equipment at all times: (I) all-risk physical damage insurance, (II) commercial general liability insurance including contractual liability and products liability, (III) automobile liability insurance, (IV) workers' compensation insurance, and (V) employer's liability insurance. Such insurance shall be in amounts and form acceptable to Company and contain a waiver of subrogation clause in favor of Company. The amount of all-risk physical damage insurance shall be the greater of the full replacement value or the original cost of the Equipment. Each physical damage policy will name Company as Loss Payee. The commercial general liability and automobile liability insurance policies will name Company as Additional Insured. Renter shall provide Company with thirty (30) days prior written notice of cancellation of such policy. On the date of this Lease and thereafter upon any material change in insurance coverage, Renter shall furnish to Company a certificate or other evidence satisfactory to Company that such insurance coverage is in effect, but Company shall be under no duty to ascertain the existence or adequacy of such insurance. The insurance maintained by the Renter shall be primary without any right of contribution from insurance which may be maintained by Company. Renter shall be liable for all deductible portions of all required insurance. The proceeds of physical damage insurance, at the option of Company, shall be applied (a) towards the replacement, restoration or repair of the Equipment or (b) toward payment of the obligations of Renter hereunder. Renter shall notify Company immediately, but in no event not more than twenty-four (24) hours after any casualty, damage or other loss to the Equipment. If at any time or times during the term of this Lease, Renter fails to obtain or maintain any of the policies of insurance required by this Paragraph 9, then at its sole option Company may terminate this agreement.
10. Renter shall provide all fuel, oil, and other consumables required to keep the Equipment in proper working order. Renter shall be responsible for the daily maintenance and inspections, Company will be responsible for Preventive Maintenance and breakdowns. Company will be responsible for travel expenses for repair due to mechanical failure and preventive maintenance; Renter will be responsible for expenses, labor and parts if the repair necessary is deemed the fault of the Renter.
11. Renter shall keep any engine hour meter or similar device on the Equipment attached and operating and shall promptly inform Company of any malfunction of any such device. Renter is not to make any alterations, additions or improvements to the Equipment. Any alterations, additions or improvements made become property of the Company.
12. Company will be allowed to inspect equipment at all reasonable time wherever Equipment may be located. Renter shall reimburse Company for the reasonable cost of replacement of the operator's manual and/or ignition key if either is discovered missing upon return of the Equipment to the Company.
13. If Company is called to Renter's premises to repair or service the Equipment, the Renter will provide a suitable well lighted, heated and ventilated area where Company's employees may service and repair the Equipment.
14. Unless Company is advised by Renter within twenty-four (24) hours from start of Lease, the Equipment shall be deemed to contain an operator's manual and an ignition key.
15. Upon Equipment return, Renter shall return all, and the same, liquid propane tanks to Company as were provided to Renter by the Company.
16. Renter shall permit operation of the Equipment only by the competent and properly trained persons who have been issued, and maintain, a valid operator license if required to operate the equipment rented hereunder. Renter and operator agree to comply with the United States Department of Labor OSHA Regulations and safety guidelines. Renter shall not permit overloading of the Equipment beyond its capacity. Renter shall not allow Equipment to be used to push or pull static loads. Renter shall not permit Equipment to be used in any manner subjecting it to adverse environmental conditions, including but not limited to: fire, corrosion, radiation, water, excessive heat or unsuitable floor or ground conditions. Renter shall not permit the Equipment to be lifted by a crane or be operated on a public street.
17. Daily Maintenance and Inspections: Renter is to make daily checks of Equipment, as recommended in the operator's manual, and report faults to Company and not allow Equipment to be used until the faults have been corrected by Company or Renter, at the Company's option. Daily checks are to include: oil, electrolyte, battery acid and coolant levels. Renter is to keep Equipment clean. Renter is to recharge batteries in accordance with manufacturer's recommendation. Renter is to ensure pneumatic tires have manufacturer's recommended air pressure. Renter is to ensure that the operator's manual is carried in the Equipment and has been read by employees who operate the Equipment.
18. Title to Equipment remains with Company. Renter may not transfer, pledge or assign this document, the Equipment or any interest in either without prior written consent of Company. Company shall have the right to assign this document or any interest therein without the consent of and without notice to Renter.
19. Renter is responsible for all license fees, registration fees, and all taxes, assessments and charges relating to use, possession or control of the Equipment except taxes on or measure by Company's income. Any failure on the part of the Renter to pay sums due may result in Company making required payments and Renter shall immediately reimburse Company for all sums paid.
20. In the event of a default by Renter under this document, Company shall have all rights and remedies available at law or in equity, in addition to the rights and remedies specifically provided in this document.



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- 21. This document shall be subject to, and governed by, the internal laws of the State of Tennessee. Renter consents to the jurisdiction of the courts of Tennessee and specifically consents to venue in Hamilton County, Tennessee.
- 22. This document constitutes the entire agreement of the parties with respect to the subject matter hereof and all prior written or oral agreements, are merged herein. This document may be amended only in writing signed by both parties.
- 23. Any provision of this rental which is void or unenforceable in any jurisdiction shall be severable and shall not invalidate the remaining provisions hereof.
- 24. Renter represents that the Equipment rented hereunder shall be used for business purposes only and agrees that this rental shall not be construed to be a consumer contract.
- 25. The parties agree that signatures transmitted and received via facsimile or email shall be treated for all purposes of this agreement as original signatures and shall be deemed valid, binding and enforceable by and against all parties.

**DISCLAIMER OF WARRANTIES**

Company expressly disclaims all representations and warranties expressed or implied including but not limited to warranties related to: (a) DESIGN, QUALITY OR CONDITION OF EQUIPMENT; (b) MATERIAL OR WORKMANSHIP OF THE EQUIPMENT; AND (c) MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE. Company makes no warranty with respect to any manufacturer patent, copyright, trademark, trade name or proprietary laws or rights.

**Arbitration Agreement to Rental Agreement:**

**Dispute Resolution**

Except for an action by Company to recover the equipment and any money due, any controversy or dispute arising out of or relating to this agreement (including tort actions and actions for breach of this Agreement) or to any inducement to entering into this Agreement shall be resolved by binding arbitration before a single arbitrator conducted in Chattanooga, Tennessee, in accordance with the Rules of Procedure for Arbitration of Commercial Disputes of the American Arbitration Association to the extent such procedures are not inconsistent with this Agreement. The arbitrator will only have the authority to award actual direct damages, and will not have the authority to award punitive or any other damages. Any award rendered by the arbitrator shall be final and binding upon the parties, and judgment on any such award may be entered in any court having jurisdiction thereof. The fees and expenses of the arbitrator shall be borne equally by the parties.

**CUSTOMER / RENTER AUTHORIZATION AND SIGNATURE**

The undersigned warrants that he/she has authority to sign on behalf of the renter named herein. Renter agrees to immediately cease using said rented equipment if it is deemed unsafe and immediately notify DAL Industries, Inc., d/b/a A1Hevi-Lift Rentals, Inc., at the phone number at the top of this rental agreement.

**CUSTOMER/RENTER HEREBY AGREES THAT BY SIGNING THIS AGREEMENT THAT THEY HAVE READ AND AGREE TO IN ITS ENTIRETY THE TERMS AND CONDITIONS SET FORTH THROUGHOUT THIS RENTAL AGREEMENT.**

\_\_\_\_\_  
Authorized Renter / Customer Signature

\_\_\_\_\_  
Authorized Renter / Customer Printed Name

\_\_\_\_\_  
Date of Fully Executed Rental Agreement