



CUSTOMER RESPONSIBILITY ACKNOWLEDGEMENT PAGE 1 OF 1

- ☐ **Cart is to be returned, rinsed and CLEANED**
 - Super important to rinse trailer with water immediately after pouring and before returning the cart to avoid the following fees:
 - Cleaning Fee: \$75
 - Dumping Fee: \$100
 - Harden Concrete: \$300

- ☐ **Customer Agrees to obey all traffic laws and drive no faster than 45 MPH**

- ☐ **Customer will try to keep the cart level when unloading (avoid tilting on steep grade)**

- ☐ **Customer will return the cart with the cover to avoid additional fees**
 - Un-returned/ Lost Cover: \$40 Replacement Fee

- ☐ **Customer confirms and has verified that the trailer is hooked up and hitched properly before leaving SMG yard.**

- ☐ **Customer acknowledges and confirms that their truck has the correct towing capacity to pull a cart responsibly:**
 - ½ Ton truck for all loads up to 1 yard
 - 2500 or bigger truck necessary for loads 1.25 yards or larger

- ☐ **Customer acknowledges that late fees will be charged if cart is not returned after the designated 2 hour time slot.**
 - For every additional 15 min after time is \$25 fee:
 - 0-15 min late is \$25
 - 15-30 min late is \$50
 - 30-45 min late is \$75
 - 45-60 min late is \$100

- ☐ **Customer acknowledges that they are responsible for any and all fees related to damage or loss of SMG carts.**

- ☐ **Customer acknowledges that they have read and agree to all the statements above and the terms and conditions on the following two pages.**



TERMS AND CONDITIONS PAGE 1 OF 2

The Lessor, hereby rents to the Lessee, identified by his signature on this contract the personal property described, subject to all terms and conditions of contract: The Lessee in consideration thereof, acknowledges and agrees as follows:

1. **INSPECTION.** The Lessee acknowledges that he has personally inspected the equipment, finds it suitable for his needs and in good condition, that he understands its proper use and agrees to inspect the equipment prior to use and notify the Lessor of any defects.

2. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If equipment becomes unsafe or in disrepair, Lessee agrees to discontinue use and notify the Lessor who will replace the equipment with similar equipment in good working order, if available. The Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise.

3. **WARRANTIES.** THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED. There is no warranty that the equipment is suited for the Lessee's intended use, or that it is free from defects.

4. **HOLD HARMLESS AGREEMENT.** The Lessee agrees to assume the risks of, and hold the Lessor harmless for property damage and personal injuries caused by the equipment and/or arising out of the Lessor's negligence, The Lessee shall indemnify and hold the Lessor harmless from any claims of third parties for loss, injury and damage to their persons and property arising out of the Lessee's possession, use, maintenance or return of equipment, including legal cost incurred in defense of such claims.

5. **PROHIBITED USES.** Use of equipment in the following circumstances is prohibited and constitutes a breach of contract: (a) Use for illegal purposes or in an illegal manner. (b) improper, unintended use or misuse. (c) Use by anyone other than the Lessee or his employees, without The Lessor's written permission. (d) Use at any location other than the address furnished the Lessor without the Lessor's written permission, except trailers.

6. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** The Lessor may assign its rights under this contract without the Lessee's consent but will remain bound by all obligations herein. The Lessee may not sublease or loan the equipment without the Lessor's written permission. Any purported assignment by the Lessee is void.

7. **TIME OF RETURN.** The Lessee's right to possession terminates on expiration of rental period and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.

8. **RETURN OF EQUIPMENT.** At the termination of this agreement, Lessee shall return all of the Equipment to Lessor's premises during Lessor's regular business hours, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Lessor's regular business hours. If Lessor has agreed to deliver the Equipment to Lessee or to pick up the Equipment from Lessee. Lessee shall be responsible for all losses or damage to the Equipment from time of delivery to Lessee and until picked up by Lessor.

9. **DAMAGED OR LOST EQUIPMENT.** The Lessee agrees to pay for any damage to or loss of equipment, as an insurer, regardless of cause, except reasonable wear and tear while equipment is out of possession of The Lessor. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost equipment. Equipment damaged beyond repair will be paid for at its Replacement Cost when rented.



TERMS AND CONDITIONS PAGE 2 OF 2

9A DAMAGE WAIVER - The lessor charges a damage waiver fee of 10% on all rentals. In doing so, the lessor waives its right to recover direct costs, set as a maximum of \$300, associated with damage or destruction of rental equipment while in the possession of the lessee. The lessee may decline damage waiver coverage if the lessor is provided with a current insurance certificate that names the lessor as additional insured and loss payee. Providing lessor with an insurance certificate removes damage waiver on all rentals going forward in time and may not be used retroactively by lessee. Damage waiver is not an insurance, nor is it a warranty, it does not cover negligence or neglect by lessee and has a set of exclusions and exceptions that are set forth below in section 9 a-f.

1. Loss by damage, vandalism, malicious mischief, and theft.
2. Loss, damage, or theft of accessory equipment, such as electric cords, hoses points, chisels, floor polisher brushes, etc.
3. Loss or damage resulting from overloading, exceeding rated capacity, misuse, abuse, or improper servicing of equipment.
4. Damage to tires and tubes caused by blowout, bruises, cuts, or other causes inherent in the use of equipment.
5. Loss due to mysterious disappearances or wrongful conversion by a person entrusted with equipment.
6. Damage waiver is null and void if the damage is caused by a third party not associated or related to the renter.

10. THEFT OF EQUIPMENT. The Lessee agrees to pay for equipment (at its replacement cost when rented) for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.

11. COLLECTION COSTS. The Lessee agrees to pay all reasonable collection, attorneys and court fees and other expenses involved in the collection of the charges or enforcement of the Lessor's rights under this contract.

12. REPOSSESSION. Upon a failure to pay rent or other breach of this contract the Lessor may terminate this contract for breach, the Lessor may terminate this contract and take possession of and remove equipment from whenever it is, and the Lessor and his agents shall not be liable for any claims for damage on trespass arising out of the removal of the equipment.

13. DISCLAIMER OF MANUFACTURE. The Lessee agrees that the Lessor is neither the manufacturer of the equipment nor the agent of the manufacturer.

14. LOADING AND UNLOADING EQUIPMENT. If the Lessor's employees assist in loading or unloading the equipment, the Lessee agrees to assume the risk of, and hold the Lessor harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Lessor and its employees.

15 THEFT. That the Lessor of its own discretion may report as stolen all personal property not returned within the date listed in the "Date and Time Due In" section of the contract or if conditions and circumstances indicate theft before that time.

16. INSPECTION OF TRAILER HITCH. The Lessee agrees to inspect the trailer coupling mechanism and safety chain before leaving the Lessor's premises. The Lessee also agrees to inspect the equipment, periodically (every 100 mi.) and to maintain the coupling and chain in a safe and secure condition.

17. WAIVER OF CLAIMS. The Lessee waives all claims for personal injury, property damage to the transported equipment, loss of time or inconvenience arising out of the use of a trailer, or any accident or breakdown.

18. DAMAGE TO BUMPERS. The Lessor is not liable for damage to the Lessor's bumper or automobile done by detachable hitches.

19. ACCIDENT NOTIFICATION. The Lessee will immediately notify the Lessor in the event of any accident.

20. OVERDUE ACCOUNTS. Accounts are due and payable at the termination of the rental period. A service charge may be assessed on all overdue accounts.