

# EQUIPMENT RENTAL AGREEMENT

**I. THE PARTIES.** This Equipment Rental Agreement ("Agreement") is made between:

**Lessor:** JA Equipment Rentals LLC ("Lessor"), a business entity.

**Lessee:** The individual renting the equipment ("Lessee").

Lessor and Lessee are each referred to herein as a "Party" and collectively as the "Parties."

## Definitions

- **"Casualty Value"** means the market value of the Equipment at the end of the Lease Term or, in the case of a Total Loss, the market value it would have had at the end of the Term but for the loss. The Casualty Value shall not exceed the original purchase price of the Equipment.
- **"Equipment"** means the rental equipment selected and confirmed by the Lessee at the time of booking, with a value determined and documented by the Lessor.
- **"Total Loss"** means any loss or damage that is not repairable or would cost more to repair than the Equipment's market value.

## II. EQUIPMENT DESCRIPTION

Lessor agrees to lease to Lessee equipment as selected from JA Equipment Rentals LLC's available inventory and specified in the rental invoice or confirmation email.

**VII. SECURITY DEPOSIT.** Prior to taking possession of the Equipment, the Lessee shall be required to pay a deposit in the amount of \$150.00 ("Security Deposit") for the performance by the Lessee under this Agreement for damages caused by the Lessee or Lessee's agents to the Equipment during the Lease Term. In addition, the Security Deposit may be applied to any amount owed by the Lessee to the Lessor. After the rental is over it is the renter's responsibility to initiate the refund process by contacting the equipment rental business. Renters should verify that they have returned the equipment in good condition and that there are no outstanding balances.

**VIII. DELIVERY OF EQUIPMENT.** The delivery of the Equipment to the Lessee at the start of the Lease Term and returning to the Lessor at the end of the Lease Term shall be the responsibility of the Lessee. Upon pickup or acceptance of the equipment, the renter is responsible for inspecting and confirming the equipment's condition and functionality, and no refunds will be issued thereafter.

**IX. OPTION TO PURCHASE.** During the Lease Term, the Lessee shall not have the option to purchase the Equipment. If the Parties do come to an Agreement to purchase, it shall be in a separate agreement.

**X. REPAIRS AND MAINTENANCE.** If for any reason the Equipment shall need repairs or maintenance due to wear-and-tear, the Lessee shall be responsible. The Lessee 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, and similar items. If the Equipment is not in good repair, appearance and condition when it is returned to the Lessor, the Lessor may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessor will make the said

repairs within a reasonable time of taking possession of the Equipment and will give the Lessee written notice of and invoices for the said repairs. Upon receipt of such invoices, the Lessee will immediately reimburse the Lessor for the actual expense of those repairs. The Lessee may, but is not obligated to, enforce any warranty that the Lessor has against the supplier or manufacturer of the Equipment. The Lessee will enforce such warranty or indemnity in its own name and at its own expense.

**XII. ACCEPTANCE OF EQUIPMENT.** The Lessee shall inspect each item and part of the Equipment upon delivery and pursuant to this Agreement. The Lessee shall have one (1) hours from the delivery date to inform the Lessor of any discrepancies. 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.

**XIII. NO WARRANTY.** The Lessor makes no warranties, express or implied, as to the equipment leased. The Lessee assumes responsibility for the condition of the Equipment.

**XIV. RISK OF LOSS OR DAMAGE.** The Lessee assumes all risk of loss or damage to the Equipment from any cause and agrees to return it to the Lessor in the condition received, with the exception of wear and tear, unless otherwise provided in this Agreement.

a.) Damaged or Lost Equipment. Unless otherwise provided in this Agreement, if the equipment is damaged or lost, the Lessor shall have the option of requiring the lessee to either repair the Equipment to a state of good working order or to replace the Equipment with like-equipment and in equal condition. The final decision for approval of any lost or damaged Equipment will be ultimately up to the Lessor. To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause. If the Equipment is lost or damaged, the Lessee will continue paying Rent, will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition. In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor all unpaid Rent for the Term plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Lessee.

Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause. Includes tire, engine, chassis, seat control, hand control, and carriage due to misuse or negligence

#### **Loss and Damage/ Customer Responsibilities**

If the Equipment is lost or damaged, the Lessee will continue paying Rent, and will provide the Lessor with prompt written notice of such loss or damage and will pay to the Lessor all unpaid Rent for the Term plus the Casualty Value of the Equipment. 10. In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor all unpaid Rent for the Term plus the Casualty Value of the Equipment.

**XV. TAXES AND FEES.** During the Lease Term, the Lessee shall be responsible and be required to pay any applicable taxes, assessments, license, registration, or any other fees associated with the handling and

operation of the Equipment.

**XVI. DEFAULT.** The occurrence of any of the following shall constitute a default under this Agreement:

- a.) Failure of Payment. The failure of the Lessee to make a required payment under this Agreement; b.) Violation of Agreement. The violation of any provision of this Agreement that is not corrected within five (1) days after written notice has been received;
- c.) Bankruptcy. The insolvency or bankruptcy of the Lessee; and
- d.) Seizure. The subjection of any of the Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or government agency.

**REMEDIES.** On the occurrence of an Event of Default, the Lessor will be entitled to pursue any one or more of the following remedies (the "Remedies"):

- Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Lessee.
- Apply the Deposit toward any amount owing to the Lessor.
- Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
- Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee waives any and all damage occasioned by such taking of possession.
- Terminate this Agreement immediately upon written notice to the Lessee.
- Pursue any other remedy available in law or equity.

**XVII. RIGHTS UNDER DEFAULT.** If the Lessee shall default under this Agreement, and without notice to or demand on the Lessee, the Lessor may take possession of the Equipment as provided by law with the right to deduct the costs of recovery, including any attorney's fees and legal costs, in addition to any repair or other costs to obtain the Equipment and bring to the same condition as the Lessee received upon initial delivery and hold the Lessee responsible for any deficiency. The rights and remedies of the Lessor provided by law and this Agreement shall be cumulative in nature. The Lessor shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.

**XVIII. ASSIGNMENT.** The Lessee is strictly prohibited from assigning or subletting the Equipment in any manner unless written consent is given by the Lessor. In addition, the Equipment may not be used by any person or associate other than the Lessee and their agents, employees, and subcontractors.

**ALTERATIONS.** Lessee shall make no alterations to the equipment without the prior written consent of the Lessor. All alterations shall be the property of the Lessor and subject to the terms of this Lease.

**MAINTENANCE AND REPAIR.** The Lessee 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, and similar items.

**LESSOR'S RIGHT OF INSPECTION.** The Lessor shall have the right to inspect the equipment during Lessee's normal business hours.

**RETURN OF EQUIPMENT.** At the end of the Lease term, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's expense.

**OPTION TO RENEW.** If the Lessee is not in default upon the expiration of this lease, the Lessee shall have the option to renew this Lease for a similar term on such terms as the parties may agree at the time of such renewal.

**RISK OF LOSS OR 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, unless otherwise provided in this Lease.

**INDEMNITY OF LESSOR FOR LOSS OR DAMAGES.** Unless otherwise provided in this Lease, 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. The Lessee will indemnify and hold harmless the Lessor against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Lessee's use of the Equipment.

**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 the obligation of the Lessee, and the Lessee shall indemnify and hold the Lessor harmless from and against all such liability.

The Renter acknowledges and agrees that the use of the rented equipment is at the Renter's sole risk and liability. In no event shall Company, its officers, directors, employees, agents, or affiliates be liable for any damages, claims, demands, or causes of action arising from or related to the rental or use of the equipment, including but not limited to personal injury or death, property damage, or damage to other equipment or property. The Renter assumes all risk of liability for any and all damages or injuries caused by or arising from the use or operation of the rented equipment, and agrees to indemnify and hold harmless Company from and against any and all such damages or claims.

**CASUALTY INSURANCE.** The Lessee shall insure the equipment in an amount sufficient to cover the replacement cost of the equipment.

**Use of Equipment**

- The Lessee will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.
- The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose.
- Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment. ●

**Surrender**

- At the end of the Term or upon earlier termination of this Agreement, the Lessee will return the Equipment at the Lessee's cost, expense and risk to the Lessor by delivering the Equipment to 2871 W 7180 S West Jordan UT 84084 United States, USA. If the Lessee fails to return the Equipment to the Lessor at the end of the Term or any earlier termination of this Agreement, the Lessee will pay to the Lessor any unpaid Rent for the Term plus the Casualty Value of the Equipment plus 10% of the Casualty Value, at which point ownership of the Equipment will pass to the Lessee.
- Use the equipment carefully and for its intended purpose. Comply with all manufacturer requirements/recommendations and with all applicable laws. Do not alter/modify the equipment without the permission of the owner. Equipment may not be moved from the specified job site. Equipment may not be driven on the road any distance that exceeds 1/2 mile.
- If the equipment being rented has an hour meter on it, the hours allowed for the rental are 8hrs per day. Any hours over the allotted amount will be charged at a rate of \$50/hr
- Trailers have a daily mileage limit of 200 miles per day. Any additional miles driven will be charged to the lessee at a rate of \$0.50/mile. If the Lessee takes the trailer or equipment out of the state of Utah they are required to first ask the Lessor for permission

**XIX. SEVERABILITY.** If any portion of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall constitute to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, that it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**XX. GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws located in the State where the Equipment is being rented.

**XXI. ENTIRE AGREEMENT.** This Agreement constitutes the full agreement between the Parties. No changes are valid unless made in writing and signed by both Parties.

**XXII. EXECUTION.** By signing below, both Parties agree to the terms of this Agreement.

**FUEL.** The rented equipment will be provided with a full tank of diesel fuel at the commencement of the rental period. The Renter agrees to return the equipment with a full tank of diesel fuel upon completion of the rental period. If the equipment is returned with less than a full tank of diesel fuel, the Renter will be charged for the cost of the missing fuel, at a rate of \$8/gal and the Renter authorizes JA Equipment Rental to charge the Renter's credit card or other payment method on file for the fuel cost.

**Lessee is required to**

- Perform regular fluid checks and top off as necessary. To include coolant, fuel, hydraulic, engine, differential and axle.
- Maintain at least 1/4 tank fuel level. Diesel only.
- Repair or replace hydraulic hoses and fittings as needed.
- Keep machine clean and free of mud and debris

**Lessee is required to prevent**

- Overloading of starter motor.
- Shock loading of driveline and transmission components • Critical discharge of battery.
- Damage to key switch.

- Tire slipping resulting in chunking or tearing of tread.
- Driving in mud or loose material beyond axle depth.
- Contacting overhead power lines.
- Machine tip over.
- Glass and vinyl cracking or breakage.
- Damage to machine controls and switches

## Rental Damage Waiver Agreement

This Rental Damage Waiver Agreement (the “Agreement”) is entered into as of [Date of Rental], by and between JA Equipment Rentals LLC, a Utah limited liability company with its principal place of business at 2871 vd W 7180 S, West Jordan, UT 84084 (“Rental Company” or “We/Us/Our”), and [Customer’s Full Name], [Customer’s Address], [Customer’s Phone Number], [Customer’s Email] (“Customer” or “You/Your”).

This Agreement is incorporated into and forms a part of the Rental Contract dated [Date of Rental] (the “Rental Contract”) for the rental of the equipment (the “Equipment”).

### Recitals

WHEREAS, the Rental Company offers a Rental Damage Waiver (“RDW”) program as an optional protection for Customers renting Equipment;

WHEREAS, the RDW is not insurance but an agreement between the Rental Company and the Customer that, upon payment of the RDW Fee (as defined below), limits the Customer’s financial responsibility for certain physical damage to the Equipment during the Rental Period (as defined in the Rental Contract);

WHEREAS, the RDW is administered through the Rental Company’s insurance policy underwritten by Columbia Casualty Company and administered by Specialty Equipment Insurance Services (the “Insurer”), Policy No. AYD763306602-00 (the “Policy”), which provides coverage for direct physical loss or damage to eligible Equipment from covered causes, subject to the Policy’s terms, conditions, exclusions, and limitations;

WHEREAS, the Insurer determines coverage eligibility, and the RDW does not apply to all types of loss or damage;

WHEREAS, the Customer desires to purchase the RDW for the Equipment;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. RDW Fee and Purchase

You agree to pay a non-refundable RDW Fee equal to 15% of the total rental cost under the Rental Contract (the "RDW Fee"). Payment of the RDW Fee is required at the time of rental and must be made in full prior to taking possession of the Equipment. By signing this Agreement and paying the RDW Fee, You elect to participate in the RDW program.

## 2. Scope of the RDW

Subject to the terms, conditions, exclusions, and limitations set forth in this Agreement and the Policy (which are incorporated herein by reference), payment of the RDW Fee waives Your responsibility for the cost of repairs or replacement of the Equipment due to direct physical loss or damage caused by or resulting from a Covered Cause of Loss during the Rental Period, up to the Policy limits (\$500,000 per item, \$3,000,000 per occurrence, and \$3,000,000 aggregate).

- **Covered Property:** Includes mobile equipment, portable equipment, trailers (other than semi-trailers, camping trailers, office trailers, or mobile homes), and attachments designed to function with such property, provided the Equipment value is between \$1,000 and \$500,000 (pre-approval required for values over \$500,000 or cranes).
- **Covered Causes of Loss:** A fortuitous cause or event occurring during the Rental Period, not otherwise excluded, such as accidental damage (subject to Insurer determination). Coverage begins when You take possession of the Equipment under the Rental Contract and ends at the earlier of the Rental Contract expiration or return of the Equipment to Our possession.
- **Additional Coverages:** Includes debris removal (up to \$5,000 additional) and pollutant cleanup and removal (up to \$10,000 aggregate), as per the Policy.

The RDW does not cover loss of use, consequential damages, or any other indirect costs. Settlement is on an Actual Cash Value basis (replacement cost minus depreciation), at the Insurer's option, which may include paying for repairs, replacement, or taking the Equipment.

## 3. Deductible

Even if the loss or damage is covered under the RDW and the Policy, You agree to pay a deductible of \$2,500 per item per occurrence (the "Deductible"). The Deductible applies to each claim and must be paid by You prior to any coverage under the RDW. We will not pay for loss or damage until the adjusted loss exceeds the Deductible, and then only for the excess up to the applicable limits.

## 4. Customer Responsibilities and Conditions

For the RDW to apply, You must comply with all of the following at all times during the Rental Period:

- Use the Equipment solely for its intended purpose and design, in accordance with all manufacturer guidelines, manuals, and safety instructions.
- Operate the Equipment only by authorized users identified in the Rental Contract, who must possess valid driver's licenses or government-issued photo ID.
- Maintain the Equipment properly, including lubrication, servicing, and avoiding overload (e.g., not exceeding rated load capacity).

- Protect the Equipment from theft, vandalism, and unauthorized use; report any theft or vandalism to police immediately and cooperate with investigations.
- Notify Us promptly of any loss or damage and not make repairs without prior approval from Us or the Insurer.
- Allow inspection of the Equipment upon request.
- Comply with all laws, regulations, and the Rental Contract terms.
- Ensure the Equipment is not used in excluded activities or locations (see Section 5 below).

You must provide a major credit card with signature at rental for billing purposes, including any Deductible or uncovered damages.

## 5. Exclusions – When the RDW Does Not Apply

The RDW does not apply, and You will be fully responsible for all loss, damage, repair, or replacement costs (including the full Actual Cash Value of the Equipment), if the loss or damage is caused by or results from any of the following (whether directly or indirectly, and regardless of any concurrent cause):

- Usage inconsistent with intended purpose, manufacturer guidelines, or overloading.
- Ingestion of foreign objects, rocks, dirt, or trash.
- Biological or chemical materials, pollutants (unless caused by a specified peril), or communicable diseases.
- War, military action, insurrection, rebellion, or governmental seizure.
- Nuclear hazard, radiation, or contamination.
- Unexplained loss, mysterious disappearance, or shortage discovered during inventory.
- Dishonest or criminal acts by You, Your employees, or anyone to whom You entrust the Equipment (except carriers for hire).
- Blowouts, punctures, or damage solely to tires or tracks (unless from total theft).
- Wear and tear, mechanical breakdown, improper maintenance, gradual deterioration, corrosion, rust, or freezing/extremes of temperature.
- Electrical arcing (not including lightning), artificial electric currents, or processing/work on the property.
- Property while underground (except buckets/attachments for digging), waterborne, or operated underwater (except submersible pumps).
- Prohibited equipment types: Aircraft, watercraft, ATVs/utility vehicles, snow machines, self-propelled vehicles for public roads, cotton pickers, combines, irrigation equipment, or property used in logging, pulpwood, strip, or underground mining.
- Any breach of this Agreement, the Rental Contract, or Policy conditions.
- Economic or trade sanctions, or if You are a Specially Designated National or Blocked Person under U.S. law.

If the Insurer denies coverage for any reason, the RDW does not apply, and You remain fully liable.



## **6. Breach of Agreement**

If You breach any term of this Agreement, the Rental Contract, or fail to comply with the conditions above, the RDW is void, and You agree to pay the full cost of any loss or damage to the Equipment, including repair, replacement, recovery expenses, and any associated fees (e.g., legal, collection). This includes paying the Deductible if applicable, but without limitation to the Policy limits.

## **7. Claims and Cooperation**

In the event of loss or damage:

- Report immediately to Us and, if theft/vandalism, to police (listing Us as owner).
- Cooperate fully with Us, the Insurer, and any investigation, including providing records, submitting to examination under oath, and not settling claims independently.
- We handle claims through the Insurer; no repairs without approval.

## **8. No Insurance; Subrogation**

The RDW is not insurance for Your benefit. If We or the Insurer pay for a loss, We may subrogate against third parties, but not against You if compliant. You waive subrogation against Us.

## **9. Governing Law; Severability**

This Agreement is governed by Utah law. If any provision is invalid, the remainder remains enforceable.

## **10. Acknowledgment**

By signing below, You acknowledge that You have read and understand this Agreement, the exclusions, and Your obligations. You agree to pay the Deductible for covered claims and full damages for uncovered or breached claims. You confirm receipt of a copy of this Agreement.