



4584 Tom Lunn Road
Spring Hill, TN 37174
(p) 931-489-0900

EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT (the "Agreement") is entered on:

_____, by and between Utility Equipment Services, a Division of M-L Utilities, located at 4584 Tom Lunn Road, Spring Hill, Tennessee 37174 ("UES") and

Customer: _____

("Renter") (collectively referred to as the "Parties").

Billing Address: _____

In consideration the respective representations, warranties, covenants, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **EQUIPMENT:** UES hereby rents to Renter the equipment UNIT # described with particularity on **Schedule A** attached hereto (the "Equipment").
2. **RENTAL TERM: The rental of the Equipment will start on** _____ **("Commencement Date")**
and will end upon return of the Equipment to UES (the "Rental Term"). The Rental Term shall cover all time consumed in transporting the Equipment, including the date of legal delivery to a public carrier for transit to Renter and upon return of the equipment, the date of legal delivery by such carrier to UES, or if no public carrier is used, shall include the date upon which transit to Renter begins and the date upon which transit from Renter ends at UES' unloading point. The Rental Term shall be continuous with no allowances made for Sundays, Holidays, or time in transit, nor for any period of time the equipment is not in use.
3. **DELIVERY CHARGES:** All delivery charges and transportation fees associated therewith are to be paid by the Renter.
4. **RENTAL PAYMENTS: Renter agrees to pay to UES rent for the Equipment in the amount of:**

\$ _____ **per rental period** for the Equipment described with particularity on Schedule A ("Rent"). Rent shall be paid in advance at pick-up or day of shipment from UES or it's designee and every 28 days thereafter for each rental period for which the Equipment is rented. Rental payments should be delivered to 4584 Tom Lunn Road, Spring Hill, Tennessee 37174 or to any other address designated by UES. Rent shall not be subject to any deductions on account of any non-working time in the month or early returns. If Renter rents a motor vehicle from UES, additional payments may be owed, including but not limited to mileage charges, gas charges, and cleaning fees, as set forth in Schedule B.
 1. The rental rates outlined above are subject to change. Any adjustment increase will be communicated to the Renter at least 30 days prior to the effective date of the adjustment. Rate adjustments will be based on market conditions and other relevant factors. The Renter reserves the right to terminate this agreement, upon return of the Equipment, without penalty if they choose not to accept the revised rates.
5. **LATE CHARGES:** If any amount under this Agreement is more than three (3) days late, Renter agrees to pay a late fee of \$ N/A.



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6. **INSURANCE REQUIREMENTS:** Renter agrees to maintain the following insurance coverages throughout each rental period:
1. **Basic Insurance:** Renter shall carry and maintain liability insurance with a minimum coverage of \$1,000,000 per occurrence for bodily injury and property damage.
 2. **Comprehensive and Collision Insurance:** Renter shall carry and maintain comprehensive and collision insurance for no less than the full replacement value of the Equipment with a deductible not exceeding \$1,000.00.
 3. **Proof of Insurance:** Renter shall provide UES with a Certificate of Insurance demonstrating the above coverages and naming Utility Equipment Services as an additional insured. This Certificate of Insurance must be provided before the Equipment is released.
 4. **Additional Insured/Loss Payee:** Utility Equipment Services – A Division of ML Utilities must be listed as an Additional Insured and Loss Payee on the above referenced policies.
 5. **Notice of Cancellation or Material Coverage Reduction:** Renter's policies must require the insurance company provide UES with 30-day notice of cancellation or alteration of the policy that results in a material reduction of coverage.
 6. **Failure to Comply:** If UES is notified of a cancellation or modification that results in a material change of coverage, UES may immediately demand the return of the Equipment or have the Equipment picked up for return to UES. All cost of returning the Equipment to UES will be the Renter's responsibility to bear.
7. **FEES, ASSESSMENTS, AND TAXES PAID BY RENTER:** Renter shall pay all license fees, assessments, and sales, use, property, excise, and other taxes or hereafter imposed and relating to Renter's use or possession of the Equipment.
8. **MAINTENANCE, OPERATION, AND REPAIRS:** Renter agrees to keep said Equipment in Renter's custody and control. Renter agrees that Renter is receiving the Equipment in good working condition. Renter agrees to keep said Equipment in good, operative condition, normal wear and tear excepted. Renter agrees that UES and UES's agents have a right to enter upon any properties where the Equipment is stored for purposes of inspection of the Equipment. Renter shall pay UES full compensation for replacement and/or repair of any Equipment that is not returned because it is lost or stolen or any Equipment that is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted.

**Renter hereby authorizes its employee _____
to sign Schedule B at time of equipment acquisition.**

9. **ASSIGNMENT AND SUBLEASING:** No Equipment shall be sub-rented by Renter, nor shall Renter assign or transfer any interest in this Agreement without the prior written consent of UES. UES may assign this Agreement without notice Renter. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.
10. **USE OF EQUIPMENT:** Unless otherwise mutually agreed upon in writing, Renter shall supply and pay all operators of the Equipment during the Rental Term. All operators shall be competent and licensed to operate such equipment. Renter shall only use the Equipment in a careful, proper, and reasonable manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance of storage of the Equipment. Renter accepts complete responsibility for all wages, unemployment, and workers' compensation insurance, social security, and other obligations to Renter's operators and other Renter agents or employees.
11. **DISCLAIMER OF WARRANTIES:** UES, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING,

WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. UES FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO RENTER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE IN THE EQUIPMENT. AS TO UES, RENTER RENTS THE EQUIPMENT "AS IS." UES SHALL NOT BE LIABLE IN ANY EVENT TO RENTER FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY RENTED OR ACCIDENTAL BREAKAGE THEREOF.

12. **INDEMNITY:** Renter shall indemnify UES against, and hold UES harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees and court costs, arising out of, connected with, or resulting from the Equipment and usage thereof, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance, or return of the Equipment. Renter shall further indemnify UES and hold UES harmless from all loss and damage to the Equipment during the Rental Term. Renter acknowledges and agrees that included in this indemnity clause, but not by way of limitation, is Renter's assumption of any and all liability for injury, disability, and death of work men and other persons caused by the operation, use, control, handling, or transportation of the Equipment during the Rental Term.
13. **RISK OF LOSS:** UES shall not be responsible for loss or damage to property, material, or equipment belonging to Renter, its agents, employees, suppliers, or anyone directly or indirectly employed by Renter while said Equipment is in UES's care, custody, control or under UES's physical control. Renters are encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss. Renter and its insurers waive all rights of subrogation against UES for such losses.
14. **OWNERSHIP:** UES shall, at all times, retain ownership and title of the Equipment.
15. **DEFAULT; REMEDIES:** If (a) Renter shall default in payment of any Rent or in making any other payment hereunder when due, or (b) Renter shall default in payment when due of any indebtedness of Renter to UES arising independently of this Agreement, or (c) Renter shall default in the performance of any other covenant herein, and such default shall continue for five (5) days after written notice hereof to Renter by UES, or (d) Renter becomes insolvent or makes an assignment for the benefit of creditors or (e) Renter applies for or consents to the appointment of a receiver, trustee, or liquidator of Renter or of all or a substantial part of the Equipment of Renter under the Bankruptcy Act, or any amendment thereto (including without limitation, a petition for reorganization, arrangement, or extension) or under any other insolvency law or law providing for relief of debtors, then, if and to the extent permitted by applicable law. UES shall have the right under any insolvency law or law providing for relief of debtors, then, if and to the extent permitted by applicable law. In the event of Default as defined herein, UES shall have the right to exercise any one or more of the following remedies:
 1. To declare the entire amount of Rent hereunder immediately due and payable as to any or all items of Equipment, without notice or demand to Renter.
 2. To sue for and recover all Rents, and other payments, then accrued or thereafter accruing, with respect to any and all items of the Equipment.
 3. To take possession of any or all items of Equipment without demand, notice, or legal process, wherever they may be located. Renter hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Agreement as to any or all items of Equipment unless UES expressly so notifies the Renter in writing.
 4. To terminate this Agreement as to any or all items of Equipment.
 5. To pursue any other remedy available at law or in equity.



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16. **REMEDIES CUMULATIVE; NO WAIVER; SEVERABILITY:** All remedies of UES hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of another remedy. No failure on the part of UES to exercise and no delay in exercising any right or remedy, hereby shall operate as a waiver thereof; nor shall any single or partial exercise by UES of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.
17. **AMENDMENT AND WAIVER IN WRITING:** No provision of this Agreement can be changed or waived, except by a statement in writing signed by the party against which enforcement of the change or waiver is sought.
18. **SEVERABILITY:** Should any provision of this Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
19. **APPLICABLE LAW AND VENUE:** The transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of Tennessee, and the parties submit to the exclusive jurisdiction and venue of Maury County Tennessee for any legal proceedings. Any claim for the enforcement of or arising from this Agreement shall be brought and maintained in the courts of Maury County, Tennessee, and each party hereto submits to the personal jurisdiction of such courts with respect to any such claim. Both parties waive any objections to the forum of Tennessee for lack of venue, forum non conveniens, or any other jurisdictional grounds. In the event either side files legal action, the legal fees, expenses, and costs of the prevailing party in the legal action shall be paid by the other party.
20. **BINDING EFFECT:** This Agreement shall be binding upon the successors and assigns of the parties. It is understood and agreed that the terms, conditions, and obligations hereof are not mere recitals, but are contractual in nature.
21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written communications with respect hereto, all of which are merged herein.
22. **COUNTERPARTS:** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

PLEASE NOTE:

WE MAY REQUIRE A CREDIT CARD TO PUT A HOLD ON THE ACCOUNT FOR SUBSEQUENT MONTHS RENTALS AS WELL AS TO COVER THE COST OF ANY MISSING EQUIPMENT OR DAMAGE TO THE VEHICLE. IF THE EQUIPMENT IS RENTED FOR MORE THAN ONE RENTAL PERIOD, THE RENTAL FEE IS DUE WITHIN 10 DAYS OF THE DUE DATE FOR THE SUBSEQUENT PERIOD. IF PAYMENT IS NOT RECEIVED BY THEN, WE RESERVE THE RIGHT TO CHARGE THE RENTAL TO THE CREDIT CARD WE HAVE ON HOLD. **THE RENTER'S REPRESENTATIVE IS REQUIRED TO ACKNOWLEDGE EQUIPMENT INVENTORY AND FUEL STATUS UPON RETURN OF VEHICLE.**

IT IS FURTHER AGREED THAT THIS VEHICLE IS TO NOT BE SHIPPED OR DRIVEN OUTSIDE THE BORDER OF THE CONTIGUOUS UNITED STATES.



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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto executed this Agreement on the date first above written.

UTILITY EQUIPMENT SERVICES –
A DIVISION OF M-L UTILITIES, LLC

COMPANY NAME

By: _____

By: _____
Representative

Title: _____

Title: _____

PLEASE INCLUDE PICK/UP AND DELIVERY CHARGE: _____
Representative



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SCHEDULE A
Equipment Description
DETAILED INFORMATION SHEET ATTACHED

1. TAG #: _____ EXPIRATION DATE: _____



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SCHEDULE B
Motor Vehicle Fees

1. The unit must be returned with fuel level as noted:

FUEL Full & DEF Full at time of rental.

FUEL REQUIRED AT TIME OF RENTAL RETURN: FULL

2. Mileage in excess of 500 miles weekly or 2500 miles per month will be charged at rate of \$.35 per mile.

BEGIN MILEAGE: _____ MILEAGE AT RETURN: _____

3. If a unit is returned without being cleaned inside and out (including trash removal), a cleaning fee will be charged at the hourly shop labor rate. Minimum: \$100.00.

4. The following equipment is being provided at time of lease:

RETURNED	ON BOARD	EQUIPMENT	PART #
[]	[]	SAFETY BELT	3M7837100090
[]	[]	LANYARD	3M7837100090
[]	[]	FIRE EXTINGUISHER	5MA-5H (5LB)
[]	[]	FLARE KIT	84300
[]	[]	WHEEL CHOCKS	WC1085H
[]	[]	OUTRIGGER PADS	OP18X18P
[]	[]	BUCKET COVER	A-1
[]	[]	MANUALS	
[]	[]	STROBE LIGHTS WORKING	

If any equipment is not on board at the time of return replacement cost will be charged to Renter.

5. Note any visible damage at time of lease on attached diagram.

I AGREE EQUIPMENT MARKED ABOVE IS "ON BOARD" AT TIME OF LEASE

UES REPRESENTATIVE: _____

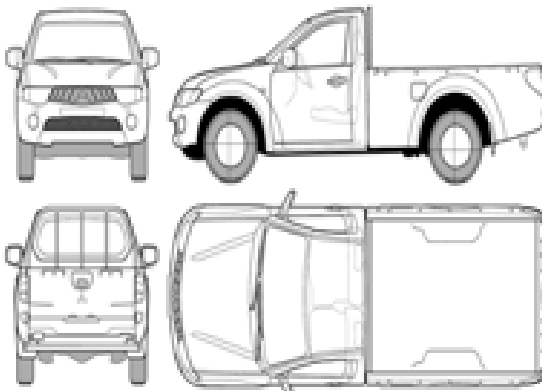
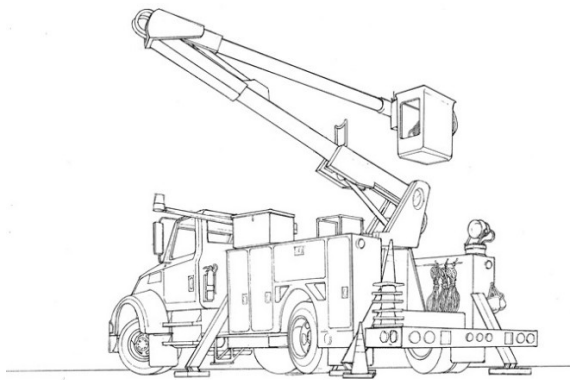
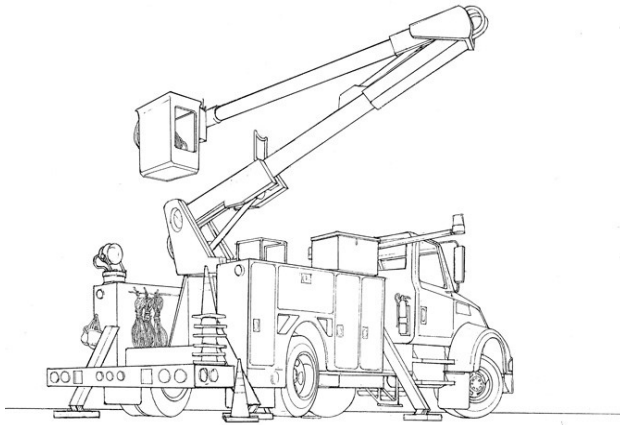
RENTER/REP: _____

DATE EQUIPMENT RETURNED: _____

I AGREE THE EQUIPMENT LISTED AS "RETURNED" IS ACCURATE

UES REPRESENTATIVE: _____

RENTER/REP: _____



UNIT # _____

DATE: _____

RENTER: _____

DRIVER: _____

**UPON VEHICLE RETURN,
PLEASE NOTE ANY
DAMAGE; HAVE DRIVER
INITIAL DAMAGE AS
MARKED.**

UES REP: _____

RENTER/REP: _____

DATE: _____