



OMNI RENTALS

OMNI MARKETING, LLC
101 CHEROKEE STREET
ANDALUSIA, AL 36420
(334)222-6778
(334)488-4936

RENTAL CONTRACT

Rental Dates _____

Date: _____

Manlift/Forklift/Mini Ex/Skid Steer/Trencher/Stump Grinder/Backhoe:

RENTED TO:

One Day: _____

Name: _____

Additional Day: _____

Address: _____

Week: _____

City, State, Zip: _____

4 Weeks/Month: _____

Phone: _____

Delivery: _____

Job Location: _____

Default: In the event of default by the customer, customer agrees to pay all costs of collection including an attorney fee of \$500 or 1/3 of the delinquency, whichever is greater, plus court fees. Customer consents to the Courts of Covington County, Alabama for any issue related to this contract and other matters associated to doing business with Omni Marketing, LLC.

DAMAGE WAIVER CHARGE OF 15% OF RENTAL CHARGE. RENTER MAY, BY INITIALS HEREON, DECLINE BENEFITS OF DAMAGE WAIVER, ON REVERSE SIDE OF THIS CONTRACT. THERE ARE NO ORAL OR OTHER REPRESENTATIONS NOT INCLUDED HEREIN. UNLESS DECLINED, I ALSO AGREE TO THE DAMAGE WAIVER CHARGES. I HAVE RECEIVED A COPY OF THIS AGREEMENT.

DWC IS NOT INSURANCE.

DECLINES

PROMPT CANCELLATION OF YOUR RENTALS SAVES YOU MONEY. ALL TIME IS CHARGED INCLUDING SATURDAY, SUNDAY, & HOLIDAYS.

(INITIALS)

FUEL REFILL CHARGE IS \$7.00 PER GALLON.

RENTER IS RESPONSIBLE FOR FLAT TIRES.

DAMAGE WAIVER: By his initials hereon, or by separate written confirmation lessee agrees to pay additional rental as set forth above or, if not set forth then as posted in Lessor's office; and in return thereof, Lessor agrees to waive certain claims for damage to rental item(s), as specified on the back of this contract. If applicable a deductible fee of \$1000.00 will be charged to the Lessee in the event any such damage waiver claim is filed.

I have read and understand the terms and conditions on the front and reverse side of this contract. I have also received safety instructions on the proper use and application of those items rented.

Lessee Signature

Conditions for equipment received on reverse side. There are no warranties of merchantability or fitness either expressed or implied which extend beyond the description of the face hereof.

RENTAL AGREEMENT
TERMS & CONDITIONS

1. **INSPECTIONS.** Lessee acknowledges that he has had an opportunity to personally inspect the equipment and finds it suitable for his needs and in good condition, and that he understands its proper use. Lessee further acknowledges his duty to inspect the equipment prior to use and notify Lessor of any defects.
2. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify Lessor who will replace the equipment with similar equipment in good working order, if available. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise.
3. **WARRANTIES.** There are no warranties of merchantability of fitness, either express or implied. There is no warranty that the equipment is suited for Lessee's intended use, or that it is free from defects.
4. **HOLD HARMLESS AGREEMENT.** Lessee agrees to assume the risk of and hold Lessor harmless for property damage and personal injuries caused by the equipment and/or arising out of Lessor's negligence.
5. **INDEMNIFICATION:** Lessee assumes liability for and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, directors, successors and assigns from and against any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to bodily injury, illness and death), claims, penalties, suits, actions, costs, and expenses, including attorney's fees, of whatsoever kind and nature, relating to or arising out of the use, condition (including but not limited to latent and other defects and whether or not discoverable by lessee or lessor) operation, ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of lessee to perform or comply with the conditions of the lease.

Without limiting the generality of the foregoing, lessee shall, at its own cost and expense defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses and attorney's fees incurred in the defense and/or settlement, judgement, or other resolution thereof. In the event any such action is commenced naming lessor as a party, lessor may in its sole discretion elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessee for all costs, expenses, and attorney's fees incurred by lessor in such defense.

The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration of other termination of the lease.

Purpose of this clause: It is understood and agreed by the parties that the purpose of the clause is to completely shift the risk of all claims relation to or arising out of the lease of the equipment to lessee hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of lessor.

6. **PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract.
 - (a) Use for illegal purpose or in illegal manner.
 - (b) Use when the equipment is in bad repair or is misused.
 - (c) Improper, unintended use or misuse.
 - (d) Use by anyone other than Lessee or his employees, without Lessor's written permission. Lessee may not sublease or loan the equipment without Lessor's written permission.
 - (e) Use at any location other than the address furnished Lessor without Lessor's written permission. (Does not apply to mobile equipment.)
7. **TIME OF RETURN.** Lessee's right to possession terminates on the expiration of the rental period and retention or 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. **DIRTY, DAMAGED OR LOST EQUIPMENT.** Lessee agrees to pay for any damage to or loss of the goods, as an insurer, regardless of the cause, except reasonable wear and tear, while the goods are out of possession of the Lessor. Lessee also agrees to pay a reasonable cleaning charge for equipment returned dirty of at least \$10.00. Equipment lost, stolen or damaged beyond repair will be paid for at its replacement cost when purchased. The cost of repairs will be borne by Lessee, whether performed by lessor, or, at Lessor's option by others. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost goods. In the case of loss by theft or other means, Lessee agrees to furnish a police report to the Lessor within 48 hours. In the event that Lessor must resort to litigation to recover for damages caused to or loss of such property, Lessee also agrees to pay all collection fees, attorney fees, court costs, or any expenses involved in the collection of these charges.
9. **REPOSSESSION.** Upon failure to pay rent or other breach of this contract, Lessor may terminate this contract and take possession of and remove the goods from wherever they are and Lessor and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.
10. **SEVERABILITY.** The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
11. **WAIVER OF CLAIMS.** Lessee waives all claims for personal injuries, property damage to the transported goods, loss of time or inconvenience arising out of the use of the rented equipment.
12. **LOADING AND UNLOADING GOODS.** Lessee is responsible for loading and unloading the goods. If Lessor's employees assist in loading or unloading the goods, Lessee agrees to assume the risk of, and hold Lessor harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Lessor or his employees.
13. **DAMAGE WAIVER.** Damage Waiver is **not** insurance. By Lessee initialing acceptance of the Damage Waiver on the front of this agreement and with immediate notification in the event of any accident and the prompt submission by Lessee of applicable police reports, rental center and Lessee agrees that rental center will waive any claim against Lessee for direct physical damage to the items, except as follows:
 - (a) Intentional damage.
 - (b) Any item or items or part thereof which is not returned for whatever reason, including theft.
 - (c) Loss or damage resulting from overloading or exceeding rate of capacity of the items.
 - (d) Loss or damage to motors or other electrical appliances or devices caused by artificial current.
 - (e) Loss due to mysterious disappearance, wrongful conversion by a person entrusted with the items or a shortage disclosed on inventory.
 - (f) Loss or damage caused by infidelity of Lessee, its employees, or persons to whom the items are entrusted.
 - (g) All damage or loss resulting from use of the items in violation of any provision of this agreement, violation of any law, ordinance or regulation or operation in an improper or negligent manner.
 - (h) Damage from dirtying of items by paint, mud, plaster, concrete, resin or any other material. Lessee is responsible for cleaning and repainting as required. If Lessee has insurance covering such loss or damage, Lessee shall exercise all rights available to him under said insurance take all action necessary to process such claim and Lessee further agrees to sign said claim and any and all proceeds from such insurance shall be payable to rental center. Lessee is to provide rental center with complete information concerning insurance coverage carried.
 - (i) Damage waiver deductible is applicable.

14. The parties hereto agree that the terms and conditions of this contract are severable, and in the event that any term or condition hereof is invalid under the laws of any state where used such term or condition hereof is invalid under the laws of any state where used such term or condition shall be deemed not to be a part of this contract in such state but shall not invalidate any other provision hereof.