

Siteworks Rental Units

Description	<u>DAILY RENTAL</u>	<u>WEEKEND RENTAL (FRI - MON)</u>	<u>WEEKLY RENTAL</u>
TX427 Narrow incl. Platform	160.00	290.00	650.00
TX525 Wide incl. Platform	180.00	325.00	750.00
TX525 Narrow incl. Platform	180.00	325.00	750.00
TRX-26 Trencher incl. Boom & Chain	130.00	260.00	600.00

Accessory Pricing is in addition to the rental of above equipment

Standard Bucket	15.00	25.00	70.00
Light Bucket	15.00	25.00	70.00
Forks	15.00	22.00	70.00
Stump Grinder	95.00	190.00	450.00
Swivel Auger Head	55.00	99.00	250.00
High Torque Auger Head	55.00	99.00	250.00
9" Auger	15.00	25.00	70.00
12" Auger	15.00	25.00	70.00
18" Auger	15.00	25.00	70.00
24" Auger	20.00	35.00	100.00
30" Auger	30.00	55.00	140.00
Bore Drive Head	50.00	95.00	225.00
Rod & Reamer	25.00	45.00	120.00
High Speed Trencher incl. boom & Chain	110.00	195.00	550.00
Vibe Plow Customer must provide Chinese finger	125.00	225.00	625.00
Tiller	80.00	150.00	400.00
Soil Cultivator	125.00	225.00	625.00
Leveler	15.00	25.00	70.00

Date: _____ Delivery Date: _____

Name: _____ Phone: _____

Address: _____ Email: _____

Delivery Address: _____ On-site Contact: _____

Signature: _____

- Please return this contract to Century Equipment with copy of "Certificate of Liability Insurance" and deposit or credit card number to ensure your reservation. (VISA, MC, or AMEX)
- Equipment will not be delivered unless a signed copy of this form is returned to Century Equipment. First day/month Deposit is required. A "rental week" is 7 calendar days; a "rental month" is 28 calendar days.
- Equipment will not be delivered unless customer or designated rep is available to sign for equipment.
- Rental charges will have Sales tax added to invoice.

Qty	Equipment Description	Serial Number	Rental \$/ Day	# of Days

Order Subtotal: \$ _____

Delivery Charge: \$ _____

Sales Tax: \$ _____

TOTAL: \$ _____

Century Equipment does not provide any public liability insurance on any rental. Please sign below to indicate your understanding that you are responsible for your own liability insurance for each rental. A "CERTIFICATE OF LIABILITY INSURANCE" naming Century Equipment as "additional insured/loss payee IS REQUIRED to be received by Century Equipment prior to delivery of any rental equipment to Lessee. MINIMUM REQUIRED LIABILITY COVERAGE IS \$300,000.00. Any individual signing this contract represents and warrants that he or she is of legal age, and has the authority and power to sign this rental agreement as or for the Customer.

The terms and conditions on Schedule A attached hereto are incorporated by reference as if fully rewritten herein.

Mail, fax or e-mail your signed order and Certificate of Liability Insurance to:

Attn: Andy Szymanski
Century Equipment
PO Box 352889
Toledo, OH 43635-2889
(800) 346-0066, Fax (419) 865-8215
aszymanski@centuryequip.com

Attn: Paul Vierheller
Century Equipment
2266 E Aurora Rd.
Twinsburg, OH 44087
(866) 696-5712, Fax (216) 292-7635
pvierheller@centuryequip.com

Attn: Kyle Rapp
Century Equipment
4199 Leap Rd.
Hilliard, OH 43026
(866) 976-6203, Fax (614) 771-9990
KyleRapp@centuryequip.com

*This agreement shall be governed by the laws of the State of Ohio.

SCHEDULE A: Equipment Rental Terms & Conditions

1. **Deposit:** Customers who do not have open account status with Century Equipment will be required to send payment in advance to Century. Credit cards are acceptable for all payments. (MC, VISA, AE)
2. **Zone Delivery-Pick up Charge:**
0 – 20 miles \$88.00 \$3.60 per mile over 20 miles distance from Century Service Center
3. **Cancellation:** Cancellation notice for a rental must be received 48 hours prior to delivery of equipment. Deposit will be refunded upon 48-hours cancellation notice.
4. **Performance/Reasonable Wear and Tear:** All equipment is guaranteed to operate upon delivery. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use. The following shall not be deemed reasonable wear and tear: ((a) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (b) damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part, thereof; (c) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs required due to fault of Lessee will be billed at current "time and material" and travel rates.
5. **Damage to Equipment:** Lessee is responsible for any damage to any equipment not listed at time of delivery.
6. All equipment is to be returned clean. Or a \$40.00 per piece of equipment will be charged to cover the cost of clean up.
7. **Customer will not use or allow anyone to use the Equipment:** (a) for an illegal purpose or in an illegal manner; (b) without a license, if required under any applicable law; or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the Equipment.
8. **Unless otherwise agreed in writing, Lessee hereby assumes all risks of loss, theft, damage or destruction, partial or complete, of the equipment from any and every cause whatsoever commencing with delivery of the equipment to the Lessee, or an agent of the Lessee. All replacement, repairs or substitutions of parts or accessories shall constitute accessions to the equipment and title thereto shall vest and remain in the Lessor. The Lessee agrees to give prompt written notice to the Lessor in the event of any loss of, or damage to, the equipment. The total or partial destruction of the equipment or the total or partial loss or use of possession thereof to the Lessee shall not release or relieve the Lessee from any obligation of Lessee under the agreement which shall continue in full force and effect.**

Lessee further acknowledges that Lessee herein assumes all risk of loss for any personal injury which may arise by virtue of the use of said equipment and that Lessee agrees to indemnify and hold harmless Century Equipment, from and against any and all claims of whatever kind and nature and all costs, expenses, damages, losses and liabilities whatsoever incurred or suffered by Lessor in connection therewith as a result of, or incident to, the management, maintenance, possession, control, use, operation, storage, delivery, transportation and removal of the equipment or any part thereof and this indemnity covenant shall continue in full force and effect notwithstanding the full payment of all amounts due hereunder or the termination of this Rental Agreement.

In the event of damages of any kind whatsoever to the equipment, Lessee at it's expense and at the option of Lessor, shall either (a) place the same in good repair, condition and working order, or (b) replace the same with a like equipment acceptable to Lessor and in good repair, condition and working order and of equivalent value which shall become property of Lessor and included within the term – "equipment" as used herein, or (c) pay Lessor all unpaid rentals as may be allocated by Lessor to such equipment, plus the estimated wholesale value specified. Upon payment or replacement as provided for in clauses (b) and (c) hereof this agreement shall terminate with respect to such equipment so paid for or replaced and Lessee thereupon shall take title thereto, AS IS, WHERE IS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER WHATSOEVER.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED		
		INSURERS AFFORDING COVERAGE
		INSURER A:
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	XXXXXXXXXX	xx/xx/xx	xx/xx/xx	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	XXXXXXXXXXXX	xx/xx/xx	xx/xx/xx	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XXXXXXXXXXXX	xx/xx/xx	xx/xx/xx	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D		OTHER Inland Marine Equipment Floater	XXXXXXXXXX	xx/xx/xx	xx/xx/xx	Value of Leased or Rented Equipment

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Century Equipment, Inc. is additional insured / loss payee as respects to equipment leased from them by named insured.

CERTIFICATE HOLDER Century Equipment, Inc. 5959 Angola Road Toledo, OH 43615	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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