



## EQUIPMENT RENTAL AGREEMENT

- Please return this contract to Century Equipment, A Jerry Pate Company with the required cash deposit or credit card number to ensure your reservation. (MasterCard, Visa or AMEX) A copy of the Certificate of Liability Insurance (described below) must also be returned with the executed contract.

**NOTE: Equipment will not be delivered unless a signed copy of this form is returned to Century Equipment, A Jerry Pate Company.**

- A non-refundable deposit of 25% of rental value is required to hold your reservation, and such deposit will be charged to your credit card/account.
- Equipment will not be delivered unless customer or designated representative is available to sign for equipment and complete the check sheet.
- Total cost of rental is due upon Lessee's possession.

CHECK ONE: ☐ CE, DELIVERY/PICKUP ☐ CUSTOMER PICKUP/RETURN

### SELECTION:

| <u>Equipment Type:</u>        | <u>Rental Prices*:</u>  | <u>QTY</u> | <u>Rental Term</u> | <u>Delivery Date</u> | <u>Delivery Time</u> | <u>Return Date</u> | <u>Return Time</u> | <u>Total Cost</u> |
|-------------------------------|---|------------|--------------------|----------------------|----------------------|--------------------|--------------------|-------------------|
| A.                            |   |            |                    |                      |                      |                    |                    |                   |
| B.                            |   |            |                    |                      |                      |                    |                    |                   |
| C.                            |   |            |                    |                      |                      |                    |                    |                   |
| D.                            |   |            |                    |                      |                      |                    |                    |                   |
| E.                            |   |            |                    |                      |                      |                    |                    |                   |
| F. (Waiver Cap \$500)         | 15% of equipment rental cost<br>(less delivery fee if applicable) |            |                    |                      |                      |                    |                    |                   |
| G. Delivery Charges           |   |            |                    |                      |                      |                    |                    |                   |
| H. Other Charges              |   |            |                    |                      |                      |                    |                    |                   |
| I. Sales Tax                  |   |            |                    |                      |                      |                    |                    |                   |
| <b><u>TOTAL CHARGES:</u></b>  |   |            |                    |                      |                      |                    |                    |                   |
| <b><u>DEPOSIT CREDIT:</u></b> |   |            |                    |                      |                      |                    |                    |                   |
| <b><u>BALANCE DUE:</u></b>    |   |            |                    |                      |                      |                    |                    |                   |

Century Equipment, A Jerry Pate Company 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.

Lessee:

\_\_\_\_\_ Acct #: \_\_\_\_\_ Lessee's Contact Telephone Number: \_\_\_\_\_  
[Print Name of Lessee]

\_\_\_\_\_ Lessee's Email Address: \_\_\_\_\_  
[Lessee or Lessee's Representative's Title]

A "CERTIFICATE OF LIABILITY INSURANCE" naming Jerry Pate Turf & Irrigation, Inc., D.B.A. Century Equipment, A Jerry Pate Company as "additional insured/loss payee" IS REQUIRED to be received by Century Equipment, A Jerry Pate Company prior to delivery of any rental equipment to Lessee. MINIMUM REQUIRED LIABILITY COVERAGE IS \$1,000,000.00. 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.** The Lessee identified below agrees to the terms and conditions set forth above and to the terms and conditions set forth on Schedule A attached hereto. Lessor hereby agrees to deliver the equipment identified above in accordance with this Agreement, including the terms and conditions set forth on Schedule A attached hereto.

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

**Lessor:** Century Equipment, A Jerry Pate Company

**Lessee:**

\_\_\_\_\_  
[Print Name] [Title]

By: \_\_\_\_\_  
[Signature of Lessee or Lessee's Authorized Representative]

By: \_\_\_\_\_  
[Signature of Lessor]

Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Email your signed order and Certificate of Liability Insurance to:

Toledo: lstratton@jerrypate.com

Cleveland: lstratton@jerrypate.com

Columbus: kyclerapp@jerrypate.com

Cincinnati: kyclerapp@jerrypate.com

[Lessee's Address]

[Delivery Address, if different from Lessee's Address Above]

[On-site contact name]

[On-site contact mobile number]

**SCHEDULE A: Equipment Rental Terms & Conditions**

1. **Payment:** Lessees who do not have open account status with Lessor must pay by credit card (MasterCard, Visa, or AMEX) the full amount shown on this Rental Agreement at time of delivery. Customer will not be permitted to take possession of the equipment(s) unless the payment requirements of the preceding sentence are satisfied.
2. **Safety Review:** Owner's manuals will be provided with all equipment. It is the responsibility of the Lessee(s) and all operators of the equipment to review the owner's manual in its entirety and present any questions to the Lessor prior to operation. Additionally, operators' manuals can be accessed from [www.jerrypate.com/rentals](http://www.jerrypate.com/rentals).
3. **Performance/Reasonable Wear and Tear:** If equipment fails to operate for more than an insignificant portion of the rental term for reasons other than the fault to the Lessee (fault of the Lessee shall include, but not limited to misuse, abuse or improper operation of the equipment by the Lessee or Lessee's guests, invitees, agents, representatives, employees, or affiliates (hereinafter collectively "Lessee Representatives")), then the charge or a prorated portion of the charge for such equipment will be refunded to Lessee, and such refund shall be in full satisfaction of any and all claims that Lessee may have under this Rental Agreement. Unless otherwise set forth in writing in the Rental Agreement, Lessee will pick up the equipment at Century Equipment, A Jerry Pate Company's facility, and Lessee will return the equipment to Century Equipment, A Jerry Pate Company's facility at the return date and time shown in the Rental Agreement. Century Equipment, A Jerry Pate Company will pick up the equipment(s) at the delivery location at the indicated return date and time. Lessee shall be responsible for any damage occurring to the equipment, other than reasonable wear and tear, during the term of this Rental Agreement or while the equipment is in possession of Lessee or Lessee's Representatives. Reasonable wear and tear of the equipment shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use. By way of example, and not by way of limitation, the following shall not be considered 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 damage to the equipment that is not considered ordinary and reasonable for the particular equipment, or (d) any damage to equipment caused as a result of not performing prescribed normal and preventative maintenance as required. Cost of repairs required as a result of damage, other than ordinary wear and tear, shall be paid by Lessee at Lessor's then current "time and material" rates.
4. **Loss of Key(s):** Lessee is responsible for all keys. There will be a \$2.50 charge for each missing key.
5. **Responsibility/Preexisting Damage/Waiver:** As indicated in Section 3 above, Lessee is responsible for any damage occurring to the equipment, other than reasonable wear and tear, during the term of the Rental Agreement or while the equipment is in the possession of the Lessee or Lessee's Representatives. Lessee shall not be responsible for damage identified on the checksheet completed and signed at time of delivery of the equipment. Lessee shall not be responsible for damage to the equipment up to \$500 (repair costs and parts at Lessor's then current time and materials rates) if Lessee has elected to purchase the Damage Waiver. If Lessee or Lessee representative is not on site at time of delivery or pick-up inspection, Lessee assumes all responsibility for damage found during inspection by Century Equipment, A Jerry Pate Company.
6. All equipment is to be returned clean of signs, cups, cans, trash, etc., or \$40.00 per equipment will be charged to cover the cost of cleanup.
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 valid driver's license; (c) who is not qualified to operate it; (d) who is under the age of 16.** Customer agrees, at Customer's sole expense, to comply with applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the equipment.
8. 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 while the equipment is in the possession of the Lessee or Lessee's Representatives shall not relieve the Lessee of the Lessee's obligation to pay the rent and other charges provided under this Rental Agreement, which shall continue in full force and effect.

9. In consideration for Lessor's agreement to lease the equipment to Lessee, Lessee hereby releases Lessor, its officers, directors, employees, agents and representatives (herein collectively "Lessor Representatives") from any loss, damage, injury, claim, or expense whatsoever which may be incurred by Lessee or Lessee's Representatives, with respect to the use and operation of the equipment. Lessee also hereby agrees to indemnify and hold Lessor and Lessor's Representatives harmless from any claims by any third party, including Lessee's Representatives, arising out of the use and operation of the equipment during the term of this Rental Agreement or while the equipment is in the possession of Lessee or Lessee's Representatives. Lessee, for itself and all Lessee's Representatives assumes all risk of personal injury and property damage which may arise by virtue of the use of the equipment during the term of this Rental Agreement or while the equipment is in the possession of Lessee or Lessee's Representatives. Lessee's release as described herein and Lessee's agreement to hold Lessor harmless extends to and includes any costs, expenses, damages, losses, injuries, claims and liabilities whatsoever incurred or suffered by the Lessee or Lessee's Representatives and any claims that might be made by any third party arising out of any reason or cause, including claims, losses, injuries, expenses, or damages associated with Lessor's maintenance, or failure to maintain, delivery, transportation, or removal of the equipment. The indemnity and hold harmless described herein shall continue in full force and effect notwithstanding the full payment of all rents due hereunder or the termination of this Rental Agreement.
10. If the equipment is damaged while in the possession of the Lessee under circumstances that the Lessee is financially responsible for such damage (such damage is damage other than ordinary wear and tear), then if the equipment is repairable, the equipment shall be repaired by the Lessor to place the equipment in the same condition and working order as the equipment was in when delivered to Lessee, and Lessee shall pay to Lessor the cost of such repair (at Lessor's then current time and material rates). In the event that the damage to the equipment for which the Lessee is responsible is not economically repairable, then Lessee shall pay to the Lessor an amount equal to the fair market value of the equipment at the time the equipment was delivered to the Lessee. Payments for repairs and replacement of the equipment as described herein may be charged to the Lessee's credit card, and Lessee hereby authorizes such charges (to Lessee's credit card) by Lessor. The damage or destruction of the equipment while in the possession of the Lessee shall not relieve the Lessee of Lessee's obligation to pay rents as provided in this Rental Agreement.

I have read and understand all the terms and conditions listed above and throughout this document.

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Date

**WARNING**

Maximum total number of passengers per bench seat: **2**

Maximum combined gross weight of all passengers in the vehicle at any time: **800** lbs

Century Equipment, A Jerry Pate Company

4 Passenger Golf Car

**WARNING**

Maximum total number of passengers per bench seat: **2**

Maximum combined gross weight of all passengers in the vehicle at any time: **900** lbs

Century Equipment, A Jerry Pate Company

6 Passenger Golf Car

**WARNING**

Maximum total number of passengers per bench seat: **2**

Maximum combined gross weight of all passengers in the vehicle at any time: **1500** lbs

Century Equipment, A Jerry Pate Company

Carryall/Turf, or Other Utility Vehicle

**CENTURY** *Equipment*  
 A Jerry Pate Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|               |   |                |
|---------------|---|----------------|
| PRODUCER      | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>E-MAIL ADDRESS: | FAX (A/C, No): |
| Winston Salem | INSURER(S) AFFORDING COVERAGE                             | NAIC #         |
| INSURED       | INSURER A :   |                |
|               | INSURER B :   |                |
|               | INSURER C :   |                |
|               | INSURER D :   |                |
|               | INSURER E :   |                |
|               | INSURER F :   |                |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD                         | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------------------------------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                   |          |               |                         |                         | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |                                   |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |                                   |          |               |                         |                         | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y / N<br><input type="checkbox"/> | N / A    |               |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Jerry Pate Turf & Irrigation, Inc., D.B.A. Century Equipment, A Jerry Pate Company is additional insured / loss payee with respect to equipment leased from them by named insured.

**CERTIFICATE HOLDER****CANCELLATION**

Jerry Pate Turf & Irrigation, Inc.  
D.B.A. Century Equipment, A Jerry Pate Company  
2266 E. Aurora Rd.  
Twinsburg, Ohio 44087-1926

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Jerry Pate Turf & Irrigation, Inc., D.B.A. Century Equipment, A Jerry Pate Company

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

***Purchaser must state a valid reason for claiming exception or exemption.***

Purchaser's name

Purchaser's type of business

Street address

City, state, ZIP code

Signature

Title

Date signed

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.