



Rental Agreement

Tedesco Construction LLC
934 Hossler Road Manheim, PA
717-278-8891

Renter Name: _____

Renter Phone Number: _____

Address: _____

Driver's License Number: _____

Date of Birth: _____

Pickup Date/Time: _____

Return Due Date/Time: _____

Item: _____

Item Rate: _____

Normal Rate (D/W): _____ / _____

Hours at pickup: _____

Allowable: _____

Item: _____

Item Rate: _____

Normal Rate (D/W): _____ / _____

Hours at pickup: _____

Allowable: _____

Item: _____

Item Rate: _____

Normal Rate (D/W): _____ / _____

Hours at pickup: _____

Allowable: _____

Delivery Address (if other than above address): _____

Delivery: _____

Subtotal: _____

Damage Waiver: _____

Sales Tax: _____

Total: _____

Current Fuel Rate: _____/Gallon

Additional Items Included: _____

Condition: I acknowledge that the item is in good operational condition except for any defects noted below:

My signature/initials below acknowledge receipt in good order of the item(s) rented, that I have received and understood instructions regarding the use of the item(s) rented, that I have read and agree to all terms printed on the face and reverse of this contract and that I am in agreement with all terms and conditions of the damage waiver offered.

Damage Waiver Accepted

Damage Waiver Declined

Damage Waiver Cost:

This document (front and back) represents the entire contract. There are no modifications, whether oral or via email/phone, that apply, unless they are written into this contract and agreed upon (initialed by both parties).

PA Contractor # 148638

SIGNATURE: _____ (seal)

I agree to all terms and conditions

TERMS AND CONDITIONS OF RENTAL

SAFETY: I acknowledge that I will not use this piece of equipment in any manner other than what the manufacturer intended. All applicable OSHA regulations will be complied with at all times while operating this equipment. The renter is responsible for a PA1Call, Dial 811, prior to beginning any excavation or moving of dirt.

LATE RETURNS: Any late returns will be charge for the full rate for an additional day. If the item is going to be late, Mike Tedesco MUST be contacted ahead of time to be notified. A \$25 per day no call/no show fee will be assessed if you do not contact us PRIOR to your scheduled return.

EQUIPMENT HOURS: All rentals are based on 8 hours allowable per rental day, 40 hours per rental week or 160 hours per rental month. Any hours in excess of the daily allowance will be charged at a prorated amount of per hour rounded up to the nearest whole hour.

USE OF ITEMS: Tedesco Construction LLC does not make any guarantees on the abilities of the rented equipment. The equipment is only to be used for its manufacturer's intended purpose and within the manufacturer's specified abilities. You also agree that you are satisfied with the instruction given by Tedesco Construction LLC on how to properly operate the equipment as intended and in a safe manor. Subleasing or improper use is prohibited. You are responsible to read all safety warning labels along with all load charts on all equipment.

FUEL: All equipment is to be return full of the appropriate fuel. If it is not returned, the renter will be responsible for the cost of refueling at the specified price per gallon listed on the front of this document (number of gallons estimated based off fuel gauge). Make sure you are refilling the item with the correct fuel (Diesel/Gas)

CLEANING: All equipment is to be returned "hose clean" and free of any mud or clumps of dirt/debris. If equipment is return excessively dirty, a minimum \$50 cleaning fee will be added to the total amount due.

RESPONSIBILITY: From the time the item is picked up until it is returned, the renter is responsible for any loss, damage, theft or other circumstances, whether it is the renter's fault or not. You will be financially responsible for any time, parts, repairs or replacement that would result from anything other than normal wear and tear. The renter is responsible for any insurance on the item during the time of rental. Maintaining a proper air pressure in tires and battery charge is the responsibility of the renter.

OPERATING RADIUS: You are welcome to use our rentals most anywhere you like, however, all trailers/equipment used more than 30 miles from our shop are used at your own risk and expense. We will not provide on-site assistance, but we will provide phone support. We will reimburse you for parts and labor only after authorization from us to proceed with repairs and only with the return of the old parts and receipts. We will not reimburse any towing/recovery costs associated with the breakdown and all trailers/equipment must be returned to us at your expense. All equipment is subject to GPS tracking.

DAMAGE WAIVER: If you pay the damage waiver charge as specified, subject to the limitations and exclusions below, Tedesco Construction LLC agrees to modify the terms of this contract and relieve you of the liability for accidental damage to the rented item(s) on this contract. This coverage carries a \$200 deductible for all sheet metal/"body" damage sustained to any equipment. Excluded from this waiver are any loss or damage due to theft, burglary, collision, misuse or abuse, theft by conversion, intentional damage, damage while loading or unloading, mysterious disappearance or any loss due to your failure to properly care for the rental item(s) as a prudent person would care for his/her own property, such as proper lubrication or intentionally continuing to operate a piece of equipment after a mechanical failure causing subsequent damages. Additional items not covered under the damage waiver are any/all damages to batteries, tires, tubes, tracks, booms, belts, straps, knobs, cords, hoses, seats and glass. This coverage carries a maximum value of \$5000; therefore the renter will be responsible for any expenses in addition excess of the \$5000 coverage purchased as a part of this damage waiver. Additionally, for all rented trailers, this waiver does not relieve the renter of liability in the event of a vehicle accident or in the event of a crime being committed. Any other scenario which a crime may have been committed which resulted in damaged equipment, a police report must be provided. In addition, if you have insurance for the loss or damage, you shall exercise, and shall empower us to exercise, all your rights to obtain recover under insurance and cooperate with Tedesco Construction LLC (and their insurance company) to obtain recovery and all insurance proceeds shall be given or assigned to Tedesco Construction LLC.

FAILURE TO RETURN THIS ITEM UNDER THE TERMS OF THIS CONTRACT MAY RESULT IN CRIMINAL PROSECUTION OF THE RENTER.

COLLECTION: The renter is responsible for any attorney fees, collection fees, court costs or any other expenses incurred as a result of collecting fees associated with this rental or collecting unreturned property. By signing this agreement, the renter authorizes Tedesco Construction to charge the credit card on file for any and all billable damages without further approval. All past due invoices will accrue an interest of 1.5% per month.

ITEM FAILURES: In the event of a failure or mechanical breakdown of the item, the renter is required to immediately notify Mike Tedesco at 717-278-8891.

