

Wolff Bros. Supply Master Rental Agreement

This Master Rental Agreement, as may be amended ("Agreement") governs all equipment rentals by Wolff Bros. Supply, Inc. ("Supplier") to the Customer.

- 1. TERM; OWNERSHIP:** Each rental term begins when equipment is delivered to Customer or Customer's authorized agent and ends when the equipment is returned to Supplier. Equipment is considered "returned" when: (1) Customer returns the equipment to Supplier during regular business hours; or (2) Customer returns the equipment to Supplier after regular business hours with Supplier's advance consent. Supplier reserves the right to terminate any equipment rental at any time, with or without prior notice. Supplier shall at all times remain the owner of the rented equipment. Customer acquires no ownership, right, title or other interest in any rented equipment except as stated herein.
- 2. INSPECTION:** Customer agrees to inspect all rented equipment prior to accepting delivery and also on site prior to each use by Customer or Customer's employees or agents. By accepting delivery of equipment from Supplier, Customer acknowledges that the equipment is in good condition and that Customer understands how to safely use the equipment and the uses for which the equipment is intended.
- 3. PAYMENT:** Customer agrees to pay the daily rental fee for all equipment rented from Supplier for the entire term of the rental, including any partial days. All past due payments shall incur a late payment penalty of 2% per month on the unpaid balance. Customer's obligation to pay rental fees and other amounts under this Agreement is absolute and unconditional and is not subject to any abatement, counterclaim, defense, recoupment, reduction, or setoff for any reason whatsoever.
- 4. SECURITY DEPOSIT:** As a condition of any rental agreement, Customer agrees to the immediate invoicing to its account the security deposit as shown on the invoice for the rental. The security deposit will be credited to the Customer's account when the equipment is returned in good condition and all accrued rental fees have been paid. Otherwise, the security deposit will be applied to any amounts owed to Supplier for the equipment rental. If the equipment is determined to be lost, stolen or damaged, the security deposit will first be applied to unpaid rentals and then to repair or replacement costs.
- 5. USE:** Customer acknowledges that the rented equipment is of the size, design, capacity and manufacture selected by Customer for Customer's intended purposes. Customer agrees that the equipment shall be used only by Customer and its employees and agents and only for its intended purpose(s) according to the manufacturer's directions and specifications. Customer shall operate the equipment in conformity with applicable laws, ordinances, rules, and regulations, including without limitation, the Federal Occupational Safety and Health Act (OSHA), OSHA standards, and state laws and regulations related to occupational health and safety. Customer shall immediately discontinue use of equipment should it become unsafe or in need of repair and promptly notify Supplier of the same, and Supplier will use reasonable efforts to replace the equipment with if another unit is available.
- 6. IMPROPER USAGE:** Customer shall not damage, harm, misuse, or cause more than normal wear and tear to equipment. Customer shall not make any modification to the equipment, and shall not alter, remove, or conceal any numbering, lettering, insignia or labels on the equipment. Customer shall immediately discontinue use of any equipment should it become damaged or in need of repair and promptly notify Supplier of any such damage or disrepair. Customer shall not sublet or assign the rented equipment or permit use by unauthorized parties.
- 7. ASSUMPTION OF RISK; INDEMNIFICATION:** Customer expressly assumes all risk arising from or related to Customer's and its employees' and agents' possession, storage, and use of the rented equipment. Customer shall indemnify, defend, and hold Supplier and its officers, directors, employees, agents and affiliates harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, related to injury to or destruction of property, or bodily injury, illness, sickness, disease or death of any person (including employees of Customer) which arise from or relate to the equipment rented hereunder or the liability or conduct of Customer, its agents or employees, or anyone for whose acts any of them may be liable.
- 8. RETURN OF EQUIPMENT:** At the end of the rental period as stated on the packing list provided to Customer at the start of the rental, Customer agrees to immediately return the rented equipment and all related parts to Supplier in the same condition they were received, ordinary wear and tear excepted. Supplier may, in its sole discretion, repossess the equipment if not returned within two (2) days following the expiration of the rental term or upon any earlier termination by Supplier. In any event, Customer shall be obligated to pay rent at the daily rate until the first to occur of: (a) the equipment is returned to Supplier, or (b) the equipment is determined to be lost or stolen and Customer notifies Supplier of that fact. Customer agrees to pay for any loss or damage to said equipment occasioned during the rental period. In the event of loss or damage to any of the equipment by theft, disappearance or vandalism, Customer shall immediately notify the appropriate law enforcement authority and Supplier. Customer shall be liable to Supplier for the full replacement cost of all lost or stolen equipment.
- 9. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY:** SUPPLIER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Customer's sole remedy for any failure of or defect in the equipment shall be termination of the rental fees provided the equipment is returned within 24 hours of the equipment failure. Under no circumstances shall Supplier be liable to Customer for any consequential or incidental damages arising from the failure of or defect in the equipment.
- 10. EQUIPMENT DAMAGED OR NOT RETURNED:** In addition to the daily rental fees and any other amounts due hereunder, Customer agrees to pay the following: (1) If equipment is not returned within a reasonable period following the agreed rental period, the replacement value of the equipment which in no event shall be less than the manufacturer's current list price; and (2) If equipment is not returned in the condition received, reasonable wear excepted, Customer will pay the actual charges for any repair plus one-half (1/2) the regular daily rental fee until repairs are completed or the replacement value of the equipment if repair and/or restoration is impossible or impractical, as determined in Supplier's sole discretion.
- 11. DEFAULT BY CUSTOMER.** If Customer, in any way, fails to observe keep, or perform any of the terms or conditions of this Agreement, Supplier shall have the right to exercise any one or more of the following, remedies: (1) immediately terminate this Agreement as to any equipment rented to Customer, (2) declare the outstanding fees for any rented equipment immediately due and payable, and to pursue all legal remedies in the payment thereof, (3) retake possession of the rented equipment holding Customer fully liable for all rental fees incurred, and (4) pursue all remedies legally available to Supplier. In the event Supplier must pursue legal action to collect any amounts due under this Agreement, Customer shall be liable to Supplier for the costs of such action and reasonable attorneys' fees.
- 12. MISCELLANEOUS:** Time is of the essence in the performance of this Agreement. This document constitutes the entire agreement between the parties with respect to the rental equipment and all matters related thereto. Customer may not assign its rights or obligations under this Agreement unless agreed in writing signed by Supplier. Waiver of any provision hereof in one instance shall not constitute a waiver of any other instance. In the event any provision of this Agreement is found invalid or enforceable, such provision shall be deemed severable and the remainder shall continue in full force and effect. This Agreement shall be governed by Ohio law, and any legal action related to this Agreement shall be commenced in courts of proper jurisdiction located in Medina County, Ohio.
- 13. MODIFICATION OF RENTAL AGREEMENT:** The terms of this Agreement may be modified, amended, restated or revoked by Supplier upon written notice to Customer via email.

I have read, understood, and agree to the terms of this Master Rental Agreement. I am authorized to sign this Agreement on behalf of the named Customer.

Customer Name _____

Date _____

Signature _____

Printed Name/Title _____

Rev 12/23

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I have read, understood, and agree to the terms of this Master Rental Agreement. I am authorized to sign this Agreement on behalf of the named Customer.

Customer Name _____

Date _____

Rev 12/23

Signature _____

Printed Name/Title _____