

# Chris Stites Rental Agreement Terms & Conditions

**SUBLEASE.** I MAY NOT SUBLEASE THE EQUIPMENT OR TRANSFER THIS AGREEMENT OR ANY INTEREST HEREIN OR THE USE OR POSSESSION OF THE EQUIPMENT. IF I SHOULD DO SO, I WILL ASSUME ALL LIABILITY AND COMPENSATE CHRIS STITES FOR ANY LOSS IT SUFFERS, AND I MAY BE DECLARED IN DEFAULT OF THIS RENTAL CONTRACT. NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION SUITABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, QUALITY OR FREEDOM FROM CLAIMS OF ANY PERSON BY WAY OF INFRINGEMENT OR THE LIKE, HAVE BEEN MADE BY CHRIS STITES Rental, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THE EQUIPMENT. I AM RENTING THE EQUIPMENT "AS IS". CHRIS STITES SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT, WHETHER ARISING THROUGH CHRIS STITES NEGLIGENCE OR IMPOSED BY LAW. IN NO EVENT SHALL CHRIS STITES BE LIABLE TO ME FOR INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST USE, REVENUE OR PROFITS (UNLESS I AM A CONSUMER UNDER APPLICABLE LAW, IN WHICH CASE NO CONSEQUENTIAL DAMAGES LIMITATION FOR INJURIES TO PERSONS SHALL APPLY).

**INDEMNIFICATION.** I AGREE TO INDEMNIFY AND HOLD CHRIS STITES, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, FOR ALL INJURIES OR DEATH OF ANY PERSON, OR DAMAGE TO ANY PROPERTY OCCURRING OR ARISING FROM OR CONNECTED WITH, DIRECTLY OR INDIRECTLY, MY POSSESSION, USE AND RETURN OF ANY OF THE EQUIPMENT (UNLESS I AM A CONSUMER UNDER APPLICABLE LAW, IN WHICH CASE NO CONSEQUENTIAL DAMAGES LIMITATION FOR INJURIES TO PERSONS SHALL APPLY).

**Rent** - Security, Additional Terms - Risk of Loss, Interest. I agree that the rental term is as shown herein, unless terminated or extended as provided herein. I agree to pay CHRIS STITES as rent for the Equipment the sums due for the rental term and that rent for the rental term is due and payable upon execution of this Rental Contract. I agree that no credit shall be due or payable for Equipment returned early. I agree that the security deposit (if applicable) will be credited against rental payments and other charges accruing hereunder only if I fully and faithfully perform all the terms and conditions of this Rental Contract. If I breach any such terms and conditions, the security deposit shall be retained by CHRIS STITES as additional consideration and I shall be required to pay, in addition, all of the rentals and other charges to be paid by me. I agree not to retain the equipment beyond the "Due In" time without prior notice to CHRIS STITES (either by telephone to the number listed herein or in person) and CHRIS STITES'S prior consent. **I agree that my actual usage of equipment shall not exceed eight (8) hours per 24-hour rental period (as measured by hour meter on machine), and I agree to pay on a prorated basis for usage in excess of this amount at a rate of \$25/hr.** CHRIS STITES offers customer a prepaid fuel option for all equipment that runs on gasoline or diesel fuel. The amount of this fee varies by machine and is dependent on the size of the fuel tank. If the customer elects the prepaid fuel option, then customer is not responsible for returning the equipment full of fuel. If customer does not return the equipment full of fuel, customer will be charged the full amount of the prepaid fuel option. I acknowledge that my failure to return rental property or equipment and to pay all amounts due (including costs for damage to property or equipment) constitutes evidence of my intent to defraud CHRIS STITES and is punishable by the Criminal Code in this State. Unless we otherwise agree at such time, CHRIS STITES may immediately upon such consent charge my credit card account listed herein with the full rental amount for the additional rental term to which we agree. I agree that, upon execution of this Rental Contract, I assume all risks of loss theft, damage, or destruction, partial or complete of the Equipment from any and every cause whatsoever. I agree to pay interest on all unpaid sums due at the lower of the rate of eighteen Percent (18%) per annum or the highest rate permitted by applicable law.

Huskee 27 Ton Log Splitter Manufactured by Speeco Model No: LS401228, Serial No: 21-53558,  
Honda GCV160 c3, Hydraulic Pump 1002408

Initial \_\_\_\_\_

Chris Stites: Please call 615-289-4101 for questions or concerns

Prohibited Uses. The Equipment may not and shall not be used:

- a. illegally or for any illegal purpose;
- b. when it is unsafe or not working properly;
- c. by anyone other than Customer or Customer's employees without the prior written consent of CHRIS STITES;
- d. improperly or for some unintended purpose, or misused;
- e. by other than a trained operator if a trained operator is required; or
- f. at any location other than Customer's job-site address on this Rental Contract, except with the prior written consent of CHRIS STITES.

**No Fixtures or Accessions.** I acknowledge that the Equipment is and will at all times remain CHRIS STITES property, and I shall keep it free and clear of all levies, liens, charges and encumbrances. I promise to pay, on demand, amounts required to release liens against the Equipment, or to pay any outstanding fines, penalties or fees applicable to use of the Equipment during the rental term. During the rental term, I agree not to part with possession or control of the Equipment, or sell, pledge, mortgage or otherwise encumber the Equipment or any part of it, or assign or encumber any interest hereunder. I agree that the Equipment shall not be affixed (a) to real estate in such manner as to become a fixture or a part of real estate or (b) to other goods in such manner as to become an accession to or a part of such other goods.

**Condition.** I acknowledge that I have examined the Equipment, seen it in operation (if appropriate) and that its condition is acceptable. I agree to surrender the Equipment to CHRIS STITES upon termination hereof, in as good order and condition as when received, except for reasonable wear and tear resulting from proper use, and if returned unclean, I may be charged a reasonable cleaning fee. I agree to keep and maintain the Equipment in good condition, use it in a careful and proper manner (including without limitation maintenance of proper fuel, oil and lubricant levels, if applicable) and comply with all applicable laws and regulations.

**Repair or Replacement.** I agree immediately to discontinue using Equipment that becomes unsafe or in a state of disrepair, and immediately to notify CHRIS STITES of such fact. CHRIS STITES has the option to make such Equipment operable within a reasonable time, provide me with a similar piece of Equipment or adjust the rental charge. However, if such Equipment is unsafe or in disrepair because of my improper use or maintenance, I will bear the expense of such replacement or repair or, at your option, be declared in default.

**Default.** I agree that any of the following shall be an event of default: (a) I fail to pay when due any rent or any other amounts due hereunder, (b) I fail to perform any of my covenants or obligations herein (INCLUDING WITHOUT LIMITATION THE PROHIBITION ON TRANSFER); (c) CHRIS STITES determines that any representation I made herein or in any other document executed and delivered by me in connection herewith shall have been inaccurate or untrue when made (d) I die, dissolve, cease doing business or sell or transfer all or substantially all of my assets; (e) any voluntary or involuntary bankruptcy or insolvency proceeding, or assignment for the benefit of creditors, is filed or otherwise commenced in respect of me; (f) I become insolvent or generally do not pay my debts as they become due; or (g) any breach or default by me occurs under any other agreement between us.

**Remedies upon Default.** I agree that upon a default by me CHRIS STITES may take one or more of the following actions: (a) proceed by arbitration to enforce my performance of the applicable covenants and provisions hereunder or to recover damages for the breach hereof, (b) cancel this Rental Contract; or (c) directly or by CHRIS STITES agent enter upon my premises or other premises where the Equipment may be located and take possession of the Equipment and thereupon my right to possession of the Equipment shall absolutely cease and this Rental Contract shall be canceled. I EXPRESSLY WAIVE (1)

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NOTICE AND THE RIGHT TO A HEARING PRIOR TO SUCH RETAKING OF POSSESSION, AND (2) ANY DIRECT OR CONSEQUENTIAL DAMAGES OCCASIONED BY SUCH TAKING OF POSSESSION (UNLESS I AM A CONSUMER UNDER APPLICABLE LAW, IN WHICH CASE NO CONSEQUENTIAL DAMAGES LIMITATION FOR INJURIES TO PERSONS SHALL APPLY). I agree to pay all costs and expenses (including the costs and expenses of retaking, together with reasonable attorneys' fees) CHRIS STITES incurs in exercising any of its rights or remedies hereunder or in enforcing this Rental Contract. For any cancellation under this paragraph, I agree that CHRIS STITES shall be entitled to retain all rents and additional sums paid by me plus all insurance proceeds and other sums, if any received by CHRIS STITES or to which it is entitled and CHRIS STITES shall be entitled to recover all rentals accrued and unpaid for the period up to and including the date of such cancellation, plus all additional sums payable by me, for which I am liable or for which I agreed to indemnify CHRIS STITES.

**Limitation on Remedies.** I agree that I have no right to reject or revoke acceptance of Equipment or to cancel this Rental Contract. I agree that if CHRIS STITES fails to meet any of its obligations, my exclusive remedy shall be to notify CHRIS STITES of such deficient performance. I agree that in such event CHRIS STITES may repair or replace any deficient Equipment or make a rental charge adjustment, and that CHRIS STITES liability for losses or damages resulting from any cause shall be limited to the rental fee of the particular Equipment involved in such losses or damages.

**Liquidated Damages for Unpaid Rent.** I agree that CHRIS STITES shall be entitled to recover immediately, as liquidated damages for unpaid rent and not as a penalty, a sum equal to the total of: (a) all rentals or other sums due and owing for any item of Equipment up to the date of return to or repossession by CHRIS STITES, (b) any expenses and losses incurred by CHRIS STITES in connection with the repossession, holding, repair, subsequent sale or lease or disposition of the Equipment, including reasonable attorneys' fees incurred in connection with the enforcement or protection of CHRIS STITES rights hereunder or any of the foregoing; (c) the Stipulated Loss Value for any item of Equipment that I fail to return to CHRIS STITES, convert or destroy or which CHRIS STITES is unable to repossess; and (d) The Stipulated Loss Value for all items of Equipment returned to CHRIS STITES (i) the present value of the proceeds of reletting such items of Equipment for the remaining term hereof, or (ii) if such item is sold, the net proceeds of such sale. Present value shall be computed on the basis of a discount rate of six percent (6%) per annum and the discount rates for any releasing will be compounded on the respective dates on which rents will be payable.

**Damage Protection** is an optional service offered by CHRIS STITES to cover repair or replacement charges if the equipment rented from CHRIS STITES is damaged during normal use. The charge for the Damage Protection service is 15% of the total rental fee and will appear as a separate line item on the invoice. Damage Protection is not insurance. Damage Protection only covers the costs of repair or replacement of the rented equipment damaged during normal use of the equipment. Damage Protection does not cover loss of or damage to the equipment during transport or loss or damage to the equipment caused by theft, abuse, misuse, neglect, intentional acts or failure to follow the instructions provided for proper use and care of the rented equipment.

**Entire Agreement; Severability.** The use of the Customer's purchase order on this Rental Contract is for Customer's convenience and identification only. This Rental Contract constitutes the sole agreement between CHRIS STITES and supersedes any terms and conditions included with any documentation provided at any time by Customer, who acknowledges that solely the terms set forth herein shall govern the relationship by and between CHRIS STITES and the Customer with respect to the Equipment. If any term or other provision of this Rental Contract is or should become invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Rental Contract shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party.

**Governing Law; Jurisdiction.** This Rental Contract shall be governed by and interpreted under the laws of the state in which the Equipment is leased and Customer irrevocably consents to the personal jurisdiction of any state and federal courts located in such state.

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

Rental Period: (Circle One)    4 hour    1 Day    2 Day    3 Day    4 Day    Weekly    Weekend

Drop Off/ Pick Up Location: \_\_\_\_\_

To be returned by: Date \_\_\_\_\_ Time \_\_\_\_\_ am/pm

Rental Amount:                    \$ \_\_\_\_\_

Delivery:                            \$ \_\_\_\_\_

Fuel Deposit: \$                    \$ \_\_\_\_\_ yes or no (circle one)

Cleaning Deposit: \$                \$50.00 \_\_\_\_\_ (will be refunded if returned clean)

Damage Protection:                \$ \_\_\_\_\_ (Optional 15% of Rental Cost)

TOTAL                                \$ \_\_\_\_\_

**PICTURE OF VALID IDENTIFICATION REQUIRED i.e. Driver's License**

Print and Sign- Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

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

Home Address: \_\_\_\_\_

Leased By: \_\_\_\_\_

**OWNERS/OPERATORS MANUAL AVAILABLE AT**

<https://atcprises.com/owners-manuals/>

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