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RENTAL CONTRACT/TO: _____ Phone# _____

"Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the personal property listed under "Item Rented" (herein called the "rented property") subject to the following terms and conditions. This is a blanket contract that covers rented trucks, equipment, & property.

1. Lessee agrees to pay the rental rate specified for each item leased hereunder for each time period or fraction thereof that the rented property is charged to the possession of the lessee. The lessee shall be charged with possession of the rented property from the time it (wherever appropriate herein, the words "he" /"she" may be substituted) acquires possession of such property as indicated under "Date In" and "time In." Special weekly and monthly rates apply only when the rented property is originally rented on a weekly basis and such rate is indicated at the time this contract is signed. Lessee further acknowledges that their credit card will be used as a form of payment if given to Lessor at any time.
2. Lessee agrees to pay rental charges in advance or immediately upon returning the rented property at lessor's sole discretion. Lessee further agrees that its deposit may be credited against any rental or other charges incurred by it hereunder and further agrees to pay upon demand all costs and charges payable under this lease over and above the advance deposit, together with all costs of collection including but not limited to collection agency fees and Lessor's reasonable attorney fees.
3. Lessee agrees to pay additional rental charges for equipment used in excess of single shift operation. Single shift operation will be defined as up to an 8-hour workday, 40-hour workweek or 160-hour work month, *hrs in excess will be prorated* (daily rental rate divided by 8 hrs, weekly rental rate divided by 40 hrs or monthly rental rate divided by 160hrs), hrs will be assessed at the end of the rental period. Double shift operation will be billed at 1.5 times single shift rate & Triple shift operation will be billed at double the single shift rate. Lessor agrees to notify Lessee if equipment is to be used more than single shift operation before the rental period starts.
4. Lessee agrees to return the rented property to Lessor immediately upon termination of this contract in the same condition as that in which the said property was received, ordinary wear and tear from a use permitted under this lease excepted.
5. Lessee agrees to use the rented property only at the address and only for the purpose designated herein unless the Lessor consents in writing to its use at another location and/or for another purpose. Lessee further agrees to keep and retain all Lessor's labels, plates or markings in place on the rented property.
6. Lessee acknowledges that it has inspected the rented property and has found it to be clean and in good working condition at the time of entering into this contract. Lessee further acknowledges that it has received safe operation instructions in respect to the rented property.
7. Lessee agrees to immediately cease using any rented property if, while Lessee is charged with possession thereof, said property is found to be unsafe or in disrepair. Lessee shall notify Lessor immediately in either such case, and Lessor agrees, upon payment to it in full of all moneys chargeable to Lessee under this lease to the date of such replacement including but not limited to, all repair or replacement costs, to replace the rented property with similar property in good working condition with reasonable dispatch. Rental and other charges under this lease shall continue at all times pending such replacement and thereafter, in accordance with the terms of the lease.
8. Lessee agrees to pay all cleaning, repair, and replacement charges of any rented property, which is required to be cleaned, repaired, or replaced upon its return to Lessor.
9. Lessee agrees to pay Lessor in full for all loss or damage resulting to the rented property while said property is charged to its possession, whether such loss or damage is caused by loss or theft of the rented property or by reason of accident thereto, or by careless or abusive use thereof. If rental insurance is added; operator error, abuse, or neglect is not covered.
10. Lessee agrees that use of the rented property shall be entirely at its own risk and that it will indemnify and save harmless Lessor, its agents and employees, from any and all liabilities, losses, payments, or expenses of any nature including reasonable attorney fees and costs of defense, (1) for injury or death to any person or persons and (2) for damage to any property occurring in respect of the Lessee, its agents or employees or the rented property while the said rented property was or is in, or arising, directly or indirectly, because the rented property is or has been in possession of the Lessee, its agents or employees.
11. LESSOR MAKES NO WARRANTIES OF SAFETY FOR USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN RESPECT TO THE RENTED PROPERTY.
12. The parties hereto agree that the terms and conditions of this contract are severable, and, in the event that any term or condition hereof is invalid under the laws of any state where used such term or condition shall be deemed not to be part of this contract in such state but shall not invalidate any other provision hereof.
13. **BALANCE OVER 30 DAYS MAY BE SUBJECT TO A SERVICE CHARGE OF 2% INTEREST PER MONTH (24% PER ANNUM). PLUS ANY AND ALL COLLECTION FEES.**

TERMS AND CONDITIONS

THE UNDERSIGNED PERSONAL GUARANTOR, RECOGNIZING THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A NECESSARY FACTOR IN GRANTING THIS RENTAL CONTRACT, HEREBY CONSENT TO AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED, BY THE ABOVE NAMED BUSINESS CREDIT GRANTOR, FROM TIME TO TIME AS MAY BE NEEDED IN THE CREDIT EVALUATION PROCESS. THE GUARANTOR AGREES TO BE UNCONDITIONALLY RESPONSIBLE FOR PERFORMANCE OF ALL OF THE TERMS OF THE RENTAL CONTRACT.

Signature (No Title) _____ DATE _____

Print (No Title) _____

Social Security# or Tax I.D. # _____