

## **EQUIPMENT RENTAL AGREEMENT**

### **Selkirk Equipment Rentals LLC**

This Equipment Rental Agreement ("Agreement") is entered into by and between Selkirk Equipment Rentals LLC, an Idaho limited liability company ("Lessor"), and the undersigned renter ("Renter").

Renter acknowledges and agrees that by signing, electronically accepting, or otherwise approving the order summary associated with this Agreement (hereafter, "Order Summary"), Renter accepts and agrees to be bound by all terms and conditions of this Equipment Rental Agreement. The terms of the Order Summary are incorporated herein by this reference.

### **1. PARTIES & GOVERNING LAW**

Lessor:

Selkirk Equipment Rentals LLC

2330 E Yellow Pine Ave

Athol, ID 83801

[info@selkirkequipmentrentals.com](mailto:info@selkirkequipmentrentals.com)

Renter:

The individual or entity identified as "Customer" in the Order Summary.

### **2. EQUIPMENT**

"Equipment" includes all machinery, vehicles, attachments, accessories, replacements, and substituted items rented by Lessor to Renter, including but not limited to excavators, skid steers, telehandlers, boom lifts, mini-excavators, and attachments.

Attachments may be included with the rental or rented separately at Lessor's sole discretion unless specifically elected and paid.

Lessor agrees to rent to Renter the equipment identified in the Order Summary (the "Equipment"), including any attachments, accessories, substitutions, or replacements provided by Lessor.

### **3. RENTAL TERM & RATE**

The rental term begins and ends on the dates stated in the Order Summary.

If the rental includes return of the Equipment by Renter, Renter must return the Equipment to Lessor at Lessor's place of business, unless extended in writing by Lessor.

If the rental includes pickup of the Equipment by Lessor and such pickup has been ordered and paid for by Renter, the rental term shall end at 5:00 p.m. on the End Date, and Renter shall make the Equipment available for pickup at the agreed location. No return by Renter shall be required in such case.

Rental rates, delivery fees, pickup fees, taxes, deposits, damage waiver fees, and all other charges are as stated in the Order Summary and are due as provided therein.

A late fee of seventy-five Dollars (\$75)/hour applies for each hour or partial hour after 5:00 p.m. on the last day of the rental term, unless otherwise waived in writing by the Lessor.

Renter shall be responsible for all applicable sales, use, and other taxes related to the rental and use of the Equipment. Lessor may add applicable taxes to all charges.

A twenty percent (20%) down payment of the total estimated rental charges is due at the time of reservation. The remaining balance is due upon pickup by Renter or delivery of the Equipment, as applicable.

Notwithstanding the foregoing, Renters with approved credit terms established in writing with Lessor may pay in accordance with such agreed-upon terms.

Either party may terminate this Agreement early with three days' written notice, which must be by email to Lessor at [info@selkirkequipmentrentals.com](mailto:info@selkirkequipmentrentals.com) or may be by email to Renter. If terminated early by Renter without cause, all prepaid rental fees are non-refundable. Lessor may terminate immediately if Renter breaches any term of this Agreement.

#### **4. DELIVERY, PICKUP & TRANSPORT**

If Equipment is delivered by Lessor, Lessor shall be responsible for loading, unloading, and transport liability.

If delivery and/or return pickup services are selected and paid for as reflected in the Order Summary, Lessor shall provide such services subject to site access and safety conditions.

Renter is responsible for ensuring safe access for delivery and, if Lessor is picking up Equipment for return at the end of the rental term, for pick up.

If Equipment is picked up by Renter at the beginning of the rental term or returned by Renter, Renter assumes all responsibility for loading, unloading, tie-down, transport, and all associated liability, whether or not Lessor provides assistance.

Renter agrees to inspect trailer hitches and safety chains before each use and maintain them in a secure condition.

Risk of loss transfers to Renter upon pickup or upon delivery, whichever occurs first.

## **5. ACCEPTANCE & CONDITION**

Renter shall inspect the equipment immediately upon pick up by Renter or delivery to Renter. Any defects or discrepancies must be reported immediately upon delivery or pick up by Renter and Renter shall cease use of the Equipment until further instruction is provided. Failure to report shall be deemed conclusive acceptance of the equipment in good condition and fit for its intended use and shall be deemed a waiver of any claims related to Equipment condition.

Failure to provide immediate notice constitutes a waiver of any claims related to Equipment condition.

## **6. USE RESTRICTIONS**

Renter shall use the Equipment only in a careful, proper, and lawful manner, solely for its intended purpose, and in compliance with all applicable laws, OSHA regulations, and manufacturer guidelines.

Prohibited uses include, but are not limited to:

- Sub-renting, lending, transfer of possession or assigning the Equipment, absent written consent from Lessor
- Overloading, misuse, or abuse
- Operation near utilities without proper clearance
- Lifting personnel unless expressly designed for such use
- Illegal, unsafe, or negligent operation
- Use by unauthorized operators
- Use in hazardous, regulated, or environmentally sensitive environments, including exposure to hazardous materials or substances
- Modifications to the Equipment

## **7. OPERATORS**

Operators must possess a valid driver's license. Renter represents and warrants that all operators have adequate training, experience and competence to safely operate the Equipment in compliance with the Use Restrictions in Section 6 of this Agreement.

Employees and subcontractors of Renter may operate the Equipment only if Renter's liability insurance required under Section 10 of this Agreement covers claims relating to or arising out of such employees' or subcontractors' operation of the Equipment.

If a Damage Waiver is elected, only operators authorized by Renter and approved by Lessor in writing may operate the Equipment.

## **8. MAINTENANCE & BREAKDOWN**

Lessor shall perform routine maintenance on the Equipment prior to delivery or pick up by Renter. Renter shall maintain the equipment in good condition during the rental term. Renter shall immediately stop using the Equipment and notify Lessor if the Equipment malfunctions or becomes unsafe. Continued operation after malfunction constitutes abuse.

## **9. DAMAGE, LOSS, RESPONSIBILITY & DAMAGE WAIVER**

Renter is fully responsible for all damage, loss, or destruction of the Equipment while in Renter's possession, custody, or control, including but not limited to damage arising from misuse, abuse, negligence, unauthorized operation, improper loading or transport, theft, vandalism, environmental contamination, or total loss. Repairs or replacements will be charged to Renter at Lessor's actual cost, plus reasonable service fees and loss of rental income during repair or replacement. In the case of replacement, Equipment valuation shall be based on full replacement cost, as determined by Lessor. In the case of repairs, Lessor's choice of the individual(s) or entity to perform the repair is in Lessor's sole discretion. If Lessor opts to have Lessor's owners and/or employees repair the Equipment, Lessor may charge a reasonable rate for the service, in addition to Lessor's actual out of pocket costs.

### **Damage Waiver Fee**

Lessor charges a Damage Waiver Fee equal to ten percent (10%) of the base rental charges on all rentals unless Renter provides proof of insurance acceptable to Lessor in accordance with Section 10. In addition to providing proof of insurance under Section 10, Renter may elect to pay the Damage Waiver Fee.

If the Damage Waiver Fee is paid in full prior to the commencement of the rental term, Renter shall be entitled to a credit of up to Three Hundred Dollars (\$300) toward

Lessor's cost of repairing accidental damage to the Equipment that occurs while the Equipment is in Renter's possession.

Except for this limited repair credit, the Damage Waiver does not reduce, replace, or eliminate Renter's responsibility for the Equipment.

The Damage Waiver is not insurance, does not cover liability to third parties, and does not apply to damage or loss caused by negligence, misuse, unauthorized operators, theft, vandalism, total loss, normal wear, environmental contamination, or damage occurring during loading, unloading, or transport.

Renter may decline the Damage Waiver only by providing proof of insurance covering the full replacement value of the Equipment, acceptable to Lessor, prior to release of the Equipment to Renter. Failure to provide such proof of insurance (or to maintain such insurance throughout the rental term) shall be deemed agreement by Renter to pay the Damage Waiver Fee.

Except as expressly stated in this Section, Renter's responsibility for the Equipment is not limited by payment of the Damage Waiver Fee.

## **10. INSURANCE REQUIREMENTS**

Renter shall maintain insurance which must include at a minimum:

- Commercial General Liability:  
\$1,000,000 per occurrence / \$2,000,000 aggregate
- Equipment / Inland Marine Coverage:  
Coverage equal to the full replacement value of the Equipment (except as provided below in this Section 10)
- Automobile Liability (if transporting Equipment):  
\$1,000,000 combined single limit
- Workers' Compensation:  
Statutory limits if Renter employs employees or uses subcontractors

Failure to maintain required insurance constitutes a default under this Agreement.

Renter shall provide proof of insurance acceptable to Lessor prior to release of the Equipment unless Renter pays the Damage Waiver Fee in accordance with Section 9. If Renter pays the Damage Waiver fee, Renter is not required to maintain separate equipment insurance.

## **11. HOLD HARMLESS & INDEMNIFICATION**

Renter assumes all risks of operation and use of the Equipment. Renter agrees to indemnify, defend, and hold harmless Lessor and its members, managers, employees, agents, and affiliates from any and all claims, liabilities, damages, losses, costs, and expenses, including attorney's fees, arising from or related to:

- Use, possession, operation, transport, or storage of the Equipment
- Acts or omissions of Renter, its operators, employees, subcontractors, or third parties

Renter acknowledges that Lessor is not the manufacturer of the Equipment and makes no representations or warranties regarding the design or manufacture of the Equipment.

This obligation is in consideration of the rental of the equipment and applies to the fullest extent of the law.

This obligation survives termination of this Agreement.

## **12. LIMITATION OF LIABILITY & WAIVER OF CLAIMS**

Lessor shall not be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of profits, loss of use, or project delays, arising from this Agreement, even if advised of the possibility of such damages.

## **13. SECURITY DEPOSIT & PAYMENT AUTHORIZATION**

A security deposit is required unless Renter and Lessor agree in writing to credit terms, which, if any, are incorporated herein by reference. Renter authorizes Lessor to apply the security deposit to and otherwise charge any credit card or ACH account on file for all amounts due, including damage to Equipment, cleaning, fuel, late fees, loss, repossession costs, and collection expenses.

Fuel policy is full-to-full. Refueling is charged at \$10 per gallon.

## **14. DEFAULT, TERMINATION & REPOSSESSION**

Lessor may immediately terminate this Agreement and repossess the Equipment without court order in the event of Renter's misuse of the Equipment, default in payment, or breach of this Agreement.

Renter grants Lessor permission to enter job sites, private property, or other locations where the Equipment is located for purposes of inspection, maintenance, or repossession. Renter shall pay all repossession and recovery costs.

#### **15. NO BAILMENT; NO WARRANTY**

Nothing in this Agreement shall be construed to expand Lessor's duties beyond those expressly stated herein. Equipment is rented "AS IS" and "WHERE IS." Lessor disclaims all warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.

#### **16. ASSIGNMENT**

Renter may not assign this Agreement or transfer any rights hereunder without Lessor's prior written consent.

#### **17. WAIVER OF JURY TRIAL**

The parties knowingly and voluntarily waive any right to a trial by jury in any action or arbitration arising from this Agreement.

#### **18. ARBITRATION; DISPUTE RESOLUTION**

Any and all disputes, claims, or controversies arising out of or relating to this Agreement, including the formation, interpretation, performance, breach or termination thereof, shall

be resolved exclusively by binding arbitration administered in accordance with the rules of the American Arbitration Association (AAA) then in effect, but only to the extent such rules do not conflict with the parties' agreement to arbitrate and the Idaho Uniform Arbitration Act (Idaho Code § 7-901, *et. seq.*).

The arbitration shall be conducted before a single neutral arbitrator licensed to practice law in Idaho with experience in contract and construction law and commercial disputes. Within 30 days of either party's receipt of written notice from the other of a dispute to be arbitrated, the parties shall mutually agree upon a single arbitrator. If the parties cannot agree on an arbitrator, within 30 days, the parties shall each appoint in writing a single neutral arbitrator and the two appointees shall agree on and appoint a third arbitrator who shall serve as sole arbitrator.

Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitration shall be governed by the Idaho Uniform Arbitration Act (Idaho Code § 7-901, *et. seq.*) insofar as it does not conflict with the parties' agreement to arbitrate. The arbitration shall take place in Kootenai County,

Idaho. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

#### **19. PERSONAL GUARANTY (BUSINESS RENTERS)**

If Renter is a business entity, the individual employee, agent or owner of such business entity who submits the Order Summary personally guarantees all obligations under this Agreement.

#### **20. SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### **21. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and may be executed electronically.