MOSCOW & PULLMAN
BUILDING SUPPLY

# RENTAL CONTRACT

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760 N. Main St. Moscow, ID 83843

LOCALLY OWNED
& OPERATED

MOSCOW & PULLMAN
BUILDING SUPPLY
Your Locally Owned Home Center Since 1958

I HAVE READ THE TERMS OF THIS CONTRACT FRONT
AND BACK AND AGREE TO ABIDE BY THEM.

**LESSEE NAME:** _____ **LESSEE SIGNATURE:** _____

1. SEVERABILITY
The provisions of this Agreement are severable so that the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions.

2. PURCHASE ORDERS
The use of Lessee's purchase order number is for Lessee's convenience only. This Agreement constitutes the entire understanding between the parties and supersedes any prior or subsequent purchase order terms.Absence of purchase order number shall not be grounds for non-payment.

3. ACCEPTANCE AND CONDITION OF EQUIPMENT
Lessee acknowledges inspecting the equipment upon pickup or delivery and finding it in good condition and suitable for use. Use of the equipment constitutes acceptance. Lessee shall immediately notify Lessor of any defect or unsafe condition and discontinue use until inspected by Lessor.

4. USE OF EQUIPMENT
Lessee agrees to use the equipment safely, for its intended purpose, and only by competent and trained operators. Equipment may not be used for illegal purposes or outside the designated jobsite without Lessor's written consent.

5. PAYMENT TERMS
All charges are payable in advance unless Lessee has an approved commercial account. Approved accounts must pay within 30 days. A service charge of 1% per month (12% annually) applies to past due balances. Lessee shall pay all collection costs, including attorney's fees.

6. FUEL AND CONSUMABLES
Equipment must be returned with the same fuel level as at checkout. Fuel shortages will incur a refueling charge at the posted rate. Lessee is responsible for fluids, filters, and maintenance consumables during the rental period.

7. CLEANING AND RETURN CONDITION
Lessee must return all equipment clean and free of debris. Cleaning fees may apply for excessively dirty equipment. Lessee remains responsible for all damages other than normal wear.

8. CANCELLATION AND NO-SHOW POLICY
Cancellations must be made at least 24 hours in advance to receive a full refund. Cancellations within 24 hours or no-shows will forfeit the reservation.

9. LATE RETURNS
Lessee must return the equipment on or before the due date. Late returns will continue to accrue rental fees until returned.

10. EQUIPMENT FAILURE
If equipment becomes unsafe or inoperable, Lessee must immediately discontinue use and notify Lessor. Lessor will, at its discretion, repair or replace the equipment or adjust rental charges. Lessee shall not attempt repairs without authorization.

11. DAMAGE, LOSS, OR THEFT
Lessee is responsible for any loss, theft, or damage from any cause during the rental period, normal wear excepted. Unreturned or destroyed equipment will be charged at full replacement cost. Police reports are required for stolen items.

12. INSURANCE
Lessee shall maintain liability and property insurance sufficient to protect both Lessee and Lessor from all claims, losses, or damages arising from equipment use, including a minimum of $1,000,000 in general liability coverage.

13. WEATHER / ACT OF GOD
Lessor shall not be liable for delays or inability to perform due to weather, fire, flood, strikes, or other causes beyond its control. Lessee remains responsible for rental fees during such periods unless agreed otherwise in writing.

14. CREDIT CARD AUTHORIZATION
Lessee authorizes Lessor to charge any unpaid rental fees, damages, cleaning charges, or other costs to the credit card on file.

15. SECURITY DEPOSIT
A refundable security deposit may be required. Deposits may be applied toward unpaid rental, damage, or cleaning charges. Remaining balances will be refunded within five (5) business days of satisfactory return.

16. INDEMNITY AND HOLD HARMLESS
Lessee assumes all risks associated with use of the equipment and agrees to indemnify, defend, and hold harmless Lessor, its owners, officers, and employees from any and all claims, damages, or expenses arising from Lessee's use, possession, or operation of the equipment, including attorney's fees.

17. TITLE AND OWNERSHIP
This is a rental only. Title to the equipment remains with Lessor at all times. Lessee shall not pledge, assign, or transfer any interest in the equipment.

18. REPOSSESSION
Upon Lessee's failure to pay or breach of any term herein, Lessor may terminate this Agreement and retrieve the equipment without notice. Lessor and its agents shall not be liable for trespass or damages during repossession.

19. DISPUTE RESOLUTION
Any dispute shall first be submitted to mediation in Latah County, Idaho. If unresolved, exclusive jurisdiction shall lie with the state or federal courts in Latah County, Idaho.

20. DIGITAL SIGNATURES
Electronic signatures and digital copies of this Agreement are legally binding and enforceable as originals.

21. TRAILER USE & TOWING REQUIREMENTS
If Lessee rents a trailer from Lessor, trailers are to be used exclusively for transporting Lessor's equipment. Trailers must be towed by a vehicle rated at a minimum of three-quarter (¾) ton capacity or greater, equipped with a properly sized hitch, safety chains, and a functional trailer brake controller. Lessee is responsible for ensuring compliance with all state and local laws, inspecting connections before use, and assumes all risk of loss or damage resulting from improper towing, overloading, or violation of these requirements.

22. SCAFFOLDING PROTOCOL
All scaffolding must be used in compliance with OSHA and applicable safety regulations. Lessor may deliver and retrieve scaffolding for additional labor or transportation fees. Lessee is responsible for ensuring scaffolding is used safely by qualified personnel. Any damage or unauthorized modification is subject to additional charges, and Lessee assumes full responsibility for safe use during possession.

23. RENT-TO-PURCHASE OPTION
If Lessee chooses to purchase the rented equipment, and if Lessor agrees in writing, a portion of the rental fees paid may be applied toward the purchase price as follows:
•**Eligibility** – This option applies only to equipment that Lessor agrees to sell. Lessor reserves the right to determine eligibility and the purchase price.
•**Credit Toward Purchase** – **Up to 50% of the total rental charges paid** for that specific item may be credited toward the final purchase price.
•**Payment Terms** – The purchase must be paid in **full at the time of sale**, unless otherwise agreed to in writing by Lessor.
•**Condition of Equipment** – Equipment will be sold **as-is, without warranty**, unless covered under the manufacturer's remaining warranty at the time of sale.
•**Non-Transferable** – Rental credits are valid only for the original Lessee and cannot be transferred.

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SMALL ENGINE REPAIR & MAINTENANCE SERVICES
Moscow & Pullman Building Supply (MPBS) offers small engine repair and maintenance services for outdoor power equipment, including brands for which MPBS is an authorized dealer and service center. The following terms apply:

• Repairs and maintenance will be performed in accordance with industry standards and manufacturer recommendations. MPBS makes no guarantees or warranties on repair work unless explicitly covered under the manufacturer's warranty for authorized brands.

• MPBS is not responsible for any pre-existing damage, wear, or deterioration to equipment submitted for service.

• MPBS is not liable for loss of use, downtime, or any consequential costs incurred due to the equipment being unavailable during service. Customer agrees to hold MPBS harmless from any such claims, costs, or damages.

• MPBS will make reasonable attempts to contact the customer when repairs are completed or when estimates require approval. If the customer fails to respond or retrieve equipment within 60 days of notification, MPBS may assess storage charges. After 90 days with no contact, the customer waives all ownership rights, and MPBS may dispose of or resell the equipment at its discretion.

• Submission of equipment for service constitutes authorization for MPBS to perform diagnostic inspections and necessary repairs as approved by the customer.