

LARGER FORMAT COPY AVAILABLE UPON REQUEST

DEFINITIONS – “Rental Contract” means this rental agreement, including reservation details. “Equipment” means any one or more of the items identified in the Rental Contract, as well as any accessories, attachments, or other similar items delivered to the customer, including, but not limited to air hoses, electric cords, blades, welding cables, liquid fuel tanks, and nozzles. “Lessee” means the person who is paying to use the equipment; the person or entity identified as such in the reservation, or any agent, officer, or employee of the Lessee. “Lessor” means Moscow & Pullman Building Supply, the rental agency. “Store Location” means the store from which the equipment was picked up, or delivered from. “Rental Period” refers to the period of time from when the Lessee takes delivery of the equipment, either by picking it up, or the Lessor delivering and unloading it at the designated delivery location, to the time that the equipment is returned to, and accepted by, the Lessor. “Reservation Details” means the equipment, rental period, delivery information, payment information, and other information set forth on the confirmation and order summary screen. “Credit Card” means the credit card provided by the Lessee as part of this Rental Agreement.

SEVERABILITY - The provisions of the Rental Contract shall be severable, so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions.

PURCHASE ORDERS - The use of Lessee’s purchase order number on this Rental Contract is for Lessee’s convenience and identification only. This rental contract constitutes the sole agreement between Lessee and Lessor and supersedes any purchase order provisions whether sent to or received prior, or subsequent to this rental contract. Absence of a purchase order number shall not constitute grounds for nonpayment of rental charges when Lessee has had possession, or the right to possession of the rental items.

RELEASE AND INDEMNITY - Lessee assumes all risks inherent in the operation and use of the Rental Equipment by Lessee and anyone else. Lessee assumes the entire responsibility for the defense of and agrees to pay, indemnify, and hold Lessor, its shareholders, directors, officers and successors (collectively “Lessor”) harmless from and hereby fully discharges and releases Lessor from any and all claims for damages to property or for bodily injury (including death), or loss of time or inconvenience, or consequence, or consequential damages (including but not limited to loss revenue or profits) resulting from the use, operation or possession of the Rental Equipment, whether or not it be claimed or found that such damage or injury resulted in whole or in part from the negligence of Lessor from the defective condition of the Rental Equipment, or from any other cause. Lessor shall not be held to any liability with respect to any claim be Lessee, or any third party, on account of, or arising from the design of, the decision to use, or the use of the Rental Equipment. Notwithstanding the foregoing, in the event Lessor is held liable in any respect hereunder, Lessor’s liability to Lessee for any cause whatsoever, and regardless of the form of action, whether in contractor in tort, including negligence, is limited to an amount equal to the total rental charge due hereunder. In no event shall Lessor be liable for indirect, incidental or consequential damages of any type or nature.

EQUIPMENT FAILURE - Lessee agrees to immediately discontinue the use of the Rental Equipment should it at any time, become unsafe or in a state of disrepair, and to immediately notify Lessor of the facts. Lessor agrees, in its discretion, either to repair the Rental Equipment within a reasonable time, or provide Lessee with a comparable item if available, or make the equipment available to Lessee at another time (if applicable to Lessee), or adjust the rental charge. This provision does not relieve Lessee for Lessee’s other obligations under this Rental Contract. Lessee shall not repair, or attempt to repair, the equipment themselves.

WARRANTIES – LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL EQUIPMENT. LESSOR SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AND IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. LESSOR DOES NOT WARRANT THAT THE RENTAL EQUIPMENT WILL MEET LESSEE’S REQUIREMENTS OR THAT OPERATION OR USE OF THE RENTAL EQUIPMENT IS SUITED FOR THE LESSEE’S INTENDED USE, OR THAT THE RENTAL EQUIPMENTS FREE FROM DEFECTS.

TIME OF RETURN - Lessee’s right to possession of the Rental Equipment terminates upon the expiration of the rental period set forth above and retention of possession after this time constitutes a material breach of this contract. Time is of the essence in this contract. Any extensions must be mutually agreed upon in Writing.

LATE RETURNS - Lessee shall return the Rental Equipment to Lessor during its regular business hours, promptly upon, or prior to expiration of the Rental Period. If Lessee does not timely return the Rental Equipment, the rental rate shall continue until the equipment is returned.

PAYMENT - Lessee shall pay all charges payable under this Rental contract in advance, provided, however, that the foregoing shall not limit the amount payable by Lessee hereunder and all additional amounts hereunder shall be paid immediately as such costs or charges are incurred. Commercial Accounts approved by Lessor may pay charges within 30 days from Contract date. Lessee shall pay all reasonable costs of collection, court attorney’s fees and other expenses paid or incurred by Lessor in the collection of any charges due under this Rental Contract, or in the retaking of the Rental Equipment or in other enforcements of the terms of the Rental Contract. Lessee shall pay in addition to any other amounts payable hereunder, as service charge of 1-1/2% per month (18% annually) on past due Commercial Accounts or other unpaid charges hereunder. Lessee will pay all applicable sales and use taxes.

DAMAGED, LOST, STOLEN OR DIRTY EQUIPMENT – During the Rental Period, Lessee assumes the entire risk or loss regardless of cause, with respect to the Rental Equipment, normal and reasonable wear and tear expected. Accrued rental charges cannot be applied against the purchase or costs of repair of damaged, lost or stolen goods. Rental Equipment which is unreturned when due or damaged beyond repair, as determined by Lessor, must be paid for by Lessee at its full replacement costs, as designated by Lessor. All costs of repairs will be borne by Lessee whether performed by Lessor or at our option by another person. Lessee shall pay a reasonable clearing charge for Rental Equipment returned dirty. Lessee shall pay Lessor all charges and costs payable hereunder immediately upon receipt of an invoice upon request.

REASONABLE WEAR AND TEAR – Reasonable wear and tear of the equipment shall mean only the normal deterioration of the equipment caused by ordinary use on a one-shift basis. The following shall not be deemed reasonable wear and tear: (i) damage resulting from a lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water, and air pressure levels; (ii) any damage resulting from a lack of servicing or preventative maintenance suggested in the manufacturer’s operation and maintenance manual; (iii) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the equipment; (iv) damage in the nature of dents, bending, tearing, staining, corrosion, severe scratching, or misalignment to or of the equipment or any part thereof; (v) wear resulting from use in excess shifts for which rented; (vi) and any other damage to the equipment which is not considered ordinary and reasonable in the equipment rental industry.

USE OF EQUIPMENT - Lessee agrees and covenants:
(a) That Lessee has inspected the Rental Equipment and finds the same to be in good and acceptable condition, and will only accept delivery of the equipment if the Lessee determines that the equipment is in good working order & repair, and is suitable for the Lessee’s needs;
(b) That Lessee is satisfied with the instructions given by Lessor in the proper and safe manner of using the Rental Equipment, or that Lessee is familiar with it, and it’s proper and safe use and has told Lessor, that such instruction is unnecessary. Examples of safety issues that the Lessee should be familiar with include, but are not limited to (hazard-specific safety sheets are available upon request):
(i) Hazards of, and proper use of fall protection mitigation devices on equipment that will expose personnel to heights;
(ii) Proper use of ROPS (roll-over protection systems) on equipment so fitted;
(iii) Sustained high and/or loud noise levels and proper hearing protection for equipment;
(iv) Proper use of safeties on equipment so fitted;
(c) That the Rental Equipment will be used only at the address designated unless Lessee obtains written permission of Lessor to use it elsewhere.
(d) Customer acknowledges that the Lessor has no responsibility to inspect the equipment during the period between delivery to Lessee, and return and acceptance by the Lessor;

(e) That under no circumstances will the Rental Equipment leave the immediate vicinity of the Metropolitan Area (as most narrowly defined), embracing Lessor’s business location at which Lessee rented the equipment.
(f) That the Rental Equipment will not be used for any illegal purpose or in any illegal manner or in any illegal activity. It is the Lessee’s responsibility to ensure that the equipment is used in compliance with all applicable laws, codes, ordinances, and regulations.
(g) That the Rental Equipment will be used only for the specific and proper purpose for which it was manufactured and intended, and only in the proper and safe manner.
(h) That no one other than Lessee or Lessee’s employees will use the Rental Equipment, except with the prior Written permission by Lessor. Lessee agrees that the equipment shall be used only by persons competent and trained in its operation and the Lessee Will be Solely responsible for providing competent operations. No use by anyone other than Lessee shall relieve Lessee of any and all liability hereunder.
(h) If the equipment is power-operated or power-driven:
(i) If the equipment is power-operated or power-driven:
(i) If the equipment is meant for cutting, drilling, boring, or breaking materials which may cause the release of silica dust, that Lessee is satisfied with the instructions given by Lessor in the proper and safe manner of using the Rental Equipment, or that Lessee is familiar with it, and it’s proper and safe use and has told Lessor, that such instruction is unnecessary.

ASSIGNMENTS, SUBLEASES & LOANS - Lessor may assign its rights under this rental contract without Lessee’s consent, but will remain bound by all obligations herein. Lessee may not assign Lessee’s rights under this contract or sublease or loan the Rental equipment without the prior written permission of Lessor. Any purported Assignment by Lessee in violation of this paragraph is void and of no effect.

ADDITIONAL CHARGES - In addition to the charges and costs provided for herein, Lessee shall pay charges in accordance with the Lessor’s rates then in effect for the following services or materials, provided or performed by Lessor.
(a) Delivery or pick-up service.
(b) Deliver or pick-up from any location other than ground level (upstairs or downstairs).
(c) Set-up or chairs and/or tables.
(d) Folding, stacking and bagging chairs and tables in preparation for pick-up.
(e) Deliveries and pick-up after normal business hours and on Saturdays, Sundays, or Holidays.
(f) Pick-up from an address other than delivery address.
(g) Racks, boxes, and other packaging materials not returned.
(h) Service calls.
(i) Site preparation.
(j) Refueling service charge: will be applied to all equipment not returned with a full tank of fuel. Cost may vary depending on the date and rate being charged at the time the equipment is returned. Lessee acknowledges that this is not a retail sale of fuel.

DELIVERY & PICK-UP - Lessee shall clean and repackage (in the original packing materials) the Rental Equipment and if Lessor agrees to pickup the Rental Equipment, Lessee shall make it available to Lessor for pick up at a mutually agree and convenient location. Delivery and pick up shall be at the convenience of and at times designated by Lessor. Lessee grants Lessor (our agents and employees) the right to enter Lessee’s premise for the sole purpose of delivery, installation and pick-up of our Rental Equipment and goods. Lessee agrees to pay for service charge for each extra delivery or pick-up call made by Lessor and caused by Lessee. Lessee shall make it personnel available at the time designated by Lessor for pick up, to assist in delivery and pick up.

CARE OF EQUIPMENT - In addition to its other obligations hereunder, Lessee shall:
(a) Pay a reasonable cleaning charge for any equipment or other item returned dirty.
(b) Protect the Rental Equipment and other items from the elements, breakage, theft, unauthorized or improper use, or loss during the time of deliver, use storage and return or otherwise while such equipment is in Lessee’s possession or control.
(c) Lessee agrees to inspect the equipment daily for needed maintenance and repairs, and to return the equipment to the Lessor in good, “rental-ready” condition, and to pay for the cost of repairs for damage caused by the Lessee. This includes the following duties:
(i) Check oil, filters, fluid levels, and tire air pressures daily;
(ii) Clean and inspect the equipment daily;
(iii) Immediately notify Lessor when equipment needs repair or maintenance, and cease using the equipment until the repairs and/or maintenance are completed.

DISPENSING OF ALCOHOLIC BEVERAGES - if the equipment is used incidental to, or in connection wit, the dispensing of alcoholic beverages, Lessee shall obtain adequate host liquor liability insurance to fully protect Lessee, and Lessor as named insured, as shall obtain all necessary licenses and permits.

INSURANCE - Lessee shall maintain, at Lessee’s expense, liability, property and casualty insurance coverage in amount designated by Lessor and sufficient to fully protect Lessor and the Rental Equipment from and against any and all claims, loss, or damage of whatever nature or type. Lessee’s insurance shall be “primary and noncontributory” to any other insurance carried by Lessor.

SITE PREPARATION - Lessee agrees to have the site clean and ready for delivery and installation or dismantling and pickup of the equipment. Lessee agrees to pay an additional charge for any delay including additional labor performed by Lessor, resulting from Lessee’s failure to do so.

NECESSARY PERMITS AND LICENSES - Lessee agrees that prior to the installation of the Rental Equipment, Lessee will obtain at Lessee’s expense, all necessary permits, licenses and other consents.
SUBSURFACE CONDITIONS - Lessee agrees to reimburse Lessor for any additional costs incurred as a result of undisclosed or subsurface or other conditions necessitating additional costs to Lessor, or additional services by Lessor.

HOLD HARMLESS AGREEMENT - Lessee agrees to assume the risk of, and indemnify, defend (with counsel chosen by Lessor) and hold Lessor, its shareholders, directors, officers, employees and agents harmless, for the entire Rental Period (from the time the equipment is delivered to the Lessee, until the equipment is returned and accepted by the Lessor), from and against all claims, losses, liabilities, and damage, and all costs and expenses (including reasonable legal fees and expenses) arising directly or indirectly out of or relating to:
(a) The delivery, loading, unloading, erection, installation, dismantling and use of the Rental Equipment, (b) Contact with underground wires, pipes of the structures, or any condition of or on Lessee’s property, (c) Use of the Rental Equipment by third parties; and (d) Any other cause, circumstance or condition while the Rental Equipment is in Lessee’s possession or control.

SIZE & QUALITY OF RENTED PROPERTY - Tents and awnings are subject to stretching and shrinking up to 15% of listed sizes. Although the canvas and vinyl fabrics to the tents and awning have been treated for water repellency and fire retardancy, **LESSOR DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE EFFECTIVENESS OF SUCH TREATMENT OR THAT THE FABRIC OF SUCH ITEM WILL NOT STRETCH, SHRINK, CRACK, FAD, OR TEAR. LESSOR IS NOT RESPONSIBLE FOR ANY LOSS, INJURY (WHETHER AS TO PERSONS OR PROPERTY), DEATH OR DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE SUCH AS LOST PROFIT) RESULTING FROM OR CAUSED BY THE PHYSICAL CONDITION OR USE OF THE RENTAL EQUIPMENT.**

LIGHTING & POWER - Lessee agrees to furnish Lessor access to, and the right to use, Lessee’s electrical and power lines for installation and operation of the Rental Equipment.

IDENTIFICATION - Lessee agrees that identifying marks, including logos, trademarks, service marks and trade names or Lessor may appear on the Rental Equipment and goods while in Sue by Lessee. Lessee shall not alter, conceal, or deface any such identifying marks, nor shall Lessee permit the same.

REPOSSESSION - Lessee agrees that upon Lessee’s failure to pay the rental charges or any other breach of this rental contract by Lessee, Lessor may terminate this contract, enter the premises at which the Rental Equipment is located, and retake possession of and remove the Rental Equipment for wherever it is located. Lessee further agrees that Lessor and our agents shall not be liable for any claims for damage or trespass arising out of the entry on the premises or removal of the Rental Equipment. Lessee shall pay all costs and expenses of such recovery paid or incurred by Lessor, including, but not limited to, legal fees and expenses.

APPLICABLE LAW & VENUE: The federal and state courts in the county in which the Store Location is located, shall have exclusive jurisdiction over all matters relating to this Rental Contract.

DISCLAIMER AND MANUFACTURER - Lessee acknowledges that Lessor is neither the manufacture of the Rental Equipment nor the agent of the manufacturer.

TITLE - this agreement is not a contract of sale. Title to the equipment is and shall remain with Lessor. Upon request by Lessor, Lessee shall sign such UCC financing statements and other documents as requested by Lessor to evidence Lessor’s Ownership.

SECURITY DEPOSIT - Lessee shall pay a security deposit at the time of reservation. If Lessee fails (a) to rent the equipment reserved, or (b) fails to return the Rental Equipment upon expiration of the rental period, or (c) if the equipment is damaged or destroyed, or (d) if Lessee defaults hereunder then Lessee forfeits return of the security deposit; provided, however, that such forfeiture shall not preclude or diminish the right of Lessor to seek other remedies or damages.

CREDIT CARD AUTHORIZATION - The Lessee agrees that the Lessor reserves the right to charge the credit card and/or Lessee’s charge account (if one is established) for any amount owed by the Lessee, pursuant to this Rental Contract, due to damaged or lost equipment, late return of equipment, late or past-due payment.

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Moscow, ID 83843
Ph. 208-882-4716 Ext. 1401



Pullman Building Supply
400 SE Fairmount
Pullman, WA 99163
Ph. 509-332-2627 Ext. 1201



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

LESSEE X _____