

Kellermans
True Value[®]

1031 South Main Street
Pinckneyville, I.L. 62274
Call for Service or Repairs: 618-357-6421

RENTAL CHECK-OUT

Description of Equipment: _____

Check-Out Date: _____ Fuel: _____ *Lessee must refill to this amount before return

List any existing damage or defects to Equipment: i.e. holes, dents, tears, flat tires, broken lights, missing parts, etc.:

Daily Rental Fee: _____ Days: _____

Due Date: _____ at _____ am/pm Total Rent Charges: _____

Address where Equipment is to be used: _____

**I have read the BACK OF THIS FORM and understand all the terms and conditions of this Lease Agreement.
I agree for the credit card on file to be charged daily rental fees and any additional charges.**

Lessee's Name: _____ Phone: _____

Lessee's Signature: _____ Date: _____

****Pick-up/Drop-off Hours: Monday thru Saturday 8am – 6pm; Sunday 10am – 5pm****

RENTAL CHECK-IN

Date Returned: _____ Time: _____ am/pm

Returned On-time? Y/N _____ Additional Late Charges: \$ _____

Equipment Returned Clean? Y/N _____ Additional Charge: \$20 or \$0

Equipment Equivalent in Fuel? Y/N _____ Additional Charges (\$5/gallon): \$ _____

List all Damage not listed above: _____

_____ Additional Charge: \$ _____

Total Additional Charges: \$ _____

Employee Signature: _____ Date: _____

1. Lease Agreement and Term. Lessor hereby leases to Lessee, the item or items described as equipment ("Equipment") on the Rental Check-Out form located on the reverse side of this document ("Check-Out Form and continue until Lessee returns Equipment in accordance with Section 9,
2. **Rent.** As consideration for the use of the Equipment Lessee shall pay Lessor the amount set forth and designated as the total rent charges on the Check-Out Form ("Rent"). Lessee expressly authorizes Lessor to charge Lessee's credit card on file for the Rent and any additional fees or charges Lessee may be subject to under this Agreement.
3. **Lessor Disclaimer of Warranties and Liability.** LESSOR AND IT'S AGENTS OR EMPLOYEES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED, WITH RESPECT TO EQUIPMENT OR USE OF TO, ANY IMPLIED WARRANTY OF MECHANITBILITY. FITNESS FOR A PARTICULAR PURPOSE OR OF TITLE. THE EQUIPMENT IS PROVIDED AS IS. LESSEE IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF THE EQUIPMENT AND ASSUMES THE RISK OF SUCH OCCURRENCES. In the event Equipment shall malfunction. Lessee shall return Equipment to Lessor, and the sole responsibility of Lessor at its discretions shall be to replace Equipment if available. Lessee shall indemnify, defend, and hold Lessor and its agents and employees harmless from and against any and all claims, actions, suits, proceedings, damages, expenses, losses, costs, disbursements, obligations, liabilities, and liens which relate in any manner to this Agreement. Lessee shall, at its own cost and expense, defend any and all suits that may be brought against Lessor upon any such liability or claim and shall satisfy, pay , and discharge any and all judgements and fines that may be recovered against lessor in any such action.
4. **Operation, Maintenance, and Repairs.** Lessee agrees to use Equipment solely for its own purposes Lessee shall use and operate Equipment in the usual and customary manner for such Equipment and shall be liable to Lessor for any and all loss or damage to Equipment caused by misuse of such Equipment. Lessee shall comply with all laws, ordinances regulations, insurance policies, and manufacturer's warranties in using and operating Equipment. Lessee shall not modify or install any device to Equipment unless the modification or installment is customary for such Equipment functional capabilities or value. Lessee shall not use or operate Equipment at any location other than the address where the Equipment is to be used as indicated on the Check-Out Form ("Designated Work Location"). Lessee, at its own expense, shall service, repair, and keep Equipment in the same condition as when delivered by Lessor, ordinary wear and tear expected; in compliance with manufacturer requirements and applicable by law. Lessee shall pay all service, repair, or replacement costs caused or necessitated, directly or indirectly, by Lessee's negligence, intentional act, or misuse of Equipment
5. **NO Transfer, Encumbrance, or Third Party Use.** Lessor has title to Equipment at all times. Lessee shall have no ownership, title, property right, equity or interest in Equipment, except as set forth in this Agreement. Lessee shall not sell, transfer, lend, sublease, assign, pledge, delegate, subcontract, or dispose of Equipment or any interest in Equipment, including any rights or obligations under this Agreement, without Lessor's written consent, Lessee shall keep Equipment free from all liens, security interests, and encumbrances of every kind and nature at all times. Lessee shall defend and protect, at its own cost and expense, the title of Lessor from and against all claims, liens, and legal process of Lessee's creditors. Lessee shall not permit any third party to possess, control, or use Equipment without Lessor's written consent.
6. **Lessee Representations and Warranties.** Lessee hereby represents and warrants to Lessor as follows: (a) Lessee inspected Equipment before entering this Agreement, and determined Equipment was in good working condition; (b) Lessee knows how to use and operate Equipment in the usual and customary manner for such type of Equipment; (c) Lessee has obtained all licenses and permits that may be needed or required for its use of Equipment and all such licenses and permits will remain in full force and effect during the term of this Agreement; and (d) Lessee has provided all notices to and obtained all approvals from any third parties necessary to permit Lessee's use of Equipment at the Designated Work Location.
7. **Insurance.** Lessee shall, at its sole cost and expense, maintain one or more insurance policies insuring against the loss, theft, destruction of, or damage to Equipment. Such policy or policies shall provide for payment of the full replacement value of Equipment and general liability coverage. Lessee shall name Lessor as an additional name insured on all such policies.
8. **Risk of Loss.** Until Equipment is returned in accordance with Section 9, Lessee shall bear all risk of loss, damage, and theft to or of such Equipment from any cause, other than damage caused by a defect in such Equipment ("Loss"). Lessee shall notify Lessor in writing within ten (10) days of any such Loss, including a police report if any Loss is due to theft. If Lessor determines, in its sole discretion, that the Loss has materially impaired Equipment. Lessee shall replace Equipment with encumbrance-free equipment of the same model, type and configuration. Any replacement equipment shall take the place of materially impaired Equipment, this Agreement continues as though no Loss has occurred, and Lessee shall, at its sole expense, promptly repair or cause such Equipment to be repaired to a condition acceptable to Lessor. If any Loss occurs, Lessee shall continue to be subject to all terms of this Agreement, including the payment of the Rent and any additional charges Lessee may be subject to.
9. **Return of Equipment.** Before the due date designated on the Check-Out Form ("Due Date"), Lessee shall, at its sole expense, return and deliver Equipment to Lessor's place of business during Pick-up/Drop-off Hours as indicated on the Check-Out form. Equipment shall be returned in the same condition as when delivered by Lessor, ordinary wear and tear from authorized use expected. If Equipment is not returned in the same condition as when delivered by Lessor, Lessor may, at the sole cost and expense of Lessee, repair or cause such Equipment to be repaired in a condition acceptable to Lessor. If Lessee fails to return Equipment to Lessor before the Due Date, Lessee shall continue to comply with all terms of this Agreement, including the obligation to pay the

amount set forth and designated as the daily rental fee on the Check-Out Form for each day until the date Lessee returns Equipment. Upon the return of Equipment, Lessee shall pay a \$20.00 cleaning charge if Lessor determines, in its sole discretion, that Equipment must be cleaned. Lessee shall return Equipment with the same amount of fuel as indicated on the Check-Out Form, and failure to do so shall subject Lessee to additional charges of \$5.00 per gallon.

10. **Default and Remedies.** Default shall occur if Lessee for any reason fails to comply with this Agreement. Upon the occurrence of default, Lessor may terminate Lessee's rights under this Agreement without notice to Lessee, and enter upon any premises where Equipment may be located and take possession of such Equipment.
11. **Power or Attorney.** Lessee constitutes and appoints Lessor and any of its agents or employees as Lessee's true and lawful attorney-in-fact to execute and acknowledge any provision in this Agreement on behalf of Lessee to affect the closing of the transaction contemplated by this Agreement.
12. **Law, Forum, and Waiver of Jury Trial.** This Agreement shall be governed by the laws of the State of Illinois. Any litigation arising out of or relating to this Agreement shall be brought in the courts of Perry County, Illinois. Lessee irrevocably and unconditionally submits to the jurisdiction of such courts, and irrevocably and unconditionally waives any objection to venue or to convenience of forum. Each party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated issues and, therefore, each party irrevocably and unconditionally waives any right it may have to a jury trial with respect to any litigation arising out of or relating to this Agreement.
13. **Entire Agreement and Interpretation.** This Agreement contains the entire understanding of the parties and supersedes all prior arrangements and understandings. No term or provision of this Agreement may be modified or amended unless agreed to by the parties in writing. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
14. **Waiver and Severability.** Waiver of or failure to enforce any provision in this Agreement shall not constitute a waiver

or continuing waiver of such provision or any other provisions. If any provision in this Agreement is invalid or unenforceable for any reason, such invalidity and unenforceability shall not affect any of the remaining provisions in this Agreement.

15. **Survival.** All obligations of a continuing nature, including Lessee's representations and warranties under Section 6 and Lessee's duty to indemnify under Section 3, shall survive the termination or expiration of this Agreement.