



**A TOWN EQUIPMENT RENTAL AND SALES, LLC**

7855 US 27, SUITE B  
ALEXANDRIA, KENTUCKY 41001

**EQUIPMENT RENTAL AGREEMENT/INVOICE**

**INVOICE NUMBER:**

**DATE:**

**CUSTOMER:**

**ADDRESS:**

**PHONE NUMBER:**

**PAYOR:**

**PERSON/ENTITY RESPONSIBLE FOR PAYMENT:**

**ADDRESS:**

**PHONE NUMBER:**

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<u>Item #:</u>	<u>Description:</u>	<u>Qty:</u>	<u>Start of Period:</u>	<u>Return Date:</u>	<u>Returned:</u>
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Item will be picked up by Customer: \_\_\_\_\_

Item will be delivered by A Town Equipment Rental and Sales, LLC: \_\_\_\_\_

Item will be picked up on the return date by A Town Equipment Rental and Sales, LLC: \_\_\_\_\_

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	<u>Amount Due:</u>	<u>Amount Paid:</u>
<b>RENTAL:</b>		

**Deposit:**  
**Delivery:**

**Pickup Charge:**  
**\*Cleaning Charge:**  
**\*Fuel Charge:**  
**\*Excess use/damage charge:**  
**Sub Total:**  
**Tax:**  
**Total:**

**\*Calculated upon return**

**Defects noted on Rented Item at delivery:** \_\_\_\_\_

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### **TERMS AND CONDITIONS**

Customer agrees to the following Terms and Conditions relating to the Rental Agreement he/she has signed:

1. **PARTIES:** "Customer" means not only the person/entity identified on the Rental Agreement as Customer but also collectively includes the Payor, and any person signing the Rental Agreement on behalf of Customer or Payor, and may be collectively identified herein further as "you, your, Renter, Lessee" on the Contract. "A Town" means A Town Equipment Rental and Sales, LLC and may also be referred to as "us, we, or Lessor." "Contract" means the Rental Agreement and the Terms and Conditions" herein. "Rented Item" is the item or items under the "Description" and "Item#." In the event the Customer is different from the person/entity paying for the Rented Item, then Customer represents he/she is the agent of such party and has the right to charge this rental, the Customer nevertheless will remain liable for the charges and for all obligations and responsibilities of this Contract hereunder. In the event the Customer is designated as someone other than the person or entity paying to rent the Rented Item then Customer represents that the person responsible for payment is a duly authorized representative of the Customer and both the Customer and the person designated as the Payor shall be liable for all obligations, responsibilities, and payments hereunder.

2. **RETURN/FAILURE TO RETURN CHARGES:** You have agreed to rent the Rented Item set forth in the Rental Agreement for the specified term, together with all other charges which may be applicable. Additional rent will be charged for any failure to return the item on time, or have it available for pickup if that was arranged in writing. The Rented Item must be returned during our normal hours of operation on the Return Date by 5:00 p.m. All amounts owed by you will be due without any claim for reduction of any nature or setoff. You agree to pay us the sums owed and permit us to apply any deposit toward payment. A Town does accept credit cards as payment. In the event that a credit card is utilized to make any payment, a four percent (4%) surcharge will be added to that payment amount. If additional sums are owed by you, you authorize us to charge those sums to your credit card. If additional rent is owed due to failing to return the Rented Item on time or have it available for pickup on time, you authorize us to charge your credit the daily rental amount for each day that you fail to return the item or have it available for pickup. The day begins at one minute after delivery of the Rented Item and terminates at 5:00 p.m. on the first day. The second day and every day thereafter begins at one minute after 5:00 p.m. the previous day and terminates at 5:00 p.m. that day. "Acts of God," or Force majeure, are not acceptable reasons for failure to return the item on time or for failure to have it available for pickup if pickup was a part of the Agreement. There will be no interest paid on holding the deposit. In addition, you acknowledge that the failure to return the Rented Item within the rental period, or the sale or concealment of Rented Item is prohibited, and that such action may constitute a crime.

3. **RIGHTS OF A TOWN:** In the event that you are in breach of this Contract due to failure to pay rent or due to failure to comply with any other obligations hereunder, A Town may pursue all legal remedies, including repossession. If we choose to repossess the Rented Item, you hereby authorize us to enter your premises (other than the interior of your home) to so repossess the Rented Item. Repossession of the Rented Item does not constitute a

waiver by A Town of any other legal rights provided under current law. You hereby waive any claim against us for such entry and repossession.

4. **FINANCE CHARGE:** Pursuant to KRS 360.010, if the total rental amount is less than \$15,000, a finance charge of nineteen percent (19%) per annum will be added to invoices which are either not paid timely within the terms of this Agreement or for each day that the item is not returned past the rental return date. For Rental Agreements in which the full rental amount is in excess of \$15,000, a finance charge of twenty four percent (24%) per annum will be added to invoices which are either not paid timely within the terms of this Agreement or for each day that the item is not returned past the rental return date. You will also be responsible for any and all costs of collection of this account or repossession of the Rented Item, including but not limited to attorney fees, court costs, filing fees, and service fees.

5. **CONDITION OF RENTED ITEM:** Customer acknowledges that prior to receiving the Rented Item Customer examined it, saw it operate (if applicable), and is aware of its condition. Customer acknowledges that the Rented Item was received by Customer in good condition except for any defect noted in writing on this Agreement. Customer also acknowledges that Customer was given instructions as to the use of the Rented Item by A Town and further that Customer understood all instructions given. Customer confirms that such instructions included the proper and safe manner in which to use the Rented Item. Customer further agrees that the Rented Item will be used only for the purpose for which the Rented Item was manufactured and intended. It is Customer's responsibility to return the Rented Item to A Town in the same condition and cleanliness in which it was received except for ordinary wear and tear. Customer represents that Customer has experience in the operation and use of the Rented Item. Customer agrees to immediately discontinue use of the Rented Item should it, at any time, become unsafe or inoperable. In the event that the Rented Item becomes unsafe or inoperable, Customer must contact A Town within one hour of discovering the unsafe condition of the Rented Item or its inability to operate properly. A Town, upon receipt of such notice, may either 1) come to the location where the Rented Item is being utilized and repair the Rented Item to make it operable and safe, 2) provide Customer with a like item (if such an item is available); or 3) terminate this Agreement and adjust the rental charges under this Agreement. In the event that this Agreement is terminated due to the determination of A Town and the rental charges adjusted, Customer waives any claims Customer may have against A Town for failure of the Rented Item to perform as expected. This provision does not relieve Customer from the obligations imposed by other paragraphs of this Contract.

6. **RESPONSIBILITY FOR RENTED ITEM:** Customer shall be solely responsible for the Rented Item from the point Customer takes possession of the Rented Item to the Rental Return Date and time. In the event that the Rented Item is not returned on the Rental Return Date or is not made available for pickup, then the Customer remains responsible for the Rented Item until the Rented Item is safely and securely in the possession of A Town. Customer is solely responsible for any charges, including labor costs, replacement costs, repair costs, or any other costs, expenses, or charges incurred by A Town due to the Rented Item being lost, stolen, damaged, or returned in less than a clean and operating condition. "Replacement cost" herein means the actual cost of purchasing an item identical to the Rented Item plus a fee of ten percent (10%) of the value of the replacement equipment. If the Rented Item is returned in a condition which is less clean than when Customer took possession, a cleaning charge will be imposed in the amount of \$ \_\_\_\_\_. In the event that a rented vehicle has been exposed to smoke from smoking of cigarettes or any other item, then a cleaning charge of \$200 will be charged to the Customer.

7. **SUBLEASING:** Customer is prohibited from subleasing the Rented Item to any third party. Customer is also prohibited from allowing any third party to use the Rented Item unless such is previously agreed to, in writing, by A Town.

8. **WARRANTIES AND REPRESENTATIONS OF A TOWN:** A TOWN MAKES NO WARRANTIES OR REPRESENTATIONS WITH REGARD TO THE RENTED ITEM. RENTED ITEM ARE PROVIDED TO CUSTOMER IN AN "AS IS" CONDITION. A TOWN OFFERS NO WARRANTIES, EXPRESS OR IMPLIED AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHER WARRANTIES WHICH MAY BE PROVIDED FOR IN THE LAW.

9. **ATTORNEYS' FEES:** IN THE EVENT THAT CUSTOMER BREACHES THIS CONTRACT AND A TOWN TAKES ANY ACTION, EITHER THROUGH A LEGAL PROCEEDING OR OTHERWISE, TO ENFORCE SUCH BREACH, CUSTOMER AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED BY A TOWN WITH REGARD TO SUCH EFFORT. THESE FEES SHALL BE PAID REGARDLESS OF WHETHER A TOWN IS SUCCESSFUL IN ITS EFFORT TO ENFORCE THIS AGREEMENT.

10. **GOVERNING LAW:** This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any legal proceedings brought with regard to this Agreement by either party shall be brought in the courts of the County of Campbell, Commonwealth of Kentucky or in the United States Federal Court for the Eastern District of Kentucky, Covington Division. Any dispute resolution such as mediation or arbitration shall be held at the offices of the attorney for A Town. All Parties to this Agreement agree to submit to the jurisdiction and venue of the Courts of Campbell County, Kentucky or the United States Federal Court for the Eastern District of Kentucky, Covington Division and further agree that such courts shall be exclusive jurisdiction and venue for any legal action or claim brought by either party against the other.

11. **LIQUIDATED DAMAGES:** In the event that Customer institutes a legal proceeding against A Town for enforcement of the terms of this Agreement, or for any other damages related to this Agreement, the maximum amount of damages which Customer may recover is the amount paid by Customer under this Agreement. This amount shall serve as liquidated damages for all claims of Customer against A Town. Customer hereby waives any and all rights to pursue its attorney's fees, costs, expenses, or any damages in excess of the liquidated damages amount set forth herein.

12. **INDEMNIFICATION AND RELEASE:** CUSTOMER IS AWARE AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE OF THE RENTED ITEM CAN BE VERY DANGEROUS AND CAN INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. WITH SAID UNDERSTANDING, CUSTOMER VOLUNTARILY USES THE RENTED ITEM WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE. FURTHER, CUSTOMER RELEASES, WAIVES, AND FOREVER DISCHARGES, AND COVENANTS NOT TO SUE, A TOWN EQUIPMENT RENTAL AND SALES, LLC, ITS OWNERS, EMPLOYEES, MEMBERS, AGENTS, HEIRS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS ("RELEASED PARTIES") FROM ANY AND ALL LIABILITY AND EVERY CLAIM, DEMAND, ACTION, OR RIGHT OF ACTION OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, ARISING FROM, OR BY REASON OF ANY BODILY INJURY, DEATH, PERSONAL INJURIES, OR PROPERTY DAMAGE, KNOWN OR UNKNOWN, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASED PARTIES OR OTHERWISE. FURTHER, CUSTOMER, FOR HIMSELF OR HERSELF, HIS OR HER HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, DOES HEREBY EXPRESSLY COVENANT AND AGREE WITH THE RELEASED PARTIES THAT CUSTOMER WILL FULLY INDEMNIFY AND FOREVER HOLD HARMLESS RELEASED PARTIES FROM AND AGAINST ANY LOSS, CLAIM, JUDGMENT, DAMAGE, OR AMOUNT CLAIMED BY OR OWED BY REASON OF A BREACH OF THIS AGREEMENT, OR BY REASON OF ANY INJURIES OR DAMAGES SUSTAINED BY CUSTOMER OR ANY THIRD PARTY AS A CONSEQUENCE OF CUSTOMER'S USE OF THE RENTED ITEM. CUSTOMER WILL FURTHER FULLY INDEMNIFY AND FOREVER HOLD HARMLESS RELEASED PARTIES FROM AND AGAINST ANY FURTHER CLAIM, DEMAND, AND/OR ACTION AT LAW OR IN EQUITY THAT MAY AT ANY TIME HEREINAFTER BE MADE OR BROUGHT AGAINST RELEASED PARTIES WITH THE INTENT OF, AND/OR FOR THE PURPOSE OF, ESTABLISHING OR ENFORCING ANY FURTHER CLAIM, RELATED TO OR ARISING FROM OR ON ACCOUNT OF A BREACH OF THIS AGREEMENT, OR ANY INJURIES OR DAMAGES SUSTAINED BY CUSTOMER OR ANY THIRD PARTY AS A CONSEQUENCE OF CUSTOMER'S USE OF THE RENTED ITEM. SUCH CLAIMS WOULD INCLUDE, BUT NOT BE LIMITED TO, INDEMNIFICATION, CONTRIBUTION, AND SUBROGATION OR OTHERWISE. THIS INDEMNIFICATION CLAUSE SPECIFICALLY INCLUDES THE PAYMENT OF A TOWN EQUIPMENT RENTAL AND SALES, LLC'S ATTORNEY'S FEES AND/OR LEGAL EXPENSES INCURRED TO DEFEND ANY SUCH CLAIM OR CLAIMS MADE. CUSTOMER EXPRESSLY AGREES THAT THIS RELEASE, WAIVER, AND INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE COMMONWEALTH OF KENTUCKY, AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT

IS AGREED THAT THE BALANCE SHALL, NOT WITHSTANDING, CONTINUE IN FULL FORCE AND EFFECT.

13. Customer has carefully read this Agreement and fully understands its contents. Customer is aware that this is a release of liability and indemnification and Customer voluntarily signs this Agreement as Customer's own free will. Customer further acknowledges that Customer has had the opportunity to have this Agreement reviewed by legal counsel of Customer's choosing.

14. This Agreement represents the entire agreement of the parties hereto, and supersedes any and all other agreements, oral or otherwise. Any prior agreements between the parties, oral or otherwise, shall be merged into this Agreement and this Agreement shall be interpreted as the sole Agreement between the parties.

15. **AMENDMENT/ASSIGNMENT:** This Agreement may not be assigned by Customer without the written consent of A Town. This Agreement may only be amended in a writing which is signed by both parties to this Agreement.

**This is a Contract and Customer is advised to READ THE TERMS as they are bound by them. A large print version is available upon request by Customer.**

A TOWN EQUIPMENT RENTAL AND SALES, LLC

BY: \_\_\_\_\_  
(duly authorized representative)

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE