

ALPINE RENT ALL & SALES RENTAL CONTRACT

1. Parties

This Rental Agreement ("Agreement") is made between Alpine Rent All & Sales ("Lessor") and the undersigned customer ("Lessee").

2. Equipment Condition & Inspection

- 2.1 Lessee acknowledges receiving the equipment ("Equipment") in clean, good working, and undamaged condition.
- 2.2 Lessee has personally inspected the Equipment and agrees it is suitable for the intended purpose.
- 2.3 Lessee agrees to inspect Equipment before each use and immediately notify Lessor of any defect or unsafe condition.

3. Use of Equipment

- 3.1 Use Equipment only for its intended purpose and operate it safely in accordance with all instructions.
- 3.2 Do not misuse, abuse, modify, or operate Equipment illegally.
- 3.3 Do not allow unauthorized operators or relocate Equipment without Lessor's written permission.

4. Prohibited Uses

- 4.1 Any illegal activity or operation in violation of law or manufacturer guidelines.
- 4.2 Operation by anyone other than the Lessee or an individual explicitly authorized by the Lessor.
- 4.3 Use at any location other than the address listed on this Agreement without Lessor's prior written permission.

5. Fuel & Cleaning Requirements

5.1 Fuel Requirement

- 5.1.1 All gasoline- or diesel-powered Equipment must be returned with a full fuel tank.
- 5.1.2 If returned with less than a full tank, Lessor will refill the Equipment and charge Lessee for the fuel at a rate of \$4.00 per gallon, plus a fuel service fee.

5.2 Cleaning Requirement

- 5.2.1 Equipment must be returned clean, free of mud, concrete, dirt, debris, or excessive buildup.
- 5.2.2 Returning Equipment in a dirty condition will result in a cleaning fee based on labor and materials required.

5.3 Authorization for Charges

- 5.3.1 Lessee authorizes Lessor to apply fuel and cleaning charges to the payment method on file.

5.4 Fuel Type Responsibility

- 5.4.1 Lessee is solely responsible for using the correct fuel type specified by the manufacturer or Lessor.
- 5.4.2 Lessee is liable for all costs arising from the use of incorrect fuel (including draining, repairs, parts, labor, and downtime).

6. Trailer & Loading Safety

6.1 Trailer safety requirements.

- Use a compatible, properly rated hitch and ball.
- Attach and cross safety chains.
- Verify lights and brakes operate correctly.
- Perform a walk-around inspection before each use and at each stop.

Failure to follow these requirements is a breach of this Agreement.

6.2 Loading/unloading assistance. If Lessor assists with loading or unloading, Lessee assumes all risks of damage or injury arising from such assistance and agrees Lessor is not liable for any resulting loss or injury.

6.3 Delivery/Pickup liability.

- Lessee is responsible for providing safe, legal, and accessible conditions at the site.
- Lessee is responsible for being present for delivery/pickup as required by Lessor.
- Lessee is liable for delays, standby time, or additional costs caused by site inaccessibility, unsafe conditions, or Lessee's failure to be present.
- Lessor is not responsible for site damage where reasonable access was requested and used.

7. Hour-Meter Usage Limits

- 7.1 A one-day rental rate includes up to 16 hours of meter time within a 24-hour period.
- 7.2 Meter time in excess of the included hours will incur pro-rata additional charges according to Lessor's rate schedule.

8. Equipment Malfunction

- 8.1 If Equipment becomes unsafe or defective, Lessee shall immediately discontinue use and notify Lessor.
- 8.2 Lessor may attempt to provide replacement equipment but is not responsible for delays, downtime, or incidental damages.

9. Liability & Indemnification

- 9.1 Lessee assumes all risks associated with the use, operation, transportation, and possession of the Equipment.
- 9.2 Lessee agrees to indemnify and hold Lessor harmless from all claims, injuries, damages, losses, or expenses arising from the Equipment or its use.

10. Damage, Loss, or Theft

- 10.1 Lessee is responsible for all damage to the Equipment except normal wear and tear.
- 10.2 Lessee is responsible for the full replacement cost of Equipment that is lost, stolen, or not returned.
- 10.3 Equipment not returned by the due date may be reported as stolen; Lessee remains responsible for all rental and other applicable charges until the Equipment is returned or replaced.

11. Payment Terms

11.1 Lessee agrees to pay all rental fees, taxes, service charges, fuel/cleaning charges, and other applicable fees, including replacement costs for lost or stolen Equipment and repair costs not covered by the Damage Waiver.

11.2 Lessee authorizes Lessor to charge all balances, adjustments, or fees to the payment method used for the reservation or rental, and agrees to pay any amounts due upon demand.

11.3 If enforcement is required, Lessee agrees to pay all related costs, including attorney fees, court costs, and collection expenses.

11.4 Payment conversion rights (late invoices). If any invoice becomes past due, Lessor may, at its discretion, convert charges to the applicable daily rate and/or apply service charges until the balance is paid in full.

11.5 Reservations & Cancellations

11.5.1 Non-refundable reservations. A reservation requires payment of a non-refundable reservation fee or deposit as specified by Lessor at booking. This amount holds the Equipment exclusively for the agreed rental period and is not refundable if the reservation is canceled, changed, or if the Lessee fails to pick up ("no-show").

11.5.2 Cancellation window. If Lessor permits cancellations, any permitted cancellation must be made no later than 24 hours before the scheduled pickup/delivery time, unless otherwise stated in writing by Lessor.

11.5.3 No-shows and late changes. No-shows or changes requested within 24 hours of the scheduled pickup/delivery time result in forfeiture of the non-refundable reservation amount and may be charged up to the first day's rental at Lessor's discretion.

11.5.4 Credits vs. refunds. Where permitted, Lessor may issue a store credit toward a future rental in lieu of a refund; cash refunds are not provided for reservation amounts unless required by law or expressly stated in writing by Lessor.

11.5.5 Rate & model availability. Rates, models, and availability are not guaranteed until the reservation is confirmed by Lessor. Lessor may substitute comparable equipment or cancel a reservation (with a refund of any reservation amount) if the Equipment becomes unavailable due to circumstances beyond Lessor's control.

12. Mandatory Damage Waiver

A mandatory 15% Damage Waiver fee applies to all rentals.

12.1 Coverage Provided

12.1.1 The Damage Waiver covers accidental damage to the Equipment up to \$300 in repair costs per item per rental.

12.1.2 The Damage Waiver provides limited protection for accidental damage that occurs during normal, proper, and intended use of the Equipment. It does not extend coverage to major incidents, catastrophic failures, or events outside the scope of ordinary accidental damage.

12.2 Exclusions

12.2.1 Theft, loss, or disappearance of Equipment.

12.2.2 Misuse, abuse, intentional damage, or negligence, including improper operation, improper maintenance, or failure to follow instructions.

12.2.3 Damage occurring during transport or any loss resulting from failure to care for the Equipment as a prudent owner would.

12.3 Conditions of the Damage Waiver

12.3.1 The Damage Waiver is mandatory and applies to all rentals.

12.3.2 If the Lessee has applicable insurance coverage, the Damage Waiver is secondary and applies only after the Lessee's insurance limits are exhausted.

12.3.3 The Lessee agrees to assign any applicable insurance claims or proceeds related to covered accidental damage to the Lessor.

13. Return of Equipment

13.1 Equipment must be returned by the Date Due In and Time Due In listed on this Agreement.

13.2 Equipment must be returned in the same condition in which it was received, excluding normal wear.

13.3 Late returns will incur additional hourly or daily charges.

13.4 Equipment returned excessively late may result in repossession or additional penalties.

14. Warranties

14.1 Lessor provides no warranties, express or implied, including merchantability or fitness for a particular purpose, and disclaims any other warranty unless expressly stated in a writing signed by an authorized representative of Lessor.

14.2 Lessee acknowledges that Lessee is solely responsible for determining the suitability of the Equipment for Lessee's intended use and assumes all risks arising therefrom.

15. Repossession

15.1 If Lessee fails to pay charges or breaches this Agreement, Lessor may repossess the Equipment without notice.

15.2 Lessee waives any claims resulting from such repossession.

16. Governing Law

16.1 This Agreement is governed by the laws of the state and county where the Equipment is rented.

17. Severability

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