



9450 SW Gemini Dr. #69211, Beaverton, OR 97008

Phone: (760) 436-6804 | Email: info@coastleasingcompany.com | Web: www.CoastLeasingCompany.com

1. Parties. This Rental Agreement ("Agreement") is entered into between Coast Leasing Company LLC (Lessor) and the undersigned customer (Lessee).

2. Equipment. Lessor agrees to rent to Lessee the equipment described in the attached Rate Sheet/Equipment Schedule.

3. Rental Period and Rates. Charges accrue from release until return. Minimum rental period: 2 hours. Rates are hourly, daily, weekly, and monthly per Coast Leasing's Rate Sheet. Overtime billed incrementally.

4. Payment Terms. Lessee must provide a valid credit card or approved credit. Rental fees are due in advance. Security deposits may apply. Past-due amounts shall accrue interest at 1.5% per month (18% annually) or the maximum legal rate, whichever is less.

5. Acceptance and Return Condition. Lessee acknowledges receipt of the Equipment in good working order and suitable for Lessee's intended use. Any defects must be reported immediately or Lessee waives the right to dispute the condition. Lessee shall return the Equipment in the same condition as received, reasonable wear and tear excepted.

6. Damages, Theft, and Loss. Lessee assumes responsibility for loss, theft, or damage during rental. Repair or replacement costs are payable at Lessor's option.

6A. Loss of Use. If Equipment is lost, stolen, or damaged, Lessee shall pay Lessor the daily rental rate until the Equipment is repaired or replaced, in addition to repair/replacement costs.

7. Cleaning, Fuel, Transport, Environmental. Equipment must be returned clean and fueled. Cleaning, fuel, delivery, pickup, and environmental fees apply as needed.

8. Late Return and Cancellation. Late returns billed at daily rate. Minimum rental charge of 2 hours applies. Cancellations within 24 hours of pickup/delivery may incur a cancellation fee.

9. Use and Operation. Lessee shall comply with all laws, OSHA, Cal-OSHA, and CARB air quality rules. Only qualified operators may use the Equipment. Lessee is responsible for maintenance, fuel, and servicing during rental.

9A. Assumption of Risk. Lessee acknowledges that use of the Equipment may be dangerous and assumes all risks associated with its use, including injury, death, or property damage. Lessee waives all claims against Lessor arising from such risks, except those caused solely by Lessor's gross negligence or willful misconduct.

9B. Warranty of Competent Operators. Lessee represents and warrants that all persons operating the Equipment are properly trained, qualified, and licensed as required by applicable law. Lessee assumes full responsibility for supervision and safety of all operators.

10. GPS/Telematics Monitoring. Lessee is hereby notified that certain rental equipment may be equipped with GPS tracking, telematics devices, or other electronic monitoring systems. These systems may be used by Coast Leasing Company LLC for purposes of:

- Locating equipment in case of theft or loss
- Monitoring equipment usage, run time, and service needs
- Ensuring compliance with applicable laws and safety standards

Lessee acknowledges and consents to the use of such monitoring devices as a condition of rental. Coast Leasing Company LLC will not use GPS or telematics data for any purpose other than lawful business operations, equipment recovery, and compliance with applicable California law.

11. Inspection and Access. Lessor may enter any job site or premises where the Equipment is located to inspect, service, or recover the Equipment at any reasonable time.

12. Ownership and No Encumbrances. The Equipment is and shall remain the sole property of Lessor. Lessee shall not pledge, encumber, assign, transfer, or sublease the Equipment without prior written consent of Lessor.

13. Indemnification. Lessee agrees to fully indemnify, defend, and hold harmless Coast Leasing Company LLC, its officers, directors, employees, and agents from and against any and all claims, demands, liabilities, damages, losses, costs, attorney's fees, expert fees, and expenses of every kind and nature whatsoever, including but not limited to:



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- Personal injury, death, or property damage arising out of or related to Lessee's use, operation, transport, or possession of the Equipment;
- Claims arising from Lessee's failure to comply with any federal, state, or local laws, regulations, or ordinances;
- Environmental claims, cleanup costs, fines, and penalties related to Lessee's use of the Equipment;
- Any claims by employees, contractors, or third parties related to Lessee's use of the Equipment.

This obligation applies regardless of whether the claim arises in tort, contract, strict liability, or otherwise, except to the extent caused solely by the gross negligence or willful misconduct of Coast Leasing Company LLC.

These indemnity obligations survive termination or expiration of this Agreement.

14. Insurance. Lessee must maintain insurance coverage before release of Equipment, including:

- General Liability (\$1M per occurrence / \$2M aggregate)
- Equipment Floater / Inland Marine (covers theft, fire, vandalism, collision, accidental damage)
- Auto Liability (if towing trailers or leasing vehicles)

Coast Leasing Company LLC must be named as Additional Insured and Loss Payee. Equipment will not be released until a valid COI is received and approved. Lessee's insurance shall waive rights of subrogation against Lessor.

15. Title & Warranty. Title remains with Lessor at all times. Equipment is rented "AS-IS." Lessor disclaims all warranties, express or implied, including merchantability or fitness for a particular purpose.

16. California-Specific Protections

16.1 Commercial Vehicle and Trailer Compliance.

Lessee is solely responsible for compliance with California DMV registration, licensing, weight restrictions, and CHP inspection requirements for vehicles and trailers operated on public roads.

16.2 Lien Rights. Lessor retains the right to file a UCC-1 financing statement or equipment lien to secure performance of this Agreement.

16.3 Mechanic's Liens and Property Claims. Lessee acknowledges that use of the Equipment on a project site may give rise to mechanic's lien rights under California law. Lessee shall indemnify and hold Lessor harmless from any claims, liens, or encumbrances arising from Lessee's use of the Equipment.

16.4 Environmental & Hazardous Materials. Lessee shall not use the Equipment in violation of federal, state, or local environmental laws, including hazardous materials handling, stormwater, or dust control. Lessee shall indemnify Lessor for any environmental fines, penalties, or cleanup costs incurred due to Lessee's use of the Equipment.

16.5 Default and Remedies. If Lessee defaults, including failure to pay or return Equipment, Lessor may immediately repossess the Equipment without notice. Lessee remains liable for unpaid rent, damages, attorney's fees, and all costs of recovery.

16.6 Attorney's Fees. In any legal action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

16.7 Damage Waiver Disclaimer. Lessor does not provide or sell damage waivers. Lessee remains fully responsible for loss, theft, and damage regardless of cause, except as expressly limited by California law.

16.8 Force Majeure. Lessor shall not be liable for delays or failure to perform due to acts of God, natural disasters, wildfires, earthquakes, labor strikes, government actions, or other events beyond its reasonable control.

16.9 Waiver of Consequential Damages. Lessor shall not be liable for consequential, incidental, or special damages, including lost profits, loss of use, or project delays, even if advised of the possibility of such damages.

16.10 Waiver of Jury Trial. The parties waive the right to a jury trial in any action arising out of or related to this Agreement.

16.11 Severability. If any provision of this Agreement is found invalid under California law, the remaining provisions remain enforceable.

17. Independent Contractor Status. Lessee and its operators are independent parties and not agents, employees, or contractors of Lessor. Lessor exercises no control over Lessee's operations or job site safety. Lessee acknowledges responsibility for providing trained and qualified operators and for ensuring that



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all use complies with OSHA, Cal-OSHA, and industry safety standards.

18. Permits and Licensing. Lessee is responsible for obtaining and maintaining all permits, licenses, and authorizations required for use or operation of the Equipment.

19. Early Termination. Lessor may terminate this Agreement immediately if Lessee fails to make payment, breaches any provision, or becomes insolvent. Upon termination, Lessee shall immediately return the Equipment at its expense.

20. Conflict of Provisions. In the event of a conflict between the terms of this Agreement and any attached schedules, exhibits, or forms (including the Financial Security Form or Rate Sheet), the terms of this Agreement shall control, unless expressly stated otherwise in writing and signed by both parties.

21. Taxes. Lessee shall be responsible for all sales, use, gross receipts, excise, and other taxes, fees, or governmental charges imposed in connection with this Agreement or Lessee's use of the Equipment, except for Lessor's income taxes.

22. Personal Guarantee. If the Lessee is a business entity, the undersigned individual signing below agrees to personally guarantee payment and performance of all obligations under this Agreement.

23. No Setoff. Lessee's obligations to pay rent and other charges are absolute and unconditional and shall not be subject to setoff, deduction, counterclaim, or withholding for any reason.

24. Limitation of Liability. In no event shall Lessor's liability to Lessee exceed the total rental fees paid under this Agreement for the Equipment giving rise to the claim. This limitation applies to all claims, whether based in contract, tort, strict liability, or otherwise.

25. Notice of Claims. Lessee must notify Lessor in writing of any claim relating to this Agreement within 10 days after the occurrence giving rise to the claim. Failure to provide timely notice waives such claim.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. Lessee shall not assign, transfer, or sublease the Equipment to any other party without prior written consent of Lessor.

27. Survival Clause. Lessee's indemnity and payment obligations shall survive termination or expiration of this Agreement.

28. Dispute Resolution and Arbitration. The parties shall first attempt to resolve any dispute through good faith negotiation. If unresolved, the parties agree to participate in non-binding mediation in California.

If mediation fails, the dispute shall be resolved by binding arbitration in California under the rules of the American Arbitration Association. Judgment on the award may be entered in any court having jurisdiction.

29. Governing Law. This Agreement is governed by California law. Venue lies in California courts for enforcement of arbitration awards and related matters.

30. Entire Agreement. This Agreement, Rate Sheet, Insurance Requirements, and Financial Security authorization form the full agreement. No oral terms are binding.



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Financial Security Form

Lessee Information

Company Name: _____ Contact Person: _____

Phone: _____ Email: _____

Credit Card Authorization

I authorize Coast Leasing Company LLC to keep my credit card on file and charge for damages, loss, fuel, cleaning, transport, late return fees, or other charges outlined in the rental agreement.

Cardholder Name: _____ Card Type: ☐ Visa ☐ MasterCard
☐ AmEx ☐ Discover

Card Number: _____ Expiration Date: ____ / ____
CVV: _____

Billing Address: _____

City/State/ZIP: _____

Authorization

I, the undersigned, acknowledge that the above information is accurate and authorize charges in accordance with the rental contract.

Signature: _____ Date: _____

Agreement Signatures

Lessee Information

Company Name: _____

Authorized Representative: _____

Phone: _____ Email: _____

Lessee Signature: _____ Date: _____

Coast Leasing Company LLC: _____ Date: _____



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Appendix A – Coast Leasing Rate Sheet

07/01/2025

Category	Equipment	Hourly	Daily	Weekly	Monthly
Excavators	Kubota Compact Excavator KX41-3V	\$95/hr	\$300	\$900	\$2,400
	Kubota Excavator w/ Auger KX91-3	\$120/hr	\$400	\$1,000	\$3,000
	Kubota Compact Excavator KX018-4	\$95/hr	\$300	\$1,000	\$2,395
	Kubota Excavator KX71-3S4R1	\$120/hr	\$400	\$1,250	\$3,500
Loaders & Track Loaders	Kubota Track Loader SVL75-2	\$110/hr	\$360	\$1,000	\$2,800
	Kubota Skid Steer Loader SSV65	\$110/hr	\$360	\$1,000	\$2,800
	Kubota Mini Skid Steer Loader SCL1000	\$100/hr	\$320	\$900	\$2,500
	Bobcat MT85 Mini Track Loader	\$100/hr	\$320	\$900	\$2,500
Utility Vehicles	Kubota RTV-X1140R-H	\$70/hr	\$240	\$700	\$1,800
Trailers	Interstate Victory 14' Enclosed Trailer	\$45/hr	\$160	\$450	\$1,200
	Big Tex 14GN Gooseneck Equipment Trailer	\$45/hr	\$160	\$450	\$1,200
	Big Tex 14GX Gooseneck Dump Trailer	\$55/hr	\$200	\$600	\$1,600
Trucks	RAM 3500 Laramie Crew Cab 4x4 Dually	\$100/hr	\$320	\$900	\$2,500
	RAM 1500 Tradesman Regular Cab V6	\$90/hr	\$280	\$800	\$2,200
	Ford Maverick XLT SuperCrew	\$80/hr	\$240	\$700	\$2,000
Lawn & Yard Equipment	Greenworks 36" Optimus Z-Turn Mower	\$70/hr	\$240	\$700	\$1,800
	Milwaukee Backpack Blowers/ Handheld blowers/Trimmers/Chainsaws/ Extended Pole Trimmers/ Extended Pruners/ Extended Chainsaws	\$40/hr	\$120	\$350	\$900
	Milwaukee 21" Self-Propelled Mower	\$40/hr	\$120	\$350	\$900
	Milwaukee Backpack Sprayer	\$40/hr	\$120	\$350	\$900
	LESCO Sprayer Rig, 50 Gallon PCO, 6HP Honda Gas JDL-95PC60-KA43	\$60/hr	\$180	\$550	\$1,500
	Makita Earth Auger XGD01Z	\$40/hr	\$120	\$350	\$900
	Georipper Handheld Trencher EK6101	\$70/hr	\$240	\$700	\$1,800
	Milwaukee Plate Compactor MXF220	\$60/hr	\$160	\$450	\$1,200
	Milwaukee Rammer Compactor MXF270	\$60/hr	\$160	\$450	\$1,200
	Milwaukee Jackhammer MXF368	\$50/hr	\$160	\$450	\$1,200
Concrete & Compaction	Milwaukee Concrete Saw + Cart MXF314	\$50/hr	\$160	\$450	\$1,200
	Rice Hydro RP2C Test Pump	\$60/hr	\$200	\$600	\$1,600
	Wheeler Rex Hydrostatic Pump	\$60/hr	\$200	\$600	\$1,600
	Milwaukee Generator MXF002	\$50/hr	\$160	\$450	\$1,200
	Milwaukee Tool Kit (Drill, Impact, Grinder, Saw, Flashlight)	\$40/hr	\$120	\$350	\$900
Generators & Misc.	Finn Bark Blower 5-Series	\$260/hr	\$1,000	\$3,200	\$9,500
	Plott Carta TT Fv0822	\$40/hr	\$120	\$350	\$900
	Greenworks Pressure Washer GPW1702	\$40/hr	\$120	\$350	\$900