

RENTAL POLICIES

Before you rent please read our
Rental Terms & Conditions in addition to these Rental Policies.

REQUIREMENTS: A driver's license or other official picture ID, (such as a Military ID card) with positive proof of address and phone number, and a valid email address are required for all rentals. A valid major credit card is required for all rentals and will be held on file for any incidentals. A local job site address and an active phone number will also be required. Rental Term Agreement forms must be signed and all rentals are to be paid in advance and before use of any equipment. ***Plymouth Equipment Rental & Aggregate LLC has the right to pick up / retrieve any equipment that has not been paid for and/or rental term agreement has not been signed prior to use.***

RENTAL PERIOD: Rentals are charged on time out not solely time used. Unfortunately we cannot control the weather, please plan your rental accordingly, no discount, no refund, or no extra time can be given due to inclement weather. *We reserve the right to terminate a rental if unsafe or negligent use has been seen or reported & remainder of rental is non-refundable.*

- ~ ½ Day / 4 Hour Rental - customer pickup at store only & at full day rate.
- ~ Overnight rentals are billed at a 1 full day rate.
- ~ 1 Day Rate: up to a 24 hour period, 8 hours on meter
- ~ Weekend Rate: Sat + Sun, up to 16 hours on meter.
- ~ 5 Day Rate: 5 day period, up to 40 hours on meter.
- ~ 7 Day Rate: 7 day period, up to 56 hours on meter.
- ~ Monthly Rate: 28 day period, 176 hours on meter.
- ~ Additional hours will result in additional prorated charges.

EXTENDING YOUR RENTAL: Please call the store as soon as you know you need to extend your rental. We will work with you the best we can extend or substitute equipment. Unfortunately we cannot control the weather, please plan your rental accordingly, no discount, refund, or extra time can be given due to inclement weather! We will work with you to the best of our ability to help you finish your job based on availability of the rented equipment.

Early Return Policy: If the customer returns the equipment before the end of the rental period as specified in the signed rental agreement and invoice, no refunds, credits, or proration of rental fees will be provided. The full rental amount remains due and payable in accordance with the original terms, and all payments remain the property of Plymouth Equipment Rental & Aggregate LLC, regardless of early completion of use. No exceptions.

RENTAL RATES: Rental Rates are published on our website. Rental Rates include the 10-15% Damage Waiver Fee for normal wear and tear, not damage. Damage and/or repairs are the full financial responsibility of the renter and will be billed at retail for labor and parts. Rental rates are subject to change and may change without notice. Call or text for up to date rates.

FLOOR SANDERS: Rental of floor sanders are required to use a debit/credit card and have a credit card on file. Our floor sanders are rented with a special cord - if not returned or returned damaged, your card on file will be charged \$100.00 per cord for replacement. Refunds of sandpaper products will only happen if the sandpaper is in good resellable condition. Refunds for sandpaper will take 2-7 business days.

DAMAGE: You must inform Plymouth Equipment Rental & Aggregate LLC ***immediately*** of any damage to equipment - further damage could occur that you will be responsible for. Inform via TEXT with pictures (603-960-4411) AND a phone call ***immediately***. Any damage that occurs during your rental will be billed; retail parts cost plus posted mobile service and/or in shop service rate(s) to bring the machine back to the condition it was when you received it. Damage waiver insurance is required on all of our rental equipment contracts and costs 10% of the rental rate(s), unless a valid certificate of insurance has been received. This 10% of the rental cost is included in our advertised rates. This limits your financial responsibility for covered damage; The customer deductible is \$1000 for equipment valued less than \$25,000, and \$2,500 for equipment valued greater than \$25,000. Upon notice of damage to rented equipment; a damage deposit of \$1,000 will be held on your credit card until the final bill is calculated, at which time you will either receive a refund or an additional bill, see deductible above. See back of rental agreement and our website for additional information on Damage Waiver coverage. See REPAIRS below for more information.

In addition to repair and recovery costs, the renter shall be liable for any loss of existing rental agreements that are impacted as a result of equipment damage or unavailability caused during their rental period. This includes, but is not limited to, scheduled rentals that must be canceled or rescheduled due to the equipment being out of service. The renter is also responsible for any loss of rental income for each day the equipment remains unavailable for rent due to damage incurred during their use.

TRACK DAMAGE FOR TRACKED EQUIPMENT:

If Renter has an issue with a track on any rented equipment, Stop use and report immediately if abnormal sounds, tracking issues, or visible damage appear. Take pictures and text to 603-960-4011 and call immediately. See DAMAGE section above.

- The renter is fully responsible for any damage to the tracks, or undercarriage components that occurs during the rental period. Damage includes but is not limited to: cuts, tears, or chunks missing from rubber tracks, broken or bent track links, rollers, sprockets, or idlers. Track derailment (de-tracking) caused by operator error / negligence or hazardous ground conditions, premature wear from misuse, such as operating on sharp debris, asphalt, concrete, or excessive spin turns. Tracks must be cleaned of excessive mud, rocks, debris, or material buildup to assist with avoid track derailment. Tracks are inspected before and after each rental during our 'Rental Checks'. A damage report will be completed with photos. If track damage is found upon return, the renter will be invoiced and charged with the credit card on file for full repair or replacement costs, including labor and downtime. Typical replacement cost for rubber tracks can range from \$1,500–\$4,000 per track, depending on equipment size and brand.

- Track derailment (de-tracking or track roll off) caused by operator error / negligence, hazardous ground conditions, or otherwise will be charged a minimum of \$300.00 plus shop supplies, hourly rate of \$110 per hour per person, plus parts, to put the track back onto the rented equipment.
- In the event that track damage renders the equipment immobile or otherwise incapable of being safely loaded onto a trailer for return, the renter shall be fully responsible for all associated costs and liabilities. This includes any damage resulting from the immobilization, all recovery-related expenses such as towing, loading, labor, or the use of additional equipment, as well as transportation fees to and from an authorized repair facility. The renter is also liable for the full cost of repairs required to return the equipment to proper working condition. It is the renter's responsibility to operate the equipment in a manner that prevents excessive wear, de-tracking, or track failure, and to avoid conditions that could compromise the safe transportation or recovery of the machine.
- In addition to repair and recovery costs, the renter shall be liable for any loss of existing rental agreements that are impacted as a result of equipment damage or unavailability caused during their rental period. This includes, but is not limited to, scheduled rentals that must be canceled or rescheduled due to the equipment being out of service. The renter is also responsible for any loss of rental income for each day the equipment remains unavailable for rent due to damage incurred during their use.

TRAILERS: The customer assumes full financial responsibility for any and all damage to rented trailers during the rental period. This policy applies to both standalone trailers and trailers that are permanently attached to equipment, including but not limited to wood chippers, log splitters, portable generators, compressors, and light towers, pressure washers, fuel tanks, and similar towable units, etc.

- The following trailer components are subject to inspection and liability under this policy, including but not limited to: Trailer frame and overall structural integrity, Axles, hubs, and bearings, Tires and wheels (including punctures, blowouts, or sidewall damage), Lights, wiring, and electrical connections, Tongue, hitch coupler, jack, safety chains, and breakaway systems, Fenders, ramps, and gates, Decking or flooring, Brakes and brake wiring (if equipped), Tie-downs, anchor points, and mounting hardware.
- Accessories such as toolboxes, spare tire mounts, and winches, and any included tie-down accessories (not limited to: ratchet straps, chain and binder (sets), safety chains, winch straps and/or cables, tire straps, axle straps, E-track or L-track systems and components, locks and keys) that were with the trailer when went out on rental term period will be returned with the trailer or customer will be charged 2 times the rate to replace the accessories.
- In the case of equipment permanently mounted on a trailer (e.g., a wood chipper or log splitter), the trailer is considered part of the equipment, and the customer will be held responsible for any damage to the trailer portion just as they would the main unit.
- Damage caused by misuse, overloading, improper towing, road hazards, failure to secure the load, or neglect will be billed to the customer in full. This includes the cost of

all necessary repairs or full replacement, as well as any recovery, towing, or transport fees if the trailer becomes unsafe or inoperable.

- In addition to repair and recovery costs, the renter shall be liable for any loss of existing rental agreements that are impacted as a result of equipment damage or unavailability caused during their rental period. This includes, but is not limited to, scheduled rentals that must be canceled or rescheduled due to the equipment being out of service. The renter is also responsible for any loss of rental income for each day the equipment remains unavailable for rent due to damage incurred during their use.
- *See Damage, and Repairs clauses in this rental agreement document for further details.*
- Any damage not documented at the time of pickup will be presumed to have occurred during the rental term period and will be charged to the customer accordingly. It is fully the customer's responsibility to go over the equipment prior to use and note with Plymouth Equipment Rental & Aggregate LLC's representative of any concerns and/or damage. Such concerns will be documented on the Rental Invoice Form.

NON-REFUNDABLE DEPOSITS: Some of the rental equipment and/or attachments have a non-refundable deposit. Examples of this would be, but not limited to; Core Drill Bits, Concrete Chain Saw Blades, Hammer drill bits, etc. This non-refundable deposit is a partial cost for the attachment being rented. If the rented attachment is damaged due to negligence to the point of not rentable/ not usable, the remainder of the amount will be charged for the rented attachment and/or replacement of blade/bit/etc. The rental customer is financially responsible for replacing any attachment that is fully worn out or damaged due to negligence or misuse and the non-refundable deposit will go toward the replacement cost if such an issue were to occur. Credit Cards are required and will be held on file for these rental transactions from the start of the rental agreement.

NO SMOKING: We have a strict NO SMOKING policy in all of our vehicles/equipment. The equipment is marked with No Smoking stickers in and or on the vehicles/equipment. We reserve the right to charge a cleaning fee of \$80/hour (minimum one hour charge) that will apply if we find smoking has taken place in our equipment/vehicles.

CLEANING FEE: We reserve the right to charge a cleaning fee for equipment not returned to us reasonably clean. Coffee spills, excessive dirt in the cab, excessive mud/dirt packed in tracks, etc are all subject to an additional charge. Excessive paint/stain or other construction materials such as sheetrock mud will also be an additional charge for cleaning. Cleaning fee is \$80/hour (minimum one hour charge). Please remove all trash from machines prior to return/pickup.

FUEL: Fuel (including DEF fluid) used during the rental is the renter's responsibility and is not included in rental rates, unless otherwise specified and agreed upon ahead of time plus written on the rental term agreement. Equipment will be full of fuel at the start of your rental and we ask that you refill it with good, clean, fuel upon return. If you are unable to refill the fuel we will refill it and charge you for the amount of fuel used at twice the current fuel rate at the time of return. Contact the store for current fuel rates.

Please take care in refueling - know whether the equipment takes diesel, 2 cycle mixed gasoline or 4 cycle (regular) gasoline. Please call or text us before refilling if you have any questions - there will be an expensive service charge or perhaps engine replacement charge if the wrong fuel is used. Please take care to use fresh fuel in clean cans - if a renter refills a machine with dirty fuel, a charge will apply to change the fuel filter and service the equipment. We have stickers on all equipment stating what type of fuel is to be used - if not sure, call or text for confirmation BEFORE you refuel the equipment. If a renter negligently refuels the equipment with the wrong type of fuel which leads to damage to the equipment, the rental customer is responsible for all costs related to bringing that piece of equipment back up to working condition as it went out on the rental. We 'rent check' all equipment before it leaves and upon return to ensure proper working conditions for each customer. See REPAIRS for further information regarding repairs due to negligence with fuel.

DELIVERY / TRANSPORTATION: Delivery/Transportation is offered by Plymouth Equipment Rental & Aggregate LLC for all of our equipment and is not included in rental rates. Delivery rates are based on the size of the equipment and location of delivery. Please call us for a quote. See our Delivery / Transportation Policies.

CUSTOMER PICKUP / TRANSPORTATION: All equipment is available for customer pickup from our store. You must have adequate GVW rated vehicle & hitch, adequate trailer, brake setup, and adequate securement for the equipment being picked up. Plymouth Equipment Rental & Aggregate LLC, reserves the right to refuse pickup of equipment if adequate, safe, towing/hauling equipment is not provided by the customer. Customers who choose to personally transport Plymouth Equipment Rental & Aggregate LLC owned equipment are REQUIRED to and RESPONSIBLE for properly tying down/securing the equipment to their trailer/vehicle per state regulations/laws/RSAs. Plymouth Equipment Rental & Aggregate LLC is not and will not be responsible or liable for any damage(s), fines, etc for negligence on part of the customer/property that is transporting P.E.R.A. 's equipment/property. *We reserve the right to terminate a rental if unsafe or negligent use has been seen or reported & the remainder of the rental period is non-refundable.* See our Delivery / Transportation Policies.

EQUIPMENT BREAKDOWNS / FAILURE: If you have any breakdowns call the store ***immediately***, 24/7 at 603-960-4011. Do NOT attempt any repairs without written notification from Plymouth Equipment Rental & Aggregate. If you do not call, we do not know and you forfeit any potential credit. We strive to keep our equipment in top working order at all times. 'Murphy's Law' however says that problems sometimes can and will occur. Many problems can be solved over the phone. In some cases we may need to provide a replacement or substitute item. We will do everything possible to help you finish your job in a timely and efficient manner.

SERVICE CALLS: Onsite service calls will be at the rate of \$110.00 per hour with a minimum of one (1) hour charge per personal required to bring the rented equipment back to working condition. Parts and shop supplies related to the repair will be an additional charge and charged accordingly. Hourly charges will start from the time we leave our door yard and end when we arrive back at our store location (548 Daniel Webster HWY, Plymouth NH 03264). Examples of

service calls where Plymouth Equipment Rental & Aggregate LLC may charge are not limited to the following: tracks come off equipment, recovery of disabled equipment from location including stuck in mud, damage to equipment due to user negligence and/or misuse.

REPAIRS: Do NOT do any repairs on equipment without written notice from Plymouth Equipment Rental & Aggregate LLC. During the rental period, the rental customer is fully financially responsible for any repairs and parts required due to negligence, improper operation, damage due to improper fuel used to refill equipment, etc. This includes all work necessary to return the equipment to the same condition it was in at the start of the rental period. Repair charges will be billed at the full hourly rate of the repair shop performing the work, with a minimum of \$110.00 per hour or the prevailing shop rate, whichever is higher. Charges will also include the cost of parts, shop supplies, replacement fluids (including but not limited to fuel, oil, hydraulic oil/fluid, coolant/antifreeze, etc.), and any other materials required to complete the repair. Additionally, the transportation of equipment to and from the repair facility will be billed at \$110.00 per hour with a one-hour minimum each way. These costs are the full financial responsibility of the rental customer. Plymouth Equipment Rental & Aggregate LLC will maintain communication with the rental customer regarding the status of repairs and the estimated cost liability as information becomes available. Furthermore, rental customers may be responsible for downtime charges while the equipment is out of service for repairs. Downtime will be billed at a rate of at least 50% of the equipments' daily rental rate, starting from the time the equipment becomes inoperable until it is returned to operational condition and available for rental again. If equipment is in need of repair due to negligence of the renter or renters operator during a rental period, the rental customer will forgo the rest of the rental agreement and will not be refunded any of the financials related to the rental term period. We do a 'rent check' (visual and operational inspection including fluids) at the beginning of every rental and at the end / upon return of the rental period. This means that the equipment gets fully checked and inspected at least twice per customer. *Plymouth Equipment Rental & Aggregate LLC reserves the right to terminate any rental term period and pick up/retrieve the equipment if unsafe or negligent use has been seen or reported - Remainder of rental term period is non-refundable.*

CANCELLATION POLICY: We will work with you to cancel or reschedule your rental reservation but we do require notice. When we reserve a piece of equipment for you we are telling other customers it is not available. A one (1) day reservation requires a 48 hour cancellation notice. A 5/7 day reservation requires a 3 day cancellation notice. A monthly rental requires a 7 day cancellation notice. If required notice isn't given you will be responsible for a 25% cancellation fee. If you give no notice of cancellation and 1. we attempt delivery (or deliver) or 2. you do not pick up the equipment - you will be billed for any delivery fees - and; for the entire reservation amount for a daily rental, 50% of the reservation amount for a 5/7 day rental, and 30% of the reservation for a monthly rental. The credit card on file will be charged accordingly.

TERMS & CONDITIONS: See our Terms & Conditions for full details.

RENTAL POLICIES: See our Rental Policy for full details.

LOSS DAMAGE WAIVER (LDW): See our Loss Damage Waiver (LDW) Policy.

INSURANCE REQUIREMENTS: See our Insurance Requirements Policy.

DELIVERY / TRANSPORTATION: See our Delivery / Transportation Policy.

RENTAL AGREEMENT INVOICE FORM: See our Rental Agreement Invoice Form.

TEXT MESSAGEING & PRIVACY: See our Text Messaging & Privacy Policy.

By signing the rental invoice agreement form, you agree to all the terms and conditions listed above as well as all other policies listed on our website - plymouthequipmentrentals.com.

At Plymouth Equipment Rental & Aggregate LLC, we pride ourselves in 100% satisfaction Guaranteed. If you are not satisfied, we will go beyond the call to make things right. Please reach out to us and we will work with you to correct any issue that you may have.

