



## Rental Contract Agreement

### Lessee Information

<i>Name</i>	
<i>Address</i>	
<i>Email</i>	
<i>Phone Number</i>	
<i>Work Site</i>	

### Equipment, Attachments & Trailer Details

Rental Term	Equipment/Attachment	Serial Number	Rental Price

Total Rental	Tax (6.25%)	Sub-Total	Deposit	Damage Waiver	Total Due
					\$

### Deposit Requirements

- \$500 deposit for each skid loader, excavator, and tractor rental.
- \$100 deposit for each attachment with PTO or hydraulic actuation rental.
- \$50 deposit for non-PTO or hydraulic actuation attachment rental.
- Deposit(s) refunded to renter after satisfactorily post-rental inspection.

### Insurance Requirements



- Lessee must carry **(\$1,000,000)** liability insurance.
- Lessee must carry **property damage** and **inland marine insurance (I)** to cover a new full cost replacement and name Thomas Unlimited Company LLC as additional insured and loss payee; unless damage waiver is offered and accepted
- Proof of insurance is needed prior to release of equipment

### **Renter Responsibility**

- Lessee is fully responsible for the equipment during the rental period.
- Lessee is fully responsible for maintaining/checking serviceable items; fuel, oil's and grease.
- Lessee is liable for all damage, vandalism and theft that occur while in possession of the equipment.
- Equipment must be returned in the same clean condition it was rented out in.
- Equipment must be returned full of fuel (if applicable).
- A pre-rental inspection will be completed prior to pickup/delivery.
- A post-rental inspection will be completed upon return.
- Deposit will be refunded at time of inspection, less any damages or fees assessed.

### **Cleaning & Refueling Policy**

- Equipment must be returned clean and full of fuel.
- If lessee chooses not to clean equipment, a cleaning fee **(\$100)** will be applied.
- If lessee chooses not to refuel equipment, a refueling fee **(\$150)** will be applied.

### **Payment Terms**

- Lessee payment is due at time of pickup or delivery.
- Deposits must be paid before equipment is released to renter.
- Late returns will result in a full day's rental rate per day.

### **Liability Release**

- Lessee agrees to hold Thomas Unlimited Company LLC harmless from any injuries, accidents, property damage, or misuse of the rented equipment during the rental term.



## TERMS AND CONDITIONS OF RENTAL CONTRACT

### 1. Definitions

For purposes of this agreement: “Agreement” means the Rental Contract including Page 1 and these Terms and Conditions. “Equipment” or “Rental Equipment” means any tools, machinery, attachments, trailers, or other property listed on Page 1 of this Agreement. “Rental Period” means the time the Equipment is rented as shown on Page 1. “Site” means the location where the Equipment will be delivered or used. “Customer,” “Renter,” “Lessee,” “you,” or “your” refers to the person or business renting the Equipment. “Company,” “we,” “us,” or “our” refers to Thomas Unlimited Company LLC.

### 2. Rental Term and Charges

Thomas Unlimited Company LLC agrees to rent the Equipment listed on Page 1 to the Customer for the Rental Period stated in the contract. Rental charges continue until the Equipment is returned and accepted by the Company in proper condition.

Unless otherwise agreed in writing: Equipment rentals are based on normal operating use. Standard usage limits are 8 hours per day, 40 hours per week, and 160 hours within a 28-day period. Additional charges may apply for overtime use, extended rental periods, or late returns. Rental charges will not be reduced due to weather, downtime, transportation time, holidays, or any period when the Equipment is not used.

### 3. Payment Terms

The rental rate is based on the expected length of the rental. The Customer agrees to pay the rental amount and any required deposit in advance and pay any additional charges incurred during the rental period when billed. The Company may apply deposits or prepaid amounts toward any outstanding charges. Deposits do not limit the Customer’s liability under this Agreement. Unless otherwise agreed in writing, prepayments and deposits are non-refundable. Any personal property left with the Equipment after return may be considered abandoned.

### 4. Inspection and Acceptance of Equipment

By accepting the Equipment, the Customer confirms that the Equipment has been inspected, is in acceptable operating condition, and is suitable for the Customer’s intended use. The Customer must



follow manufacturer instructions and safety guidelines when operating the Equipment. If the Equipment becomes damaged, defective, or unsafe to operate, the Customer must stop using it immediately and notify the Company. If the Equipment will be used for digging or ground disturbance in Illinois, the Customer must contact Illinois One Call (811) at least three business days before excavation as required by law.

#### 5. Care and Return of Equipment

The Customer is responsible for the Equipment during the rental period and agrees to maintain it in good condition, protect it from theft or damage, and secure it when not in use. The Equipment must be returned on time, clean, and in the same general condition as when rented, normal wear and tear excepted. If Equipment is returned damaged, excessively dirty, or not properly maintained, the Customer will be responsible for repair, cleaning, and replacement costs. Rental charges will continue until the Equipment is returned or replaced.

#### 6. Delivery and Pickup

If delivery or pickup services are provided, the Customer agrees to pay applicable transportation charges, ensure the Site is safe and accessible, and be present at the scheduled delivery or pickup time. The Company is not responsible for delays caused by third parties, site conditions, weather, or circumstances beyond its control. If the Customer is not present during delivery or pickup, the Customer agrees to accept the condition of the Equipment as documented by the Company representative.

#### 7. Safety Notice

Rental equipment can present serious hazards if not used properly. Equipment may move, shift, tip, sink, leak, overturn, or collapse, particularly when used on uneven terrain or during severe weather. The Customer is responsible for exercising caution and ensuring all users operate the Equipment safely.

#### 8. Operator Responsibilities

The Customer is responsible for ensuring that any person operating the Equipment is properly trained, understands the Equipment's operation and safety requirements, uses the Equipment only for its intended purpose, and follows all applicable laws and regulations. The Customer may not abuse, misuse, overload, modify, or alter the Equipment or allow unauthorized persons to use it. The Customer may not transfer possession of the Equipment without written permission from the Company. Children must be supervised at all times when near rental equipment.



#### 9. Ownership of Equipment

All Equipment remains the property of Thomas Unlimited Company LLC at all times. This Agreement grants only the temporary right to use the Equipment during the Rental Period.

#### 10. Equipment Failure

If Equipment stops functioning properly, the Customer must notify the Company immediately. If the malfunction was not caused by misuse or negligence, the Company may repair the Equipment, provide comparable replacement Equipment, or cancel the rental and refund the unused portion of the rental.

#### 11. Equipment Provided "As-Is"

The Company is not the manufacturer of the Equipment. All Equipment is provided "as-is" and without warranties except where required by law.

#### 12. Liability and Indemnification

The Customer assumes all risk associated with the Equipment during the rental period. The Customer agrees to release and hold harmless Thomas Unlimited Company LLC from claims, damages, injuries, or losses related to the use or possession of the Equipment.

#### 13. Insurance

The Customer may be required to maintain liability insurance of at least \$1,000,000 per occurrence and property coverage for the replacement value of the Equipment.

#### 14. Optional Damage Waiver

If offered and accepted, the optional Damage Waiver may reduce the Customer's responsibility for accidental damage. The waiver covers 80% of repair costs up to \$5,000, leaving the Customer responsible for the remaining 20%. The waiver does not cover theft, misuse, vandalism, illegal activity, or damage to tires, glass, hoses, belts, chains, or tracks. **Damage Waiver is not insurance.**



#### 15. Default

The Customer will be in default if they fail to pay charges, provide false information, fail to return the Equipment, damage or lose the Equipment, or violate the terms of this Agreement. If default occurs, the Company may terminate the rental, recover the Equipment, and pursue damages or other legal remedies.

#### 16. Additional Terms

The Company may monitor Equipment location and usage through GPS or telematics. Late payments may accrue interest up to 18% annually or the maximum allowed by law.

#### 17. Governing Law

This Agreement shall be governed by the laws of the State of Illinois. Any legal disputes must be brought in courts located in or nearest Carroll County, Illinois. Electronic signatures are considered valid and binding.

#### 18. Sale of Equipment

Any items sold rather than rented are sold "as-is" and "with all faults." Items not specifically listed as sale items will be considered rental equipment.

#### 19. Failure to Return Equipment

Failure to return rented Equipment may be considered theft under Illinois law and may result in criminal prosecution.



Amendments and Comments	

<b>Renters Signature &amp; Date</b>	
<b>Customer Representative Signature &amp; Date</b>	