



Rental Contract Agreement

Lessee Information

Name	
Address	
Email	
Phone Number	
Work Site	

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 (\$_____)** 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. For good and valuable consideration, you and Thomas Unlimited Company LLC agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Contract" refers to Pages 1 & 2 together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the Item(s) rented to you, as identified on Page 1; "Site" means the location/address set forth on Page 1 where the Item(s) are to be delivered, and/or used; "Customer," "Lessee," "Renter," "you" and "your" mean the customer or lessee identified on Page 1, and "Lessor," "we," "us" and "our" mean Thomas Unlimited Company LLC.

2. You agree to rent from Thomas Unlimited Company LLC, and Thomas Unlimited Company LLC agrees to rent to you, the Rented Item(s) for the period(s) specified on Page 1 (the "Term"). You agree to pay Thomas Unlimited Company the rent set forth on Page 1 (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by Thomas Unlimited Company LLC in the return condition required under Section 5 below. Unless otherwise specifically agreed by Thomas Unlimited Company LLC, all rental rates are for normal use of the Rented Item(s) on; (b) a single-shift basis for all other Items (including without limitation, equipment, attachments, implements and trailers), not exceeding 8 hours per day, 40 hours per week, and 160 hours per 28 day period, and otherwise in accordance with the terms hereof and the "Instructions" described in Section 8. You agree to pay Thomas Unlimited Company LLC additional prorated Rent for overuse and late return(s) of Rented Item(s). No allowance will be made for time in transit, weekends, holidays, weather events or any other period of nonuse unless otherwise separately agreed in writing by Thomas Unlimited Company LLC.

3. We have estimated the Rent based on your estimate of the length of the Term (the "Rental Price"). You agree: (a) to pay Thomas Unlimited Company LLC: (i) the Rental price, together with any deposit specified on Page 1 in advance (together, the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) Thomas Unlimited Company LLC may deduct any amount you owe hereunder from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to Thomas Unlimited Company LLC; and (iv) all Prepayments are NON-REFUNDABLE unless otherwise specifically agreed by Thomas Unlimited Company LLC. Anything remaining with, in or on any Rented Item(s) upon return to Thomas Unlimited Company LLC will, at Thomas Unlimited Company LLC option, be deemed surrendered and abandoned.

4. Upon your receipt (or our delivery to the Site) of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected



(not based on any recommendation by Thomas Unlimited Company LLC), carefully examined and inspected, solely by you or your agent(s); and (b) you: (i) have received, carefully read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all EPA, OSHA, NFPA, IFC, IBC, ASSE, ASME, IEEE, SAIA and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s) ("Instructions"); (ii) will fully comply therewith (including EPA Tier 4 regulations, as applicable); (iii) have been made aware of the need to use all recommended and required safety equipment (**INCLUDING FALL PROTECTION DEVICES**); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and obtain all necessary licenses, authorizations and permits from, the appropriate governmental authorities as well as the owner(s) of the Site; (vi) will advise all local utilities and cable companies, and properly mark all underground lines and cables, before using any Item(s) to dig or disturb the ground surface; (vii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (viii) will ensure that all other users of the Rented Item(s) comply fully with this Contract at all times. You agree to notify Thomas Unlimited Company LLC immediately if any of the above statements proves untrue or misleading. You must provide notice to owners and operators of underground utilities or CATS facilities as required under the Illinois Underground Utility Facility Damage Prevention Act, 220 ILCS 50-1, et seq. (as amended, the "Act"). **For line locations, call 811 or go to www.illinois1call.com at least 3 full business days prior to digging or disturbing the ground surface.**

5. You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to Thomas Unlimited Company LLC on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and free of damage, marks, burns, mold, mildew, dirt, food, scuffs and scrapes. If you fail to do so, you will pay Thomas Unlimited Company LLC: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required hereunder; and (b) any and all costs and expenses Thomas Unlimited Company LLC may incur in connection with your failure to do so. Certain Items may be delivered on pallets.

6. If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); (c) ensure the Site is reasonably clean, safe and secure; and (d) ensure our personnel have full access thereto. We will not be responsible for delay(s) caused by other parties, including providers of other items or services ("Other Providers") for which you hereby release and hold harmless Thomas Unlimited Company LLC, its agents and employees. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of Thomas Unlimited Company LLC representatives regarding the same (including status, condition, quality, utility, quantities, freedom from defects and proper installation).



7. **WARNINGS:** “TEMPORARY STRUCTURES” TO INCLUDE EQUIPMENT (INCLUDING ITEMS USED FOR DIGGING, DRILLING, CUTTING, GRINDING, BREAKING, BORING, LOADING, TOWING AND/OR HAULING), CAN BE **DANGEROUS**, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, **PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN**, EXERCISE, AND ENSURE ALL OTHERS EXERCISE, **EXTREME CARE** AT ALL TIMES WHEN DEALING WITH SUCH ITEMS.

8. YOU AGREE TO PROVIDE ANY AND ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS AND OCCUPANTS OF THE RENTED ITEM(S), and ensure that each Rented Item is used safely and only: (a) **for its intended purpose(s) and in accordance with the manufacturer’s instructions**; (b) within its rated capacity; (c) unless otherwise specifically agreed by Thomas Unlimited Company LLC in writing on a case-by case basis, **at the Site**; (d) **BY COMPETENT AND PROPERLY TRAINED, QUALIFIED, CERTIFIED, FAMILIARIZED, AND/OR LICENSED (AS APPLICABLE) OPERATORS**; and (e) otherwise in full compliance with the Instructions as well as all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, alter, modify, damage or destroy any Rented Item; (ii) violate any applicable law, policy of insurance or warranty; or (iii) take possession of or exercise control over any Rented Item without Thomas Unlimited Company LLC prior consent (which may be granted, conditioned, or withheld in Thomas Unlimited Company LLC sole discretion). **YOU AGREE TO: (A) ENSURE THAT ALL CHILDREN IN, ON OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES. AND (B) POST IN A CONSPICUOUS PLACE AN OSHA-COMPLIANT EVACUATION PLAN FOR ALL RENTED TEMPORARY STRUCTURES.**

9. Thomas Unlimited Company LLC owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. **You shall not loan, transfer, sublease or assign any Rented Item or this Contract without the prior written consent of Thomas Unlimited Company LLC.** We may sell and/or assign any or all of the Rented Item(s) and/or this Contract, in which event you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of Thomas Unlimited Company LLC.

10. In the event of a Malfunction as defined in Section 4, you will immediately notify Thomas Unlimited Company LLC and return Malfunctioning Item(s) to Thomas Unlimited Company LLC. Provided the Malfunction did not result from or in connection with the wrongful or negligent act(s) or omission(s) of, or any breach of this Contract by, you or anyone you permit to use or deal with the Rented Item(s), we will at our sole option: (a) repair the subject Item; (b) provide you with a comparable Item; or (c) return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE.** Thomas



Unlimited Company LLC will have no other obligation(s) regarding Malfunctions, all of which you waive, together with all associated incidental, consequential, special, exemplary and punitive damages, if any.

11. THOMAS UNLIMITED COMPANY LLC IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S), EACH OF WHICH IS PROVIDED **“AS-IS”**. **EXCEPT ONLY AS REQUIRED BY APPLICABLE LAW. THOMAS UNLIMITED COMPANY LLC DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE)** REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES THOMAS UNLIMITED COMPANY MAKE ANY WARRANTY **AGAINST INTERFERENCE OR INFRINGEMENT**, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, MODELS, DEPICTIONS, OR ADVERTISEMENTS OFFERED OR ACCEPTED BY THOMAS UNLIMITED COMPANY LLC CONSTITUTES REPRESENTATIONS OR WARRANTIES.

12. **INDEMNITY/HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY: (A) ASSUME ALL RISK** OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT; (B) **RELEASE AND DISCHARGE THOMAS UNLIMITED COMPANY LLC FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THOMAS UNLIMITED COMPANY**, AND THEIR RESPECTIVE OWNERS, OFFICERS, MANAGERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, REPRESENTATIVES, SUBROGEEES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES (INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM THE NEGLIGENCE OR CLAIMED NEGLIGENCE OF THOMAS UNLIMITED COMPANY LLC). **You hereby waive any and all rights, claims and damages arising under the Uniform Commercial Code, as well as all incidental, consequential, special, exemplary and punitive damages, against Thomas Unlimited Company LLC**

13. You agree to maintain all insurance Thomas Unlimited Company LLC deems necessary in connection herewith, which may include liability insurance coverage with minimum limits of at least \$1,000,000 per occurrence, and property damage/inland marine insurance covering all Rented Items for the full (new)



replacement value thereof: (i) naming Thomas Unlimited Company LLC as an additional insured and loss payee; (ii) waiving subrogation against Thomas Unlimited Company LLC; (iii) being primary and non-contributory; and (iv) including such other provisions as Thomas Unlimited Company LLC may deem necessary.

14. If and only if, we have offered, and you have elected to purchase, the **OPTIONAL DAMAGE WAIVER** (set forth on Page 1 if available) and paid the Damage Waiver Fee referenced therein prior to commencement of the Term, you will have no liability to Thomas Unlimited Company LLC for 80% of the cost to repair or replace Item(s) covered by Damage Waiver ("Covered Item(s)") (up to \$5,000) which suffer physical damage during the Term; provided however, that **you will remain fully liable for:** (a) all damage to or loss of: (i) Item(s) not covered by Damage Waiver; (ii) Covered Item(s) lost or damaged as a result of: (A) your breach of this Contract; (B) theft or other failure to return such Item(s) to Thomas Unlimited Company LLC; (C) gross negligence, misuse and/or abuse; (D) vandalism and/or malicious mischief, (E) use of alcohol or drugs; and/or (F) use of any Item in violation of any applicable law or policy of insurance; (iii) glass, tires, tracks, belts, chains, knobs and/or hoses; (b) 20% of all repair/replacement costs for each Covered Item; and (c) all repair/replacement costs for Covered Items exceeding \$5,000 in the aggregate across all Covered Items. You may decline Damage Waiver if you comply fully with this Contract. **DAMAGE WAIVER IS NOT INSURANCE. NOR IS IT A WARRANTY.**

15. Your duties hereunder are unconditional. If you or any guarantor: (a) fail to fully and timely pay or perform any of your obligations under this Contract; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver), you will be in default, whereupon, Thomas Unlimited Company LLC may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass or liable for personal injuries or property damage (for which you agree to indemnify, defend and hold harmless Thomas Unlimited Company LLC); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s) as necessary; (vi) recover from you and/or any guarantor of Thomas Unlimited Company LLC associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

16. To the maximum extent permitted under applicable law, Thomas Unlimited Company LLC will be entitled to a lien on: (a) all real property improved with any Rented Item(s) (and/or on which it/they may be located or used), and (b) all personal property attached to, or placed or stored in or on, any Rented Item(s). You agree to pay Thomas Unlimited Company LLC the maximum lawful charge for any check you write which is returned unpaid. Thomas Unlimited Company LLC may, without notice or liability to you, inspect and/or monitor (e.g., via GPS or telematics) any Rented Item(s) at any time, and all data



generated thereby will be deemed the sole property of Thomas Unlimited Company LLC. If any performance required of Thomas Unlimited Company LLC is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond Thomas Unlimited Company LLC's reasonable control), Thomas Unlimited Company LLC will be

excused from such performance. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum, or (b) the highest rate permitted under applicable law until paid. Except only as otherwise expressly set forth herein, this Contract cannot be further amended or extended except in a writing signed by both you and Thomas Unlimited Company LLC. Thomas Unlimited Company LLC's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you to Thomas Unlimited Company LLC hereunder. This Contract allocates to you certain risks, and that allocation is reflected in a reduced Rent. You will pay all sales, use, transfer and other taxes, fines, fees, assessments and other charges related to each Item. No failure or delay in the exercise of any rights or remedies will constitute a waiver of any right or remedy Thomas Unlimited Company LLC may have. We will be entitled to recover from you our attorneys' fees, costs and expenses in any legal action commenced in connection herewith, if we prevail against you.

17. This Contract is a true "operating" lease, and not a "disguised financing. If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make the same valid and enforceable, or if no such modification shall be possible, deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence hereof. There are no third-party beneficiaries hereto, other than the TPO(s), if any. This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other Items you obtain from Thomas Unlimited Company LLC at any time (except only as may otherwise be agreed by Thomas Unlimited Company LLC). This Contract, and any Addenda provided by Thomas Unlimited Company LLC (each of which is incorporated herein), constitute the entire agreement between you and Thomas Unlimited Company LLC, superseding all other oral and written agreements and representations (including our website and advertising). Except only as expressly provided herein, this Contract cannot be modified without the express written consent of Thomas Unlimited Company LLC. This Contract shall be interpreted under the laws of the State of Illinois. Proper venue for all civil legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal and state circuit courts located in or nearest Carroll County, IL (unless waived by Thomas Unlimited Company LLC). You hereby consent and submit to such jurisdiction and venue, and you waive any and all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract will be deemed originals for all purposes.



18. Any item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "**AS-IS**" and "**WITH ALL FAULTS**," and are subject to the terms of this Contract (modified as necessary to address sales). All item(s) not specifically identified as Sale Items on Page 1 will be deemed to be "Rented Item(s)".

19. **WARNING**: Failure to return rented property may be deemed theft, resulting in **CRIMINAL PROSECUTION**. For details, see ILCS, Chapter 720, Art. 5, § 16-1.1, 16-3 and 16A-3(h).

Amendments and Comments	

Renters Signature & Date	
Customer Representative Signature & Date	