



COMPANY NAME: \_\_\_\_\_  
RENTAL START DATE: \_\_\_\_\_  
SCHEDULED DEL. DATE: \_\_\_\_\_  
SCHEDULED DEL. TIME: \_\_\_\_\_  
EST. DURATION: \_\_\_\_\_

## SMARTLIFT RENTAL AGREEMENT

TODAY'S DATE: \_\_\_\_\_  
COMPANY PHONE: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_  
COMPANY CONTACT: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
CONTACT E-MAIL: \_\_\_\_\_

PO NUMBER: \_\_\_\_\_  
SITE CONTACT: \_\_\_\_\_  
SITE ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_  
SITE CONTACT CELL: \_\_\_\_\_

SMARTLIFT MODEL: SL1008  
SERIAL NUMBER: #10080220

VALUE: \$ 64,000.00  
EXTENDERS: \_\_\_\_\_

FLAT FEE UP TO 1 MONTH: \_\_\_\_\_

### RENTAL RATES

DAILY: \$ 550.00      WEEKLY: \$ 1,650.00      4 WEEKS: \$ 4,950.00

DELIVERY FEES EACH WAY: \_\_\_\_\_      ON SITE TRAINING FEE: \_\_\_\_\_

This rental agreement between aforementioned company (Lessee) and Whitney Supply Company (Lessor) constitutes a contract for the rental of one SMARTLIFT glass manipulator. Machines are rented without an operator. Lessor will provide orientation and familiarization training (via the use of instructional videos and an operator's manual for the machine), for all first time Lessees. Each individual operating the machine should review the instructional video as well as familiarize themselves with the manual. The Lessee will practice with the machine, to the point of proficiency, prior to using the machine on the jobsite and will call the Lessor with any operation questions/issues. The Lessee will be responsible for any and all damage to machines caused from neglect or abuse, or damage beyond normal wear and tear, even if accidental. Lessee is responsible for keeping this machine safe and dry from exposure to the weather – unit must be kept inside or covered with a tarp when not in use at all times. Lessee will not move machine to another site without first contacting and obtaining approval from Lessor. Lessee will be responsible for all remotes, batteries, manuals, and key and will pay for replacements if lost. Lessee understands that Whitney Supply is not responsible for any lost time/costs due to any electrical or mechanical malfunction or defect, but will apply extreme diligence to correct the problem in the event of a malfunction.

Lessee agrees to pay the above rental rates beginning with the job start date through the date the Lessee notifies Lessor that they would like to be taken off rent and will no longer be using the machine. FULL PAYMENT for the above rates and fees as applied to the duration of the rental is due and payable and appreciated immediately upon rental completion. If rental charges are not paid within 30 days, Lessor may file a construction lien on the project involved. Delivery amounts are often determined

factoring in length of rental duration, and may vary if rental is terminated earlier than agreed to in this rental agreement. Lessee understands that Lessor may require up to 48 hours' notice prior to retrieving a rented machine and Lessor agrees to keep machine safe and secure and provide assistance in loading the machine for the return. Lessee agrees to incur an additional \$400 freight loading fee if Lessee cannot provide said load assistance.

Insurance. Prior to the scheduled date of delivery, Lessee will provide Lessor a Certificate of Insurance for each machine rented, naming Whitney Supply Company as an additional insured and loss payee. Lessor must be named as sole loss payee as respect the interest as owner/lessor of equipment rented. Any and all items of equipment rented to the Lessee by Lessor must be covered for physical damage and insured for total replacement cost on an all risk basis. The certificate must include the following information: Model Number; Serial/Unit Number; Total Value of Equipment. The limits of liability must be: Comprehensive General Liability \$2,000,000 per occurrence to include damage to person, property, or second party; \$1,000,000 umbrella/excess liability per occurrence is acceptable as well. Physical damage, collision, and comprehensive will have a \$1,000 deductible maximum. Lessee hereby appoints Lessor as its attorney in adjusting any claim under said insurance and hereby agrees that Lessor may negotiate directly with the insurer regarding any such claim and may receive payment directly from the insurer on any claim related to loss of or damage to equipment.

Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liability including reasonable attorney's fees and costs, arising out of, in connection with, or resulting from Lessee's use of the rented equipment, including without limitation the manufacture, selection, delivery, use, operation, or return of the equipment. Lessor disclaims any and all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, except that Lessor warrants that Lessor has the right to lease the equipment as provided in this agreement. The Lessee further agrees to accept full responsibility for any injury, either to himself or other persons and/or for any damages to the property of him or other persons that may result from the operation, use or misuse of the leased equipment, or in any manner whatsoever, including but not limited to, any damage caused to any property being lifted by the equipment, for the full duration of the rental period, and further agrees to hold the Lessor harmless from any expense in connection therewith, and to reimburse the Lessor, upon demand, for any monies expended on account thereof. The Lessee acknowledges that the receipt on site by an authorized representative will represent for the purposes of this agreement that the equipment has been examined by the company and that it is in good condition in every respect unless otherwise noted, and that it will be returned in the same condition. Lessee warrants that all operators of the rented equipment will be competent in the operation of the equipment rented, and certified if required by authorities over location of job site. Lessor can provide an operator at an additional charge to be arranged between the parties.

SPECIAL INSTRUCTIONS:

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Authorized Customer Representative Signature: \_\_\_\_\_  
Authorized Customer Representative Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_