

Rental Agreement and Waiver

This agreement is for the rental of equipment, carefully read terms and conditions:
Customer acknowledges that the Equipment will be returned in a good, clean and uncontaminated condition.
Customer is liable for all damages to the Equipment and expense of Pavingstone Supply caused by the equipment being used or operated in violation of the terms below:

1. Risk of loss.

All loss of damage to the equipment from any cause whatsoever while on rental or in customer's or authorized operators care, custody or control, whether exclusive or not, and whether or not due to the fault of customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and acts of god, will be the sole responsibility of customer and will be paid to Pavingstone Supply promptly upon customer's receipt of an invoice therefore, such responsibility is limited to the full value of the equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and Pavingstone Supply's related expenses, such as loss of use, appraisal fees or recovery costs. The cost of labor for repairs will either be Pavingstone Supply's then prevailing hourly rate for labor, which includes loss of use, posted at Pavingstone, where the equipment is to be repaired, or the repairer's hourly rate for labor charged to Pavingstone Supply for repairs, as the case may be. Parts will be charged at Pavingstone Supply's cost plus a retail markup. Use of the equipment by persons other than customer or authorized operators will be a customer's sole risk.

2. Customer Responsibilities

Customer must return the equipment in the same good and clean condition it is in when the customer receives it. The equipment will be used only in accordance with the manufacture's instructions within its rated capacity. If the equipment fails to operate correctly or becomes in need of repair, customer will immediately cease using it and will immediately notify Pavingstone. In the event of an accident, loss of, theft of, or damage to the equipment, customer agrees to notify Pavingstone Supply as soon as possible.

3. Liability for damage to persons and property.

Customer assumes the risk of any and all injuries of any kind or nature, including wrongful death, as a result of the use, or misuse of the equipment pursuant to this agreement. Customer agrees to indemnify and hold harmless Pavingstone Supply and its officers, directors, employers, and agents from and against any and all loss, liability, claim, action, or expense, including reasonable attorney's fees, by reason of bodily injury, including death, and property damage sustained by any person or persons, including but not limited to employees of customers, as a result of the maintenance, use, possession, operation, erection, dismantling, servicing or transportation of the equipment, including motor vehicles, or customer's failure to comply with the terms of this agreement, even if such liability results in any part from the ordinary negligence of Pavingstone, its agents or its employees. The provisions of any workers compensation act or similar statute hereunder shall not limit customer's obligation. Customer agrees to hold Pavingstone Supply harmless from any loss, damage, or injury suffered in connection with customer's use, operation, possession or transportation of equipment and to keep equipment locked and guarded when not in use.

Print Customer Name

Customer Signature

Date