



Equipment Rental Agreement

Machine #:

Renter:

Dates & Times	Location
<input type="checkbox"/> Pick Up <input type="checkbox"/> Delivery Date:	<div style="border: 1px solid black; width: 100%; height: 40px;"></div>
Anticipated Return:	459 East US HWY 36 Bainbridge, IN 46105 (765) 657-2828

Equipment

Condition of Machine & Included Equipment

Fuel:

**\$** Summary of Estimated Charges

CHARGES	PRICE	TOTAL
1 - 3 DAYS	\$250	
5 DAYS - 1 WK	\$500	
1 WK - 3 WKS	\$750	
MONTHLY	\$900	
DELIVERY CHG	\$2/LOADED MILE	
PICK UP CHG	\$2/LOADED MILE	
FUEL	\$5/GALLON	
DEBRIS CHG	\$200	

OWNER: INDIANA METAL, INC.

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RENTER ACKNOWLEDGEMENT OF CHARGES  
 I ACKNOWLEDGE THAT I HAVE REVIEWED AND AGREE TO ALL ESTIMATED RENTER CHARGES AND FEES LISTED ON SUMMARY OF CHARGES AND FURTHER AGREE TO PAY FOR FINAL CHARGES IN ACCORDANCE WITH THE ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT.

**1** Rental Information & Policies

TOTAL RENT, BASED ON THE ESTIMATED CHARGES ABOVE, IS PAYABLE IN ACCORDANCE WITH THE PRE-DETERMINED TERMS THE RENTER HAS WITH INDIANA METAL, INC. IT IS THE RENTER'S RESPONSIBILITY TO FILL THE EQUIPMENT WITH GASOLINE PRIOR TO RETURNING. IF THE TANK IS NOT FILLED, INDIANA METAL, INC. WILL CHARGE A RATE OF \$4/GAL TO FILL TANK AND CHARGE BACK TO RENTER. IT IS THE RENTER'S RESPONSIBILITY TO CLEAN OUT ALL TRASH, DEBRIS, AND/OR LEFT OVER MATERIAL FROM THE TRAILER PRIOR TO RETURNING THE EQUIPMENT TO INDIANA METAL. INDIANA METAL RESERVES THE RIGHT TO CHARGE A SERVICE CHARGE UP TO \$200 FOR ANY DEBRIS LEFT ON THE TRAILER. THE EQUIPMENT MAY ONLY BE USED AND OPERATED IN A CAREFUL AND PROPER MANNER. ITS USE MUST COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS RELATING TO THE POSSESSION, USE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING REGISTRATION AND/OR LICENSING REQUIREMENTS, IF ANY. RENTER SHALL NOT MAKE ANY ALTERATIONS TO THE EQUIPMENT. THE RENTER SHALL MAINTAIN THE EQUIPMENT IN GOOD REPAIR. OUTSIDE OF NORMAL WEAR AND TEAR, THE RENTER IS FINANCIALLY RESPONSIBLE FOR FIXING ANY EQUIPMENT MALFUNCTION OR PROBLEM THEY CAUSE DURING OPERATION. THE RENTER SHALL HAVE THE RIGHTS TO INSPECT THE EQUIPMENT, BOTH BEFORE RENTING AND/OR IMMEDIATELY AFTER RENTAL PERIOD ENDS, DURING INDIANA METAL'S NORMAL BUSINESS HOURS AND WITH AN INDIANA METAL REPRESENTATIVE PRESENT. AT THE END OF THE RENTAL TERM THE RENTER SHALL BE OBLIGATED TO RETURN THE EQUIPMENT TO INDIANA METAL, OR AGREE FOR INDIANA METAL TO COMPLETE A PICK UP, AT THE RENTER'S EXPENSE. INDIANA METAL SHALL INSPECT THE EQUIPMENT UPON RETURN AND IMMEDIATELY NOTIFY THE RENTER OF ANY DAMAGES FOUND. THE RENTER ASSUMES ALL RISK OF LOSS OR DAMAGE TO THE EQUIPMENT FROM ANY CAUSE AND AGREES TO RETURN IT TO INDIANA METAL IN THE CONDITION RECEIVED, WITH THE EXCEPTION OF NORMAL WEAR AND TEAR. IF THE EQUIPMENT IS DAMAGED OR LOST, THE RENTER WILL BE REQUIRED TO PAY FOR INDIANA METAL INC TO REPAIR THE EQUIPMENT TO THE STATE OF GOOD WORKING ORDER OR REPLACE THE EQUIPMENT WITH LIKE EQUIPMENT IN GOOD REPAIR, WHICH EQUIPMENT SHALL BECOME PROPERTY OF INDIANA METAL. LIABILITY FOR INJURY, DISABILITY AND DEATH OF WORKERS AND OTHER PERSONS CAUSED BY OPERATING, HANDLING OR TRANSPORTING THE EQUIPMENT IS THE OBLIGATION OF THE RENTER AND THE RENTER SHALL HOLD INDIANA METAL INC HARMLESS AGAINST ALL SUCH LIABILITY. RENTER SHALL MAINTAIN A LIABILITY INSURANCE OF AT LEAST 200,000. RENTER AGREES TO ADD INDIANA METAL, INC AS ADDITIONAL INSURED ON THEIR AUTO POLICY AND GENERAL LIABILITY POLICY AND PROVIDE INDIANA METAL INC WITH A VALID CERTIFICATE OF INSURANCE. IF RENTER KEEPS THE EQUIPMENT OVERNIGHT, IT IS THE RENTER'S RESPONSIBILITY TO ENSURE THE EQUIPMENT IS IN A SAFE LOCATION AND PROTECTED AGAINST THEFT. IF THEFT DOES OCCUR, IT IS THE RENTER'S RESPONSIBILITY TO MAKE SURE EQUIPMENT HAS APPROPRIATE COVERAGE IN CASE OF THEFT. THE OCCURRENCE OF ANY OF THE FOLLOWING SHALL CONSTITUTE A DEFAULT UNDER THIS RENTAL AGREEMENT: (A) FAILURE TO MAKE A REQUIRED PAYMENT UNDER THIS RENTAL AGREEMENT WHEN DUE; (B) THE VIOLATION OF ANY OTHER PROVISION OR REQUIREMENT THAT IS NOT CORRECTED WITHIN 1 DAY AFTER WRITTEN NOTICE OF VIOLATION IS GIVEN; (C) FAILURE TO RETURN EQUIPMENT AT AGREED UPON TIME. IF RENTER IS IN DEFAULT UNDER THIS LEASE, WITHOUT NOTICE TO OR DEMANDED ON THE RENTER, INDIANA METAL MAY TAKE POSSESSION OF THE EQUIPMENT AS PROVIDED BY LAW AND CHARGE THE RENTER ANY COSTS OF RECOVERY, INCLUDING ATTORNEY FEES, LEGAL COSTS, REPAIR AND TRANSPORTATION FEES.

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RENTER ACKNOWLEDGEMENT OF RENTAL INFORMATION & POLICIES.  
 RENTER AGREES TO ADD INDIANA METAL INC AS ADDITIONAL INSURED ON THEIR GENERAL LIABILITY AND AUTO POLICIES AND PROVIDE INDIANA METAL INC WITH A VALID CERTIFICATE OF INSURANCE