

RENTAL AGREEMENT

DATE: _____, 2020

LESSOR: URBAN RENTER LLC.
7823 Little Fox Lane, Wellington Colorado
(970) 691-9780

LESSEE: _____
Printed Name

Home Address

Phone Number

Drivers License Number

Lessee Signature

DELIVERY: YES: _____ NO: _____

Delivery Address

EQUIPMENT RENTED/ RENTAL PERIOD

TERMS AND CONDITIONS

_____ Rental start and end time

The rental shall begin when the equipment is delivered or picked up by the Lessee. The rental shall end when the equipment is picked up or returned to Lessor. Delivery and pickup shall be scheduled by the Lessee and confirmed by Lessor.

_____ Return of equipment

Lessee agrees to return equipment at its own expense and in good operating condition, order, repair and appearance and free from contamination of fuels or other substances, to the place stated in the contract above. Lessee shall pay for all work necessary to put the equipment to the condition as it was when it was accepted by Lessee. Lessor may self perform such repair work or have repair work completed by others at Lessor's discretion. Lessee agrees to pay rent to Lessor at the daily rate until the equipment has been determined to be in good working condition and ready to be put back into rental service.

Lessee agrees to return the equipment clean and, if equipment uses fuel, Lessee shall replace fuel with appropriate fuel type, unless otherwise agreed. Lessor agrees to provide equipment with a full tank of fuel at the beginning of the rental. Lessor shall provide Lessee ½ gallon of 2-cycle fuel with rental of 2-cycle equipment.

Lessee agrees to promptly return equipment at the end of the specified rental period or upon notice from Lessor.

____ Rates, Overtime rates, Overdue rates.

Lessee agrees the rate provided for this contract are considered straight times rate based on not more than 8 hours per one day rental (daily rental), 40 hours per seven day rental (weekly rental), or 160 hours per twenty eight day (monthly rental). Should the equipment be used longer than the above as indicated by the equipment hour meter for the specific rental period, then the overtime rate shall be based as follows: 1/8th of the daily rate for each hour worked in excess of 8 hours in any one day, 1/40th of the weekly rate for each hour worked in excess of 40 hours in any one week, 1/160th of the monthly rate for each hour in excess of 160 hours in any 28 consecutive days. The overtime rental rate shall be based on the rate specified in the original contract between Lessee and Lessor, such as: hourly, daily, weekly or monthly rental rate.

Lessee agrees to keep the hour meter connected to the equipment and in good working condition at all times and the hour meter shall be used as the conclusive basis for the number of hours of operation. If it is determined that the hour meter is tampered with during the rental period, then there will be an additional charge of 2 times the rental rate plus all repair costs and reasonable attorney fees.

If Lessee fails to return the equipment promptly at the end of the rental term without written approval from Lessor, then additional rental fees shall be payable at 2 times the daily rate. Interest on such arrears shall be charged at a rate of 18% per annum or the highest rate permitted by law from the date of default until the arrears are paid, together with all reasonable collection and attorney fees.

____ Acceptance of equipment

Lessee shall inspect the equipment pursuant to this agreement and shall notify Lessor in writing of any discrepancies between said item of equipment and the description, statement of condition, and valuation of the equipment being rented. If Lessor receives no such written notice within 3 days after possession of equipment then, Lessee shall accepted the equipment as received and to have found the equipment in good, safe, serviceable condition and fit for leasing, accept the valuation.

____ Care and Operation of Equipment.

Lessee assumes all risk and shall use the equipment in a careful and proper manner and under proper control at all times. Equipment shall be used at Lessee's sole cost and expense and comply with and conform to all laws or ordinances and regulations of federal, state and local authorities, instructions of the manufacturer, and the terms of any applicable insurance policies relating to the possession, use, or maintenance of the equipment.

Lessee shall not alter, disfigure, cover up, remove, place other markings on the equipment, for any reason, without written permission from Lessor. Lessee agrees to make no alterations to the equipment without obtaining prior written permission by Lessor. Lessee agrees to keep the equipment in good repair, appearance, operation, and in the same condition and appearance as when it was accepted by Lessee. Lessor shall allowing for reasonable wear and tear.

____ Risk of loss or damage.

Lessee hereby assumes all risks of loss, theft and damage to the equipment due to negligence, improper care, improper operation, improper storage, riots, civil commotion, acts of God, or any other cause whatsoever that may occur during the life of this rental agreement and until the equipment has been returned and accepted by Lessor to be in like condition as compared to when the equipment was rented, less normal wear and tear. Damaged equipment shall be the obligation of Lessee to correct under this rental agreement, and all such obligations shall continue in full force and effect until otherwise discharged by Lessor.

In the event of loss, theft or damage of equipment, including contamination of fluids. Lessee at the opinion of Lessor shall A) place the equipment in good repair: B) Pay Lessor the sum necessary to place the equipment in good repair: C) Replace the equipment with equipment in good repair, which equipment shall thereupon become the property of Lessor and subject to this Lease: D) Pay Lessor the sum necessary to replace the equipment with like equipment in good repair. Upon full payment by Lessee to Lessor then the rental contract shall terminate. Lessee shall fully compensate Lessor the full value of the lost, stolen or damaged equipment.

Lessee obligation to pay rent under this rental agreement shall terminate with respect to said items of equipment and so paid for and received and accepted by Lessor. It is understood that no rental fees shall apply to the payment of such loss, stolen, damage, or repair of equipment. In addition, Lessee assumes all risk of: A) Loss for any injury, disability, death, and for any damages, including contamination or leakage of any fluids or other substance onto or from the equipment to any property, arising out of the operation, handling, storage or transportation of the equipment during the terms of this rental agreement and until such equipment has been returned into the possession and accepted by Lessor: B) Liability and loss for any damage and expense of Lessor arising out of any claim, levy, or legal process issued against the equipment as a consequence of this rental agreement or Lessee's rights thereunder, whether or not the rental agreement has expired: C) Liability and lost for any and all damages and claims whosoever arising out of the entry, repossession or removal of the equipment by Lessor or Lessor's assigned representatives upon default: D) Liability and loss for any penalty whatsoever for any special, liquidated, direct or consequential damage, such as but not limited to lost profits or revenues, time loss, expenses of labor, transportation, installation, removal from the line, or for any other damage or injury suffered by Lessee or any other person while the equipment is inoperable for any reason. Lessee shall protect, defend, hold harmless, and indemnify Lessor, its agents, its servants, and its assigns from and against all losses, damages, penalties, claims, actions, lawsuits, costs, expenses and disbursements of whatever kind of nature.

Right to access equipment

Lessor shall have the right at any time to enter the premises occupied by the equipment during any time equipment is with Lessee and not returned to Lessor.

Lessee's duty to insure

Lessee shall at all times at Lessee's own cost and expense keep the equipment insured in the amount of the termination value of each item of equipment as specified against all risks of loss, or damaged by burglary, theft, vandalism, and fire, against such other risks as covered by endorsement commonly known as supplemental or extended coverage, and against all other risks as Lessor shall require. Lessee shall further maintain at all times at Lessee's own cost and expense a public liability insurance policy upon the equipment against bodily injury including death in the minimum amount of \$100,000 per person and \$500,000 per occurrence and against property damage in the minimum amount of \$100,000 per occurrence. Lessee agrees that all such insurance shall be written by companies reasonably satisfactory to Lessor, shall contain an endorsement in favor of Lessor, and shall contain an agreement of the insuring company not to cancel the same until notice is provided by Lessor. Lessee shall promptly deliver to Lessor evidence of such insurance. Lessee shall at all times and at Lessee's own cost and expense carry and keep in force Worker's Compensation insurance for the protection of all persons working for Lessee or under its authority in, on, or around the equipment. Lessee shall cover any exposure of Lessor under any applicable Worker's Compensation law fully, in all respects, and to the maximum provision for in such law, and shall provide certificates of insurance naming Lessor as an additional insured thereunder.

Events Constituting Defaults

The following events, to the extent permitted by law, constitute default: A) Failure by Lessee to pay any rents or any other sum required hereunder to be paid by Lessee: B) Failure by Lessee to observe, keep or perform any other covenant or condition of this rental agreement: C) Any affirmative act of insolvency by Lessee, or the filing by Lessee of any petition under any bankruptcy, reorganization, insolvency, or moratorium law, or any law for the relief of, or relating to debtors: D) Filing of any involuntary petition under any bankruptcy statute against Lessee, or the appointment of any receiver or trustee to take possession of the property of Lessee, unless and until such petition or appointment is set aside or withdrawn or ceases to be an effect within 30 days of the date of filing or appointment: E) Subjection of the equipment or of any of Lessee's property to any levy, seizure, assignment, application, or sale by any creditor or governmental agency: F) Making by Lessee of an assignment for the benefit of

creditors: G) cessation by Lessee of business as a going concern: H) Any attempts by Lessee to sell, encumber or move (without authorization) the equipment: I) for any reason, Lessor itself feels unsafe.

____ Lessor's right to prevent default.

Should Lessee fail to make any payment or fail to act as herein provided, then Lessor shall have the right, but not the obligation, without notice to or demand to Lessee, and without releasing Lessee from any obligation hereunder, to make or do the same, and to pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the Judgment of Lessor appears to affect the equipment, and in exercising any such rights, incur any liability and expend whatever amounts in its reasonable discretion as it may be necessary therefore, including reasonable attorney fees and expenses. All expenses so incurred by Lessor shall be without demand immediately due and payable by Lessee and shall bear interest at the rate of 18% per annual (or at the highest rate permitted by law, whichever is greater) thereafter until paid.

____ Lessor's right upon default.

On the occurrence of any of the events defined above as constituting a default. Lessee agrees to deliver at Lessee's own cost and expense the equipment to Lessor upon demand and Lessor shall have the right to exercise any one or more of the following remedies without notice to or Demand on Lessee: A) To enter upon the premises occupied by the equipment, take possession of the equipment, remove the equipment, and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect, and apply the proceeds of any such renting (insofar as the rental period thereof coincides with the rental herein), after deducting all costs and expenses incurred in connection with the recovery, repair, storage, and renting of the equipment, in payment of the rent and other obligations due from Lessee to Lessor hereunder. Lessee remaining responsible for any deficiencies: B) To sue for and recover all rents, and other payments, then accrued or thereafter accruing with respect to any and all items of equipment: C) To terminate this lease as to any and all items of equipment: D) To pursue any other remedy at law or in equity.

All remedies, either under this lease or by law or by Equity, or otherwise afforded by Lessor, shall be available to Lessor and its successors and assigns and shall be cumulative and not alternative, and may be exercised currently or separately.

____ Ownership of equipment.

Title or ownership to the equipment shall at all times remain to the Lessor unless transferred to Lessee by sale. Lessee shall have only the right to retain possession of said equipment pursuant to the conditions hereof. Lessee shall not permit the equipment to be affected by any claim, levy, lien, encumbrance, or legal process. Lessee shall give Lessor immediate notice of any event of default or any claim, levy, lien, or legal process attempted or issued against the equipment or against Lessee related to the equipment. Lessee hereby grants to Lessor a security interest in the equipment to secure all amounts due to Lessor under this agreement and any indebtedness at any time owing Lessor by Lessee, which interest may be enforced by Lessor upon any event of default as previously defined in accordance with Lessee's rights state herein.

____ Warranties

Lesser, not being the manufacturer of the equipment or the manufacturer's agent, makes NO Express or implied warranty of any kind whatsoever with respect to the equipment, including but not limited to: merchantability; Fitness for any particular purpose; design or condition; quality or capacity; workmanship compliance with the requirement of any law, rule, specification or contract; patent infringement; or Laten defects. It is agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee at the sole risk and expense of Lessee. In no event shall Lessor be liable for consequential or incidental damages. No oral agreement, guarantee, promise, representation or warranty shall be binding: all prior conversations, agreements or representations related hereto and/or the equipment are integrated here in.

____ General

This lease contains the complete and exclusive agreement of the parties and may not be modified or terminated except as provided herein or by other written agreement signed by a responsible officer of Lessor. If any provision herein is invalid in any jurisdiction in which it is sought to be enforced, then it shall be considered deleted herefrom as to such jurisdiction to the extent of such invalidity and shall not invalidate the remaining provisions. Where a noun form as used herein is inappropriate, the

singular or plural form, whichever is appropriate, shall be deemed substituted therefore. Time is of the essence. All questions relating to the interpretation, enforcement, validity, and performance of this lease shall be governed by and determined under the laws of the state of Lessor's principal place of business. Any choice of action between the parties, whether under this agreement or otherwise, shall be brought only in a court having jurisdiction and venue at Lessor's principal place of business. Any action by Lessee against Lessor for any default under this lease shall be commenced within one (1) year after any such cause of action accrues. Lessee shall pay Lessor all costs and expenses, including freight, storage, transportation, and reasonable attorney fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

Lessee shall not assign this lease or any equipment leased herein, or any interest in said lease or equipment, without Lessor's prior written consent. Lessee shall not pledge, lend, create a security interest in, or sublet the equipment herein, or any item of it, without Lessor's prior written consent, Lessor may assign this lease, any rights thereunder, title and interest of Lessor in and to the equipment, and all rents due or to become due to Lessor hereunder, without Lessee's consent and without notice Lessee: but unless otherwise agreed Lessor shall not because of the assignment be excused from performing any of its obligations and duties hereunder. On request of Lessor or any such assignee of Lessor, Lessee shall furnish a written estoppel certificate, containing a written statement of any amount owing by Lessee on the lease whether the Lessee claims any defenses or offset or makes any other claim against Lessor, and regarding any other matter reasonably requested by Lessor or assignee of Lessor. Lessee's obligation to pay rent under this lease shall not as to any such assignee be subject to any defense diminution, right of setoff, counterclaim, or recumbent whatsoever arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessor and Lessee agree that the rights and obligations under this lease shall insure to and be binding on their respective successors and permitted assigns, subject, however, to the provisions of assignment herein. Unless otherwise terminated as provided herein, this lease will continue in force until all of the equipment specified has been ultimately disposed of by returning to Lessor or purchased by Lessee, and until all the obligations of the parties hereto have been discharged. Any notice to be given under this lease shall be mailed to the party to be notified at the address set forth herein, by registered or certified mail with postage prepaid, and shall be deemed given when so made.