

GENERAL CONDITIONS OF EQUIPMENT RENTAL CONTRACT

RENTAL PERIOD: The rental period shall begin and end on the dates mutually agreed upon in writing by FWS Rents, Inc and the RENTER (such as via signed agreement, invoice, or email confirmation). All rentals are charged on a **daily basis**, with each daily rental period allowing for a maximum of **8 hours** of equipment use per calendar day. Weekly terms should not exceed **40 hours** and monthly terms should not exceed **160 hours**.

If the RENTER exceeds 8 hours of usage within any single day, additional charges will apply based on the hourly overage rate. For example, if the RENTER uses the equipment for 10 hours in one day, they will be charged for 2 additional hours.

Late returns may also be subject to additional charges as outlined in this Rental Contract.

No refunds or discounts will be given for rented equipment that wasn't used. Returning the equipment does not mean FWS Rents, LLC gives up any of its rights under the rental contract.

RENTAL CHARGES: The RENTER must pay the full rental amount for each piece of equipment listed, for the entire rental period. Daily rates are charged for every calendar day, even if the equipment isn't used. The daily rate includes up to 8 hours of use per day. If the equipment is used for more than 8 hours, extra charges will apply.

PAYMENT TERMS: Payment is due in full at the time of rental. No equipment will be released to the RENTER until payment has been received and processed.

EQUIPMENT LOCATION:: The RENTER must not move the equipment from the address listed in the rental contract without FWS Rents, LLC's permission. Upon request, the renter must tell FWS Rents, LLC exactly where the equipment is located.

INSPECTION:: The RENTER must provide the equipment's location when asked. FWS Rents, LLC or its representatives can visit the site at any reasonable time to inspect the equipment. If they believe the equipment is being overused, misused, or not properly maintained, they may remove it without notifying the RENTER

MAINTENANCE AND OPERATION: The RENTER must use the equipment carefully and avoid rough or careless use. The RENTER is responsible for keeping the equipment in good working condition at their own expense and must return it in the same condition as when rented, except for normal wear and tear. However, damage like tracks worn down to the core is *not* considered normal wear and tear and will be charged to the RENTER. The RENTER is fully responsible for using the equipment safely and only as intended by the manufacturer.

REPAIR FOR DAMAGE, LOSS OR THEFT: If any equipment is lost, stolen, or returned damaged (beyond normal wear and tear), the renter must pay the full cost to repair or replace it. FWS Rents, LLC will issue an invoice, which will determine the amount owed for the repair or replacement.

CONDITION OF EQUIPMENT UPON RETURN: The equipment must be returned in the same condition as received, allowing for normal wear from reasonable use. If it is returned excessively dirty or in poor condition, a cleaning fee will be charged. If the fuel tank is not full upon return, the RENTER will be charged for the fuel at the rate listed in the rental contract.

DISCLAIMER OF WARRANTIES::

FWS Rents, LLC does not guarantee the performance of the rented equipment and makes no warranties beyond those provided by the manufacturer. However, FWS Rents, LLC will make reasonable efforts to repair the equipment or replace it with similar equipment, if available, as soon as practicable once the RENTER returns the faulty equipment.

FWS Rents, LLC is not responsible for any loss, damage, or injury to the renter or others caused by defects in the equipment, whether obvious or hidden.

NO SUBLETTING OR ASSIGNMENTt: The RENTER may not sublet the equipment or transfer any part of this contract without FWS Rents, LLC's permission.

INDEMNITY: The RENTER agrees to protect and not hold FWS Rents, LLC responsible for any injuries, property damage, or other losses, including repossession or claims of warranty issues.

The RENTER must also pay any reasonable legal fees, expenses, or costs that FWS Rents, LLC incurs to protect its rights or collect money owed under this contract.

RISK OF LOSS: FWS Rents, LLC is not responsible for any loss or damage to the renter's property, materials, or equipment—or that of their employees, agents, or suppliers—while under the renter's control.

The renter is encouraged to get insurance to cover these risks. Both the renter and their insurance company give up the right to seek repayment from FWS Rents, LLC for such losses.

AUTHORIZATION AND AGREEMENT OF TERMS: The RENTER agrees to follow all terms listed in the General Conditions of Equipment Rental Contract.

The RENTER may not use the equipment as collateral or transfer any interest in it. FWS Rents, LLC can end the rental contract immediately if the RENTER fails to make payments on time or files for bankruptcy.

The RENTER also authorizes **FWS Rents, LLC.** to charge the credit card on file for all rental fees, extra charges, cleaning or late return fees, and any damage costs beyond normal wear and tear, including full replacement costs if needed.

ENTIRE AGREEMENT: This contract is the complete agreement between FWS Rents, LLC and the RENTER. It can only be changed or updated with a written agreement signed by both parties.