

## EQUIPMENT RENTAL AGREEMENT

GAINES CONSTRUCTION RENTALS, LLC

14106 Tomentosa Ave., Riverview, FL 33569

(813) 322-2668 | rent@gainesrentals.com

### 1. Acceptance of Rental Terms Upon Pickup or Use

Lessee acknowledges and agrees that by picking up, receiving, loading, transporting, possessing, or using the rental equipment, Lessee has reviewed, understood, and agreed to all terms and conditions of this Equipment Rental Agreement, whether or not this agreement has been physically or electronically signed. Possession or use of the equipment constitutes full acceptance of all terms herein. Acceptance may also be evidenced by electronic communication, including email or text message confirmation.

### 2. Binding Effect Without Signature

This agreement shall be binding upon Lessee upon pickup, delivery, possession, or use of the equipment, regardless of whether Lessee has signed this agreement.

### 3. Equipment Condition at Pickup

Lessee acknowledges that the equipment is received in good working condition unless otherwise documented at the time of pickup or delivery. Once the equipment leaves Lessor's possession, Lessee assumes full responsibility for loss, theft, damage, misuse, or improper operation.

### 4. Flip Agreement

In the event the equipment tips, overturns, rolls, or is laid on its side or end for any reason, Renter shall immediately shut down the equipment (if running) and shall NOT attempt to restart, operate, or move the equipment. Renter must immediately notify Gaines Construction Rentals and await further instruction. Any attempt to restart or operate the equipment after a tip-over or rollover event may cause severe engine, hydraulic, or mechanical damage. All damage resulting from a tip-over, rollover, or restarting/operating the equipment after such an event is the sole responsibility of the Renter and is not considered normal wear and tear. This includes, but is not limited to, engine damage, oil starvation, hydraulic contamination, structural damage, labor, transport, and loss of rental revenue.

### 5. Rental Fees & Payment / Credit Card Authorization

Payment is due upon pickup or delivery. Late returns will incur additional charges. Lessee authorizes Lessor to charge the credit card on file for all rental fees, damages, late fees, cleaning fees, recovery costs, or other charges due under this agreement. Lessee agrees to contact GAINES Construction Rentals, LLC in writing to resolve any billing dispute prior to initiating a chargeback with any financial institution.

### 6. Cancellations & No-Show Policy

Lessee may cancel a reservation by providing at least seventy-two (72) hours' notice prior to the scheduled pickup or delivery time. Cancellations made with less than seventy-two (72) hours' notice, or failure to pick up the equipment as scheduled ("no-show"), may result in forfeiture of any deposit paid. Lessor may also charge up to one (1) day's rental rate for late cancellations or no-shows at Lessor's discretion.

#### 7. Use of Equipment / Improper Operation

Lessee agrees to operate the equipment in a safe, lawful, and manufacturer-recommended manner. Only trained and authorized individuals may operate the equipment. No modifications are permitted. Damage caused by excessive spinning, zero-turn maneuvers, curb strikes, improper terrain use, overloading, or failure to operate the equipment as instructed shall be charged to Lessee and shall not be considered normal wear and tear.

#### 8. INSURANCE, TOWING LIABILITY & INDEMNIFICATION

Lessee shall maintain automobile liability insurance with a minimum limit of \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury and property damage. Lessee's insurance shall be primary and non-contributory to any insurance maintained by GCR. Lessee assumes full responsibility for towing, transport, and any damage occurring during the rental period and agrees to defend, indemnify, and hold harmless Gaines Construction Rentals, LLC from any claims arising from possession, transport, or operation of the equipment.

#### 9. Late Return / Holdover

Lessee agrees to return the equipment on or before the agreed return date and time. Late returns may result in additional charges including the applicable daily rental rate plus a late fee of \$150 per day. Failure to return the equipment constitutes material breach of this agreement.

#### 10. GPS Tracking & Termination

Rental equipment may contain GPS tracking devices for theft prevention and recovery. Lessee consents to such monitoring during the rental period. Lessor reserves the right to terminate this agreement and recover the equipment if terms are violated.

#### 11. Third-Party Pickup / Authorized Agent

Lessee may authorize a third party to pick up, transport, operate, or return rental equipment. Lessee remains fully responsible for all obligations under this agreement.

#### 12. Governing Law

This agreement shall be governed by the laws of the State of Florida.

#### 13. Acknowledgment of Understanding and Agreement

Lessee acknowledges that Lessee has read, understands, and agrees to all terms and conditions contained in this Equipment Rental Agreement in its entirety.