



Martin Leasing, Inc.
 18405 115th Avenue
 Orland Park, IL 60467-9489

(708) 349-8430 Phone
 (708) 349-4230 Fax
 www.martinimplement.com

Ship to:

Invoice to:

Branch		
Date	Time	Page
Account No.	Phone No.	Contract No.
Ship Via	Purchase Order	
Sales Tax No.		
	Salesperson	

RENTAL CONTRACT

PAYMENT TERMS: Cash, net 15th of month following transaction or terms specified by applicable credit plan. A monthly service fee of 1 ½ % (annual rate of 18%) to be charged on all past due balances.

INSURANCE: Lessee acknowledges that he has been advised by Lessor to insure the equipment in case of injury, loss or damage. Lessee accepts _____(initial) or declines _____(initial) physical damage insurance with \$1,000 deductible (see reverse for details). Lessee must provide evidence of general liability coverage before commencement of the initial rental period.

INSPECTION: Lessee acknowledges that he has personally had an opportunity to inspect the equipment, and finds it suitable for his needs and in good condition, and understands its proper use. Lessee further acknowledges his duty to inspect the equipment prior to use and notify Lessor of any defects. Please note any apparent damage at start of rental.

FUEL CHARGE APPLIES TO RENTALS RETURNED WITH LESS THAN A FULL TANK.

BY SIGNING THIS LEASE, LESSEE AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE HEREOF. ANY DIFFERENT OR ADDITIONAL TERMS, WHETHER WRITTEN OR OTHERWISE, ARE HEREBY OBJECTED TO AND SHALL HAVE NO LEGAL FORCE OR APPLICABILITY WHATSOEVER. THIS AGREEMENT MAY BE SIGNED AND DELIVERED BY FACSIMILE AND SHALL BE BINDING ON THE PARTIES.

LESSEE SIGNATURE: _____

DATE ACCEPTED & APPROVED _____

GENERAL TERMS & CONDITIONS

- 1. RENTAL RATES.** Rental rates shall apply for the entire time equipment is away from Lessor's place of business regardless of weather. No allowance will be made for non-operation because of holidays, strikes, weather or any other reason unless immediate notice is given by Lessee and prior approval is received from Lessor.
- 2. LOADING, UNLOADING AND TRANSPORTATION.** For rentals where Lessee is transporting the equipment, Lessee, at its own expense and risk shall perform all loading, unloading, installing, dismantling and hauling. For rentals where Lessee has hired Lessor to transport the equipment, Lessor is responsible for loading, unloading and hauling. All rental rates are F.O.B. Lessor's yard.
- 3. DEFINITION OF RENTAL PERIODS.** One day is one 24 hour period or eight hours use, whichever comes first. One week is seven calendar days, five working days or 40 hours use, whichever comes first. One month is thirty calendar days, twenty working days or 160 hours use, whichever comes first.
- 4. INSURANCE.** The Lessee, at his own expense, maintains all applicable liability insurance to cover any and all losses while said equipment is in the Lessee's possession. Lessee shall provide full workers compensation insurance and other employee coverage required by law. In addition, Lessee shall maintain physical damage coverage unless purchased through Lessor. Lessor's physical damage insurance covers theft, vandalism, fire, flood and hailstorm. Damage caused by Lessee is not covered. All such insurance shall insure both Lessor and Lessee. Evidence of such coverage shall be provided to Lessor before commencement of the initial rental period.
- 5. REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify Lessor who will replace the equipment in good working order, if available. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise. Replacement of the equipment and credit for down time shall be Lessee's sole remedy. Lessee waives any claim for consequential or incidental damages.
- 6. WARRANTIES.** There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for Lessee's intended use, nor that it is free from defects. Lessor has made no warranty regarding the equipment except that it will be in good operating condition when loaded for transit.
- 7. INDEMNITY.** Lessee agrees to indemnify and reimburse Lessor for all liabilities, including attorneys fees and costs, of Lessee, his agents or third parties arising out of the use of the goods or a breach of this contract by Lessee, including those arising from Lessor's negligence or the negligence of third party.
- 8. PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract:
 - Use for illegal purposes or in an illegal manner.
 - Use when the equipment is in bad repair or is unsafe.
 - Improper, unintended use or misuse.
 - Use by anyone other than Lessee or its employees, without Lessor's written permission.
 - Use at any location other than the address furnished Lessor without Lessor's permission.This is not intended to be a complete list of prohibited uses.
- 9. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** Lessor may assign his rights under this contract without Lessee's consent, but will remain bound by all obligations herein. Lessee may not sublease or loan equipment without Lessor's written permission. Any purported assignment by Lessee is void.
- 10. MAINTENANCE OF EQUIPMENT.** Lessee shall be responsible for daily service of the equipment. This includes, but is not limited to, greasing, checking fluid levels, air filter checking and any other minor attention that might reasonably be expected. On long-term rentals, the Lessee is responsible for calling Lessor after every 100 hours of use (based on equipment's tachometer). Lessor would then be responsible for engine oil changes and similar maintenance.
- 11. DIRTY, DAMAGED OR LOST EQUIPMENT.** Lessee agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except for reasonable wear and tear, while the goods are out of the possession of the Lessor. Also, if Lessee returns equipment which is excessively dirty or muddy, with chemical damage to paint, or debris or wire tangled in the equipment, Lessee will be charged for restoring the equipment to look and function as it did prior to the rental.
- 12. COLLECTION COSTS AND GOVERNING LAW.** Lessee agrees to pay all costs involved in collection of the charges or enforcement of Lessor's rights under this contract including but not limited to: attorney's fees, collection agency fees, court costs, deposition and transcript fees, expert witness fees, sheriff's fees, special process server and skip tracing fees, repossession fees and bond cost. Lessee consents to jurisdiction and venue for the enforcement of any term of this lease with the Circuit Court of Will County, Illinois or any adjacent county at Lessor's sole election. Illinois law will apply to this transaction.
- 13. REPOSSESSION.** Upon a failure to pay rent or other breach of this contract, Lessor may terminate this contract and take possession of and remove the goods from wherever they are located, and Lessor and its agents shall not be liable for any claims for damage or trespass arising out of the goods. Lessee further agrees to reimburse Lessor for all costs and attorneys' fees associated with repossession.
- 14. TERMINATION.** Lessee may terminate this Lease at any time after the initial rental period, by returning the equipment to the Lessor. Lessor may terminate the Lease at any time by sending written notice to Lessee by regular mail, FAX, or any other method of delivery. Upon sending of Notice of Termination, Lessee shall immediately return the equipment to Lessor. If Lessee fails to return the equipment within two days after Notice of Termination, Lessee shall be liable for double the Rent specified herein until the equipment is delivered to Lessor. If the owners of Lessee fail to return the equipment within two days of the Notice of Termination, they shall be guilty of theft and conversion.
- 15. FAILURE TO RETURN GOODS DURING BUSINESS HOURS.** In the event the goods are not returned during Lessor's regular business hours, Lessee agrees to pay for any damage to or loss of the goods occurring between the time of return and the commencement of Lessor's next business day.
- 16. DISCLAIMER OF MANUFACTURE.** Lessee agrees that Lessor is neither the manufacturer of the goods nor the agent of the manufacturer.
- 17. USE OF GOODS.** Lessee agrees that the goods shall be used only by persons competent in their operation and further agrees that it is solely responsible to providing competent operators.
- 18. TITLE.** This agreement is not a contract of sale. Title of the goods is, and shall remain, in Lessor.
- 19. OPTION TO PURCHASE.** Unless a written agreement to rental/purchase the equipment described herein is completed, no option to purchase exists and all rentals paid will be considered non-applicable to any purchase of this equipment.
- 20. TAXES.** The Lessee agrees to pay and indemnify Lessor for all taxes incurred in connection with the rental of the equipment including the Chicago Transaction Tax and any other similar tax.
- 21. LAWS.** The Lessee agrees to comply with and conform to all Municipal, State and Federal laws relating to the operation of said equipment and to pay all costs and expenses of every character occasioned by or involving the use or operation of the equipment.
- 22. SEVERABILITY.** The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
- 23. SUBROGATION.** In the event of any loss or damage to the rented equipment, Lessor will be subrogated to Lessee's rights of recovery against any person, firm or corporation. Lessee will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. It will cooperate fully with Lessor or its insurers in the prosecution of those rights and will not take any action to prejudice Lessee's rights.
- 24. SECURITY.** Lessee hereby assigns, as security for the payment of all monies to become due pursuant to this agreement, all of its existing or herein after acquired: accounts receivables, claims, equipment, accounts and assets of whatever kind and the proceeds thereof. Lessee authorizes Lessor and its representatives as its attorney-in-fact to file UCC - Financing Statements evidencing this agreement.
- 25. NOTIFICATION OF DEFECT OR INJURY.** Lessee agrees that he will notify Lessor immediately upon the occurrence of any injury or the discovery of a defect in the equipment.
- 26. LESSOR WILL IN NO EVENT HAVE LIABILITIES FOR DAMAGE AS A RESULT OF THE SUPPLYING OF EQUIPMENT OR ITS USE OR THE FURNISHING OF ANY SERVICES HEREUNDER.**
- 27. THIS WRITING IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO ORAL REPRESENTATION BY ANY EMPLOYEE OF LESSOR SHALL BE BINDING UPON IT OR ENFORCEABLE. LESSEE'S EXECUTION OF THE AGREEMENT AND/OR ACCEPTANCE OF DELIVERY OF ANY PART OF EQUIPMENT TO BE FURNISHED HEREUNDER WILL CONSTITUTE LESSEE'S ACCEPTANCE OF THE PROVISIONS CONTAINED HEREIN, AND THE EXCLUSION OF ANY TERMS AND CONDITIONS OTHERWISE STATED BY LESSEE OR CONTAINED IN LESSEE'S PURCHASE DOCUMENTS WHICH CONFLICT WITH OR LIMIT THE PROVISIONS CONTAINED HEREIN.**
- 28. Lessee agrees to all terms and conditions on this page _____(initial).**