

**RENTAL TICKET**

Seller/Lender Company Name:  
 Address:  
 Phone Number/Contact Name:

<b>Lessee:</b>		<b>Job Name:</b>					
<b>Lessee Address:</b>		<b>Job Address:</b>					
<b>Office Phone:</b>		<b>Job Phone:</b>					
<b>Customer Number:</b>		<b>General Contractor on Job:</b>					
Equipment		Rental Rate	Moving Charge	Time		Total Hours	Total Charges
Type	No.	Operator	hour/load	hour/load	hour/load	hour/load	/loads
Dump Charge per load _____ x Total loads							
<b>TOTAL DUE:</b>							\$

REMARKS:

This Agreement is subject to all terms and conditions on the reverse side. No work will begin until a signed copy of this Agreement is returned to Lessor's office. Undersigned agrees to hourly rental rates, moving charge, and dump charges quoted.

ACCEPTANCE:

Signature, Authorized Representative of Lessee

Date

The hourly rental rates, moving charge, dump charges quoted and above final times and total charges are hereby accepted.

ACCEPTANCE:

Signature, Authorized Representative of Lessee

Date

1. Lessee acknowledges that the equipment and labor described is not a part of any existing contractual obligation of Lessor. It is agreed that this shall be incorporated into and become a part of any future agreement made for the supply of the described equipment.
2. Minimum charge on dump trucks shall be four hours per day and all other equipment eight hours per day. Overtime will be charged at twice the rental rate stated for working before 7:30 a.m., through lunch, or after 4:00 p.m.; for working more than eight hours in any day; for working Saturdays, Sundays, and holidays. There will be a minimum charge of one (1) hour per day to and from the job site for all trucks in addition to actual time worked at the job site. Moving charges will be charged for moving equipment in and moving equipment out on rentals of less than 10 hours, but only for moving the equipment in on rentals of more than 10 hours duration.
3. Charges are due and payable upon completion of each day's work unless a Credit Agreement has been accepted by Lessor. Lessor may request evidence of payment at the delivery site prior to the delivery of equipment. Quoted price is based upon representations made by Lessee to Lessor concerning the work and the work schedule. Lessee agrees that Lessor shall be compensated at Lessor's normal rates for any different or additional work or schedule requested by Lessee. Lessee agrees to provide Lessor unencumbered access from a reasonable unloading site to the point of delivery.
4. Lessee shall continue to be responsible for rental charges when equipment stops operation due to inclement weather or any other cause except equipment failure. Lessor shall not be responsible for damage or delay due to strikes, fires, accidents, or other causes beyond its reasonable control. Lessor will not be liable for any damages and back charges will not be accepted without prior notification, an opportunity to view, correct or otherwise cure and approval of the back charge by Lessor. Lessee's sole and exclusive remedy and Lessor's limit of liability for any and all losses or damages from any cause shall be for the rental charge of the particular equipment with respect to which losses or damages are claimed. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, AGAINST LIENS, INFRINGEMENT, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LESSOR OR ANY OF THEIR PARENTS OR AFFILIATES, OR ANY OF ITS/THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE HEREUNDER OR IN CONNECTION HEREWITH FOR ANY SPECIAL, RELIANCE, CONSEQUENTIAL, DELAY, EXEMPLARY, PUNITIVE, INCIDENTAL, LIQUIDATED, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFITS, INCOME, USE, OR TIME, WHETHER IN CONTRACT, TORT, OR OTHERWISE.** Lessee shall be responsible for all damages, fines and penalties caused by overloading the equipment. Lessee shall make a careful inspection at the time of delivery. Lessee's failure to give written notice specifying any claim within ten (10) days of delivery shall constitute an unqualified acceptance of the equipment delivered and a waiver of all claims. Lessor will not be liable for any damage, warranty or remedy and back charges will not be accepted without prior notification, an opportunity to view and repair, replace or otherwise cure.
5. Lessee is solely responsible for the use, guidance, and control of this leased equipment, although operated by Lessor's employee. Lessee hereby agrees to indemnify and save harmless the Lessor from all claims of any nature arising out of or in consequence of the use or operation of this leased equipment. Lessee shall indemnify and hold harmless Lessor and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, incurred in enforcement of this agreement by Seller, or arising out of this agreement or resulting from the performance of the work or rental of the equipment described if any such claim is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, only to the extent caused in whole or in part by any negligent act or omission of Lessee, any sub-contractor, employee, agent, or anyone else directly or indirectly employed by any of them or by any third person, regardless of whether or not it has also been caused in part by a party indemnified hereunder.
6. Lessor shall be relieved of any obligation hereunder if Lessee, in Lessor's sole determination, is in breach of this or any other agreement between Lessee and Lessor. **Lessee agrees that any amount not paid within 30 days of invoice date will carry interest at the rate of 1 1/2% per month from the date due, both before and after judgment, and further agrees to pay all costs incurred in collection, including attorney's fees in the amount of 33% of the total balance due if this account is placed with an attorney for collection and all reasonable legal fees incurred by Lessor in the event of any other dispute, whether suit is filed or not.** Lessee expressly agrees to submit to personal jurisdiction in Virginia and that the forum for any litigation pursuant to this agreement, whether suit is brought by Lessee or Lessor, shall be Fairfax County, Virginia. This Agreement shall be governed by and construed in accordance with the laws of Virginia, without regard to its conflicts of laws principles.
7. Lessee agrees that all funds owed to Lessee from anyone or received by Lessee to the extent those funds result from the labor or materials supplied by Lessor shall be held in trust for the benefit of Lessor (Trust Funds). Lessee agrees it has no interest in Trust Funds held by anyone, to segregate and to make no use of, except to promptly account for and transmit to Lessor all such Trust Funds no later than on demand. All mechanic's lien, payment bond or similar waivers or restrictive endorsements on checks shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for 90 days thereafter. Lessee agrees that Lessor retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents may imply otherwise. Lessee further agrees that Lessor has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary.
8. The undersigned hereby individually guaranty Lessee's performance of this Agreement.