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BLUEGRASS EQUIPMENT RENTALS LLC
EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement ("Agreement") is entered into between BLUEGRASS EQUIPMENT RENTALS LLC, a Kentucky limited liability company, ("Lessor"), and the undersigned customer ("Lessee").

1. **Equipment**. Lessor agrees to rent to Lessee the following equipment ("Equipment"):

   Description:_____ Serial/ID No.: _____

   Title to the Equipment shall at all times remain with Lessor. Lessee shall not remove the Equipment from the following location, _____, without Lessor's consent, and shall provide the Equipment's location to Lessor upon request. Removal of the Equipment without Lessor's consent shall constitute a default under this Agreement.
2. **Rental Term**. Rental begins on _____and ends on ____, unless terminated earlier under this Agreement. Continued possession after the end date constitutes a holdover and will be billed at $ per day until returned. Equipment shall be returned no later than one (1) hour prior to Lessor's close of business on the end date. If the end date falls on a day Lessor is closed, Equipment shall be returned on the next day Lessor is open for business within thirty (30) minutes after opening.
3. **Payment.** Lessee agrees to pay rental fees of $_____per (day/week/month). Payment is due at start of rental term. Fees for holdover of equipment beyond the rental period will be billed at a rate of two (2) times the above daily rate, per day. Lessee is responsible for all collection costs, repossession costs, and reasonable attorney's fees. All payments are non-refundable except as expressly provided in this Agreement or agreed in writing by Lessor.
4. **Security Deposit; Payment Authorization.** Lessor may require a security deposit and/or a valid credit or debit card to be kept on file. Lessee authorizes Lessor to charge any amounts due under this Agreement, including but not limited to rental fees, holdover charges, damage, loss, cleaning, refueling, and any other amounts owed, to such card without additional notice. Any security deposit may be applied by Lessor to amounts owed and, if not applied, shall be returned to Lessee within a reasonable time after return of the Equipment. Such charges may be processed at any time amounts become due.
5. **Condition; No Warranties.** Lessee acknowledges that it has had the opportunity to inspect the Equipment and accepts it in its present condition. **THE EQUIPMENT IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
6. **Use of Equipment.** Lessee shall:
   (a) Use the Equipment only for lawful purposes, in a safe manner, and take reasonable steps to secure the Equipment when not in use;
   (b) Operate the Equipment in accordance with all instructions and applicable laws (including, without limitation, applicable utility location requirements such as contacting Kentucky 811/"Call Before You Dig" where required);
   (c) Not sublease or allow unauthorized use;
   (d) Not permit any individual under the age of 18 to operate the Equipment;
   (e) Be responsible for all operators, including employees, contractors, or agents;
   (f) Be personally responsible for compliance with this Agreement if Lessee is an individual;
   (g) Not use the Equipment while under the influence of alcohol, drugs, or any impairing substance.
7. **Lessee Competency.** Lessee warrants that it is properly trained, qualified, and/or competent to operate and use the Equipment, as applicable, and will ensure that any person operating the Equipment is likewise trained and competent.
8. **No Assignment.** Lessee may not assign or transfer this Agreement without Lessor's prior written consent.
9. **Delivery and Transportation**. If the Equipment is delivered by Lessor, risk of loss shall pass to Lessee upon delivery. If the Equipment is transported by Lessee, Lessee assumes all responsibility for loading, transportation, and unloading, and all risk of loss during such transport.
10. **Maintenance & Return.** Lessee is responsible for routine care and shall return the Equipment in the same condition as received, ordinary wear and tear excepted, with all fluids/consumables at the same levels (unless otherwise agreed) including, without limitation, return with full fuel and oil levels. Cleaning/refuel fees may apply and may be charged by Lessor at its standard rates.
11. **Fuel Refill Requirement** Customer acknowledges that all equipment is delivered with a documented fuel level. Customer agrees to return the equipment with the same fuel level as provided. If the equipment is returned with less fuel, Customer authorizes Bluegrass Equipment Rentals to charge **$8.00 per gallon** for the difference, which may include an additional service or refueling fee if applicable.
12. **Damage or Loss.** Lessee assumes all risk of loss or damage to the Equipment during the rental term, regardless of cause, including loss due to theft, misuse, or failure to secure the Equipment. Lessee shall promptly notify Lessor of any loss, theft, or damage to the Equipment. Lessee agrees to pay for repair or replacement at fair market value, as determined by Lessor. Lessor's determination of repair or replacement cost shall be conclusive absent manifest error. Lessee shall remain liable for such loss or damage regardless of fault. Lessee shall be responsible for all downtime or loss of use

resulting from damage, to be calculated at the daily rental rate set forth above multiplied by the number of days the Equipment is out of service.

13. **Equipment Alteration, Defacement, and Decals**. Renter shall not alter, modify, deface, mark, paint, or otherwise change the appearance of any rented equipment without prior written authorization from Bluegrass Equipment Rentals. Renter is expressly prohibited from removing, covering, altering, tampering with, or damaging any manufacturer decals, safety or warning labels, identification plates, serial numbers, service or maintenance stickers, Bluegrass Equipment Rentals logos, or other identifying markings. Renter shall not attach or apply any personal stickers, company logos, advertisements, decals, graphics, graffiti, or other unauthorized markings to the equipment. Any violation of this provision shall result in a minimum administrative and restoration charge of $100.00 per occurrence, plus all additional costs incurred for removal, replacement, cleaning, labor, materials, repairs, and restoration of the equipment to its original condition. Renter agrees to be financially responsible for all such charges, which may be assessed following inspection of the equipment upon return.
14. **Cleaning Standards.** Lessee shall return the equipment in a reasonably clean condition. Should the equipment be returned with excessive mud, dirt, or debris beyond normal operational residue, Lessee shall incur an additional cleaning fee of fifty dollars **($50).**
15. **Insurance**. Lessee shall, at its own expense, maintain insurance coverage sufficient to cover the Equipment and Lessee's use thereof, including liability and property damage coverage. Upon request, Lessee shall provide proof of such insurance to Lessor. If Lessee does not provide proof of such coverage, Lessee agrees to purchase insurance coverage offered by Lessor (if available). Regardless of whether insurance is provided by Lessee or obtained through Lessor, Lessee remains fully responsible for all loss or damage to the Equipment and all obligations under this Agreement.
16. **Indemnification.** Lessee agrees to indemnify, defend, and hold harmless Lessor from and against any and all claims, damages, losses, liabilities, and expenses (including attorney's fees) arising out of or related to Lessee's possession, use, or operation of the Equipment.
17. **Limitation of Liability.** To the fullest extent permitted by law, Lessor shall not be liable for any indirect, incidental, special, or consequential damages, including loss of profits or business interruption.
18. **Default.** If Lessee fails to comply with this Agreement, Lessor may terminate the rental, enter Lessee's premises or any location where the Equipment is believed to be located, to the extent permitted by law, recover the Equipment, and pursue all available remedies.
19. **Electronic Records.** Lessee acknowledges that information collected and stored through Lessor's rental management system (including identification, insurance information, and payment information) may be used in connection with this Agreement and shall be deemed part of the parties' records relating to this transaction.
20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any legal action or proceeding arising under this Agreement shall be brought exclusively in a court of competent jurisdiction located in Boyd County, Kentucky. To the extent permitted by law, the Lessee waives any right to a trial by jury in any action arising out of this Agreement.
21. **Time is of the Essence.** Time is of the essence with respect to all obligations under this Agreement.
22. **Entire Agreement.** This Agreement constitutes the entire agreement and may only be modified in writing.
21 **Severability.** If any provision is held invalid, the remaining provisions shall remain in full force and effect.

Acknowledgment and Authority

The undersigned represents that they are an individual of sound mind, acting on their own behalf or, if acting and signing on behalf of an entity, are duly authorized to bind such entity, have read and understand this Agreement, and agree to be bound by its terms. If the undersigned is not authorized to bind such entity, the undersigned agrees to be personally bound by all terms of this Agreement as if the undersigned were the Lessee.

Lessor: **BLUEGRASS EQUIPMENT RENTALS LLC**

Authorized Signer's Name:_____

Signature:_____

Date: _____

Lessee:_____

Authorized Signer's Name: _____

Signature:_____

Date: _____