## General Information

- Our store locations are open during Monday through Friday from 7:30am to 5:00pm, and on Saturday from 8:00am to 12:00pm EST.
- We sell and rent quality equipment daily.
- We provide delivery and pickup of equipment for an additional fee.
- Our priority is to supply you with quality equipment and service. Our quick, responsive service crew will rectify any problems, should they arise.
- Weekend and holiday rates are as follows:
  - We charge ½ day's rent for Sunday's and holidays.
  - Equipment rented on a Saturday (or the day before a holiday) before 10:00am is charged 1½ day's rent if the equipment is returned by 9:00am on the following business day.
  - o Equipment rented on a Saturday (or the day before a holiday) after 10:00am is charged one day's rent if the equipment is returned by 9:00am on the following business day.
- All prices and availability are subject to change.

## **Company Policies**

- 1. Delivery of the goods to Renter is expressly conditioned upon Renter's consent and assent to the terms and conditions stated herein. In the case of any inconsistency of any kind whatsoever, the printed portions of this contract shall be controlling. The terms and conditions of this contract shall constitute entirely the terms and conditions between the parties with respect to the transaction covered hereby and no waiver, alteration, or modification shall be binding on East Ky. Rental unless in writing and signed by an authorized officer of East Ky. Rental at its corporate office.
- 2. If Renter fails to execute this contract, East Ky. Rental delivery of the goods shall be deemed Renter's consent and assent to the terms and conditions hereof.
- 3. Upon delivery of the goods, Renter shall immediately inspect and test such goods and notify East Ky. Rental if the goods are not in good, safe and serviceable conditions, or fit for use. When Renter takes delivery of the goods, acceptance of such delivery constitutes irrevocable acceptance of the goods "as is" by Renter, and Renter shall be bound to pay the rental charges in accordance with the terms of the Rental Agreement.
- 4. Renter hereby assumes all risk of loss, theft, damage or destruction, partial or complete, of the goods from any and every cause whatsoever commencing with delivery of the goods to Renter, or an agent of Renter. This risk of loss shall continue until the goods are in the actual possession of East Ky. Rental, or an agent of East Ky. Rental, during regular business hours and in rentable condition. When goods are delivered by East Ky. Rental to Renter's job location, Renter must call East Ky. Rental to arrange to have the goods picked up and to obtain a pickup number, at which time rental charges will stop accruing. Notwithstanding the foregoing, the risk of loss shall continue with Renter until the goods are actually picked up by East Ky. Rental.
- 5. In no event shall East Ky. Rental be liable to Renter for damages (including but not limited to compensatory, consequential or punitive damages), delays or other losses caused by Renter's use or possession of the goods, including but not limited to, defective goods, workmanship or otherwise.
- 6. All goods rented by Renter will be used at Renter's sole risk. Renter will indemnify and hold East Ky. Rental harmless from any and all liabilities and claims arising out of Renter's use and/or possession of the goods.
- 7. Rental charges are based upon use of goods for eight hours on daily rentals, forty hours on weekly rentals, and one hundred sixty hours on four week rentals. Renter shall be assessed an additional charge for use of goods exceeding these timeframes.
- 8. In addition to the rental charges accrued, East Ky. Rental will charge Renter at the replacement cost for all goods lost, stolen, and/or damaged beyond repair on the date evidence is actually provided to East Ky. Rental of said loss or damage. Additionally, Renter agrees it will be charged for the cost of repairs to goods damaged while in Renter's possession, whether such repairs are made, and whether East Ky.

Rental retains a third party to make such repairs or completes those repairs itself. To the extent any goods are not timely returned to East Ky. Rental, East Ky. Rental may deem the goods stolen.

- 9. Renter will be assessed a cleaning charge on all goods returned unclean.
- 10. Renter will be charged for repair or replacement of all flat and/or damaged tires.
- 11. This agreement is a Rental Agreement only and the Renter has not and shall not acquire, except as expressly stated herein, any right, title or interest to the goods rented and it is expressly agreed that such goods shall at all times remain the personal property of East Ky. Rental.
- 12. Renter shall be liable for and pay East Ky. Rental cost and expenses, including reasonable attorney's fees and court costs, arising out of or relating to this agreement and the delivery of goods and enforcement of East Ky. Rental rights or remedies pursuant thereto. Failure of East Ky. Rental to insist upon the terms and/or conditions stated herein at any time or under any circumstances shall not be deemed a waiver of such terms at any other time under similar or same circumstances.
- 13. If any of the terms and conditions of this contract are deemed to be invalid or unenforceable by a court of competent jurisdiction, the parties agree that the other terms of this agreement shall be binding and enforceable, and such unenforceable and invalid terms and conditions shall be construed to be enforceable to the fullest extent provided by law.