

## Side One

**1. ENTIRE CONTRACT AND MODIFICATION.** This contract represents the entire Agreement between You and **Robinsons** and may not be amended or modified, except by a subsequent written agreement signed by both You and Us.

**2. SEVERABILITY.** Should any provision of this Rental Contract be held to be invalid or unenforceable, the remainder of the provisions shall not be affected but be given full effect without regard to the invalid or unenforceable portions.

**3. APPLICABLE LAW AND FORUM.** This agreement, its performance and all disputes arising hereunder, shall be governed by the laws of the Commonwealth of Massachusetts. You further agree to submit to the jurisdiction of any court in the Commonwealth of Massachusetts.

**4. FACSIMILE COPIES.** In instance where neither party can produce an original counterpart of the Agreement or any amendment thereto, a facsimile shall be treated as the original.

**5. INSPECTION.** You acknowledge that You have had an opportunity to personally inspect the equipment, and find it suitable for Your needs and in good condition, and that You understand its proper use. You further acknowledge Your duty to inspect the equipment prior to use and notify Us of any defects.

**6. RENTED ITEM(S) FAILURE.** You agree to immediately discontinue the attempt to use the Rented Item(s) should it at anytime become unsafe or in a state of disrepair, and will immediately (one hour or less) notify **Robinsons** of the facts. **Robinsons** agrees in its discretion to make the Rented Item(s) operable within a reasonable period of time, to provide You with a like item if available, or to make a like item available at another time, or adjust the rental charges. This provision does not relieve You from other paragraphs, including paragraphs 9, 12 and 13. In all events, **Robinsons** shall not be responsible for any injury or damage(s), including consequential damage(s), resulting from failure or defect of a Rented Item(s).

**7. TIRE REPAIR AND REPLACEMENT.** You acknowledge that repair and replacement of tires are not included in the Rental Charge and agree to pay for the repair or replacement of damaged tires regardless of the cause of the damage, reasonable wear and tear excepted.

**8. WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED.** There is no warranty that the equipment is suited for Your intended use, or that it is free from defects.

**9. INDEMNIFICATION.** You agree to assume the risks of, and hold Us harmless for property damage and personal injuries, including death and dismemberment, caused by the equipment and/or arising out of Our negligence.

You shall indemnify and defend Us against, and hold Us harmless, from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including attorney's fee which (a) Relate to injury or to destruction of property, or bodily injury, illness, sickness, disease or death of any person (including your employees), and (b) Are caused by, or claimed to be caused, in whole or in part by the equipment rented herein or by the liability or conduct (including active, passive, primary or secondary) of **Robinsons**, our agents or employees, or anyone for whose acts any of them may be liable. The parties agree we shall only be liable or responsible for damages or claims that are caused by the gross negligence or willful, wanton or intentional misconduct by **Robinsons**.

You shall, at Your own cost or expense, defend Us against all suits or proceedings commenced by anyone in which we are a named party for which we are alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by Us, and You shall be liable and responsible for all costs, expenses and attorney's fees incurred in such defense and/or settlement, judgment or other resolution. In the event that such action is commenced naming Us as a party, We may elect to defend said action on our own behalf and You agree that You shall be liable for all costs, expenses and attorney's fees incurred by Us in such defense.

The parties agree that in no event shall Your liability for indemnification hereunder exceed \$500,000.00.

**10. PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract. (a) Use for illegal purpose or in illegal manner. (b) Use when the equipment is in bad repair or is unsafe. (c) Improper, unintended use or misuse. (d) Use by anyone other than You or Your employees, without Our written permission. (e) Use at any location other than the address furnished Us without Our written permission. (Does not apply to mobile equipment.)

**11. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** We may assign Your rights under this contract without Your consent, but will remain bound by all obligations herein. You may not sublease or loan the equipment without Our written permission. Any purported assignment by You is void.

### 12. CARE OF EQUIPMENT.

You are the insurer of the Rented Item(s) and assume the entire risk of all loss and damage, regardless of cause, with respect to the Rented Item(s), reasonable wear and tear excepted. Accrued rental charges may not be applied against the purchase or replacement of damaged, lost or stolen equipment. Equipment unreturned when due or damaged beyond repair, must be paid for by You at its full replacement cost, including all shipping, handling and assembly charges. The cost of repairs will be borne by You whether repaired by **Robinsons** or, at Our option, by another. You also agree to pay a reasonable cleaning charge for equipment returned dirty. You agree to pay **Robinsons** for the above stated losses, charges and costs immediately upon receipt of invoice.

**13. RETURN OF RENTED ITEM(S).** The Rented Item(s) is **Our** property and is rented to You subject to this rental contract for rental charge and for the period of time noted on the front. If You desire to extend the term of this rental beyond the time and date specified on Side Two under "Return Items By", You must immediately notify **Us** to obtain our approval, the terms for such extension and a modification of this contract (See Paragraph 1). If this agreement has not been extended and You fail to return the Rented Item(s) when due in; **We**, to enforce its property ownership of the Rented Item(s), and to protect our interest under this contract, may WITHOUT NOTICE take possession and remove the Rented Item(s) from wherever it is located, WITH OR WITHOUT PROCESS OF LAW. **Robinsons** or its representative may enter your property and you hereby waive any right of action against **Our** or our representative for such entry and retaking. **YOU AGREE TO PAY, IN ADDITION TO THE RENTAL CHARGES, ALL COSTS OF REMOVAL OF THE EQUIPMENT FROM YOUR POSSESSION, AND ALL FREIGHT, STORAGE, LABOR, LEGAL AND OTHER COSTS AND CHARGES INCURRED BY US TO REMOVE, SHIP AND RETURN THE EQUIPMENT TO US.** In addition, you acknowledge that the failure to return Rented Item(s) within the contracted time and the sale or concealment of Rented Item(s) are prohibited, and that such action may constitute a crime. **Robinsons**, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjection you to prosecution.

**14. FAILURE TO RETURN DURING BUSINESS HOURS.** In the event the Rented Item(s) is returned to Our premises at a time not during Our regular business hours, You agree to pay for any and all damage to or loss of the Rented Item(s) occurring between the time of return and the commencement of Our next business day.

**15. POSSESSION / TITLE.** Your right to the possession of the Rented Item(s) begins at the time indicated as "Out" on Side Two of the Rental Contract and terminates at the agreed "Return Items By" time and date indicated on Side Two of the Rental Contract. Retention of the Rented Item(s) beyond the expiration ("Return Items By" date and time) of the Rental Period constitutes a material breach of this Contract. Title to the Rented Item(s) is and shall at all times remain **Robinsons**.

**16. CHARGES AND PAYMENTS.** Time is money. You are responsible for the rental charges from the time the Rented Item(s) is "Out" as specified on Side Two of this contract until it is "In" and any charges hereunder. Time is of the essence. Return the Rented Item(s) promptly, clean and in good order.

**17. CREDIT AND DEBIT CARD AUTHORIZATION.** You specifically authorize **Us** to charge your credit card (such as Visa, MasterCard, American Express, Discover) or debit card for any and all charges related to this rental. This includes, but is not limited to, rental charges, cleaning charges, costs of repairs as a result of Your rental and charges related to paragraphs 7, 12, 13, 18, 19 and 24.

**18. DAMAGED, DIRTY, OR LOST EQUIPMENT.** You agree to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of Our possession. You also agree to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges may not be applied against the purchase or cost of repair of damaged, lost or stolen goods. You are the insurer of the Rented Item(s) and assume the entire risk of all loss and damage, regardless of cause, with respect to the Rented Item(s), reasonable wear and tear excepted. Equipment unreturned when due or damaged beyond repair, must be paid for by You at its full replacement cost, including all shipping, handling and assembly charges. The cost of repairs will be borne by You whether repaired by **Robinsons** or, at Our option, by another. You also agree to pay a reasonable cleaning charge for equipment returned dirty. You agree to pay **Robinsons** for the above stated losses, charges and costs immediately upon receipt of invoice.

**19. COLLECTION COSTS.** You agree to pay all reasonable costs of collection, including court costs, Attorney's fees and other actual expenses incurred by **Robinsons** in the collection of the charges due under this Rental Contract, or in the retaking of the Rented Item(s), or in other enforcement of the terms of this contract. You agree any unpaid balances are subject to a 1.5% monthly service charge.

**20. INSPECTION OF TRAILER HITCH.** You agree to inspect the trailer coupling mechanism and safety chain before leaving Our premises. You also agree to inspect the equipment periodically (every 100 miles) and to maintain the coupling and chain in a safe and secure condition.

**21. DAMAGE WAIVER.** Damage Waiver Is Not Insurance. You are responsible for any loss of or damage to the Rented Equipment and Items ("Equipment") and for their return in the same condition in which they were received, except for ordinary wear and tear. If You accept the Damage Waiver, however, We agree to waive Our right to recover from You the amount of loss or damage to the Equipment while in your possession, except that You will be responsible for the first \$500.00 or 50% of the cost of repair or replacement of damaged Equipment (whichever is higher). You agree to immediately notify Us of any accident and promptly submit any applicable police reports. If You have insurance, the Damage Waiver becomes secondary, and You agree to exercise all rights available to You under Your insurance coverage and assign all claims and proceeds from Your insurance coverage to us. Notwithstanding the foregoing,

Your liability for loss of, or damage to, the Equipment will not be waived in the following circumstances:

- (a) Any Item or part thereof which is not returned, irrespective of the reason, including theft.
- (b) Reckless, careless or abusive operation or use of the Equipment.
- (c) Use or operation of the Equipment exceeding its rated capacity.
- (d) Damage to motors, generators, drills or other tools, electrical appliances or devices caused by use of non-utility generated power, whether or not supplied by Us.
- (e) Damage to tires, tubes and wheels caused by blowout, bruises, cuts, punctures or other causes inherent in the use of the Equipment.
- (f) Damage resulting from failure to perform or pay for all normal periodic and other basic service maintenance, adjustments and lubrication of the Equipment.
- (g) Loss or damage caused by dishonesty of Your employees, or wrongful conversion by any person whom You allow to possess the Equipment.
- (h) Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment manufacturer.
- (i) Damage resulting from vandalism, malicious mischief, or intentional abuse.
- (j) Damage to any and all accessories, such as air hoses, electric cords, blades, welding cable, liquid fuel tanks and other similar items and accessories.
- (k) Damage resulting from overturning or striking overhead objects.
- (l) Damage resulting from use of the Equipment in violation of any terms of this Rental Contract.

**22. LOADING AND UNLOADING EQUIPMENT.** You are responsible for loading and unloading equipment. If Our employees assist in loading or unloading the equipment, You agree to assume the risk of, and hold Us and/or our employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to Our negligence.

**23. PROPERTY DAMAGE.** We are not responsible for damage to driveways, lawns, sprinkler systems, gardens, septic tanks, drainfields and/or flower beds as result of on the job deliveries.

**24. FEES, LICENSES, PERMITS, TAXES AND FINES.** You shall be solely responsible for payment of any taxes, license fees, moving, parking and overload citations, traffic tolls, permits and fuel costs required by or resulting from Your use or operation of the Rented Item(s) until its return to Us.

**25. OTHER LIABILITY.** You assume all risks from the improper use of the equipment. You are responsible for damages to Your property or goods in storage or in transit, or for any property left or stored in the equipment, or elsewhere in the renting location. You release and hold **Robinsons**, its agents and employees harmless from and against any and all losses, liabilities, damages, injuries, claims, costs and expenses arising out of Your use or possession of the equipment, including, but not limited to any and all fines, penalties and forfeitures imposed by any entity, and, to the extent not covered by insurance, any claims or liabilities to third parties arising out of the abandonment, conversion, concealment or unauthorized sale of the equipment by You, or your drivers, agents or employees, or for the confiscation of the equipment by any authority because of illegal or improper use. You shall additionally hold **Robinsons** harmless for all loss, liability and expense in excess of the limits of liability provided for herein as a result of injury, death or property damage arising out of Your use of the equipment. Neither You nor any other driver of the vehicle shall be deemed the agent, servant or employee of **Robinsons** for any reason or any purpose. During the term of this Agreement, You assume full responsibility for the equipment to the public and any regulatory body having jurisdiction.

**Rent with Confidence**

**Framingham  
(508) 877-2841**

**Hudson  
(978) 562-7317**



**Robinsons  
Hardware & Rental  
www.Robinsons1874.com**

This document is a contract. You should familiarize Yourself with its unusual features so there will be no misunderstanding as to Your obligations. The words RENTER, YOU and YOURS means the person who signs this rental contract (or is obligated under its terms). WE, OUR, US and ROBINSONS refer to the Robinsons Hardware and Rental only at the address shown to the left.

Side One of this contract contains important terms and conditions, including Robinsons disclaimer for all liability for injury or damage and details for Renters obligations for rental and other charges and responsibilities to care for and return the item(s) rented. **THEY ARE PART OF THIS CONTRACT, PLEASE READ THEM.**

I have read and agree to all the terms and conditions on **both sides of this contract**. I acknowledge receipt of the Rented Item(s), in good order, and a copy of this rental contract. I have received and understood instructions regarding the use of the item(s) rented. Unless declined, I also agree to the Damage Waiver Charge.

Signature \_\_\_\_\_  
Renter or Authorized Agent and Signatory for Renter

Return Items By:

**DAMAGE WAIVER CHARGE IS NOT INSURANCE.** Renter, by initials hereon, declines benefits of paragraph 22, Damage Waiver, on side one of this contract. \_\_\_\_\_

**You MUST notify Robinsons immediately (one hour or less) if equipment does not function properly or no refund or allowances will be made.**