

## 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 examined the Rented item(s) prior to taking possession, and that it is in good condition, except for any defect specifically noted on the Rental Contract.

### 6. Use of the Rented Item(s)

You agree that You are satisfied with the instruction given by Robinsons in the proper and safe manner of using the Rented Item(s) or that You are so familiar and told Robinsons that You were. You further agree that the Rented Item(s) will only be used at the address designated and only for the purpose for which the Rented Item(s) was manufactured and intended. Subleasing or improper use is prohibited.

### 7. Loading and Unloading Goods

You are responsible for loading, unloading and securing goods. When loading or unloading a trailer, block the tires. If Our employees assist in loading or unloading goods, You agree to assume the risk, of and hold us harmless from, any property damage or personal injury, including damage to or injury attributable to Our negligence, including Our employees.

### 8. Responsibility for Use

You are responsible for the use of the Rented Item(s). You assume all risks inherent in the operation and use of the Rented Item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold Robinsons harmless from, and hereby release Robinsons from, any and all claims for damage to property or bodily injuring (including death) resulting from the use, operation or possession of the Rented Item(s), whether or not it be claimed or found that such damage or injury resulted in whole or part from Robinsons negligence, from the defective condition of the Rented Item(s) or from any cause. You agree that no warranties, expressed or implied, have been made in connection with this rental.

### 9. 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.

### 10. 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 8 and 12. In all events, Robinsons shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a Rented Item(s).

### 11. 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.

### 12. Return of Rented Item(s)

The Rented Item(s) is Robinsons 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 Robinsons 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; Robinsons, to enforce its property ownership of the Rented Item(s), and to protect its 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 Robinsons or its 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.

### 13. 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.

### 14. 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. Time is of the essence. Title to the Rented Item(s) is and shall at all times remain Robinsons.

### 15. Charges and Payments

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

### 16. Credit and Debit Card Authorization

You specifically authorize Robinsons 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 it not limited to, rental charges, cleaning charges, costs of repairs as a result of your rental and charges related to paragraphs 11, 12, 17 and 21.

### 17. 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.

### 18. Disclaimer of Warranties

We make no warranty against the interference, merchantability or fitness for any particular purpose. There is no warranty or representation that the Rented Item(s) is fit for your intended use, or that it is free from latent defects. There are no warranties which extend beyond the face of this Rental Contract. We will not be responsible to You or to any third party for any loss, damage, or injury, resulting from the use of, or any failure of, the Rented Item(s). We will not be responsible for an defect or failure of the Rented Item(s) unknown to us. Your sole remedy for any failure of or defect in the Rented Item(s) is termination of the rental charges at the time of failure, provided that You notify us immediately (one hour or less) of such failure and return the Rented Item(s) to us within twenty-four (24) hours of such failure.

### 19. Hold Harmless and Indemnify

You assume all risks inherent in the operation and use of the Rented Item(s) by You and anyone else. You agree to assume the entire responsibility for the defense of and to pay, indemnify, and hold Us harmless from, any and all claims for damage to the property or bodily injury (including death), or for the loss of time or inconvenience resulting from the use, operation, or Your possession of the Rented Item(s), irrespective of any cause claimed or found other than Our gross negligence.

### 20. Assumption of Risk / Release of Liability

You are fully aware and acknowledge that there is a risk of injury or damage arising out of the use or operation of the Rented Item(s), and voluntarily elect to enter into this Rental Contract and assume all of the risks of injury or damage. You agree to discharge Us from any and all responsibility or liability from such injury or property damage arising out of the use or operation of the Rented Item(s) during the Rental Period. You further agree to waive, release and discharge any and all claims for injury against Us which You may be otherwise entitled to assert.

### 21. Taxes and License Fees

You agree to pay all taxes, license fees, moving, parking and overload citations, traffic tolls, permits and fuel costs incident to the operation of the Rented Item(s), until its return to us.

### 22. Damage Waiver

Damage Waiver is Not Insurance. You are responsible for any loss or damage to the rented item(s) and for their return in the same condition in which they were received, except for normal wear and tear. If you accept the Damage Waiver, however, We agree to waive Our right to recover from you the amount of loss of or damage to the Rented Item(s) while in your possession. You agree to immediately (one hour or less) notify Us of any accident and promptly provide Us with 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 Rented Item(s) will not be waived in the following circumstances:

- a. Any Rented Item(s) or part(s) thereof which is not returned, irrespective of the reason, including theft.
- b. Reckless, careless or abusive operation or use of the Rented Item(s).
- c. Use or operation of the Rented Item(s) exceeding its rated capacity.
- d. Damage to tires, tubes and wheels caused by blowout, bruises, cuts, punctures or other causes inherent in the use of the Rented Item(s).
- e. Damage resulting from failure to perform or pay for all normal periodic service, adjustments, and lubrication of the Rented Item(s).
- f. Loss or damage caused by dishonesty of Your employees, or wrongful conversion by any person whom You allow to possess the Rented Item(s).
- g. Operation or use of the Rented Item(s) in a manner which is inconsistent with the instructions of the Rented Item(s) manufacturer.
- h. Damage resulting from vandalism, malicious mischief, or intentional abuse.
- i. Damage resulting from overturning or striking overhead objects.
- j. Damage resulting from use of the Rented Item(s) in violation of any terms of this Rental Contract.

Robinsons Ace Rental Place  
31 Washington St  
Hudson, MA 01749  
(978) 562-7317



## Rent with Confidence

- Vans & Trucks
- Moving Supplies
- Backhoe Loaders
- Skid Steer Loaders
- Mini-Loaders
- Mini-Excavators
- Air Compressors
- Jack Hammers
- Pumps
- Boom Lifts
- Chippers
- Stump Grinders
- Chain Saws
- Concrete Saws
- Concrete Drills
- Lawn Care
- Wallpaper Steamers
- Floor Sanders
- Carpet Cleaners
- Popcorn Machines

[www.RobinsonsAce.com](http://www.RobinsonsAce.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 Ace Rental Place 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