

ALLQUIP UNIVERSAL INC.  
dba  
ACCESS UTILITIES INTERNATIONAL



www.airents.com

3212 W. Capitol Avenue, W. Sacramento, California, USA 95691.  
Tel: 916-372-9138 Fax: 916-372-9136 Eml: [aui@airents.com](mailto:aui@airents.com)

**Equipment / Tool Rental Contract**

Please return completed agreement and attachment via fax to: 916-372-9136 Or  
mail the original copy to the above address. Thank you.

CUSTOMER'S NAME \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person (s) \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

INSURANCE COMPANY/AGENT: \_\_\_\_\_

Liability: \_\_\_\_\_ Auto: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

AUI as used in this rental contract shall mean Allquip Universal Inc. dba Access Utilities International.

1. EQUIPMENT DESCRIPTION: This contract shall cover any and all equipment and tools rented /leased from AUI during this current construction year, or until replaced by subsequent contract.

2. DELIVERY: Delivery occurs when the equipment passes into the possession of the customer or contracted delivery services, and the equipment leaves the AUI rental yard. The customer must provide to AUI evidence of insurance coverage for loss and physical damage prior to deliver. Please refer to Insurance and Liability requirements.

3. RENTAL PERIOD: The rental period commences upon delivery and ends upon return where delivery and return are as defined above. Rental rates quoted are for a minimum 8 hour day, 40

hour week and a 176 hour month. No credit for permit problems, work stoppages, holidays, weather etc.

4. **LOAD/UNLOAD ASSISTANCE:** If contracted transportation service is delivering and/or returning the equipment, customer is to provide, free of charge, all necessary assistance in unloading and/or loading the equipment at the customer's location.

5. **EQUIPMENT OPERATION:** Customer acknowledges that Customer has examined the equipment prior to taking possession or using the equipment, and that the same is in good order and repair. Customer further acknowledges that Customer and his/her personnel (1) know how to properly use and operate the equipment, (2) assume all risks associated with the operation and use of the equipment. (3) are fully aware of any dangers associated with the operation or use of the equipment which are not obvious or readily apparent. Customer shall allow only competent and qualified persons to operate or use the equipment.

6. **RETURN:** Return occurs when customer returns the equipment to its original location or another site mutually agreed to by Customer and AUI.

7. **PAYMENT:** Customer will be invoiced for first month's rent upon delivery of unit and monthly thereafter. Usage for less than a month will be pro-rated accordingly. Rates will be figured from date of delivery to customer. Delivery, shipping charges, fuel, steam cleaning, repairs, etc. will be invoiced separately. Invoices are due and payable within thirty (30) days of invoice date. Interest at the rate of 1.5% per month (18% per annum) will be charged on outstanding balances over thirty (30) days. After invoices are sixty (60) days old, a lien will automatically be served to companies holding payments to contractors/customers, unless arrangements have been made with AUI. Customer shall be responsible for all legal fees and court costs if collection is necessary. Jurisdiction & Venue: the courts of the State of California in and for the County of Yolo.

8. **INSURANCE AND LIABILITY:** The customer is responsible, at his expense, for loss, physical damage, and for liability insurance. Evidence of the loss and physical damage insurance, in an amount equal to or greater than the equipment value, must be provided to AUI prior to delivery of the equipment. The customer agrees to assign to AUI any and all rights the Customer has under his insurance policy pertaining to the rental equipment and further agrees to assign to AUI the right to proceeds from such insurance coverage. Liability insurance in the amount of \$ 1,000,000.00 minimum coverage is required.

9. **AUI SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO CUSTOMER AND/OR CUSTOMER'S PROPERTY, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE OPERATION OF, USE OF, DEFECT IN, OR FAILURE OF THE EQUIPMENT. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD AUI HARMLESS FROM ANY AND ALL CLAIMS OF THIRD PARTIES FOR LOSS, INJURY, DEATH, AND/OR DAMAGE TO THEIR PERSONS, AND/OR PROPERTY ARISING OUT OF CUSTOMER'S RENTING, POSSESSING, USING, MAINTAINING, AND OPERATING THE EQUIPMENT INCLUDING LEGAL COSTS INCURRED IN DEFENSE OF SUCH CLAIM.**

10. **FUEL CHARGE:** Units are rented with a full tank of fuel. Make-up fuel added on return will be charged to the customer.

11. MAINTENANCE, INSPECTION, AND REPAIR: The customer shall be responsible for daily inspection and shall pay for all scheduled maintenance, including monthly servicing while unit is on rent. Customer is responsible for repair required on the equipment when returned with any damage. (Refer to item 12.Damaged Equipment/Reasonable Wear and Tear). Customer shall notify AUI within twenty four (24) hours of delivery regarding any problem.

12. DAMAGED EQUIPMEN, REASONABLE WEAR AND TEAR: If the equipment is returned in a damaged condition or with more than reasonable wear and tear, the customer shall pay to AUI the reasonable cost of repairs. In addition, if the equipment is inoperable, the customer shall continue to pay the rental charge until repairs have been completed. AUI shall have no obligation to commence repair work until the customer has paid .Therefore reasonable wear and tear shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use. The following SHALL NOT BE DEEMED reasonable wear and tear: replacement of worn teeth, points, and blade edges; damage resulting from lack of lubrication or maintenance of necessary oil, water, and air pressure levels; damage resulting from lack of servicing or improper operation of the equipment, including overloading or exceeding the rated capacity of the equipment; damage in the nature of dents, breakage, bending, tearing, straining, and misalignment to the equipment or any part thereof. Repairs shall be made to the reasonable satisfaction of AUI, and in a manner which will not adversely affect the operation or value of the equipment.

13. TIRE REPAIR AND REPLACEMENT: The customer acknowledges that repair and replacement of tires are not included in the rental price and agrees to pay for the repair and replacement (allowance for reasonable depreciation) of any tires returned to AUI in a damaged condition, regardless of the cause of the damage, reasonable wear and tear expected.

14. WARRANTY: The leased/rented equipment is without warranty of any kind.

15. OTHER CONDITIONS: The customer shall pay all costs and expenses associated with his use and possession of the equipment including, but not limited to, permits, licenses, and taxes. The customer shall keep the equipment free of liens, taxes, encumbrances, and seizure or levy. The customer shall not sublet or assign the equipment or change its location of use from that defined on equipment check-out form except by written consent of AUI. Some units require D.O.T. driver requirements (CDL)

16. CREDIT/ADVANCE PAYMENT: Customer shall submit the enclosed credit application to AUI. Customer without a satisfactory rating will be required to prepay rental fees prior to each period of use.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006

---

Authorized Signature & Title

Printed Name