



RENTAL AGREEMENT

This Rental Agreement ("Agreement") is made between Ashland Rental, LLC, a Nebraska limited liability company ("Lessor") and you ("Lessee"), subject to the following terms and conditions:

1. **INSPECTION OF EQUIPMENT:** The Lessee acknowledges that they have personally inspected the leased equipment ("Equipment"), found it suitable for their needs, and confirmed it is in good working condition. The Lessee agrees to inspect the Equipment before each use and report any defects to the Lessor. Upon reasonable prior notice to Lessee, Lessor shall at any time during normal business hours have the right to enter into and upon the premises where the Equipment may be located for the purpose of inspecting the same or observing its use.
2. **REPAIRS AND MAINTENANCE:** Lessee, at its own cost and expense, shall maintain the Equipment in accordance with the manufacturer's suggested maintenance and will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Title to any replacement parts shall automatically vest in Lessor. Should the equipment become unsafe or defective, the Lessee agrees to discontinue use and notify the Lessor immediately.
3. **NO WARRANTIES:** The Lessor makes no warranties, express or implied, regarding the Equipment's suitability for any particular use, nor that the Equipment is free from defects. The Lessee rents the Equipment "as-is."
4. **LIABILITY AND INDEMNIFICATION:** The Lessee assumes all risks related to the use of the Equipment. The Lessee agrees to indemnify and hold harmless the Lessor from any claims, including those by third parties, for personal injuries, property damage, or losses arising from the use, maintenance, or return of the Equipment. This includes any legal fees incurred in defending such claims.
5. **PROHIBITED USES:** The following uses of the Equipment are prohibited and constitute a breach of this Agreement:
 - a) Illegal activities or use in violation of any law.
 - b) Improper or unintended use, including misuse or abuse.

- c) Use by any person other than the Lessee, without prior written permission from the Lessor.
 - d) Use at a location other than the agreed-upon rental address, except for trailers.
6. **RETURN OF EQUIPMENT:** The Lessee's right to use the Equipment ends at the expiration of the rental period set forth in the invoice ("Rental Period"). Failure to return the Equipment promptly is a material breach of this Agreement. The Equipment must be returned in the same condition, subject to normal wear and tear. The Lessee is liable for any damage incurred by Lessor due to late returns.
 7. **DAMAGED, LOST OR STOLEN EQUIPMENT:** The Lessee is responsible for any loss, theft or damage to the Equipment while it is in their possession. Lessee agrees to pay for the Equipment at its replacement value if lost, stolen or damaged beyond repair while in Lessee's possession.
 8. **DAMAGE WAIVER:** The Lessor charges a 10% damage waiver fee on all rentals, covering up to \$300 of repair costs for damage to the Equipment while in the Lessee's possession. This waiver does not cover theft of the Equipment or damage caused by negligence or misuse.
 9. **INSURANCE:** Lessee shall insure the Equipment against loss or damage for the amount of its replacement value. If the Lessee is a contractor, the Lessee shall also carry commercial general liability insurance, which shall name Lessor as an additional insured. At Lessor's request, Lessee shall provide Lessor with copies of an insurance certificate showing such coverage and providing that said insurance cannot be canceled without first providing Lessor with 30 days' advance written notice.
 10. **PAYMENT OF FEES; OVERDUE ACCOUNTS:** The Lessee agrees to pay all rental fees, service charges, and any late fees. All accounts are due at the end of the Rental Period. A service charge may be applied to overdue accounts, and the Lessor reserves the right to pursue collection for unpaid balances. The Lessee will be responsible for any collection or legal fees the Lessor incurs.
 11. **REPOSSESSION:** If the Lessee fails to pay or breaches this Agreement, the Lessor may terminate the Agreement and repossess the Equipment without notice. The Lessee waives any claims arising from such repossession.
 12. **NO REPRESENTATION OF MANUFACTURER:** The Lessee acknowledges that the Lessor is not the manufacturer of the Equipment and assumes no liability for any defects in the Equipment itself.
 13. **LOADING AND UNLOADING EQUIPMENT:** If the Lessor assists in loading or unloading the Equipment, the Lessee assumes all risks for any damage or injury that may result.
 14. **TRAILER HITCH INSPECTION:** The Lessee agrees to inspect trailer hitches and safety chains before each use and maintain them in a secure condition.
 15. **ACCIDENT NOTIFICATION:** In the event of an accident involving the Equipment, the Lessee must notify the Lessor immediately.

16. **NO LIENS:** Lessee shall not create, cause, permit or suffer to exist any kind of claim, levy, security interest, encumbrance, lien and/or legal process on the Equipment (each, a "Lien"), and shall immediately satisfy, remove and procure the release thereof. Lessee shall repay Lessor any cost incurred by Lessor in the removal of any Lien. Failure to repay the same shall constitute a breach of this Agreement.
17. **TAXES AND FEES:** Lessee is responsible for any taxes, including, but not limited to, sales and use tax, applicable to the rental of the Equipment. Lessee agrees to pay any applicable governmental fees relating to the use of the Equipment.
18. **TITLE:** Lessor is and shall remain the owner of the Equipment (unless sold by Lessor), and Lessee shall not acquire any right, title or interest in or to the Equipment except the right to use it in accordance with the terms of this Agreement.
19. **ASSIGNMENTS, SUBLEASES, AND LOANS:** The Lessor may assign its rights under this Agreement without the Lessee's consent but remains bound by the Agreement's obligations. The Lessee may not sublease or lend the Equipment without written permission from the Lessor.
- 20. FINANCING; SECURITY INTEREST; WAIVERS:**
- a) In the event that this Agreement is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Equipment and any additions, attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the rental fees and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Agreement. **LESSEE AUTHORIZES LESSOR TO FILE A COPY OF THIS AGREEMENT OR A UCC-1 AS A FINANCING STATEMENT. WHEN PERMITTED BY LAW, LESSEE AUTHORIZES LESSOR TO FILE ONE OR MORE FINANCING OR CONTINUATION STATEMENTS OR AMENDMENTS THERETO, RELATIVE TO ALL OR ANY PART OF THE EQUIPMENT.**
 - b) To the extent permitted by applicable law, Lessee (i) waives any and all rights and remedies conferred upon a Lessee by Sections 2A-508 through 2A-522 of the Uniform Commercial Code and (ii) any rights now or hereafter conferred by statute or otherwise to recover incidental or consequential damages from Lessor for any breach of warranty or for any other reason or to set off or deduct all or any part of any claimed damages resulting from the Lessor's default, if any, under this Agreement.
21. **CHOICE OF LAW / VENUE:** This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska without regard to any conflict of law rules.
22. **ENTIRE AGREEMENT / AMENDMENT:** This Agreement is the entire understanding and agreement of the parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions among the parties with respect to such subject matter. This Agreement may be modified or amended only by mutual written consent of the parties.

23. **FURTHER ASSURANCES:** The parties shall, at any time and from time to time after the execution and delivery of this Agreement, execute and deliver such further documents and do such further acts and things necessary in order to fully effect the purposes of this Agreement and to protect Lessor's interest in the Equipment.
24. **NO THIRD-PARTY BENEFICIARY RIGHTS:** Except as explicitly stated herein, this Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the parties.
25. **SEVERABILITY:** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.
26. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives, successors and permitted assigns.
27. **ACKNOWLEDGMENT AND ACCEPTANCE:** By clicking the button marked "I Accept," "I Agree," "OK," or words of similar meaning, Lessee acknowledges and accepts the terms of this Agreement, effective as of the date of such acceptance.

