

Holst Rental Terms and Conditions

1. **INSPECTION OF EQUIPMENT.** Customer acknowledges that Customer has inspected the equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer is familiar with the proper operation and use of each item of equipment. Customer has inspected all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the equipment to customer's towing vehicle, if any. Customer acknowledges Holst Rental is not responsible for any damage to customer's towing vehicle.
2. **CLEANING CHARGE.** A cleaning charge will apply to equipment returned with excessive dirt, concrete, and/or paint. Customer is responsible for all damage including tires. There will be an additional charge for missing keys. A fuel charge will be applied to all units not returned full of fuel.
3. **TIRE AND TUBE REPAIR OR REPLACEMENT.** Repair or replacement of tires and tubes is the responsibility of customer, and is not included in the rental rate.
4. **MAINTENANCE AND OPERATION.** Customer shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and Customer shall at his own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such condition to Holst Rental, ordinary wear and tear resulting from proper use thereof alone expected.
5. **REPAIRS.** The expense of all repairs made during the Rental Period, including labor, material, parts and other items shall be paid by Customer. Customer may not make repairs nor have any other party make repairs. All repairs will be performed by Holst Rental.
6. **OPERATORS.** Unless otherwise mutually agreed in writing, Customer shall supply and pay all operators on the equipment during the Rental Period. All operators shall be competent. Should Holst Rental furnish any operators or other workmen for the equipment, they shall be employees of Customer during the Rental Period, and Customer shall pay them salary or Wages and all other applicable costs. Customer shall provide and pay for all workmen's compensation insurance and pay all payroll taxes required by law and applying to such operators and workman.
7. **RISK OF LOSS.** Holst Rental shall not be responsible for loss or damage to property, material, or equipment belonging to Customer, its agents, employees, suppliers, or anyone directly or indirectly employed by Customer while said material property, or equipment is in Holst Rental's care, custody, control, and under Holst Rental's physical control. Customer is encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss. Customer and its insurers waive all rights of subrogation against Holst Rental for such losses.
8. **NO SUBLETTING ASSIGNMENT.** No equipment shall be sublet by Customer, nor shall he assign or transfer any interest in this Agreement without written consent of Holst Rental. Holst Rental may assign this Agreement without notice. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.
9. **RENTAL PERIOD.** Rental charges commence when the equipment leaves the store location and ends when the equipment is returned to the store location during Holst Rental's regular business hours. Rental charges do not include the cost of fuel, any applicable taxes, and cost of delivery and pick-up of the equipment.
10. **LATE RETURN.** Customer agrees that if the equipment is not returned by the end of the rental period, Holst Rental will require customer to continue to pay the rental rates applicable to the equipment.
11. **EXPENSES.** Customer shall pay Holst Rental all costs and expenses, including attorneys' fees, incurred by Holst Rental in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

Customer Signature

Date

By signing above, Customer agrees to the terms and conditions on this page. The customer acknowledges that they are fully familiar with the operation and use of the equipment and has received the equipment in good working order.