

For the purpose of this Rental Agreement, "MLSR" and/or "Owner" shall mean Mass Landscape Supplies & Rentals, Inc, its owners, officers, directors, shareholders, and employees, and "Customer" and/or "Renter" shall mean Customer, its agents and/or employees. In consideration of renting of the equipment (herein "the rental equipment or equipment") described on the front of this Rental Agreement and/or Rental Contract it is agreed as follows: INDEMNITY/HOLD HARMLESS. CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE EQUIPMENT RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS MLSR FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED, TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE EQUIPMENT RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF QUALITY. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE MLSR FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST MLSR WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT. OPERATORS. No operators are furnished, directly or indirectly with our equipment. RECEIPT/INSPECTION OF EQUIPMENT. Customer rents the equipment on an "as is" basis. Customer acknowledges that he has, or will, personally inspect the equipment prior to its use and finds it suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement and that the equipment is in good working order and repair and that Customer understands (without further instructions) its proper operation and use. POSSESSION/TITLE. Customers right to possession of the equipment begins upon equipment leaving MLSR and terminates on the Agreed Return Date indicated on the Rental Contract. Retention of possession after this date constitutes a material breach of this Rental Contract and equipment will be considered stolen. Time is of the essence of this Rental Contract. Any extension of this Rental Contract must be agreed upon in writing. Title to the equipment is and shall remain in MLSR name. If the equipment is not returned and/or levied upon for any reason whatsoever, MLSR may retake said equipment without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend and hold MLSR harmless from any and all claims and costs arising from such retaking and/or levy. If equipment is levied upon, Customer shall notify MLSR immediately. MLSR will utilize its reasonable efforts to deliver and retrieve rental items from locations determined by Customer; accordingly, Customer assumes sole risk and liability for any personal or property damage occurring at such locations. MLSR is not liable for any property damage during the delivery or pick up process. RENTAL PERIOD/RATE/PAYMENT. Rental period term is specified in the Rental Agreement Agreed Return Date on the Rental Agreement. Rental rates are based upon single shift usage (eight hours per day). If Customer makes greater use of the equipment, it is agreed that the additional usage will be charged. Rental charges begin immediately upon equipment leaving MLSR. Rental charges end upon return of the equipment to MLSR in an acceptable condition without damage. No allowance will be made for Saturdays, Sundays, Holidays, or time in transit, nor for any period of time the equipment may not be in actual use while in Customer's possession. If the equipment is returned prior to the end of the rental period, the rental due shall be for the entire rental period, no refunds. MLSR may terminate rental at anytime and retake the equipment without further notice in case of violation by Customer of any terms or conditions of this Rental Agreement or for any other reason or need. Customer agrees to pay a monthly service charge of no less than 18% APR compounded on all unpaid balances. Customer agrees not to use equipment in violation of environmental laws or for any laws. ORDINARY WEAR AND TEAR. Customer shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment. Customer responsible for all tire, track, glass, hose, fittings, paint and other damage. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to accident, collision, overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of equipment by paint, mud, plaster, concrete, resin or any other material. A cleaning charge will be made on equipment returned unclean. COMPLIANCE WITH LAWS/USE OF EQUIPMENT. Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the equipment, including any subsequently determined to be due. Customer shall not allow any person who is not qualified or licensed and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the equipment or use the equipment. Customer shall not allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without MLSR prior written permission; or, allow a lien to be placed upon the equipment. Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to immediately discontinue use and notify MLSR when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that MLSR has no responsibility to inspect the equipment while it is in Customer's possession. RETURN OF EQUIPMENT. Customer agrees to return to MLSR the equipment in as good condition as when received, by Rental Agreement Agreed Return Date. Customer shall be liable for all damages (up to the new full replacement cost of the equipment plus any interest/fees on any loans on said equipment and loss of rental revenue) to or loss of the equipment and liability incurred prior to equipment's return to MLSR. Customer shall be responsible for all costs incurred by MLSR recovering and returning damaged equipment to MLSR premises. If equipment is to be "picked-up" by MLAR, Customer agrees to provide a secure storage location and Customer accepts all risk including damage to and liability relative to equipment for a reasonable period of time until the equipment is picked-up by MLSR. DISCLAIMER OF WARRANTIES. MLSR makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for Customer's particular intended use, or that it is free of latent defects. MLSR shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the equipment. MLSR shall not be responsible for any defect or failure unknown to MLSR. Customers sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that Customer notifies MLSR immediately and in writing of such failure and returns the equipment to MLSR immediately. PURCHASE ORDERS. The use of Customer's purchase order number on this Rental Agreement is for Customer's convenience and identification only and does not bind MLSR. SUBLETTING/LOCATION OF EQUIPMENT. Customer agrees not to sublet, loan or assign the equipment. Customer shall not move the equipment from the address at which Customer represented it was to be used. DEFAULT. Should Customer in any way fail to observe or comply with any provision of this Rental Agreement, MLSR may, at its sole option, terminate this Rental Agreement, retake the equipment, declare any charges due and payable and initiate legal process to recover monies owed, and/or, pursue any other legal rights and remedies available to MLSR. Exercise of any remedy available to MLSR shall not constitute an election of remedies or a waiver of any additional remedies to which MLSR may be entitled. RETAKING OF EQUIPMENT. If for any reason it becomes necessary for MLSR to retake the equipment, Customer authorizes MLSR to retake the equipment without further notice or further legal process and agrees that MLSR shall not be liable for any claims for damage or trespass arising out of the removal of the equipment. LEGAL FEES. In the event an attorney is retained to enforce any provision (including collection costs) of this Rental Agreement, MLSR in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding. EQUIPMENT PROTECTION PLAN, also referred to as "Maintenance Fee, Damage Waiver or EPP". Equipment Protection Plan is Not Insurance. By payment of the EPP line item fee (10% of rental due when customer takes possession of equipment) and with immediate notification in the event of an accident and the prompt submission of applicable report, police reports, etc., MLSR and Customer agree that MLSR will waive certain claims (e.g.: fire, flood, wind, earthquake, some accidental damages, etc. with some exceptions below) against Customer for direct physical damage to the equipment while in use by the Customer. MLSR has sole authority to decide what is waived under the damage waiver and what is not waived. There is a \$1,000.00 deductible that the customer must pay to MLSR in the event of an EPP claim AND customer must pay 20% of the repair or new replacement cost of the equipment. Customer to maintain its own insurance on the Equipment. In the event of damage to the Equipment, Customer further agrees to file a claim with its insurance carrier and assign said claim and any and all proceeds from such insurance to MLSR. Upon request of MLSR, Customer shall fully cooperate with MLSR and furnish the name of Customer's insurance agent, insurance company, and complete information concerning insurance coverage carried. Notwithstanding the foregoing the following conditions are not covered under the EPP: Any item of equipment or part thereof which is not returned for whatever reason, including theft or loss; Damage resulting from improper use, failure to secure during transportation, overloading or exceeding the rated capacity of the equipment or any damage resulting in transit or when being transported. Damage due to use of incorrect fuel (Diesel/Gas/Mix). Damage to glass, fans, radiators, breaks, cylinders, welds, tracks, tires, tubes and wheels caused by blowout, bruises, cuts and other causes inherent in the use of the equipment. Damage as a result of vandalism or malicious mischief or intentional abuse; Damage resulting from misuse, abuse, negligence, failure to maintain, cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of equipment; All damage resulting from overturning, roll over or crash; All damage resulting from use of the equipment in violation of any provision of this Rental Agreement, violation of any law, ordinance, regulation or operator's manual. NOTICE OF NON-WAIVER/SEVERABILITY. Any failure of MLSR to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of MLSR right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision. INSURANCE. Customer shall maintain in full force and effect during the term of this Agreement separate General Liability and Automobile Liability insurance policies with coverage limits for bodily injury, including death, personal injury and/or property damage that will respond as primary coverage for Customer's liability and all obligations outlined under this Agreement. In addition to the foregoing, Customer shall maintain Property Insurance in an amount adequate to cover any loss and/or damage to the equipment, up to full replacement cost. Customer shall furnish MLSR with a Certificate of Insurance evidencing the foregoing insurance requirements and naming MLSR as an additional insured upon request. Customer agrees that equipment is in good working and safe condition and has inspected equipment. Customer agrees they have been shown how to operate equipment and agree they know how to operate equipment. Customer's with an approved account agrees to pay any outstanding invoice within 30 days or less. Any late invoices shall incur a late fee of \$35.00 per month plus interest and fees on the invoice compounded. This Rental Agreement may be executed or delivered in person, by facsimile, photo text between phones or e-mail. If this Rental Agreement is executed or delivered by facsimile, phone text, in person or e-mail, Customer acknowledges receipt of a completed Rental Agreement and agrees to all of the terms and conditions of such Rental Agreement. Before digging, it is the sole responsibility of the Customer to follow the requirements of the laws and regulations and to call Dig Safe and all utility providers, water, sewer, gas, electric, cable and/or any other agencies required. Customer authorizes and instructs and authorizes MLSR to complete Customer's "blank/open check" and to "fill-in" the amount of all charges. Customer instructs and authorizes MLSR to submit all Customer charges to Customer's credit card account and any fees, damages, fuel, cleaning or charges to said account. Cleaning Fee will be charged for equipment returned dirty. Fuel fee will be returned for equipment returned that is not full of fuel. Customer responsible to comply with Dust Provisions of Air Quality Management. Customer is fully aware and acknowledges that the terms and conditions of this Rental Agreement shall also apply to all subsequent rentals by Customer. Customer further agrees that the Terms and Conditions of this Agreement shall govern all future deliveries should Customer fail or be unable to sign the Rental Agreement at time of delivery. Customer responsible for any damages due to digging, disturbing soil or earth, staking, post hole digging, augering, etc. Customer responsible for identifying and disclosing to MLSR all underground obstacles. MLSR not responsible for damage to above or below ground obstacles. WAIVER OF JURY TRIAL. THE CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT. Customer authorizes MLSR to charge the debit card or credit card on file an amount equal to all payments and fees due under this Agreement. Renter shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extent allowed by law and shall pay any invoiced amounts immediately. Care of Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with MLSR instructions or manuals. Repair and Alterations. The costs of all repairs made during the Term shall be paid by Renter, including but not limited to labor, material, parts and other items. Equipment shall not be repaired, and parts and accessories shall not be replaced or altered without MLSR prior consent. Restrictions on Use. Renter shall not: a) permit the Equipment to be used by any person who is not authorized to use such Equipment; b) operate or use the Equipment or permit it to be operated or used in violation of law; c) operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment. Loss or Damage. Renter shall alert MLSR to any damage to the Equipment. Renter shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage to it or cost to repair it and missing equipment. Condition of Equipment. Renter acknowledges that Renter has examined the Equipment and that it is in good condition except as otherwise specified on this agreement. MLSR MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Indemnification and Liability. Renter shall indemnify, defend and hold harmless MLSR from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL MLSR BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL OR ANY LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. Waiver. No failure of MLSR to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. MLSR acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach. Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision. Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

In the event of an after-hours issue or emergency, customer can reach MLSR on call staff via text or phone call at 978-549-1268
or by email at MassLandscapeSupplies@gmail.com