

# Honey-Do Equipment Rentals Rental Policy

## **Contact Approval**

I, the undersigned, authorize Honey-Do Equipment Rentals to Enforce the contract below for any and all rentals. This authorization will remain in force until Honey-Do Equipment Rentals receives written notice of cancellation from me, or Honey-Do Equipment Rentals. Any Addendums to this contract will be provided to me from Honey-Do Equipment Rentals and re-authorized if any are made.

## **Equipment Rental Contract**

**By Signing this Contract you are agreeing to the terms below.**

### 1. EQUIPMENT

Lessor hereby leases to Lessee the following equipment - This applies to all equipment rented

### 2. LEASE TERM

The lease will start on (begin date) and will end on (end date) (Lease Term). - As Stated in each invoice

### 3. LEASE PAYMENTS

Lessee agrees to pay to Lessor as rent for the Equipment as stated in each invoice

### 4. LATE CHARGES

If any amount under this Agreement is more than 1 days late, Lessee agrees to pay each day of rent along with \$100 additional per day.

### 5. SECURITY DEPOSIT

Prior to taking possession of the Equipment, Lessee shall deposit with Lessor, in trust, a security deposit of 50% as security for the performance by Lessee of the terms under this Agreement and for any damages caused by Lessee or Lessee's agents to the Equipment during the Lease Term. Lessor may use part or all of the security deposit to repair any damage to Equipment caused by Lessee or Lessee's agents. However, Lessor is not just limited to the security deposit amount and Lessee remains liable for any balance. Lessee shall not apply or deduct any portion of any security deposit from the last or any month's rent. Lessee shall not use or apply any such security deposit at any time in lieu of payment of rent. If Lessee breaches any terms or conditions of this Agreement, Lessee shall forfeit any deposit, as permitted by law

### 6. DELIVERY

Lessee shall be responsible for all expenses and costs: i) at the beginning of the Lease Term, of shipping the Equipment to Lessee's premises and ii) at the end of the Lease Term, of shipping the Equipment back to Lessor's premises. (Unless Specified otherwise by Honey-Do Equipment Rentals)

### 7. DEFAULTS

If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and the cost of such action may be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of the Agreement. If Lessee shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act or similar federal or state statute, Lessor may immediately declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment. Lessor may, at its option, hold Lessee liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term and any rent paid by any successive lessee if the Equipment is re-let minus the cost and expenses of such reletting. In the event Lessor is unable to re-let the Equipment during any remaining term of this Agreement, after default by Lessee, Lessor may at its option hold Lessee liable for the balance of the unpaid rent under this Agreement if this Agreement had continued in force

#### 8. POSSESSION AND SURRENDER OF EQUIPMENT

Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.

#### 9. USE OF EQUIPMENT

Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance or storage of the Equipment.

#### 10. CONDITION OF EQUIPMENT AND REPAIR

Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition

#### 11. MAINTENANCE, DAMAGE AND LOSS

Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.

#### 12. INSURANCE

Lessee shall be responsible to maintain insurance on the Equipment with losses payable to Lessor against fire, theft, collision, and other such risks as are appropriate and specified by Lessor. Upon request by Lessor, Lessee shall provide proof of such insurance.

#### 13. ENCUMBRANCES, TAXES AND OTHER LAWS

Lessee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

#### 14. LESSORS REPRESENTATIONS

Lessor represents and warrants that he/she has the right to lease the Equipment as provided in this Agreement and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays the Rent in a timely manner and performs all other obligations under this Agreement.

#### 15. OWNERSHIP

The Equipment is and shall remain the exclusive property of Lessor.

#### 16. SEVERABILITY

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

#### 17. ASSIGNMENT

Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent

#### 18. BINDING EFFECT

The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties

#### 19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida

#### 20. NOTICE

Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to the Lessee or Lessor.

#### 21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee

#### 22. CUMULATIVE RIGHTS

Lessor's and Lessee's rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise required by law

#### 23. WAIVER

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement

#### 24. INDEMNIFICATION

Except for damages, claims or losses due to Lessor's acts or negligence, Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent.

#### 25. CHAINSAW USE & LIABILITY CLAUSE

Chainsaw Use Restrictions & Liability Waiver

The Renter agrees that the rented chainsaw shall not be used for cutting into sand, dirt, or any material that may cause excessive wear or damage to the chain and bar. Chainsaws are intended for use on wood materials only. Any evidence of improper use, including sand, soil, or abrasive material damage, will result in additional charges for repair, cleaning, or replacement.

The Renter acknowledges and understands that chainsaws are inherently dangerous and pose serious risks of injury or death if not operated properly. By accepting this rental, the Renter assumes full responsibility for the safe and

lawful use of the chainsaw and agrees to operate it only in accordance with manufacturer guidelines and all applicable safety laws and regulations.

Honey-Do Equipment Rentals LLC shall not be held liable for any injury, death, or property damage resulting from the use or misuse of the chainsaw, whether due to negligence, user error, or equipment malfunction. The Renter agrees to indemnify and hold harmless Honey-Do Equipment Rentals LLC, its owners, and employees from any and all claims, liabilities, or damages arising from the use of the rented chainsaw.