

EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement (the "Agreement") is made effective as of the last date inserted hereinbelow, by and between the following parties, to-wit:

EQUIPMENT LESSOR: Gaar Equipment Sales, LLC ("Lessor");

EQUIPMENT LESSEE: _____ ("Lessee").

Lessor hereby offers and agrees to lease to Lessee the following described moveable property under the terms contained hereinbelow, to-wit:

Leased Equipment: 1)

Hereinafter referred to as the "Equipment".

1. **Possession:** Lessee shall assume possession of the Equipment on the _____ day of _____, 20 __, and shall return to Lessor (check applicable): not later than the _____ day of _____, 20_____.
upon request of the Lessor. month-to-month. other:_____

Hereinafter referred to as the "Rental Period".

2. **Damage to Equipment:** Lessee assumes full responsibility for any and all damages to the Equipment during the Rental Period, regardless of cause. Lessee shall repair or replace the Equipment at their own expense to the satisfaction of the Lessor. Lessor shall have the unilateral right to determine repairman in event of any damage. Damage includes, but is not limited to, mechanical issues, structural damage, or cosmetic damage resulting from use, neglect, or improper maintenance by the Lessee.
3. **Insurance:** Lessee shall insure the Equipment for the full replacement value as determined by the Lessor. Proof of such insurance shall be provided prior to taking possession of the Equipment. The policy must name the Lessor as an additional insured and loss payee.

Replacement Value :

4. **Theft and Fire:** Lessee shall be solely responsible for the Equipment in the event of theft, fire, or any other catastrophic loss. Lessee shall promptly notify Lessor and file all necessary insurance claims. In the event of loss, the Lessee shall be liable for the full replacement value of the Equipment as determined by the Lessor.

5. **Liability for Injuries:** Lessee assumes all liability for injuries or damages arising from the use, operation, or possession of the Equipment. Lessor shall not be held responsible for any injuries, death, or damages to third parties caused by the Equipment or its operation. Lessee

Gaar Equipment Sales LLC
1437 Highway 1235, Dodson, LA 71422
318.471.6074 or 318.628.2090

agrees to indemnify and hold harmless Lessor from any and all claims, liabilities, or damages, including legal fees, resulting from such incidents.

6. **Maintenance and Operation:** Lessee shall properly maintain and service the Equipment in accordance with the manufacturer's guidelines. Failure to do so shall be deemed negligence and may result in additional charges or penalties.
7. **Prohibited Activities:** Lessee shall not use the Equipment in a manner that is abusive, negligent, or beyond its designed capabilities. Lessor reserves the right to inspect the Equipment at any time and terminate this Agreement immediately if misuse is detected.
8. **Possession and Control:** The Equipment shall remain in the possession and control of the Lessee at all times during the Rental Period. Subleasing or allowing third-party use of the Equipment is strictly prohibited. Any breach of this condition shall be deemed a breach of this Agreement and shall result in immediate termination same.
9. **Return of Equipment:** Lessee shall return the Equipment in the same condition as received, less ordinary wear and tear. Lessor may assess the Equipment upon return and invoice Lessee for any damages or excessive wear.
10. **Payment and Late Fees:** Payments are due upon receiving the Equipment for the Rental Period of 28 days and between the first and fifth day of each subsequent term. Late payments shall incur a fee of 5% per day of the overdue amount. Lessor reserves the right to repossess the Equipment if payments are not made timely.
11. **Termination:** Lessor reserves the right to terminate this Agreement immediately if the Lessee violates any terms or conditions herein. Upon termination, the Lessee shall return the Equipment within 24 hours, or the Lessor may pursue legal remedies, including repossession and recovery of costs.
12. **Price:** Lessee shall pay to Lessor the following price, which shall be due upon commencement of the Rental Period of 28 days, and not later than the 5th day of each subsequent month that the Equipment remains in Lessor's possession, to-wit:

Equipment Price:

Rate as follows - 160 hours per month

Contract beginning hours:

Usage Package: Lessee acknowledges that the monetary worth of the Equipment is directly bound to the number of hours on the Equipment and as such agrees to confidently designate a usage package such that each machine will not exceed the number of hours designated in the following package (check one):

Should the hours of any piece of the Equipment exceed the number of hours in the designated package, Lessee shall pay an additional fee for each hour after 160 hours determined by Lessor.

- i. While in Lessee's possession, should the number of hours used on the Equipment reach the starting point of a higher package, Lessee's designation may be invalidated and may be redesignated to an appropriate package at the Lessor's sole discretion.
 - ii. Packages are designated per machine, and the Lessee has the right to upgrade the package on a given machine at any time during the Agreement but may not downgrade a package once it has been designated and paid for by the Lessee. Lessee acknowledges that each machine may be evaluated after possession is transferred back to the Lessor and any overages shall be charged out after the fulfillment of this Agreement.
- c) Lessor maintains the right to charge Lessee for any usage deemed harmful or irresponsible to the Equipment that may cause long-lasting damage or warrant costly repairs.

14. **Controlling Law:** The terms of this Agreement shall be governed by the laws of the State of Louisiana. To the extent any of the terms herein are deemed invalid, all other terms shall remain in full force and effect. Should any terms be ambiguous or contradictory, said terms shall be interpreted in a light most favorable to Lessor.

The terms of this Agreement have been read in full and are understood by the Parties on the _____ day of _____, 20____.

LESSOR:

LESSEE:

Print Name: _____

Date

Print Name: _____

Date