

Eastpoint Equipment Rentals LLC.
273 Mast Road
Goffstown, NH 03045
(603) 623-7368



521360	
Open Contract	
Rent Date:	2/2/2023 8:00 AM
Due Date:	2/2/2023 4:00 PM
Return Date:	
Delivery Date:	2/2/2023
Delivery Time:	12:00 AM - 11:59 PM
Pickup Date:	2/2/2023
Pickup Time:	12:00 AM - 11:59 PM
Contract Terms:	Payment in Advance
PO #:	
Job #:	

Ship To: BUSINESS

273 Mast Road
 Goffstown, NH 03045

Customer Information

Eastpoint Equipment Rentals, LLC
 273 Mast Road
 Goffstown, NH 03045

Ship VIA	Customer Drivers License	Cell Phone #	Fax Phone #
		(603) 623-7368	

Customer #	Authorized Contact Name	Contact Phone #	Sales Person Name	Employee Name
761				FPAAdmin

Description	Qty Out	Qty. In	Daily	Weekly	Monthly	Per Unit	Taxable	Extended
Excavator, Bobcat E60	1		\$450.00	\$1800.00	\$4750.00	\$450.00	<input checked="" type="checkbox"/>	\$450.00

Item ID: 1603

<<-- Rental -->>

Rent Date: 2/2/2023 8:00 AM

Due Date: 2/2/2023 4:00 PM

Make: Bobcat

Model: E60

Serial: B4GR12774

Fuel Charges: 0.000 @ \$9.00

\$0.00

** Interval Out: 789.000

\$0.00

Charges:

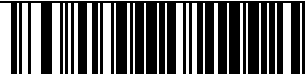
Contract Terms:

1. We reserve the right to charge a \$100 fee for items requiring additional cleaning time.
2. We charge for TIME OUT as well as TIME USED including Sundays and holidays.
3. Rental rates are based on an 8 hour day, 40 hour week, and 176 hour month.
4. Overtime rates apply to all equipment returned past time due back time.
5. Lessee agrees to provide proof of insurance.
6. Lessee agrees to replace fuel used or pay \$9/gallon replacement.
6. Lessee agrees to pay for any damages to equipment rented.
7. Rentals cancelled within 48 hours of the contract start time will be charged a 20% restocking fee.
8. The undersigned agrees that before operation they have a proper understanding of the equipment they have rented for safe operation and agree to independently purchase or provide personal safety equipment as required.

X

Customer Signature

HOURS:
 Monday - Friday 7:00am - 5:00pm
 Saturday: 8:00am - 12:00pm
 Sunday: CLOSED



Customer Name (Printed)

Date

Rental Charges:	\$450.00
Delivery Charges:	\$75.00
Damage Waiver:	\$45.00
Sub Total:	\$570.00
Tax:	\$0.00
Contract Total:	\$570.00
Amount Paid:	\$0.00
Amount Due:	\$570.00

Thank You For Your Business!

Printed: Thursday, February 02, 2023 10:39 AM



LIMITED DAMAGE WAIVER ADDENDUM

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL DAMAGE WAIVERS PROVIDED TO CUSTOMERS ("LESSEES") OF EASTPOINT EQUIPMENT RENTALS, LLC. (HEREINAFTER ALSO REFERRED TO AS "EER," "LESSOR," "WE," "US" AND "OUR")

You, the "Customer" or "Lessee," are responsible for protecting all items rented to you (hereinafter, "Rented Item(s)") by EER under the terms of your Lease from any and all loss, theft and damage. Except as provided below, if any Rented Item(s) is/are lost, stolen or damaged during your rental, you will be responsible to EER for all costs associated with repairing, restoring and/or replacing such Rented Item(s). You may also be responsible to EER for additional charges during the period required to repair, restore or replace any Rented Item(s) which is/are lost, stolen or damaged, and/or the loss in value of such Rented Item(s). If: (a) we make our Optional Limited Damage Waiver ("LDW") available; and (b) you

(i) accept it (as provided below); and (ii) fully and timely pay to EER the non-refundable LDW Fee reflected in your Lease prior to commencement of your lease, then to the extent set forth below, EER agrees to waive certain claims against you arising from physical damage to any Rented Item(s) covered by LDW (hereinafter, "Covered Item(s)"), subject to the remaining terms hereof. **You will otherwise remain liable for 100% of all loss, theft, and damage of/to the Rented Item(s).**

LDW IS OPTIONAL AND MAY BE DECLINED IF YOU PROVIDE TO EER PROOF OF THE INSURANCE REQUIRED UNDER SECTION 8 OF YOUR LEASE PRIOR TO COMMENCEMENT OF YOUR LEASE TERM.

LDW is a *partial waiver of our claims for physical damage to or destruction of only Covered Item(s)*. **IT IS NOT INSURANCE, NOR IS IT A WARRANTY.** If LDW has been offered by EER and you have paid the Non-Refundable LDW Fee set forth on Page 1 of your Lease, then subject to the remaining terms hereof, including without limitation the "Exceptions and Exclusions" set forth below, EER will waive its right to recover from you 80% of its cost(s) (hereinafter, "Repair/Replacement Costs") to repair or replace Covered Item(s) which suffer physical damage of up to \$10,000 during the lease term set forth in your Lease (the "Term"); *provided however*, that: (a) you will remain liable to EER for: (i) a "deductible" equal to 20% of such Repair/Replacement Costs for Covered Item(s); and (ii) all Repair/Replacement costs which exceed \$10,000 in the aggregate across all Covered Item(s); (b) you must notify EER in writing of any accident, loss and/or damage of/to Covered Item(s) within 24 hours thereafter; (c) you must provide EER with documentary evidence of the nature and cause(s) thereof; (d) you must return the subject Covered Item(s) to EER, unless we elect to forego such return (in our sole discretion); and (e) you must continue to comply fully with the terms of your Lease, by among other things, fully and timely paying all amounts due and coming due to EER.

Exceptions and Exclusions: The foregoing notwithstanding, **the following are NOT COVERED by LDW, and you, the "Customer" or "Lessee," will remain 100% liable to Eastpoint Equipment Rentals, LLC for:**

- (a) **Item(s) Not Covered:** (I) All hoses in or on any Rented Item(s); (II) any Rented Item(s) with respect to which you do not pay the non-refundable LDW Fee prior to commencement of your lease (as provided on Page 1 of your Lease); and (III) any and all loss and/or damage exceeding \$10,000 in the aggregate across all Covered Items;
- (b) **Deductible:** The "deductible" described above;
- (c) **Violations / Breaches:** Loss of or damage to Covered Item(s) due to violation by you, your agents, employees or contractors, of the terms of your Lease (other than Section 1 thereof), any applicable laws, rules, regulations, policy(ies) of insurance, and/or any instructions, specifications and/or warnings provided by EER, the owner(s) and/or the manufacturer(s) of such Rented Item(s);
- (d) **Misuse, Abuse, Neglect:** Loss of or damage to Covered Item(s) due to intentional abuse, improper use, gross negligence, willful misconduct, neglect, overloading, overturning, striking overhead objects, and/or exceeding the rated capacity(ies) of such Item(s);
- (e) **Failure to Return / Criminal Activities:** (I) Any failure to return Covered Item(s) to EER (including without limitation, loss, theft and disappearance); and (II) criminal, fraudulent, dishonest and/or illegal act(s) or omission(s) of your agents, employees, contractors, assignees and/or sublessees;
- (f) **Maintenance Failures:** Damage to Covered Item(s) resulting from any failure to properly service and/or maintain such Covered Item(s) (including without limitation, failure to maintain proper pressure levels or proper levels of air, water, or manufacturer-approved oil, fuel, lubricants, hydraulic fluid, diesel exhaust fluid, brake fluid and/or coolant);
- (g) **Protection / Security:** Loss of or damage to any Covered Item due to failure to secure and/or protect it, such as by leaving it in an unprotected or low-lying (e.g., flood hazard) area, leaving it unlocked or with the keys in the ignition, etc.
- (h) **Use of Drugs / Alcohol:** Damage, destruction or loss of or to any Covered Item resulting from or in connection with the use of alcohol or drugs by you, anyone employed or engaged by you, or anyone you permit to use or otherwise deal with any Rented Item(s);
- (i) **Governmental Authority / War / Terrorism:** Damage, destruction or loss of or to any Covered Item resulting from or in connection with: (I) action(s) or inaction(s) of any governmental or other civil authority; and/or (II) act(s) of war and/or terrorism;
- (j) **Transportation:** Damage, destruction or loss of or to any Covered Item during transportation; and
- (k) **Hazmat / Contamination:** Loss of or damage to any Covered Item resulting from: (I) its exposure to hazardous, explosive, combustible, radioactive, toxic, corrosive or noxious materials or substances; (II) nuclear hazard; (III) temperature/humidity; and/or (IV) contamination, including mold, mildew, rust, rot and/or exposure to pollutants and/or contaminants.

This Addendum shall be deemed to modify and supplement, and shall be deemed incorporated into and become a part of your Lease. To the extent any of the terms of this Addendum conflict with the terms of your Lease (including without limitation, Section 20 thereof), the terms of this Addendum shall control. Your Lease shall otherwise remain valid and in full force and effect.

IMPORTANT: YOU MAY DECLINE LDW IF YOU PROVIDE TO EER PROOF OF THE INSURANCE REQUIRED UNDER SECTION 8 OF YOUR LEASE PRIOR TO COMMENCEMENT OF YOUR LEASE TERM. NONETHELESS, NO LDW COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH YOU DO NOT TIMELY PAY THE APPLICABLE LDW FEE.

Lessor's Signature:

Lessee's Signature:

DAMAGE WAIVER GUIDE

1. YOUR RESPONSIBILITIES.

Rental customers or “lessees” are generally responsible for **ALL COSTS AND EXPENSES**

ARISING IN CONNECTION WITH ANY LOSS, THEFT, DAMAGE TO OR DESTRUCTION OF RENTED ITEM(S) regardless of whether the rental customer or lessee was at fault. This can amount to thousands of dollars in additional expense, even for lessees who maintain insurance (e.g., for deductibles, coverage limits, exclusions, etc.).

2. WHAT IS LIMITED DAMAGE WAIVER?

EER’s Limited Damage Waiver (“LDW”) is an **OPTIONAL** program that **ENABLES OUR CUSTOMERS TO LIMIT THEIR EXPOSURE TO MANY CLAIMS** for physical damage to or destruction of “Covered Item(s)” when a covered loss occurs through no fault of the customer.

LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

3. WHAT DOES LDW COST?

The fee for LDW (if offered) is the percentage (of the Rent) charged for LDW set forth on Page 1 of your Lease solely with respect to Covered Item(s). No LDW Fee is applied to purchases, delivery charges, fuel, or tax. All LDW fees are non-refundable.

4. HOW DOES LDW WORK, AND WHAT DOES IT COVER?

In exchange for your purchase of LDW, Eastpoint Equipment Rentals, LLC agrees to waive its claims against you and your company for a portion of the charges identified in Section 5 of this Limited Damage Waiver Guide with respect to Covered Item(s), enabling you to spend your valuable time and money on your business.

5. THE VALUE OF DAMAGE WAIVER.

Our Optional Limited Damage Waiver enables you to avoid costly downtime and expensive repairs and/or replacements by:

(a) Covering:

Repair/Replacement Costs: The cost of repairing and/or replacing Covered Item(s) which suffer physical damage during your lease (subject to the limitations set forth in Section 6 below and the reverse side or Page 1 hereof);

AND

(ii) **Rental Charges:** 100% of the Rent that would otherwise be due under your Lease during the period in which the Covered Item(s) is/are being repaired or replaced (as applicable); **AND**

(iii) **Certain Other Costs:** 100% of the following charges that would normally be due under your Lease: late fees, transportation and storage fees and interest; **AND**

(b) Enabling You to Avoid Costly Insurance Claims and Premium Increases: Costly insurance premium increases are avoided because customers are not forced to file claims on their own insurance policies (increasing their “loss histories”).

6. WHAT IS NOT COVERED?

Following is a summary of what LDW will not cover (as more specifically described on the reverse side or Page 1 hereof):

Certain “Item(s) Not Covered” (including those with respect to which you do not pay the LDW fee in advance) as identified on Page 1;

A “deductible” equal to 20% of the total of all “Repair/Replacement Costs” (as defined on the reverse side hereof);

Repair/replacement costs exceeding \$10,000 in the aggregate across all Covered Items;

Intentional abuse, improper use, gross negligence, and neglect;

Violation of your Lease, applicable laws or any instructions provided by EER and/or any owner(s) or manufacturer(s) of Covered Item(s);

Criminal Activities, War and Terrorism; Actions of Governmental Authorities;

Loss, theft, disappearance of, or any other failure to return, any Covered Item(s);

Maintenance Failures and Damage During Transportation;

Failure to Secure and Protect Covered Item(s);

Use of Alcohol and/or Drugs; and

Exposure to Hazardous Materials, Pollutants and/or Contaminants.

7. HOW DO I USE LDW?

If a Covered Item is damaged or destroyed (an “Event of Loss”) during your lease, you must advise us of the date, time and suspected cause of the Event of Loss in writing within 24 hours. In the event of a reportable accident or vandalism, you must also properly complete and file a police report with local authorities. A copy of the police report must be provided to us within 48 hours after the Event of Loss. You will be 100% responsible for any Event of Loss which is not covered by LDW (e.g., for any Rented Item(s) which you elected not to cover and for Covered Item(s) with respect to which any exclusion(s) referenced in this Limited Damage Waiver Guide (including Page 1 hereof) apply(ies)).

8. HOW CAN I AVOID PAYING FOR LDW? LDW is not mandatory; it is OPTIONAL. If you wish to decline LDW, you must provide Eastpoint Equipment Rentals, LLC with proof that you have the insurance required under Section 8 of your Lease. **NO LDW COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH YOU DO NOT PAY THE APPLICABLE LDW FEE (WHICH, IF CHARGED, WILL BE SET FORTH IN YOUR LEASE).**

1. The Lessee agrees at its own cost and expense to keep said equipment in good working condition and repair during the term of this agreement and to return it to the Lessor in as good condition as it received, normal wear and tear in the hands of a competent operator is expected. Lessor to be the sole judge in determining normal wear and tear and Lessee further agrees to supply a competent operator to operate said equipment if, in Lessor's opinion, it is being damaged in excess of normal wear and tear. For purposes of this agreement, a competent operator is one who may reasonably be expected to operate the equipment leased hereunder without causing damage to said equipment and without inflicting physical injury to himself or any other person because of his inability, inexperience or negligence. Lessee shall not make any material alterations to the equipment without the prior consent of the Lessor.
2. From the time the equipment is delivered to Lessee until it is returned to the Lessor, Lessee shall use and preserve the equipment in a careful, proper and lawful manner and shall be responsible for any loss or damage thereto from any cause whatsoever. Lessee agrees that all equipment, parts, additions, attachments, accessories and repairs at any time made to or placed upon the equipment shall become the property of the Lessor.
3. As applicable, the Lessee agrees to exercise care of the tires / tracks on this equipment. The expense of repairing cuts and breaks in a tread / track or sidewall of any of said tires / tracks or replacement when a tire is damaged beyond repair, will be borne by the Lessee. It is agreed that if the parties hereto cannot agree to the necessity for such repairs or replacements, the parties hereto will be bound by the decision of a representative of a nationally recognized tire manufacturer. Should the tire require replacement as a result of negligence or accident by the Lessee, the cost of replacement shall be borne by the Lessee.
4. Lessee agrees to keep said equipment and Lessee's interest under this Agreement further agrees not to sublease said equipment or offer it for hire. Lessee shall at its own expense protect and defend Lessor's title to the interest in the equipment against the claims and demands of all persons claiming by, through or under the Lessee. Lessee shall not remove said equipment from the State where the equipment was delivered without the written consent of the Lessor. Lessee shall immediately notify the Lessor if the equipment is moved from the location listed above. Lessee will keep the equipment at the address specified above and not remove all or any part of the equipment therefrom without Lessor's prior written consent. Lessee shall not sell, transfer, assign, sublet or use as security or collateral any of the equipment leased hereunder, or any interest in this lease, any attempt to do so shall constitute an event of default hereunder and such attempted assignment, sublease or use as security or collateral shall be void and without effect. Lessee shall, if at any time requested to do so by the Lessor, affix in a prominent position, plates, tags or other identifying labels showing ownership of the equipment by the Lessor.
5. The equipment shall at all times remain the property of the Lessor regardless of the degree of its annexation to real property. The equipment shall not by reason of annexation to personal property become a part thereto.
6. Lessee agrees the Lessor shall not be liable, whether for breach of contract, negligence, strict liability or other tort or breach of duty. Lessee agrees the Lessor shall not be liable for any property damage or for any personal injury, including death, sustained or suffered by any person, firm, entity or corporation in connection with the operation or installation of said equipment, nor for any loss, delay or damage resulting from defect in, accidental breakage of, or inefficiency of said equipment. Lessee agrees to assume all risk and liability for, and agrees to indemnify, save and hold Lessor harmless from all claims and liens, all loss of or damage to the equipment and all loss, damage, claims, penalties, liability and expenses, including attorney's fees, howsoever arising from or incurred because of the use, operation or storage of said equipment.
7. The Lessee shall during the term of this agreement pay any and all taxes, assessments or other charges levied upon said equipment and any sales, use or other tax which may be imposed by state law on this transaction, and shall comply with all laws relating to the operation of said equipment at his own expense. Should the Lessor at its option, make any payment on behalf of the Lessee or incur any expense attributable to or payable by the Lessee, Lessee shall reimburse Lessor therefore on demand. Lessee shall not incur for Lessor's account or liability any expense whatsoever without Lessor's prior written consent.
8. Lessee shall provide full insurance coverage: (a) to cover damage occasioned by all risks of direct physical loss or damage that may occur during the term and in amount equal to the Total Value; and (b) to protect the Lessor with public liability insurance with limits of at least \$500,000 per person and \$1,000,000 for each occurrence unless larger limits are required by Lessor, which Lessee will satisfy upon being advised of the amount thereof. Further, Lessee shall at all times supply Lessor with certificates of insurance which shall be issued by companies satisfactory to Lessor, name Lessor as an additional insured as respects this lease and prohibit cancellation or amendment until after thirty days prior notice shall first have been given to Lessor.
9. Lessee agrees if any one or more of the following events of default shall occur: (a) the Lessee shall fail to pay promptly any rental installment or any other amount due hereunder; (b) the Lessee shall fail to perform any of the agreements to be performed by Lessee as provided herein; (c) the Lessee shall become insolvent or any bankruptcy, reorganization, insolvency, case or proceedings under any federal or state law, now or hereafter enacted shall be instituted by or against the Lessee; (d) the equipment is, in the sole opinion of Lessor, being used beyond its capacity or in any manner improperly cared for, abused or misused then in each such event the Lessor, at its opinion, may without notice, retake possession of and remove said equipment without legal process. In the event of such repossession, the total unpaid rental for the entire rental period, plus any other unpaid rentals, shall become immediately due and payable by the Lessee together with the costs and expenses of such repossession, including the Lessor's reasonable attorney's fees and legal expenses, together with interest on all of the foregoing at the highest rate permitted by law. The above remedies shall not be deemed exclusive.
10. Waiver of any default herein is not a waiver of any other subsequent default. The rights and remedies of the Lessor under this lease are cumulative and are not alternative. The rights and privileges of the Lessor under this lease shall inure to the benefit of its successors and assigns. All agreements of the Lessee contained herein are joint and several if more than one and shall bind the personal representatives, heirs, successors and assigns of the Lessee. Personal pronouns as used herein are intended to refer to corporations, partnerships, and other organizations.
11. Lessor shall retain title to said equipment at all times during the term of this agreement. The Lessee shall not permit any security interest in or any other lien on said equipment or permit anything to be done to impair the title of the Lessor. Lessee agrees not to remove or permit to be removed any serial number, model, name or other indication showing ownership.
12. For the sole purpose of resolving any problem of conflict of laws with respect to filing or recording hereof, it is declared and agreed that this lease shall be deemed to be effective when the equipment is delivered at the address specified above and that questions of filing or recording shall be determined by the law of such place. Lessee agrees to execute any instrument necessary for filing or recording this agreement upon request of the Lessor. Lessee authorizes Lessor or its assigns to file a financing statement signed only by Lessor or its assigns in all places where necessary to perfect Lessor's security interest in the equipment in all jurisdictions whenever such filing is permitted by law. Lessor is hereby authorized, at Lessor's option to insert herein the serial numbers of the equipment and other identifying marks or similar information.
13. Any alterations or modifications with respect to the equipment that may at any time during the initial term of this lease or any renewal term, be required to comply with any applicable law or any governmental rule or regulation shall be at the expense of the Lessee.
14. Any notice required to be given by Lessee or Lessor hereunder shall be deemed adequately given if sent by registered or certified mail to the other party at address stated herein, or at such other place the parties may designate.
15. No variation or modification of this lease and no waiver of any of its provisions of conditions shall be valid unless in writing and signed by Lessor and Lessee.
16. At all times during normal business hours, Lessor shall have the right to inspect the equipment or observe its use and shall have the right to enter the premises where the equipment may be located for such purpose. Lessee shall immediately notify Lessor of any accident, personal injury or property damage connected with the equipment or its use, including the time, place, and nature of the accident and the extent of the damage to the equipment and in the event of any such accident, personal injury or property damage, Lessee agrees to cooperate with Lessor and any insurer of the equipment.
17. Upon the expiration or termination of this Agreement, Lessee, at Lessee's sole expense, shall remove, crate and return the equipment in proper manner, freight and insurance prepaid, unencumbered to Lessor at the place where the rent is paid, or to such other place as Lessor may designate. Any use of the equipment by Lessee beyond the term of this lease shall at the option of Lessor be deemed to be an extension of this lease on a hourly or daily basis only, and all obligations of Lessee hereunder shall continue during such holding over. During any such holding over, Lessor may terminate such lease and take possession of the equipment upon demand after one days notice to Lessee.
18. Lessee shall pay Lessor all costs and expenses, including attorney's fees, incurred by Lessor in exercising any of its rights or remedies hereunder, whether or not suit is commenced.
19. Lessee will, at its expense, promptly and duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time request in order to more definitively effect the intent and purpose of this lease and to establish and protect the rights, interest, and remedies intended to be created in favor of Lessor hereunder.
20. This lease constitutes the final, complete and exclusive agreement between the parties. Lessor shall not be bound by any agreement or representation relating in any manner to this transaction, which is not contained in this contract.
21. This lease shall be governed by and construed under the laws of the State of New Hampshire.