This Rental Agreement is made between the Lessor (the rental company) and the Lessee (the individual or entity renting the equipment), subject to the following terms and conditions and not bound by any prior verbal agreement:

1. **INSPECTION OF EQUIPMENT:** The Lessee acknowledges that they have personally inspected the equipment, found it suitable for their needs, and confirmed it is in good working condition. The Lessee agrees to inspect the equipment before each use and report any defects to the Lessor. The Lessee acknowledges that the Lessor provided instruction on the equipment's controls and basic safe operation.
2. **EQUIPMENT MALFUNCTION:** Should the equipment become unsafe or defective, the Lessee agrees to discontinue use and **notify the Lessor immediately.** The Lessor will attempt to replace the faulty equipment with similar working equipment, if available. **The Lessor is not liable for job delays, lost profits, or any incidental or consequential damage that may result from equipment failure**.
3. **NO WARRANTIES:** The Lessor makes no warranties, express or implied, regarding the equipment's suitability for any particular use, nor that the equipment is free from defects. The Lessee rents the equipment "**as-is**."
4. **LIABILITY AND INDEMNIFICATION:** The Lessee assumes all risks arising from use of the equipment. The Lessee agrees to indemnify and hold harmless the Lessor from any claims, including third-party claims, for personal injury or death, property damage, or losses arising from use, maintenance, or return of the equipment. This includes legal fees incurred in defending such claims.
5. **PROHIBITED USES:** The following uses of the equipment are prohibited and constitute a breach of this Agreement: **a)** Illegal activities or use in violation of any law. **b)** Improper or unintended use, including misuse or abuse. **c)** Use by any person other than the Lessee, without prior written permission from the Lessor. **d)** Use at a location other than the agreed-upon rental address, except for trailers. **e) The Lessee shall not repair, alter, modify, adjust, or tamper with the Equipment.**
6. **ASSIGNMENTS, SUBLEASES, AND LOANS:** The Lessor may assign its rights under this Agreement without the Lessees consent but remains bound by it's obligations. The Lessee may not sublease or lend the equipment without written permission from Lessor.
7. **RETURN OF EQUIPMENT:** The Lessees right to use the equipment ends when the rental period expires. Failure to return the equipment promptly is a material breach of this Agreement. The equipment must be returned in the same condition, subject to normal wear and tear. Damage to glass, tires, tracks, body panels, cosmetic damage to radiators, lights, handles, hoses, dents, and fittings **are not** classified as normal wear and tear. The Lessee is liable for any damage incurred due to late returns and a late fee of $25.00 plus additional rental rates.
8. **INSURANCE:** Where insurance is required, you agree to maintain all documents and policies. Such policies should name Redbird Rental LLC as an additional insured and loss payee, policy valued at a minimum of $500,000 on rented/leased equipment and include such other provisions (including deductibles) as we may require. You irrevocably appoint Redbird Rental LLC as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.
9. **LIMITED DAMAGE WAIVER**: The Lessor charges an optional **Limited Damage Waiver** fee. The L.D.W. is a contractual limitation of the Lessee's financial responsibility to the Lessor on up to $700.00 of qualified damages. The $700 limitation applies to repairable damage only and does not apply to the separate Total Loss provision stated below. L.D.W. is **NOT INSURANCE, A WARRANTY, OR A GUARANTEE OF COVERAGE**. At Lessor's sole and final determination, it provides a non-negotiable credit of up to $700 per Rental Agreement toward parts or labor resulting from **qualifying** accidental physical damage occurring during authorized and proper use of the Equipment, including damage outside of the operator's control. In the event of total loss, the Lessee shall remain responsible for the Equipment's replacement cost, subject only to the following **L.D.W.** limitation: for an otherwise qualifying total-loss incident, L.D.W. may limit the Lessee's responsibility to 20% of the replacement cost, up to a maximum Lessee responsibility of $5,000.00 in the aggregate across all covered items under the Rental Agreement. **Eligibility and the amount of any credit shall be determined solely by the Lessor based upon the cause and circumstances of the incident**, compliance with this Agreement, immediate reporting, truthful and complete disclosure, protection of the Equipment from further damage, and the Lessee's cooperation. The Lessee must immediately stop operation and notify the Lessor of any damage, leak, warning, fault code, unusual condition, or malfunction; continued operation or delayed reporting voids the waiver. The waiver does **not** cover negligence, abuse, carelessness, misuse, improper or unauthorized operation, overloading, failure to follow instructions, theft, vandalism, fire, flood, submersion, collision, rollover, transport damage, towing, winching, retrieval or recovery costs, nor damage to glass, tires, rims, tracks, fittings, lights, batteries, GPS systems, electronics, computer systems, incorrect fuel types, man-lift platforms, cylinders, body panels, dents, scratches. **The waiver does not permit or excuse careless, reckless, abusive or unnecessarily harsh treatment of the Equipment**. All uncredited amounts remain the Lessee's responsibility. Lessor's determination is final and creates no precedent. L.D.W. may be declined by submitting a certificate of rental insurance compliant with Lessor's insurance requirements. L.D.W. fees are non-refundable.
10. **THEFT OF EQUIPMENT AND LOST EQUIPMENT:** The Lessee agrees to pay for the equipment at its replacement value if lost or stolen while in their possession.
11. **PAYMENT OF FEES:** The Lessee agrees to pay all rental fees, service charges, and any late fees. All overdue accounts may incur service charges, and the Lessee will be responsible for any collection or legal fees the Lessor incurs.
12. **REPOSSESSION:** If the Lessee fails to pay or breaches this Agreement, the Lessor may terminate the Agreement and repossess the Equipment without judicial process where permitted by law. The Lessee waives any claims arising from such repossession.
13. **NO REPRESENTATION OF MANUFACTURER:** The Lessee acknowledges that the Lessor is not the equipment manufacture and assumes no liability for any defects in the equipment itself.
14. **LOADING AND UNLOADING EQUIPMENT:** If the Lessor assists in loading or unloading the equipment, the Lessee assumes all risks for any damage or injury that may result. The Lessor is not responsible for damage to the Lessee's vehicle, trailer or property.
15. **TRAILER INSPECTION:** The Lessee agrees to inspect trailer hitches and safety chains before each use and maintain them in a secure condition. The Lessee assumes all liability and responsibility of rated towing capacity for all rented equipment including but not limited to overloading, brake functionality, taillight functionality and condition of the towing vehicle being used. While tie-down equipment may be offered by the Lessor, it is Lessee's responsibility to ensure that all loads are secured properly and to DOT standards. The Lessee will be held solely responsible in the event of any traffic violations and/or accidents or incidents resulting from an improperly secured load. Once the rented equipment leaves the premises of the Lessor, the Lessee will be held responsible and accountable for any/all damages, accidents and/or incidents.
16. **ACCIDENT NOTIFICATION:** In the event of an accident involving the equipment, the Lessee must notify the Lessor immediately.
17. **LIABILITY FOR OVERDUE ACCOUNTS:** All unpaid accounts, including damage and/or repair costs, are due at the end of the rental period. A service charge may be applied to overdue accounts, and the Lessor reserves the right to pursue collection for unpaid balances. The Lessor may pursue lawful recovery of unpaid amounts or assets.

18. **Boom Lifts:** The Lessee Accepted_____ or, Declined _____ the purchase of a fall-protection harness, thereby taking responsibility for injury or death resulting from improper safety equipment and fall-harness use.