



11 Airport Rd, Hopedale, MA 01747 TEL:(855) - 5 - GET ETS

**EQUIPMENT RENTAL AGREEMENT**

**Operating Instructions Acknowledgment**

Customer acknowledges that ETS Equipment Rental has provided operating and safety instructions for the equipment, which may include written and/or oral guidance at the time of rental or delivery.

Customer agrees that all operators have received, understand, and will follow these instructions prior to and during use of the equipment.

Customer further agrees that any use of the equipment outside of the provided instructions constitutes misuse and is done at Customer's sole risk and liability.

This agreement made this \_\_\_\_\_ between E T S EQUIPMENT RENTAL INC.

and Company Name \_\_\_\_\_ Company Phone Number \_\_\_\_\_

**CUSTOMER/RENTER SHIP TO:**


**Insurance to be placed by Customer** Customer's Insurance Agency contact \_\_\_\_\_

Value of Equipment for insurance: **\$110,000,00** Each Piece of equipment listed witnessed, that the Supplier agrees to let, and the Customer agrees to hire, subject to the terms and conditions hereof, the following described machinery and equipment, including subject to the general conditions. Stollen Machines to be included under insurance

**Your company is requested to provide the contact information for your insurance agency, allowing ETS Equipment Rental to directly request the General Liability Certificate of Insurance, including ETS Equipment Rental as an additional insured.**

QTY	TYPE	TO BE USED AT OR NEAR
Damage Waiver <b>Yes No</b>		
DELIVERY COST \$ PICK UP COST \$		
<i>We require up to 72 hours for pick up after contract has ended</i> <b>PICK UP DATE: - if not renewed</b>		
		<b>DATE OF DELIVERY:</b>

**1. Rental Term and Duration**

This agreement guarantees a minimum rental period of 1 day and a maximum rental period of 12 months, subject to renewal via invoice. The agreed rental period is referred to as the "Term" of this agreement.

**2. Rental Rates and Charges**

The rental rate for each machine is \$ \_\_\_\_\_ + Damage Waiver + applicable taxes + delivery/pick-up fees, charged on a period of \_\_\_\_\_. All charges are estimates based on the anticipated rental duration and Customer-provided information.

- Overtime Rate: \$0 based on a maximum of 224 hours per 28-day period.
- Payment: All rental payments shall be made in advance. If a Net 30 agreement is in place, the advance payment requirement is waived. However, the initial payment must be made before equipment delivery.

### **3. Daily Rate and Partial Periods**

One day rental = one (1) 8-hour shift within a 24-hour period. Partial periods within the maximum term are calculated as 1/20 of the monthly rate per day. •

Weekly Calculation: Any period exceeding 2 days is considered a week.

• Monthly Calculation: Any period more than two weeks but not exceeding four weeks is deemed a month.

### **4. Cancellations**

A 24-hour notice is required for cancellations. If the delivery truck has left our yard prior to notice, a delivery fee will be charged.

### **5. Term Expiry and Renewal**

At the end of the maximum rental term, the agreement is terminated unless renegotiated. An invoice may revalidate the original agreement at current rates. **6.**

### **Wear and Tear**

Rental rates include normal wear and tear. Excess wear or damage (including to belts, rollers, tires, tracks, etc.) will be the Customer's responsibility and deducted from the security deposit.

### **7. Customer Maintenance Responsibility**

Customers are responsible for maintenance and replacement of wearable parts during the rental term. Homeowners are liable for damages to equipment or third parties. **8.**

### **Ownership and Equity**

Rental payments do not confer equity or ownership rights.

### **9. Tire Damage**

Damage to tires, including cuts or blowouts, is the Customer's responsibility.

### **10. Mechanical Support**

ETS technicians are available to address mechanical/electrical issues. ETS requires **24 business hours** from notification to dispatch a technician. •

Customer Fault: Operator errors (e.g., running out of fuel) incur a \$125/hour technician fee (shop-to-shop time).

• ETS Responsibility: All verified mechanical/electrical issues are repaired at ETS's expense.

### **11. OSHA Compliance, Fall Protection and Hoisting Safety & Regulatory Compliance**

Contractors/subcontractors must provide fall protection equipment. ETS is not responsible for providing or maintaining this equipment.

The Customer agrees that all hoisting machinery will be operated strictly in accordance with:

- (a) the manufacturer's operator's manual.
- (b) applicable OSHA construction and general industry standards; and
- (c) all Massachusetts and Rhode Island hoisting regulations, including but not limited to 230 CMR 6.00 in Massachusetts.

The Customer is responsible for ensuring that operators understand and comply with these requirements and for immediately stopping operation and notifying ETS in the event of any suspected mechanical failure, unsafe condition, or incident involving the Equipment.

(d) ETS Equipment Rental provides basic operating and safety instructions at the time of rental or delivery. The Customer is solely responsible for ensuring that all operators are properly trained, qualified, and fully understand the operation of the equipment before use.

Failure to follow provided operating instructions and applicable safety regulations shall be considered misuse of the equipment and may result in full liability for any damages, injuries, or losses.

### **12. Equipment Malfunction or Misuse**

If equipment is malfunctioning or unsuitable, the Customer must cease use and contact ETS immediately. The Customer is liable for damages resulting from misuse or use of damaged equipment. Any operation of the equipment in a manner inconsistent with the operating instructions provided by ETS Equipment Rental shall be considered misuse and is the sole responsibility of the Customer.

### **13. Licensing Requirement – Hoisting Machinery (MA & RI)**

A) In Massachusetts and Rhode Island, any equipment that qualifies as hoisting machinery under applicable state regulations may only be operated by: (a) an operator holding a valid state hoisting license for the appropriate class and type of equipment; or

(b) in Massachusetts, for compact hoisting machinery with a gross vehicle weight not exceeding 10,000 lbs, an operator holding a valid temporary hoisting permit issued through ETS Equipment Rental Inc.'s approved short-term rental program.

The Customer is solely responsible for ensuring that each person who operates the Equipment meets all legal requirements, including being at least eighteen (18) years of age, holding a valid driver's license where required, and complying with all state hoisting laws and regulations. ETS may refuse to release the Equipment, or may suspend operation, if satisfactory proof of proper licensing or temporary permitting is not provided.

B) Temporary Permits for Compact Hoisting Machinery (Massachusetts Only)

(a) ETS Equipment Rental Inc. is authorized under Massachusetts regulations as a short-term rental entity to issue temporary permits for compact hoisting machinery with a gross vehicle weight not exceeding 10,000 lbs.

(b) Where the Customer elects to use a temporary permit instead of a hoisting license, the Customer agrees that each operator of the Equipment shall: (i) be at least eighteen (18) years of age;

(ii) hold a valid driver's license; and

(iii) successfully complete ETS's approved training and examination before operating the Equipment.

(c) Temporary permits issued through ETS are:

(i) valid only for the specific compact hoisting machinery identified on the permit;

(ii) valid only for the rental term stated on the permit;

(iii) non-renewable and limited by law to a maximum of twenty-eight (28) days for the first temporary permit issued to the operator in a calendar year, and fourteen (14) days for any subsequent permits in that calendar year; and

(iv) subject to a restriction that no person may receive more than one temporary permit in any forty-five (45) day period.

(d) The Customer shall ensure that any temporary permit holder carries, at all times while operating the Equipment, both:

(i) the original temporary permit; and

(ii) a valid driver's license,

and that these are presented upon request of any inspector or public safety official.

(e) The Customer acknowledges that ETS is required to maintain copies of applications, examinations, and temporary permits for the period required by law and authorizes ETS to retain and, if requested by regulatory authorities, provide such documentation.

(f) If the Customer wishes to rent compact hoisting machinery beyond the validity period of a temporary permit, the Customer understands that additional training and examination may

be required and that ETS may be unable to issue further temporary permits due to regulatory limits.

**14. Fuel and Return Options**

- **Lost Key Fee:** [\\$25](#).
- **Pay on Return Fuel Option:** [\\$8.90/gallon](#).
- **Return Full Option:** [No fuel charge if returned with the same fuel level](#).

**15. Equipment Cleanliness**

All excavator tracks must be cleaned before pick-up or cleaning fees will apply.

**16. Return Timing for Customer Pick-Ups**

Equipment must be returned by the contract end date and time. A 1-hour grace period applies:

- **1-4 hours late:** Half-day rental fee.
- **Over 4 hours late:** Full-day charge per additional day unless due to force majeure.

**17. Transfer of Equipment to Third Parties**

- Customer must notify ETS 24 hours in advance if transferring equipment to a third party.
- Damages must be reported within 24 hours post-transfer. The primary customer is responsible until contractually transferred.
- The responsibility for returning the machine with a full fuel tank lies with the last renter in possession of the equipment.

**18. Equipment Call-Off Requirement**

Customers must notify ETS via phone or email when equipment is no longer needed. Rental charges will continue until an official "Call-Off" is received and a pick-up ticket is issued. Failure to do so results in ongoing rental charges.

**19. Agreement Acknowledgment**

Customer acknowledges all terms and agrees to the charges as outlined in this agreement and any associated documents signed via DocuSign. **20.**

**Signature Requirement**

Failure to sign this agreement cancels the rental. Pre-paid amounts will be refunded if no signature is obtained.

**IMPORTANT NOTICE**

It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price not paid within said time period shall thereafter bear interest in the HIGHEST PREVAILING RATE. All claims and returned goods MUST be accompanied by this invoice. There will be no refund or exchange on electrical parts. The factory warranty constitutes all the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

**Rental Equipment Protection**

Lessor offers optional Rental Equipment Protection (REP) for its equipment. REP is not insurance, but a contractual damage waiver covering accidental physical damage, vandalism (with police report), fire, wind, hail, flood (excluding storm surge), and theft with police report and reasonable site security.

If Lessee purchases REP, Lessor waives recovery for covered accidental damage, subject to a deductible of \$1,000 per incident for equipment valued up to \$25,000, or \$2,500 for equipment valued above that amount.

REP does not cover damage resulting from misuse, abuse, overloading, intentional acts, failure to return equipment, wear and tear (including tires, tracks, glass, fluids, and ground engaging tools), unauthorized repairs, transportation not performed by Lessor, or theft without a police report or reasonable site security. Lessee must promptly notify Lessor of any loss or damage and cooperate with the claim process.

The REP fee, once purchased, is **non-refundable**, even if no claim is made or the service is not used during the rental period.

**Authorized Customer**

**\*By signing this Agreement, you acknowledge the validity of all clauses contained herein and confirm that you have read, understood, and agreed to all of them. By signing below, Customer acknowledges that it has read and understood the hoisting licensing and temporary permit requirements in this Agreement and agrees to comply with all applicable Massachusetts and Rhode Island hoisting regulations when operating any hoisting machinery rented from ETS Equipment Rental Inc.**

**Signature**

**Full name (in Block)**