



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

EQUIPMENT RENTAL AGREEMENT

1. Rental Term and Duration

This agreement guarantees a minimum rental period of 4 hours 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

All charges are estimates based on the anticipated rental duration and Customer-provided information.

- Overtime Rate: Overtime usage shall be charged based on the daily rental rate divided by eight (8) hours to determine the hourly rate, plus an additional fifty percent (50%) applied to such hourly rate for each overtime hour.
- All rental payments shall be made in advance. If a Net 30 agreement is in place, the advance payment requirement shall be waived. In such cases, the invoice will be issued on the day of the reservation and shall be due within thirty (30) days from the date of equipment delivery.

3. Insurance and Equipment Value Clause

The value of each piece of equipment covered under this Agreement shall be established at \$110,000.00 per unit for insurance purposes.

The Supplier agrees to lease, and the Customer agrees to hire, the machinery and equipment described herein, subject to all terms, conditions, and general provisions set forth in this Agreement.

All equipment, including in the event of theft or loss, shall remain covered under the Customer's insurance policy for the full replacement value stated above.

The Customer shall provide and maintain adequate insurance coverage, including but not limited to General Liability Insurance. The Customer further agrees to provide the contact information of its insurance agency to ETS Equipment Rental, authorizing ETS Equipment Rental to directly request a Certificate of Insurance. Such certificate must name ETS Equipment Rental as an Additional Insured for the duration of the rental period.

4. 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.

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.

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.

Move

- A. The **transportation/move** fee is based on the total mileage and time traveled, including the distance from the ETS store to the pickup location, from the pickup location to the delivery address, and back to the ETS store.
- B. Payment must be made prior to **transportation/move**, unless otherwise agreed in writing. An invoice or receipt will be issued upon payment confirmation.
- C. The transportation may occur at any time during the scheduled day. It is the Client's responsibility to ensure the equipment is ready and accessible for pickup on that date.
 - If the equipment is not ready for loading when the truck arrives, or if any delay occurs due to site conditions, access restrictions, or other client-related causes, **an additional fee of \$125.00 per hour will apply**, calculated based on the waiting or delay time.
 - ETS will perform the transportation/move using proper vehicles and equipment, following all applicable safety standards.
 - The Client must ensure that both pickup and delivery locations allow safe and adequate access for the truck and the machine.
- D. ETS Equipment Rental is responsible for the equipment only during transportation. Once the equipment is delivered to the destination specified above, all responsibility for its safety and condition transfers back to the Client.
- E. Any change of address or schedule must be communicated at least 24 hours in advance.
- F. ETS reserves the right to refuse transportation if site conditions are unsafe or unsuitable.

ALWAYS REFER TO THE EQUIPMENT LOAD CHART AS TO ACTUAL LIFTING CAPACITIES IN ALL THE EQUIPMENT'S LOAD RANGES ** WARNING ** - FORKLIFTS ARE NOT TO BE USED FOR LIFTING PERSONNEL NOTICE: IN MASSACHUSETTS & RHODE ISLAND, ANY EQUIPMENT THAT CAN LIFT 10 FEET OR MORE, 500 POUNDS OR MORE, OR 1/4 YARD OR MORE OF MATERIAL MAY ONLY BE OPERATED BY AN INDIVIDUAL WITH A VALID STATE HOISTING LICENSE OR, IN MASSACHUSETTS FOR COMPACT MACHINERY UP TO 10,000 LBS, A VALID TEMPORARY HOISTING PERMIT ISSUED THROUGH ETS

1. The total charges are an estimate based on the estimated rental period and other information provided by the Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact ETS EQUIPMENT RENTAL immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder and indemnifies ETS EQUIPMENT RENTAL for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on The agreement sent and signed via DocuSign. Customer must contact ETS EQUIPMENT RENTAL to request pickup of Equipment, retain the Pick-Up Number given by ETS EQUIPMENT RENTAL and will be responsible for Equipment until actually retrieved by ETS.

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 at 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 of 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.

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.**