



P. O. Box 368
 Marquette, MI 49855
 mrmqt.com
 906-228-4200 Phone
 906-228-9379 Fax

Status: Quote

Quote #: q574596-1

Quote To: Mon 8/12/2024 9:00AM

Operator: WAYSTEDT, ARON

Terms: 30 Days

Customer #: 3813

Gladstone, City Of

Phone 906-428-9577

1100 Delta Ave

Job Descr: Used Compressor Purchase

GLADSTONE, MI 49837

Ordered By: Barry Lund 906 241-7519

Qty	Key	Items Sold	Disc Amt	Status	Each	Price
1	0330#D903	AIR COMPRESSOR,185CFM,TOWA BLE DIESEL Model Year:2019 Serial #491150UAADG89 Model #P185WDO-T4F	\$0.00	Sold Asset	\$18,600.00	\$18,600.00

Rental Purchase Option
 Used machine Sold as is
 Will apply up to 1 month rental towards purchase

Quote valid for 30 days.

Sales:	\$18,600.00
Subtotal:	\$18,600.00
Total:	\$18,600.00
Paid:	\$0.00
Amount Due:	\$18,600.00

Signature: _____

Gladstone, City Of

SCHEDULE A**SALE TERMS**

1. All purchases will be paid for in cash, local check, bank money order, or by Visa, MasterCard, or Discover credit card. No other forms of payment will be accepted.
2. Payment will be made in full within 30 days after invoice. Any account balance unpaid after 30 days following invoice is past due and will accrue interest at the highest rate permitted by law, or at the rate of 18% per annum, (lit2S)/S per month, whichever is less.
3. In the event an account is turned over to a collection agency or to an attorney for collection, buyer agrees to pay all costs and expenses of collection, including collection fees and actual attorney fees and court costs.
4. Non-defective goods may, at the sole discretion of seller, be returned for credit only, within 30 days after the date of sale. Seller reserves the right to impose a restocking charge if return is allowed.
5. Seller makes no express warranty for any goods sold. The only warranties extended are those provided by the manufacturer of the goods.

BUYER PURCHASES ALL GOODS "AS IS": THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

In the event of any breach of warranty, buyer's sole and exclusive remedy shall be a refund of the purchase price upon return of the goods, or the repair and replacement of nonconforming goods or parts, at the option of seller.

Seller is not liable for any consequential damages.

RENTAL TERMS AND CONDITIONS

MIDWAY RENTALS, INC., a Michigan Corporation hereinafter called "Lessor," hereby rents and leases to the Lessee strictly prohibited.

"Lessee" and Lessee hereby rents and leases from the Lessor, the personal property, equipment, and articles identified on the reverse side hereof, hereinafter collectively referred to as "equipment" subject to the following terms and conditions.

per annum, whichever is less, upon all delinquent accounts, and further agrees to pay upon demand. all account. An account Any person signing this Agreement represents and warrants that he/she is of legal age and has the authority to sign this Agreement on their own behalf or on behalf of the company or entity.

k. The operation of any leased vehicular equipment by any driver under 21 years of age is

I. Lessee agrees to pay interest at the highest rate permitted by law or at the rate of

reasonable collection costs and actual attorney fees incurred in collection of any delinquent is delinquent when it is more than 30 days past due.

m. The rental period starts when equipment leaves the Lessors facility and stops when it is returned to such a. Lessee agrees to pay the rental rates shown on the reverse side. The daily rate is for a 24-hour period. facility.

b. Lessee agrees that he has been afforded an opportunity to carefully inspect and test the equipment being rented prior to leaving the Lessor's premises. Upon Lessee's removing the equipment from the premises of the Lessor, or upon Lessee's accepting delivery of the equipment from the Lessor, it shall be conclusively presumed that Lessee has in fact examined the equipment and has found it to be in good working order and accepts said equipment in its "AS IS" condition.

c. **INSPECTION OF TRAILER HITCH:** Lessee agrees to inspect any trailer coupling mechanism and safety chain before leaving the Lessor's premises. The Lessee also agrees to inspect the equipment periodically (half way to destination or every 100 miles, whichever is less) and to maintain the coupling and chain in a safe and secure manner. The Lessor is not liable for damage to the Lessee's bumper or vehicle caused by tinkering. Lessor is not liable for damage to materials, equipment, persons, and/or property incurred during transit by Lessee.

d. Upon expiration of the lease or termination of this agreement the Lessee shall immediately return the rented equipment, and all attachments and parts belonging thereto, to the place of business of Lessor in the same condition as received, ordinary wear and tear excepted. Lessee further agrees to pay for all damage resulting to said equipment while same is in Lessee's possession or under Lessee's control, actual or constructive. If equipment is lost, stolen or destroyed while in Lessee's possession or control, Lessee will pay to Lessor the full current replacement cost thereof.

e. **INDEMNIFICATION:** Lessee agrees to indemnify, defend and hold Midway Rentals and any of its officers, directors, shareholders, agents, employees, representatives and affiliated entities harmless from and against any and all liability, claims, loss, damage or costs including, but not limited to, attorney fees, loss of profits, business interruption or other special or consequential damages relating to, or flowing from property damage, bodily injury or damages related to wrongful death, arising out of the operation, use, possession or rental of the equipment, This provision also includes any claims against Midway Rentals based upon strict liability or product liability,

f. It is understood and agreed that said equipment is leased to Lessee by Lessor and will be used by the Lessee at the designated address for the stated period and solely for the purpose for which said equipment was manufactured and intended. It is further understood and agreed that said equipment will not be removed from the designated address for use at any other address without the express written consent of the Lessor, Lessee shall not transfer possession of the equipment to any other person, firm, corporation, or entity.

g. In the event the Lessee desires to extend this lease beyond the expiration date originally agreed upon, it is understood and agreed that the Lessee shall immediately notify the Lessor of said desire and obtain Lessor's written approval and terms for said extension, which may be done by Lessor issuing an Order Confirmation. Lessee agrees that if any of said equipment is lost, stolen, or destroyed. Lessee will immediately notify Lessor of same and will furnish Lessor with proper affidavits, satisfactory to Lessor, covering the facts of such loss, theft, or destruction.

h. **NOTICE:** Failure to return said equipment can, in certain circumstances, be considered a theft, resulting in criminal prosecution. Failure to return such equipment on demand may constitute an act of theft and may be prosecuted whether or not said equipment is subsequently recovered. Failure, refusal, or neglect to return the equipment within 48 hours after the agreed rental period has expired, or the presenting of false, fictitious, or misleading identification to the Lessor at the time of rental, shall be prima facie evidence of an intention to commit larceny.

i. In the event of any breach of this lease by Lessee, or failure of Lessee to pay any rental or any other charges when due, or insolvency or bankruptcy of Lessee, or failure of Lessee to perform any promise, agreement, covenant, or condition on Lessee's part, Lessor or its agent shall be permitted, and they are hereby authorized, to go to Lessee's or any other person's property and retake the leased equipment without giving Lessee notice and without legal process. Lessee does hereby grant unto Lessor or Lessor's agents permission to come onto any property wherein said equipment is located for the purpose of retaking it except that the Lessor shall not commit any breach of the peace in repossession of the equipment. In addition to the provisions of (d) above, Lessee agrees that he shall be responsible for and pay the rental rate provided for herein for any such lost, stolen or destroyed equipment, from the date of occurrence of said loss, theft or destruction until Lessor is notified of such loss, theft, or destruction. Lessee further agrees to pay any and all costs and expenses incurred by Lessor in the retaking of said equipment, including actual attorney fees and court costs.

j, The exact manner in which the equipment will be used and the qualifications or lack thereof of Lessee are beyond the control of the Lessor. Lessor therefore expressly disclaims and has no responsibility for Lessee's compliance or failure to comply with O.S.H.A. and/or any other governmental safety or health regulations or standards or industry standards,

n. Equipment which has an hour meter may be operated up to 8 hours, at the daily rate, during a 24 hour period. Usage of more than 8 hours per 24 hour period will accrue additional hourly charges.

o. It is understood and agreed that Lessee will immediately discontinue the use of any equipment should said equipment, at any time, while in the Lessee's possession or under Lessee's control, become unsafe or in a state of disrepair, and Lessee will immediately notify Lessor of said facts. Lessor agrees that Lessor may, at its discretion, with reasonable dispatch after receiving said notice, replace said equipment with other equipment in good working condition,

p, Lessor's failure, at any time, to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessors right thereafter to require compliance with any other provisions hereof. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and are not alternative. No representations, warranties, promises, guarantees or agreements, oral or written, express or implied, have been made by Lessor with respect to this lease of equipment, except as expressly provided herein. This lease represents the entire agreement between the parties hereto and may not be amended except by the express written consent of the Lessee and Lessor or their representatives. In the event of any litigation arising out of the rental of equipment by Lessor to Lessee, the parties agree that the proper venue for all legal actions shall be in Marquette County, Michigan. Lessee waives its rights to a trial by jury.

q. If any clause, provision, or paragraph of this agreement is found to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the remainder of this agreement. This agreement shall be governed by the laws of the State of Michigan.

r. **DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE'S SOLE REMEDY FOR ANY FAILURE OF, OR DEFECT IN EQUIPMENT, SHALL BE THE TERMINATION OF THE RENTAL CHARGES AT THE TIME OF FAILURE, PROVIDED THE EQUIPMENT IS RETURNED TO THE LESSOR FOR LESSOR'S TAKING WITHIN 24 HOURS FROM THE TIME OF DEFECT, LESSOR SHALL NOT BE RESPONSIBLE TO LESSEE OR ANY AGENT OR EMPLOYEE OF LESSEE OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND WHATSOEVER, INCLUDING ANY SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, THE RENTAL OF SAID EQUIPMENT, THE OPERATION OR USE OF SAID EQUIPMENT OR ANY DEFECT IN OR FAILURE OF SAID EQUIPMENT. LESSEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LESSOR AGAINST ANY AND ALL COSTS, EXPENSES. CLAIMS OR JUDGMENTS, INCLUDING REASONABLE ATTORNEY FEES, INVESTIGATION COSTS. DEFENSE EXPENSES AND COURT COSTS. FOR OR ON ACCOUNT OF ANY PERSONAL INJURIES, DEATH, OR PROPERTY DAMAGE SUSTAINED BY ANYONE, ARISING OUT OF THE USE OR MISUSE OF THE EQUIPMENT HEREIN LEASED, ARISING OUT OF ANY DEFECT IN THE DESIGN OR MANUFACTURE OF SAID EQUIPMENT, OR ARISING OUT OF THE LESSOR'S NEGLIGENCE OR FAILURE TO WARN, OR FROM ANY OTHER CAUSE OR CONTRIBUTING CAUSE.**

s. If Lessee has insurance covering any loss or damage to the equipment, Lessee shall exercise all rights available to him under said insurance, take all action necessary to process said claim, and Lessee further assigns said claim and any and all proceeds from such insurance to Lessor. Upon request of Lessor, Lessee shall furnish the name of his insurance agent, insurance company and complete information concerning insurance coverage carried, If a police report is made for any loss, damage, theft or disappearance of any rented equipment, or any personal injury or property damage arising out of the use of the rented equipment, Lessee will promptly furnish a copy of the police report no Lessor. Lost revenue charges may apply.

t. At the sole discretion of Lessor, the Lessee may be required to obtain property and/or liability insurance against risk of loss or damage to the equipment and for bodily injury or personal or advertising injury arising out of the maintenance, operation, use and possession of the equipment. Midway Rentals shall be placed as an additional insured for liability insurance and as an additional loss payee for property insurance. Any insurance required by this Agreement shall include a waiver of rights of recovery against Midway Rentals or its insurers by the Lessee and its insurers, as well as a waiver of subrogation against Midway Rentals and its insurers.

u. Lessee will not allow the equipment to be used or operated by anyone other than Lessee or the adult (over 21 years of age) agents and employees of Lessee.

v. Rates are subject to change without notice.

DAMAGE WAIVER PLAN

If Lessee purchases the Midway Rentals, Inc. Damage Waiver Plan, Lessor waives any claim against the Lessee for direct physical loss of or damage to the rented equipment from any external cause, except as follows:

1. Lessee will be responsible for the first \$1,000.00 or 10% of the repair or replacement cost, whichever is greater. If said equipment has a replacement cost of less than \$1,000.00, then Lessee shall pay 50% of replacement cost.
2. Lessee will be responsible for all loss or damage as a result of theft, vandalism, or malicious mischief.
3. Lessee will be responsible for loss or theft of accessory items — such as power cords, wrenches, hoses, bits, etc.
4. Lessee will be responsible for loss or damage resulting from overloading rated capacity, misuse, abuse, or improper servicing of equipment including inadequate or improper lubrication, excessive wear and tear, or failure to prevent from freezing.
5. Lessee will be responsible for damage to tires and tubes caused by blowouts, bruises, cuts, or other causes inherent in the use of the equipment.
6. Lessee will be responsible for loss due to disappearance or wrongful conversion by a person entrusted with equipment.
7. Lessee will be responsible for loss or damage caused by negligence of the Lessee, his employees, or persons to whom the equipment is entrusted.
8. Lessee will be responsible for loss or damage to the equipment as the result of violation of any of the terms of the rental contract or use not permitted by law.

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