



Front Loader Rental  
**Rental Quote and Terms**

Customer Name: City of Mission - 1201 E. 8th Street., Mission, Texas 78572

Thank you for choosing Reliance Equipment for your rental needs. Below are the rates and terms relating to your request for rental. Please sign and return this form in order to proceed with rental. If you have any questions, please feel free to call any time.

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Rental Rate is \$ **N/A** per day \$ **4,300** per week \$ **10,750** per 28 days

Rental Deposit of \$ **4,500** is due when unit and any accessories are picked up. Customer to send payment for 2<sup>nd</sup> period at 28 days from will call date.

Rental period begins at time of Customer's signed receipt of equipment and will continue until the nozzle and any included accessories are confirmed to be received at a Reliance location.

Normal payment terms are Net 30 days. All past due accounts will be charged a 1.5% service fee per month.

Rates are based on usage of **8 hours per day / 40 hours per week. Additional hours will be invoiced at \$75 per hour.**

Rental will continue until ALL items are returned. Missing or damaged items / accessories will be charged and normal replacement values and/or labor rates.

Prior to equipment leaving Reliance premises, customer shall have on file with Reliance Equipment insurance coverage with the following limits listing Reliance Equipment as additional insured:

**A) Property Damage \$2,000,000.00**

**B) Liability \$2,000,000.00**

**C) Physical Damage \$600,000.00**

Customer is responsible for **ALL** damage to equipment and rental will continue until the equipment is back in rental condition.

Customer shall ensure that only properly trained staff are permitted to use and operate the rental units. Reliance Equipment will provide local **delivery and training upon request at a delivery with training at a rate of \$65 per hour.** For all shipped non-local rentals, customer is responsible to ensure they receive local training. Also, customer is responsible for all end user training and will ensure that only properly trained personal are allowed to operate the units.

All other terms of Reliance Equipment's normal rental agreement shall apply to all rentals.

Accepted by:   X   Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_



## General Rental Terms and Conditions

1. This is a rental contract only and not a contract of sale. Customer agrees that Customer has rented the equipment upon the express condition that the equipment will at all times remain the property of Reliance Equipment. Customer will not sub-rent to others, sell, transfer, or assign its interest in the equipment.
2. Customer will pay promptly when due all charges that accrue because of this rental, including the cost to repair or replace any damage to the equipment. All charges are based on the time the equipment is in Customer's possession whether or not in use. Unless expressly agreed otherwise, the rental rate is based upon usage of up to 8 hours per day/40 hours per week and includes 1,250 miles per month; excess usage will result in additional charges. Should the rent or any charges be at any time unpaid, Customer shall pay interest on such arrears at the rate of 1.5% percent per month from the date of default until the arrears shall be paid, together with all reasonable collection charges and expenses.
3. Customer shall examine the condition of the equipment before taking possession and will return it in materially the same condition as when Customer received it. Customer shall not alter the Equipment without Reliance Equipment's prior written consent. Customer will immediately notify Reliance Equipment if any part of the equipment is not functioning normally.
4. Customer, at its own cost and expense, shall maintain and keep the Equipment in good repair, condition and working order. Customer is responsible for normal maintenance including scheduled oil changes and replacement of wear items. Reliance Equipment will provide routine service work and oil changes at no charge provided Customer brings the equipment into our Converse or Fort Worth locations for the scheduled service. Equipment will have new or like new wear items such as dirt shoes, hoses, and similar items at initiation of rental. Such wear items will be replaced at the rental return and invoiced to Customer. Customer will be charged for broom bristle wear at the rate of \$50.00 per inch of wear. All service records shall be provided to Reliance Equipment upon request. Failure to complete normal service requirements could result in additional charges. Flat tires are entirely the responsibility of Customer. Antifreeze precautions must be taken in accordance with manufacturer's specifications.
5. Customer shall not use equipment in abrasive work environments such as heavy sand, salt or corrosive materials. Damage as a result of improper use or other use that causes damage to equipment will be paid for by the Customer and rent shall continue until the equipment is back in pre-rental condition.
6. Customer shall ensure that only properly trained and licensed personnel are permitted to operate the equipment. Reliance Equipment will provide training time of up to 4 hours at delivery. Additional training is available at any time upon Customer's request for an additional charge.
7. Any movement of the equipment from the location identified by Customer as the place of use requires prior notification and approval of Reliance Equipment. Reliance Equipment shall have the right to inspect the equipment at any reasonable time.
8. In the event Customer fails to return the equipment at the agreed time or fails to abide by any of the other items of this agreement, Reliance Equipment may take possession of the equipment, wherever it may be located, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this agreement.
9. Prior to taking delivery of the equipment, Customer shall procure at its own expense and keep in force during the rental period the following insurance coverage with minimum limits in the amounts indicated:
  - a. Commercial General Liability. Insurance shall include: bodily injury, personal injury, products/completed operations, and blanket contractual coverage including Customer's indemnity obligations, and Broad Form Property Damage coverage with bodily injury and property damage combined single limits of at least \$2,500,000 per occurrence.
  - b. Automobile Liability Insurance. Insurance shall include owned, non-owned, leased and hired vehicle coverage with a combined single limit of at least \$2,000,000 per occurrence for bodily injury and property damage.



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- c. Property Insurance. Customer will maintain property insurance on the equipment written on an "all-risk basis" insuring on a replacement cost basis for the full value of the equipment covering all risk perils including, but not limited to fire, extended coverage, collision, flood and earthquake.

The insurance required above shall include Reliance Equipment as a loss payee, as its interest may appear, or additional insured. Customer shall furnish Reliance Equipment with copies of certificates of all insurance required by this Agreement. Customer shall require the insurance carriers to provide thirty (30) days prior notice to Reliance Equipment before cancellation, non-renewal, or material change of the insurance set forth above.

10. Customer agrees to protect the equipment against loss, theft or damage, to utilize the equipment in a careful and proper manner, to comply with all laws, rules and regulations of all federal, state or local governments or agencies which affect the use, operation or maintenance of the equipment, and to indemnify, defend and hold harmless Reliance Equipment from any and all fines, forfeitures, seizures, penalties and liabilities that may arise from any infringement or violation of any such law, rule, or regulation by Customer, its agents or employees, or any other person, or that may result from the use, possession, operation or condition of any of the equipment. Customer further agrees to indemnify, defend and hold harmless Reliance equipment from and against any and all claims, liens or liabilities arising from work performed or products, materials or services supplied in connection with the operation or maintenance of the equipment.
11. Loss or damage or any claim for loss or damage to the equipment or to the property of third persons, or injuries to any persons arising out of the use of the equipment shall be the sole responsibility of Customer. Customer agrees to indemnify, defend, and hold harmless Reliance Equipment, its officers, directors, employees, from any such claim, including all legal fees and other costs incurred in defending any lawsuit. Regardless of cause, Customer will not assert any claim whatsoever against Reliance Equipment for loss of profits or any other indirect, special or consequential damages even if Reliance Equipment has been notified of the possibility thereof.
12. Customer shall bear the entire risk of loss to the equipment during the term of this agreement. No loss, theft or damage to the equipment shall relieve Customer of its obligation to pay rent or otherwise perform under this agreement. In the event of loss, theft or damage to the equipment, Customer shall, as directed by Reliance Equipment, and regardless of the extent or existence of insurance coverage, place the same in good condition and repair as it was prior to the event, or replace the same with equipment of at least like condition, quantity and quality, with clear title in Reliance Equipment, or pay to Reliance Equipment the replacement cost of such equipment at the time of the loss, theft or damage.
13. In the event Customer defaults under this agreement, Customer shall reimburse all reasonable costs and attorneys' fees incurred by Reliance Equipment in connection with the default, whether or not suit is instituted. If any suit, action or other proceeding of any nature (including any contested matter or adversary proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover reasonable fees of attorneys, paralegals, accountants and other experts, and all other fees, costs and expenses actually incurred in connection therewith, as determined by the judge at trial or on appeal or review, in addition to all other amounts provided by law.
14. Customer shall indemnify, defend and hold harmless Reliance Equipment from and against all claims, actions, proceedings, fines, penalties, costs, damages and liabilities, including attorney fees, arising out of or resulting from the possession and use of all or any of the equipment by Customer. Such indemnity includes, but is not limited to, loss or damage to the equipment due to collision, theft, loss or other casualty, and death or injury to or damage to the property of Customer or any other person or entity resulting in whole or in part from the use or condition of the equipment while in the custody, possession or control of Customer.
15. Customer is responsible for reporting, filing and payment of any and all state and federal related permits along with IFTA and PUC Taxes.