

"TONS OF QUALITY"



"Service that Delivers"...



BRICK • TILE • BLOCK • STONE • SAND • GRAVEL • CEMENT • STEEL • FIREWOOD • BBQ'S • TOOLS • RENTALS

Date: _____

Reference # _____

RENTAL EQUIPMENT LEASE TERMS

The Lessee agrees to indemnify and save Sepulveda Building Materials from any liability, claim or expense arising from any injury or damage to his person or property or the other persons or property that may occur while said equipment is in his custody or as a proximate result of its being in his custody. In the event of any accident, the Lessee agrees to make a written report to Sepulveda Building Materials.

This agreement is made on the date shown above SEPULVEDA BUILDING MATERIALS, INC., a California corporation hereinafter called LESSOR and the Corporation of Individual named above (leased to) hereinafter called LESSEE. Please see the back side for further terms and conditions.

WITNESSETH:

The LESSOR hereby leases to the LESSEE the equipment described above for the term shown above. The LESSEE shall pay the LESSOR rent also described above. LESSEE will use the equipment leased only for the purpose for which the leased equipment was designed.

PRINT LESSEE NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: () _____

If the equipment is not properly cleaned after use, LESSEE agrees to pay \$50.00 cleaning charge. If concrete is left in the trailer, there will be a \$50.00 charge to clean it. Please dump the concrete at your job site and return the trailer clean, using the scrub brush provided.

The first two (2) hours are no charge for use of the concrete trailers. If the equipment is used more than those two (2) hours, a fee of \$48.00 per hour will be charged, prorated by the quarter (1/4) hour, i.e. 1/4 = \$12.00, 1/2 = \$24.00, 3/4 = \$36.00 rounded up.

The LESSEE acknowledges that he has inspected said trailer, trailer hitch, and safety chain, and the other items of equipment, and that he has found the trailer and hook-up safe and secure and the other equipment serviceable and he accepts same agreeing to assume all responsibility for said leased equipment while it is in his custody. _____ *Initials*

The LESSEE agrees to comply with all laws of the State covering the use of trailers, to travel within the speed limit, and to assume all responsibility for fire, theft, confiscation, conversion and all citations and penalties incurred against said trailer while in his possession.

CA DRIVERS LICENSE #: _____ EXPIRATION DATE: _____

INSURANCE COMPANY: _____ POLICY #: _____

VEHICLE LICENSE #: _____ MAKE: _____ MODEL: _____

I have read and agree to the terms and conditions of this contract.

LESSEE SIGNATURE Date

publisher/rental lease agree/ Monday, June 27, 2005

RENTAL TERMS AND CONDITIONS

The paragraph headings used hereunder are for convenience only and are not to be used in construing the meaning or intent of any of the terms or provisions of this contract. No operators are furnished directly or indirectly with our equipment or vehicles in consideration of renting the vehicles and/or equipment described on the front of this contract, it is agreed as follows:

1. Title And Possession. Title to the rented vehicle(s) and/or equipment shall remain in Renter. If the rented vehicle(s) and/or equipment is levied upon for any reason whatsoever, or for any other reason Renter is required or entitled to retake the rented vehicle(s) and/or equipment. Renter may retake said items without further notice or further legal process and use whatever force is reasonably necessary to do so. Rentee hereby agrees to indemnify Renter and hold Renter harmless for any and all claims and costs arising from such retaking by Renter, whether the rented vehicle(s) and/or equipment were located on Rentee's property or the property of another. If rented item(s) are levied upon, Rentee shall notify Renter immediately.

2. Deposit. Rentee acknowledges that the purpose and intent of the deposit paid by the Rentee upon this rental contract is to secure payment to Renter of all rental charges, as specified herein to guarantee the complete performance of each of the provisions to be performed by the Rentee under the contract.

3. Subletting/Location Of Equipment. Rentee agrees not to sublet, loan, or assign any of the rented vehicle(s) and/or equipment. Rentee shall not move any rented equipment from the address at which Rentee represented it was to be used without the prior consent of Renter.

4. Purchase Orders. The use of Rentee's purchase order number on this contract is for Rentee's convenience and identification only. This contract constitutes the sole agreement between the Rentee and Renter, and supersedes any purchase order provisions whether sent or received prior to or subsequent to this contract. Absence of purchase order number shall not constitute ground for non-payment of rental charges where Renter has enjoyed or had the right to enjoyment of the rented items.

5. Authority Of Agent. Any person appearing to act under the direction of, at the behest of, or under the authority of the Rentee, shall be conclusively presumed to be an agent of the Rentee and thereby binds the rentee to this Agreement and all terms and conditions contained therein. Acts of a third party which are to be presumed as acts of an agent of the Rentee include, but are not limited to, the picking up of vehicle(s) and/or equipment for Rentee's use and the signing of the rental agreement on behalf of the Rentee.

6. Inspection. Rentee acknowledges that the vehicle(s) and/or equipment is of a size, design, capacity, and manufacture selected by Rentee. Rentee accepts and rents the vehicle(s) and/or equipment in good working condition and declares the Rentee fully understands its proper operation and use and that the vehicle(s) and/or equipment will only be used by persons who fully understand its proper operation and use. Rentee acknowledges and declares that Rentee has examined, or has had the opportunity and right to examine all equipment, including the vehicle(s) and/or equipment and all hitches, bolts, safety chains, hauling tongues, together with all devices and materials used to connect the vehicle(s) and/or equipment to Rentee's towing vehicle, if any, and Rentee declares that he has accepted all of such vehicle(s) and/or equipment in a secure and operative condition. Renter is not responsible for any damage to Rentee's towing vehicle caused by detachable hitches or mirrors.

7. Operating Instructions And Safety Instructions. Renter has been provided by some manufactures with the safety and/or operating instructions with respect to the use of some equipment. Said instructions, when available, have been provided or are available to Rentee. If no operating instructions and/or safety instructions accompany the rented vehicle(s) and/or equipment, the Rentee agrees to request all operating instructions and safety instructions available for said rented vehicle(s) and/or equipment, from the Renter. Said safety instructions and/or operating instructions will be delivered to Rentee by Renter, without any warranty or representation as to their applicability for any particular use of the equipment under any particular circumstance it is agreed that the Rentee has no control over who shall use the equipment or under what circumstances the equipment shall be used, and that the Renter shall have no responsibility or liability or any failure of Rentee or operator to comply with or follow any safety instructions or operation instructions of the manufacturer. Renter assumes no responsibility for providing said instructions unless they have been provided by the manufacturer or distributor.

8. Primary, Excess, And Co-Insurance. Rentee has insurance coverage for any loss or damage. Rentee shall take all necessary actions to process the claim and hereby assigns all benefits therefrom to Renter. The insurance of Renter shall be liable or applicable, only for the amount of loss in excess of other valid and collectable insurance covering said loss. The insurance of Renter shall be excess to that of Rentee.

9. Damaged And Lost Equipment. For damage waiver charge and the prompt submission of written police report by Rentee where applicable, provided Rentee takes reasonable precautions to protect equipment, RENTER ASSUMES ON A NON-DEDUCTIBLE BASIS RISK OF DAMAGE TO EQUIPMENT, including, but not limited to, fire, smoke, explosion, riot, windstorms, floods and earthquakes, with the exception of the following risks assumed by Rentee: (a) Loss or damage by vandalism and malicious mischief is assumed by Renter subject to a deductible of 20% of replacement or repair cost which Rentee shall pay. (b) Loss or damage resulting from overloading, exceeding rating capacity, misuse, abuse, or improper servicing of equipment. (c) Damage to tires and tubes caused by blow-out, bruises, cuts, or other causes inherent in the use of equipment. (d) Loss due to mysterious disappearance or wrongful conversion by a person entrusted with equipment. (e) Loss or damage to equipment as a result of violation of any of the terms of this agreement. (f) Loss due to theft.

Rentee may decline Damage Waiver charge by furnishing Rentee an acceptable Certificate of Insurance making cash deposit equal to full value of Equipment, or by signed written agreement, and in such event Rentee shall be responsible for all loss of and damage to equipment.

10. Truck Collision And Damage Waiver. For payment of the Truck Damage Waiver fee and the prompt submission of Renter's accident report form and police reports to Renter, Renter agrees to waive claims for damage to the rented vehicle with the following exceptions:

(a) The greater of \$300.00 or 10% of repair or replacement costs, except for damages described in b through g below. (b) All damage to tires, tubes, and wheels regardless of fault. (c) All overhead damage caused by failure to clear low obstacles. (d) All damage resulting from overloading, exceeding rating capacities, misuses, abuse, failure to maintain cleanliness, proper oil, fuel, hydraulic, coolant, air pressure levels, lack of lubrication. (e) All damage or loss resulting from use of the rented vehicle in violation of any provision to this contract or in violation of any law, ordinance or regulation. (f) All damage or loss caused by criminal acts or infidelity of Rentee, his employees, or persons to whom the rented vehicle is entrusted. (g) All damage from dirtying of the rented vehicle by mud, paint, plaster, concrete, resin, or any other material. Rentee is responsible for cleaning and repainting (as necessary). In case of collision, Renter's waiver of claims against Rentee as set forth herein is contingent upon Rentee promptly completing Renter's accident report form and submission of a copy of a police report if any was made. In case of theft Renter's waiver of claim against Rentee as set forth herein is contingent upon Rentee promptly making a police report and the prompt submission of a copy thereof to Renter. If Rentee has insurance coverage for such loss or damage, Rentee shall take all necessary action to process the claim and hereby assigns all benefits therefrom to

Renter. Rentee understands that the Truck Collision and Damage Waiver is NOT insurance and provides no insurance coverage. The truck Collision and Damage waiver fee is consideration to Renter for the waiver of certain recovery rights for certain damage to the rented vehicle. Loss due to theft is not covered by this Damage Waiver.

11. Use Of Equipment. Rentee acknowledges that Rentee is solely responsible for the vehicle(s) and/or equipment rented from Renter. Rentee further acknowledges that Renter has no control over the use and operation of the equipment once it leaves Rentee's premises. Rentee represents and warrants that any person who will use the rented equipment is fully qualified to operate the equipment and to use the equipment in a safe manner. Rentee shall use the equipment in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the rented vehicle(s) and/or equipment, and shall pay any and all licenses, fees or other taxes arising from Rentee's use of the rented items whether concurrently charged or subsequently assessed and charged. Rentee agrees not to allow any person who is not qualified to operate or use rented equipment.

12. OSHA. Renter has no control over the circumstance under which the equipment will be used or the qualifications or lack of qualifications of the operator of the equipment. Accordingly, Renter assumes no responsibility and expressly disclaims any responsibility for compliance with Occupational Safety and Health Administration Act (OSHA).

13. Rate And Payment. If the equipment and/or vehicle(s) is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Renter may terminate rental at any time and retake the rented item(s) without further notice in case of violation by Rentee of any term or condition of this contract. Rentee agrees to pay all charges and costs for the use of the rented item(s) on the return date (expiration date) indicated on this contract. Rentee also agrees to pay any collection costs and attorneys' fees incurred in the collection of this account, or any dispute arising under this contract, whether or not a lawsuit is commenced. Rentee agrees to pay sales and used tax when applicable.

Late payment charge is 1 1/2% per month.

14. Job Information. Rentee shall provide Renter the "correct" information necessary to file a Preliminary Notice as provided for in the California Civil Code Section 3097 and 3098. Rentee also grants Renter permission to contact owners, contractors, financial institutions, and any other persons necessary to obtain this information.

15. Damage Waiver. Rentee understands that damage waiver is not insurance and provides no insurance coverage. The damage waiver fee is consideration to Renter for waiver of certain recovery rights for damage to the rented vehicle(s) and/or equipment.

16. Attorney Fees. Rentee shall pay Renter reasonable attorneys' fees and court costs incurred in enforcing the terms and conditions hereof.

17. Severability. If any term, provision, covenant, condition, or portion thereof of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

18. Treble Damages For Failure To Pay Amount Of Dishonored Check.

Notwithstanding any penal sanctions which may apply, any person who makes, utters, draws or delivers any check, or draft or order upon any bank or depository, or person, or firm, or corporation, for the payment of money, which refuses to honor the same for lack of funds or credit to pay, or because the maker has no account with the drawee, and who fails to pay the same amount in cash to the payee within 30 days following a written demand therefor mailed to the maker by certified mail, shall be liable to the payee, in addition to the amount owing upon that check or draft or order, for damages of treble the amount so owing, but in no case less than one hundred dollars (\$100), and in no case more than five hundred dollars (\$500), plus the costs of mailing the written demand for payment.

A cause of action under this section may be brought in small claims court, if it does not exceed the jurisdiction of that court, or in any other appropriate court.

19. Warranties. Renter makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the rented equipment is fit for Rentee's particular use, or that it is free of latent defects. Renter shall not be responsible to Rentee or any third party for loss, damage or injury caused by or resulting from or in any way attributable to the operation of, use of, or failure of the equipment. Renter shall not be responsible for defects or failures unknown to Renter. Rentee acknowledges that Renter is neither a manufacturer nor a distributor of the equipment and has not and does not make any representations, warranties, or covenants.

20. Solvency. Rentee represents to Renter that Rentee is not insolvent, as defined by the Federal Bankruptcy Act, or by any other definition, and is able to pay all debts as they become due. Should Rentee become insolvent or unable to pay debts as they become due, Rentee agrees to notify Renter and to return all rented items to Renter immediately.

21. Responsibility For Excess And/Or Improper Use. Rentee shall be responsible for all excess and/or improper use damage to the vehicle(s) and/or equipment.

Damage which is not "ordinary wear and tear" includes, but is not limited to: damage resulting from a lack of fuel and lubrication; failure to maintain proper oil, water, hydraulic oil, air pressure levels; damage due to overturning, overloading or exceeding rated capacity improper use; abuse; lack of cleaning; and tire damages.

"Ordinary wear and tear" means only the normal deterioration of the equipment caused by the ordinary reasonable and proper use of the equipment on a one shift basis (8 hours per day, 5 days per week), unless Renter and Rentee have previously agreed, in writing, to Rentee making a multiple shift use of the equipment, in which case the normal deterioration amount shall be based upon the appropriate, agreed upon shift basis.