



Fayette County Better Buildings Initiative



LEASE POLICIES

- Minimum- Daily- Saturday-** ½ day rental is based on 5 hrs. from time out to time in unless otherwise noted. Based on 4 hrs. usage. 24 hour from time out to time in based on 8hrs. usage maximum. 1/8 of daily rate for each late hour
- Daily Rate-** Out after 12:00 p.m. Saturday, in by 8:00 a.m Monday.
- 1 ½ Daily Rate-** Out between 7:00 a.m to Noon Saturday, in Monday 8:00 a.m
- Monday Holidays-** Out between 7:00 a.m to Noon Saturday, in Tuesday by 8:00 a.m (2X Daily Rate)
Out after Noon, in Tuesday by 8:00 a.m (1 ½ x Daily Rate).
- Weekly-** 7 days out based on 40 hrs. usage maximum, 1/5 of weekly rate is charged for each day over 7, based on 8 hrs. maximum per additional days.
- Monthly-** 4 weeks out based on 160 hrs. usage maximum, 1/20 of monthly is charged for each day over 28, based on 8 hrs. maximum per additional days.

LEASE AGREEMENT CONTRACT

1. This Agreement is between Private Industry Council of Westmoreland/Fayette, Inc. ("Lessor"), _____ ("Lessee"), and Farnham & Pfile Rentals ("F & P"), and incorporates the policies set forth above.
2. Lessee acknowledges receipt of the personal property described in an invoice or other document prepared by F & P (hereinafter the F & P Invoice"). In addition to the description of the property, Lessee agrees that the F & P Invoice accurately describes the lease term and price(s) of the equipment being rented and those terms are incorporated by reference herein. Both parties agree that the property was inspected personally examined by the Lessee at the time of delivery to and accepted by the Lessee and that the property was in good and serviceable condition.
3. Title to the rented property is and at all times shall remain in the Lessor. Only the parties hereto and those other persons whose names are listed on the reverse side or the F & P Invoice, are authorized to use the property and Lessee will not permit the property to be used by any other person or at any other address other than the address designated on the reverse side without the expressed consent of the Lessor.
4. The parties agree that the Lessor is not that manufacturer of said property nor the agent of the manufacturer, nor is it in the business of manufacturing or representing manufacturers, or inspecting equipment,. Rather, this Agreement is being entered into as a method of helping Lessee to obtain equipment at a favorable price. As such, no warranty whatsoever is given against evident or hidden defects in material, workmanship or capacity.
5. In the event that the rental property becomes unsafe or in the state of disrepair, Lessee agrees to immediately discontinue its use and promptly return it to F & P. If the condition is not the fault of the Lessee, Lessor shall attempt to replace it with property of a like kind in good working order.
6. At the termination of this Agreement, the Lessee will promptly return the rented property and all its parts and attachments, to F & P's place of business. It is to be in the same condition as it was received, ordinary wear and tear excepted. The Lessee agrees to pay for any damage to the property or loss of its parts or attachments, while in his possession or control. Should collection or litigation become necessary to collect damage and or loss, Lessee agrees to pay all collection charges, including reasonable attorney's fees and court cost.
7. Lessor shall not be liable to Lessee for any loss, delay or damage of any kind resulting from defects or inefficiency of the rented property or accidental breakage.
8. INDEMNIFICATION: Lessee assumes liability for, and shall indemnify, defend and hold harmless Lessor and F & P, their agents, employees, officers, directors, successors, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including but not limited to bodily injury, illness and death), claims, penalties, suits, actions, costs and expenses, including attorney fees, of whatsoever kind and nature, relating to or arising out of the use, condition (including but not limited to

latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership , selection, delivery, leasing, or return of equipment, regardless of where, how, and by whom operated, or any failure on the part of lessee to perform or comply with the conditions of this lease.

Without limiting the generality of the foregoing, Lessee shall, at its own cost and expense, defend Lessor against all claims, suits or proceedings commenced by anyone in which Lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment or any alleged judgment, or other resolution thereof. In the event any such action is commenced naming lessor as a party, lessor may in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessor for all costs, expenses, and attorneys fees incurred by lessor in such defense.

The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

Purpose of this Clause: It is understood and agreed by the parties that the purpose of this clause is to completely shift the risk of all claims relating to or arising out of the lease of the equipment to Lessee hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of Lessor and F & P.

9. Lessee will give Lessor immediate notice of any levy attempted upon the rental property, or if the property for any cause becomes liable to seizure, and indemnify Lessor against all loss and damages caused by such action, including Lessor’s reasonable attorney’s fees and expenses.

10. Lessee will not retain the rental property beyond the “Due In” time without prior notice to and the consent of the Lessor. Lessee will pay rental price pursuant to terms to be decided in the sole discretion of Lessor. Should collection or litigation become necessary, Lessee agrees to pay all collection charges; including reasonable attorney’s fees and court cost.

11. At Lessor’s sole discretion all charges may revert to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not make a refund on any items out over thirty (30) minutes. Lessor may at his sole discretion, report the property stolen if held five (5) days beyond “Due In” date.

12. Lessee waives and releases Lessor and F & P from all claims for injuries or damages to Lessee arising out of the use of the rental property by Lessee.

13. Lessee agrees that should any paragraph or provision violate the law and is unenforceable, the rest of the agreement would be valid.

14. Routine service and maintenance is the responsibility if the Lessee. This work is to be performed every one hundred (100) hours of running time.

15. COMPLIANCE WITH LAWS AND STANDARDS: Lessee shall comply with and conform to all laws, regulations, ordinances, rules and orders of any governmental entity relating to the possession, transportation, use, maintenance and repair of the Equipment, including but not limited to, all OSHA laws and regulations. Lessee shall also comply with all applicable ANSI Standards. Lessee shall indemnify and save Lessor harmless against actual or asserted violations thereof.

16. The Lessee is responsible for loading, securing & unloading leased equipment as well as providing a suitable hauling vehicle. Neither Lessor nor F & P will be responsible for scratches on bed liners or tailgates.

17. FOR VALUE RECEIVED the undersigned promise(s) to pay to the order of \$ _____ until maturity, said principal being payable monthly on the _____ day of each and every month in lawful money of the United States beginning on the ____ day of _____ 19 _____, in monthly installments of \$ _____, and continuing thereafter for 36 months _____, or until said principal and interest have been paid in full.

I understand the terms set forth above and am signing below intending to be legally bound.

Signed: _____

Date: _____

Private Industry Council of Westmoreland/Fayette, Inc.

Farnham & Pfile Rentals

By: _____

By: _____