

PNW EQUIPMENT RENTAL TERMS AND CONDITIONS OF RENTAL

1. **AGREEMENT TO RENT** Customer ("Lessee") agrees to rent equipment, tools, trailers, attachments, and accessories ("Equipment") from PNW Equipment Rental ("Lessor"). Acceptance of delivery or possession of Equipment constitutes acceptance of these Terms and Conditions for this and future rentals.
2. **RENTAL PERIOD** The Rental Period begins when Equipment is delivered or picked up by Lessee and ends only when the Equipment is returned to and accepted by PNW Equipment Rental. Rent accrues continuously regardless of use, weather, holidays, or downtime not caused by Lessor.
3. **RENTAL RATES AND OVERTIME** Daily rates are based on up to 8 operating hours. Weekly rates are based on 40 operating hours. Monthly rates are based on 160 operating hours. Additional usage will be billed at the applicable overtime rate.
4. **PAYMENT TERMS** All rental charges are due in advance unless otherwise agreed in writing. Lessee agrees to pay:
 - a. Rental charges
 - b. Sales tax
 - c. Heavy Equipment Rental Tax, if applicable
 - d. Delivery and pickup fees
 - e. Environmental fees, if charged
 - f. Fuel and cleaning fees
 - g. Damage and repair costs
5. **CREDIT CARD AUTHORIZATION** Lessee authorizes PNW Equipment Rental to charge any credit or debit card on file for all rental charges, damages, loss, theft, cleaning fees, fuel charges, legal costs, and collection expenses.
6. **DELIVERY AND PICKUP** Delivery and pickup fees are separate charges unless otherwise stated. Risk of loss transfers to Lessee immediately upon delivery, drop-off, or release to Lessee's control.
7. **INSPECTION AND ACCEPTANCE** Lessee acknowledges Equipment is inspected and accepted in good operating condition. Unless defects are reported within 24 hours, Equipment is deemed accepted AS IS.
8. **USE OF EQUIPMENT** Lessee agrees:
 - a. Only trained and authorized operators will use Equipment.
 - b. Equipment will be used only for its intended purpose.
 - c. Equipment will not be subleased, loaned, or moved without written permission.
9. All OSHA, ANSI, EPA, state, and local safety laws will be followed.
10. **EXCAVATION REQUIREMENTS** Before digging or trenching, Lessee must contact 811 and locate underground utilities. Lessee assumes all liability for underground utility damage.
11. **MAINTENANCE** Lessee shall:
 - a. Check fluids daily
 - b. Grease equipment as needed
 - c. Monitor tires and tracks
 - d. Immediately report breakdowns
 - e. Only PNW Equipment Rental may authorize repairs.
12. **FUEL AND CLEANING** Equipment shall be returned:
 - a. Full of fuel
 - b. Reasonably clean Failure to do so will result in fuel and cleaning charges.
13. **DAMAGE, LOSS, AND THEFT** Lessee is responsible for all damage, loss, vandalism, rollover, misuse, theft, and disappearance occurring during the Rental Period.
14. If Equipment is declared a total loss, Lessee agrees to pay full replacement cost.
15. **OPTIONAL DAMAGE WAIVER** If purchased, the Damage Waiver limits certain accidental damage liability. The Damage Waiver:

- a. Is NOT insurance
 - b. Does NOT cover theft
 - c. Does NOT cover negligence
 - d. Does NOT cover abuse or misuse
 - e. Does NOT cover rollovers
 - f. Does NOT cover operation by unauthorized persons
16. ASSUMPTION OF RISK Lessee voluntarily assumes all risks arising from:
- a. Operation
 - b. Transportation
 - c. Loading and unloading
 - d. Possession and use of Equipment
17. INDEMNIFICATION Lessee agrees to defend, indemnify, and hold harmless PNW Equipment Rental from all claims, lawsuits, injuries, deaths, property damage, attorney fees, and losses arising from Equipment use or possession.
18. INSURANCE Lessee agrees to maintain liability insurance and, when required, property coverage sufficient to cover Equipment replacement value.
19. LIMITATION OF LIABILITY PNW Equipment Rental shall not be liable for:
- a. Lost profits
 - b. Project delays
 - c. Consequential damages
 - d. Business interruption
 - e. Indirect losses
20. Maximum liability is limited to rental amounts paid.
21. WARRANTY DISCLAIMER ALL EQUIPMENT IS RENTED: "AS IS" "WITH ALL FAULTS"
22. PNW Equipment Rental disclaims all express and implied warranties, including merchantability and fitness for a particular purpose.
23. DEFAULT Default includes:
- a. Nonpayment
 - b. Unauthorized use
 - c. Misrepresentation
 - d. Moving Equipment without permission
 - e. Failure to return Equipment
24. REPOSSESSION Upon default, PNW Equipment Rental may enter property and recover Equipment without notice and without liability for trespass or damages.
25. RETURN CONDITION Equipment must be returned:
- a. In the same condition received
 - b. Normal wear excepted
 - c. Clean and fueled
26. Rental charges continue until Equipment is returned and accepted.
27. ABANDONED PROPERTY Any personal property left with Equipment may be considered abandoned after 30 days.
28. ATTORNEY FEES Lessee agrees to pay all collection costs, attorney fees, and legal expenses incurred by PNW Equipment Rental.
29. GOVERNING LAW This Agreement shall be governed by the laws of the State of Washington. Venue for any dispute shall be Clallam County, Washington.
30. ENTIRE AGREEMENT This document and any rental invoice constitute the entire agreement between the parties.
31. ELECTRONIC SIGNATURES Electronic signatures and online acceptance shall be binding and enforceable to the fullest extent allowed by law.