

TERMS and RENTAL AGREEMENT

This is a legally binding contract. You should consult an attorney if you do not understand or have any questions regarding the terms and conditions of this Agreement.

The parties to this Agreement agree to rent and lease the rented equipment identified below based upon the following terms and conditions, including the Special Instructions appended hereto, which may not be modified except in writing and signed by both parties.

1. The Renter shall be solely responsible to maintain the rented equipment during the terms of the rental at his own cost and expense.
2. The Renter shall be responsible to pay Pastore Rental Equipment Inc. the full replacement cost for any rented equipment that is lost, stolen or not returned to the Pastore Rental Equipment Inc. for any reason, and shall be responsible to pay Pastore Rental Equipment Inc. the full repair cost for any rented equipment that is damaged or in need of repair to restore the rented equipment to the same condition that it was in at the time the equipment was originally rented and leased, less any normal wear and tear. It is agreed that the Pastore Rental Equipment Inc.'s replacement or repair invoice for replacement or repairs shall be final and binding on Renter regarding the amount Renter shall be responsible to pay Pastore Rental Equipment Inc. under this paragraph for replacement or repair.
3. In the event that Pastore Rental Equipment Inc. commences any litigation or court proceeding to enforce the terms and conditions of this Agreement, including damages for the loss or repair of the rented equipment, the Renter also agrees to be responsible to pay Pastore Rental Equipment Inc. for reasonable attorneys' fees, costs and court fees related to the litigation and court proceedings.
4. The Renter shall not remove the rented equipment from the address or location identified on the rental contract as the place of use without prior approval from Pastore Rental Equipment Inc.. The Renter shall inform Pastore Rental Equipment Inc. upon demand of the exact location of the rented equipment during all times during the term of this Agreement.
5. The Renter shall be responsible for ensuring that the rented equipment is kept clean and greased daily. Renter shall be responsible for cleaning the rented equipment prior to return, including the cab which shall be cleaned of any garbage or debris. Tracked equipment must be shoveled out and trailer ready for safe transportation of equipment. If the rented equipment is not returned in a clean condition with excessive dirt, concrete, paint or asphalt, Renter shall be responsible to pay the cleaning fee of at least \$200 to clean the rented equipment upon return. Small equipment that returns unclean, will be charged a \$50 cleaning fee. There will be an additional charge for missing keys.
6. The Renter must return rented equipment with a full tank of fuel upon pick up or drop off at rental end, or shall be responsible to pay Pastore Rental Equipment Inc. for the cost of fuel to fill the tank at an inflated rate.
7. The Renter acknowledges that the operation and use of the rented equipment presents a potential risk of harm and injury to Renter and third parties, including personal injury and property damage, and the Renter acknowledges such risks and expressly assumes all such risks. The Renter further agrees to operate and use the rented equipment in a safe and responsible manner only for the purpose that the rented equipment was designed and intended to be operated and used. Pastore Rental Equipment Inc. shall not be responsible or liable to the Renter for any personal injuries or property damage resulting from the Renter's operation and use of the rented equipment, and the Renter agrees to indemnify, defend, and hold harmless to Pastore Rental Equipment Inc. against any and all claims for any injuries or damages arising from or out of the Renter's operation and use of the rented equipment, including the Pastore Rental Equipment Inc.'s reasonable attorneys' fees, costs and court fees.
8. In the event of an accident, breakage or any damage to any part of the rented equipment, Renter shall be responsible for the repair costs and may: (a) have the repairs performed by any competent person, firm or corporation, at Renter's sole cost and expense; or, (b) upon notice and request to Pastore Rental Equipment Inc., the Pastore Rental Equipment Inc. may agree to repair the rented equipment at the sole cost and expense of the Renter, and upon demand, the Renter agrees to pay the Pastore Rental Equipment Inc. for its regular charges for any material or labor furnished, and in addition thereto, for any overtime or additional charges incurred by the Pastore Rental Equipment Inc.. If Pastore Rental Equipment Inc. agrees to undertake and perform any repair work requested by the Renter hereunder, Pastore Rental Equipment Inc. agrees to undertake and perform such repair work in a diligent and workmanlike manner in the shortest time reasonably possible under the circumstances.
9. In the event that the Renter wants to discontinue the use of the rented equipment and terminate this Agreement for any reason at any time after delivery and possession of the rented equipment, the only remedy available to Renter is to contact Pastore Rental Equipment Inc. If Pastore Rental Equipment Inc. is not contacted to terminate rental, costs will continue to accrue.
10. The Renter agrees to comply with and conform to all municipal, state and federal laws, rules and regulations relating to the operation and use of the rented equipment, and shall pay all costs and expenses of every type, kind or character resulting from or involving the operation and use of the rented equipment, and to pay all legal assessments, taxes, public charges and fees, either local, municipal, state or federal, which may be levied on the rented equipment while in the possession of the Renter, and the Renter shall hold the Pastore Rental Equipment Inc. harmless against any actual or asserted violations, and pay all costs, fees and expenses of every character in connection therewith or arising therefrom, including reasonable attorney's fees and costs. In the event the rented equipment is rented outside of New York, any and all taxes assessed against the rented equipment, including personal property tax, shall be paid by the Renter.
11. The Renter agrees to pay the Pastore Rental Equipment Inc. for all loss and damages occasioned by fire, theft, flood, accident, explosion, wreck, an act of God or any other causes that may occur during the term of this Agreement, and any extension thereof, until the rented equipment has been returned to and accepted by the Pastore Rental Equipment Inc.. For the purpose of determining losses and damages under this paragraph, it is agreed by the parties that the amounts as hereinbefore stated shall be a reasonable and agreed upon value for such loss and damage adjustments. In making such adjustments it is understood that no rental payments previously paid or due shall apply to the payment of such loss and damages. Review full replacement value of equipment as indicated on the top of the rental contract.
12. The Renter further agrees to indemnify and hold harmless the Pastore Rental Equipment Inc. against all loss, damage, expense and penalty arising from any action on account of any injuries or damages to person or property of any character whatsoever occasioned by the operation and use, handling or transportation, of any of the rented equipment during the rental period, and while said rented equipment is in the possession, custody and control of Renter.
13. The Renter may not alter the rented equipment in any way whatsoever without consent from the Pastore Rental Equipment Inc..
14. The Renter understands that a daily rental of the rented equipment consists of eight (8) worked hours; a weekly rental of rented equipment consists of forty (40) worked hours' and a monthly rental of rented equipment consists of one hundred sixty (160) worked hours. If at pick up the rented equipment meter reads more than the number of worked hours as provided above for a daily, weekly or monthly rental, any such additional hours may be prorated by the Pastore Rental Equipment Inc. at its sole discretion.
15. If Renter fails to pay any rent or any other amount due to Pastore Rental Equipment Inc. under this Agreement, or fails to pay any other amount or indebtedness due to Pastore Rental Equipment Inc. arising independently of this Agreement, or fails to comply with or perform any of the terms and provisions under this Agreement or any other agreement with Pastore Rental Equipment Inc., or if there are any changes in the Renter's management, operations, ownership, stock or control, or Renter becomes insolvent, bankrupt, is placed in receivership, makes an assignment for the benefit of creditors, or if any insolvency proceeding is instituted by or against Renter, or if Pastore Rental Equipment Inc. shall at any time deem the rented equipment in danger of misuse, concealment or misappropriation, or if Pastore Rental Equipment Inc. shall deem itself unsecure or at risk of loss or damages, then Pastore Rental Equipment Inc. may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delinquency charges, collection charges, attorney's fees and costs, and all other sums owing to Pastore Rental Equipment Inc. by the Renter under this Agreement (the total sum of which is hereinafter referred to as the "balance due on the rental agreement"), to be immediately due, owing and payable, whereupon said Balance shall immediately be due, owing and payable to Pastore Rental Equipment Inc., whereupon, the Renter shall immediately deliver possession of and assemble the rented equipment to Pastore Rental Equipment Inc. at a place designated by the Pastore Rental Equipment Inc., whereupon all rights of Renter in the rented equipment shall be terminated, notwithstanding the Renter's continuing obligations and responsibilities under this Agreement to pay the Balance Due to the Pastore Rental Equipment Inc. hereunder, and the Renter shall be deemed in default under this Agreement and any other Agreements between Pastore Rental Equipment Inc. and Renter, and Pastore Rental Equipment Inc. may seek any and all remedies available under any other Agreements. At the Pastore Rental Equipment Inc.'s sole option, and with reservation of all rights, the Pastore Rental Equipment Inc. may take the following actions to recover the rented equipment and the Balance due, to the extent permitted by law, without further notice and without legal process (Renter hereby agrees to waive any right it may have to a hearing prior to the retaking of the rented property by Pastore Rental Equipment Inc.): (a) recover the Balance due; and/or (b) take possession of the rented equipment wherever same may be located (with all additions and substitutions). Additionally, in the event that any action is taken as provided for in this paragraph, the Renter agrees to pay Pastore Rental Equipment Inc., in addition to any other charges and costs provided for in this Agreement, all costs of removal of the rented equipment from the custody, possession or control of the Renter, and all freight, demurrage, storage, labor or other charges on or against the rented equipment incurred during or by the removal, shipping and return to the possession of the Pastore Rental Equipment Inc. at its designated receiving point, or equivalent point designated by the Pastore Rental Equipment Inc.. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other.
16. This Agreement contains the entire agreement of the parties and may not be modified except in writing signed by both the Pastore Rental Equipment Inc. and Renter. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Renter has not received possession of the rented equipment prior to the date hereof. Intending that each and every provision of this Agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision of this Agreement shall be governed by the laws of the State of New York. This Agreement shall be binding upon the heirs, administrators, legal representatives and successors of the Renter.
17. In the event there is a returned check, the Renter shall be charged with a \$75.00 returned check fee.
18. Renter must provide a copy of a valid driver's license recognized by the State of New York.
19. Renter must leave a valid credit card on file during the length of the rental which will be charged to cover any expenses owed to PASTORE RENTAL EQUIPMENT INC. detailed further in this Agreement as set forth below:
- 19.1. Pastore Rental Equipment Inc. will charge the provided credit card for any damages or any monetary loss to equipment during rental period, for additional rental time, or overage of hours, fuel usage, cleaning charges, extra trucking charges. If the credit card provided is insufficient to cover all expenses, the Renter will be responsible to pay the difference immediately. Past due balances will be charged a 2% finance charge per month. This will be calculated from the invoice date of the rental. Renter is responsible for any attorney's fees or collection costs incurred by Pastore Rental Equipment Inc. in the event of a default in payment. The parties agree that any legal claim or controversy arising out of this Agreement shall be heard and resolved by a court of competent jurisdiction in Washington County, New York, and the parties hereby agree and consent to such jurisdiction and venue for all such purposes under this Agreement.
20. The signed Renter, individually and personally, and jointly and severally, hereby unconditionally guarantee and warrant the full and complete payment and performance of the above Rental and Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned Renters and Guarantors is direct and unconditional and may be enforced without requiring Pastore Rental Equipment Inc. to first resort to any other right, remedy or security and shall survive any repossession of Rented Equipment, whether or not such constitutes an election of remedies against Renter or Guarantor; nothing shall discharge or satisfy the Renter's or Guarantor's obligations and liability hereunder except full performance and payment under this Agreement.

TERMS and RENTAL AGREEMENT

This is a legally binding contract. You should consult an attorney if you do not understand or have any questions regarding the terms and conditions of this Agreement.

The parties to this Agreement agree to rent and lease the rented equipment identified below based upon the following terms and conditions, including the Special Instructions appended hereto, which may not be modified except in writing and signed by both parties.

For Boom lift, Man basket, or Scissor lift rentals please read safety waiver below

Safety Waiver - Harness Waiver

Boom Lifts Aerial Lifts (scissor lifts, manlifts, boom lift, etc)

According to OSHA standard, a person(s) must wear "a personal fall arrest or travel restraint system" when working from a boom lift.

Why do boom lifts require the use of fall protection? This is because there is a significant risk of a person(s) being ejected from these types of lifts. When traveling across uneven surfaces, a person(s) can catapult out of the lifts.

Keep in mind, the type of fall protection that OSHA requires is not a personal fall arrest system. It's a personal restraint system.

Personal fall arrest systems protect an employee who experiences a fall. The systems limit the amount of force put on the employee and prevent them from reaching the ground.

But, a fall restraint system prevents the person(s) from experiencing a fall at all. Think of it as "leash" system. The restraint device only allows the worker to move within a certain radius. In this case, the radius is only far enough so that they can work from within the basket. But, it's short enough so that they're unable to climb up or out of the basket.

Scissor Lifts

There are no OSHA standards or requirements for wearing fall protection when working from a vertical scissor lift. That's because with scissor lifts, there is no risk of catapulting out. The guardrails are enough to protect the person(s) from a fall hazard. The exception to this rule comes into play when the guardrail system is "less than adequate." This means the rails are missing, damaged, or otherwise insufficient for protecting employees. Regardless, some scissor lifts have anchor points so that employees can properly use fall protection if desired. It's not required. But, employees can choose to wear it so long as the lift has an ANSI-rated anchor point.

Using the Proper Equipment

What kind of fall protection equipment should your employees be using? Again, the intent is to prevent the worker from falling out of the basket. So, a fall restraint system is what they should use. This consists of either a body belt or a full body harness, and a positioning (also called 'restraint') lanyard.

A **full body harness** is the preferred piece of equipment.

As for **lanyards**, the length is the most important factor you'll need to consider. Remember: you want something short enough to prevent employees from climbing up and out of the basket. Adjustable length positioning lanyards typically provide the most comprehensive solutions in situations such as this.

You also want something that is practical for them to use. Make sure employees are using a positioning lanyard designed for restraint, and not a six-foot energy absorbing lanyard designed for fall arrest.

When considering anchor points, select a location approved for use in fall protection. It is NEVER okay to use guardrail as your anchor.

****Body Harnesses should be purchased prior to rental of any/all Aerial Lifts from Pastore Rental Equipment Inc. - In the event a safety harness is needed, they can be purchased directly from Pastore Rental Inc. as an additional cost with your rental.**

**** By agreeing to the terms of this waiver in addition to the Rental and Lease agreement contract**, the Lessee and/or operator of Aerial lift (scissor lift, man lift, boom lift, etc.) while on rent agrees to indemnify, and defend, and hold harmless to Lessor against any and all claims for any form of injury (physical or psychological) or damages arising from or out of the Lessee's operation and use of the rented equipment. As Lessee, I hear by release and forever discharge Pastore Rental Equipment Inc., their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Aerial lift usage. Additionally, by signing as Lessee, I agree to use a safety harness for my own protection while using the aerial lift. As Lessee, I am aware of the risks associated with participating in the usage of an aerial lift, which may include, but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability including paralysis, economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own negligence. I further agree to indemnify, defend and hold harmless the releases against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorneys fees and any related costs.

I here by acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability. I explicitly agreed to release and discharge Pastore Rental Equipment and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any rate that I otherwise have to bring legal action against Pastore rental equipment for personal injury or property damage. I acknowledge that Pastore Rental Equipment Inc. gave me the option to purchase a safety harness that was pre-inspected per OSHA standards.

By agreeing to the terms of this waiver, I acknowledge it is my responsibility to wear the appropriate safety harness per OSHA standards while operating any/all aerial lifts rented from Pastore Rental Equipment Inc..