



EQUIPMENT RENTAL AGREEMENT (LEASE)

THIS AGREEMENT, to be made by the customer hereafter called the Lessee, and **Black Peak Equipment**, hereafter called **BPE or Lessor**. Lessee and BPE, for the consideration hereafter named, agree as follows: Under the General Conditions of Lease attached to this sheet, BPE hereby leases to Lessee all equipment named and identified in the following “**List of Equipment**,” for use at such location and at such rental rate for approximately such time as is therein stated. BPE shall furnish such equipment, F.O.B., in operative condition.

BPE and Lessee, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants contained herein. IN WITNESS WHEREOF, they have executed this Agreement the date and year this Agreement was signed.

1) MACHINE OVERLOOK. All machinery Black Peak Equipment owns goes through multiple tests to insure machine functions, abilities, and performance is up to factory specs. All machinery is properly inspected before it can be rented out, we note the conditions the machinery left in and take notes of the condition it comes back in. You as the customer are responsible for the safety and care of the machine until it gets checked in by a BPE inspector.

2) RENTAL CHARGES. Lessee shall pay rental for the entire Rental Period on each article of equipment named in the **List of Equipment**, at the rate therein stipulated and in accordance with the following A) Monthly Rental Rates shall not be subject to any deductions on account of any non-working time in the month. The amount of rent payable for any fraction of a month at the beginning or end of the Rental Period shall be the monthly rental rate, prorated according to the number of calendar days in such fraction.

B) Weekly Rental Rates shall not be subject to deductions for any non-working time in the week. The amount of rent payable for any fraction of a week at the beginning or the end of the Rental Period shall be the weekly rental rate. The weekly rental is a maximum of 7 days.

C) Daily Rental Rates shall not be subject to deductions for any non-working time in the day and shall be paid for each calendar day in the month. Daily rental fees are charged after one(1) 24 hour period has occurred. No deductions shall be made for less than 24 hour usage of equipment.

D) Half Day Rental Rates shall not be subject to deductions for any non-working time in the day and shall be paid for each calendar day in the month. Half day rental rates apply for 8hrs at the minimum. The time starts when the contract is signed.

E) Weekend Rental Rates shall not be subject to deductions for any non-working time in the day and shall be paid for each calendar day in the month. Weekend rates start Friday after 3pm and ends Monday morning 7am. **ALL WEEKEND RATES ARE 24 HOUR PAY PERIOD, NO OTHER DEDUCTIONS.** If the machine is needed Friday morning or kept until Monday Evening, the weekend rate will apply plus extra time.

F) Unit of Work Rates shall be paid for each unit of work in which the equipment participates, and the amount of rental shall, unless otherwise agreed in writing be determined by the number of units shown in the supervising engineer or architect's estimates.

3) PAYMENT. The rent for any and every item of equipment described in the **List of Equipment** shall be the amount therein designated and is payable in advance on the first day of each month or 3 days. ***For daily rental, if not brought back within 24 hour period, Lessee will be charged for another 24 hour fee*.** Lessee shall pay BPE

interest at five percent (5%) per month, on any delinquent payment from the date when such payment was due until paid and on any other sum for breach of this Agreement, from the date of the breach, and expenses of collection or suit, including actual attorneys' fees. Black Peak Equipment must have a credit or debit card stored on file in case of default of payment and insurance purposes ***Applies for rentals over \$100 over a 12 month period*** Payment must be made upfront for accounts under \$100. Once an account is over 30 days past due, the account will need to be paid upfront, or legal entities can get involved. These actions can include but not limited to, collection agency, small claims court, and more.

Payment plans can be set up to pay off the overall balance due, to enroll in the payment plan you must fill out the payment plan contract. Ask a Black Peak Equipment associate to obtain the contract.

4) SECURITY DEPOSIT. Any security deposit paid by Lessee to BPE is paid to guarantee Lessee's full and faithful performance of all terms, conditions and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be repaid without interest to Lessee at the termination of this Agreement. **A security deposit of 60% shall be made prior to rental of machine to hold machine for designated dates.**

5) FEES, ASSESSMENTS, AND TAXES PAID BY LESSEE. Lessee shall pay all license fees, assessments, and sales, use, property and excise, and other taxes or hereafter imposed, and relating to Lessee's use or possession of the equipment.

6) RECALL NOTICE. The BPE may recall any or all equipment upon ten (10) days written notice or verbal notice (text or phone call) to Lessee and the Lessee will return any or all equipment upon a like notice to the BPE.

7) MAINTENANCE AND OPERATION. Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and Lessee shall at his own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such condition to BPE, ordinary wear and tear resulting from proper use thereof alone expected. **The Lessee understands that standard maintenance such as but not limited to standard grease in grease points every 8 hours of machine run time, air filter cleaning, machine inspections, etc...** The protection and care of equipment is in the responsibility of the Lessee. *Lessee is responsible until the machine is picked up or delivered to BPE.* Any damages, vandalism, or missing parts will be charged against Lessee. ***Machine must be in locations that any BPE or third party mechanic may work on or make adjustments if needed.***

8) REPAIRS. The expense of all repairs made during the Rental Period, including labor, material, parts and other items shall be paid by Lessee. **Before starting any maintenance and or repairs to equipment, contact BPE for approval or scheduled time to get fixed.** *Normal wear and tear items such as buckets, cutting edges, teeth, and or other ground engaging tools will not be charged against Lessee unless purposeful abuse.*

9) HOUSEKEEPING. Any machine rented out to Lessee is expected to come back in the same fashion and order inside and out. Cleaning charges will be added onto rental charges if the machine comes back in a filthy state.

10) GPS. All equipment BPE owns will have GPS tracking units inputted into the machine(s). Tampering or modifying these units in any shape, way, or form will have charges pressed against the Lessee. These units will track location, machine fuel consumption, and idle time. *Excessive idle time will be charged extra*.

11) SAFETY. Black Peak Equipment takes safety seriously and is our #1 goal. Any unsafe actions against or in the use of the equipment will result in automatic termination and ban to use BPE's equipment. PPE or personal protection equipment must be worn or used during the operation or around any of BPE's equipment, it is required. BPE is not responsible for providing PPE or any safety equipment unless required by law. *You as the customer are responsible

for your safety, BPE is not liable for your personal safety.*

12) INDEMNITY. Lessee shall indemnify BPE against, and hold BPE harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees, arising out of, connected with, or resulting from the equipment or the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Lessee shall further indemnify BPE, and hold BPE harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Lessee's assumption of any and all liability for injury: disability and/or death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.

13) RISK OF DAMAGE OR LOSS. Black Peak Equipment shall not be responsible for loss or damage to property, material, or equipment belonging to Lessee, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessee while said material property, or equipment is in BPE's care, custody, control or under BPE's physical control. The Lessee understands the risks of running machinery and assumes all responsibilities and risks involved. Lessee is encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss or damages. Lessee and its insurers waive all rights of subrogation against BPE for such losses. Losses include but are not limited to natural causes (flooding, falling materials, collapse of ground embankments, electrical shock, etc...), vandalism, missing/ broken parts, or stolen machinery. **Damage Waiver is available for non-commercial users. Damage waiver covers up to 10% in damages and maxes out at \$80,000 worth of damages (BPE will cover up to \$8,000 in damages);** by not signing the damage waiver, Lessee is responsible for paying machine costs and downtime of the machine in full.

14) INSPECTION. CONCLUSIVE PRESUMPTIONS. Lessee shall inspect the equipment within **three (3) business days** after receipt thereof. Unless Lessee within said period of time gives written or verbal notice to BPE, specifying any defect in or other proper objection to the equipment. Lessee agrees that it shall be conclusively presumed, as between BPE and Lessee, that Lessee has fully inspected and acknowledged that the equipment is in full compliance with the terms of this agreement, in good condition and repair, and that Lessee is satisfied with and has accepted the equipment in such good condition and repair. It is suggested that all customers take video or photo evidence of machinery before and after rental as proof of any damages or losses. **BPE shall have the right at any time to enter the premises occupied by the equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.** BPE will have an inspection list that records any missing or broken parts of the machine before and after rental. *Customers may ask for a copy of the inspection sheet.*

15) OWNERSHIP. BPE shall at all times retain ownership and title of the equipment. Lessee shall give BPE immediate notice in the event that any of said equipment is levied upon or is about to become liable or is threatened with seizure, and Lessee shall indemnify BPE against all loss and damages caused by such action. Lessee will pay fines if the machine gets levied or seized by a third party agency.

16) DEFAULT; REMEDIES. If (a) **Lessee** shall default in the payment of any rent or in making any other payment hereunder when due, or (b) Lessee shall default in the payment when due of any indebtedness of Lessee to BPE arising independently of this lease, or (c) Lessee shall default in the performance of any other covenant herein and such default shall continue for **30 days** after written and or verbal notice(text and phone calls) notice hereof to Lessee by BPE, or (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or (e) Lessee applies for or consents to the appointment of a receiver, trustee, or liquidator of Lessee or of all or a substantial part of the assets of Lessee under the Bankruptcy Act, or any amendment thereto (including, without limitation, a petition for reorganization, arrangement, or extension) or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law. BPE shall have the right to under any other insolvency law or law

providing for the relief of debtors, then, if and to the extent permitted by applicable law. BPE shall have the right to exercise any one or more of the following remedies. **LESSOR** (a) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of the equipment, without notice or demand to Lessee. (b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of the equipment. (c) To take possession of any or all items of the equipment without demand, notice, or legal process, wherever they may be located. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this lease as to any or all items of equipment unless BPE expressly so notifies Lessee in writing. (d) To terminate this lease as to any or all items of equipment. (e) To pursue any other remedy at law or in equity.

Notwithstanding any said repossession, or any other action which BPE may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease. All such remedies are cumulative, and may be exercised concurrently or separately. Default payment breaks contract and account will be sold to debt collectors, **BPE** will not control actions after account has been sold to collectors.

17) NO SUBLETTING ASSIGNMENT. No equipment shall be sublet by Lessee, nor shall he/she assign or transfer any interest in this Agreement without written or verbal consent of BPE. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.

18) REMEDIES CUMULATIVE: NO WAIVER; SEVERABILITY. All remedies of BPE hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the BPE to exercise and no delay in exercising, any right or remedy, hereby shall operate as a waiver thereof; nor shall any single or partial exercise by BPE of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this lease is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this lease.

19) LEGAL EXPENSES. Lessee shall pay Black Peak Equipment all costs and expenses, including attorneys' fees, incurred by Black Peak Equipment in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof. All equipment, legal, and other time sensitive matters are of the essence, there will not be any grace period unless made up by contract between BPE and Lessee.

20) OPERATORS. Unless otherwise mutually agreed in writing, Lessee shall supply and pay all operators on the equipment during the Rental Period. All operators shall be competent. Should BPE furnish any operators or other workmen for the equipment, they shall be employees of Lessee during the Rental Period, and Lessee shall pay them salary or wages and all other applicable costs. Lessee shall provide and pay for all workmen's compensation insurance and pay all payroll taxes required by law and applying to such operators and workmen. If renter has no experience with operations of machinery, Black Peak Equipment highly suggests hiring an operator with experience. Black Peak Equipment will provide machine operating manuals with proper instructions of how to use and maintain machines properly. *Black Peak Equipment does not provide operators.*

21) FUEL. Machine will be full of proper fuel and DEF before leaving the rental yard or delivered to the job site. Any fuel or DEF not replaced in the machine will be charged **\$1 over current fuel prices**. Black Peak Equipment is not a fuel distributor, we will not bring fuel to your job (unless contracted to bring fuel and other supplies), the customer must supply fuel for the machine(s).

22) COMPLIANCE WITH LAWS. Black Peak Equipment is not liable or responsible for obtaining the legal permits, proper licensing, or any other legal paperwork necessary for any commercial or homeowner job; all legal paperwork regarding digging, machinery weight, size, location, etc... is the responsibility of the Lessee. BPE will

NOT be liable for struck utilities, objects, buildings, or personal possessions on job sites; any utilities or permanent objects struck by any of BPE's equipment must be reported to BPE within one(1) business day; failure to do so will result in fines and other fees.

23) EXTRA CHARGES. Payment method or account could be charged up to 15 days after receiving equipment back due to unfulfilled agreements in this contract such as: damages, less than full fuel levels, excess idling, late drop off and/or cleaning charges. Lessee will be notified of the specific charges at the time of the charge. Extra charges will be sent by email, if failure to pay in 15 days of invoice date, BPE has permission to charge the card.

24) DISCLAIMER OF WARRANTIES. LESSOR, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.

25) COMMERCIAL RENTALS. If Lessee is using machinery for commercial use they must show a certificate of rental and lease insurance with an up to date W-9. BPE must keep a copy of this insurance until rental machinery is brought back in the condition it left in. Commercial accounts must be paid monthly in order to keep machinery onsite. Failure to do so will be an automatic default and the machine will be transported offsite at customers expense.

26) TRANSPORT. Lessee may choose to have machine(s) transported to job site(s), Lessee will be charged extra according to BPE's transport radius sheet, this covers fuel costs and driver costs. Pick up and drop off times will be scheduled according to BPE's schedule. MACHINE MUST BE LEFT IN THE SAME LOCATION AS DELIVERED, IF MACHINE IS MOVED WITHOUT PERMISSION RENTER CAN BE CHARGED EXCESSIVE FEES. *If you need a transport to haul equipment to multiple jobs there will be an hourly fee for transport plus fuel costs.* Black Peak Equipment can only haul equipment for Black Peak Equipment.

27) TRAILERS. Lessee may rent out any of BPE's trailers if the following procedures are met, (1) customer has experience towing, loading, and attaching trailers. (2) customer has valid vehicle insurance(**BPE has to validate insurance, proof of insurance is required**). (3) customer understands the limits and responsibilities of towing any rental trailer; the load rating for truck and trailer, to use equipment as designed and intended, the safety of having loads properly secured, and having the proper knowledge and training to tow equipment safely. (4) The customer understands that BPE is NOT liable for training, loading, and securing cargo onto trailers. BPE is also NOT liable for customers improperly using the trailer (overloading trailer, overloading truck, overloading hitch, and/or improper license to operate vehicle with trailer.)

28) PICK UP/ DROP OFF. Before the machine(s) is in the custody of Lessee, Black Peak Equipment will ensure proper training, inspection, and workability of equipment. BPE will have a checklist for each piece of equipment ensuring it's secure to transport, ready to safely haul, and that the machine is full of fuel to be ready for the Lessee. The rental period will begin once the contract is signed and dated, and the machine is on rent until signed back into the system BPE requires. If the machine comes back later than the agreed time, **Lessee will be charged another 24**

hour period. *ONCE MACHINE IS DROPPED OFF AT LOCATION, LESSEE IS RESPONSIBLE FOR EQUIPMENT AND ASSUMES ALL RISKS INVOLVED.*

29) LEGAL MANNERS. All legal manners regarding Black Peak Equipment or any of its affiliates will be handled in the location of the rental store located in Tremonton Utah, Box Elder County. Black Peak Equipment will not handle legal obligations in other Counties or States.

30) INSURANCE. All customers must have some proof of insurance, policy number, or insurance company contact that Black Peak Equipment could contact if damages, missing, or stolen machinery were to accrue. Customers that cannot provide insurance information could be denied rental for that sole purpose. *Homeowners will use homeowners insurance for coverage.*

31) WAIVER OF UCC CLAIMS. Black Peak Equipment is not responsible for indirect damages such as but not subjected to customer profit loss, loss of current or future contract(s), delay losses, etc... The customer understands this rental contract and that BPE is supplying the equipment for the time requested by the customer and does not adjust or make payment plans or schedules based on job profitability. The machine rates are set and designated for all customer needs. Black Peak Equipment also waives the UCC Article 2A- Leases under paragraphs 2A- 522, the customer understands the risks of renting from BPE and that BPE is not responsible for anything except the property of BPE.

32) ENTIRE AGREEMENT. This instrument constitutes the entire agreement between BPE and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

We guarantee all of our equipment to perform as intended and to meet all your needs, we also guarantee great service provided by our staff to help take care of any need of our customer. If any of our products or services don't meet your expectations, we will make it right. Let us know how we are doing by leaving us a review or emailing us at office@blackpeakrentals.com. Thank you for being our customer

This contract is valid for 2026, applicable to all machinery. Yearly or monthly contracts valid for rental period. Renewal contracts will need to be filled out per following year(s)