

**CONN EQUIPMENT RENTAL CO., INC.**

36980 HIGHWAY 280, P.O. BOX 2157

SYLACAUGA, AL 35150

PHONE (256) 245-4741 / (256) 245-4211

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**LEASE AGREEMENT**

Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Conn Equipment Rental Co., Inc., party of the first part, hereinafter called Lessor, and \_\_\_\_\_, party of the second part, hereinafter called the Lessee.

Witnessed: That in consideration of payment hereinafter provided, Lessor and Lessee agree as follows:

- 1. **EQUIPMENT LEASED:** Lessee hereby leases from Lessor for use at or near \_\_\_\_\_, all equipment herein named and identified, which throughout this agreement is designated in whole or in part as "Equipment". Each article of equipment shall remain in possession of Lessee and neither this agreement nor any part thereof shall be assigned, nor shall Lessee offer the equipment rented hereunder to be used or possessed by any other person, firm or legal entity without prior written consent of Lessor, nor shall said equipment be used in the performance of any work by Lessee other than specified above without Lessor's written consent. Lessee further agrees not to remove any equipment covered by this lease agreement out of the county and state specified above without prior written consent of Lessor.

**PIECE OF EQUIPMENT:** \_\_\_\_\_

**SERIAL #** \_\_\_\_\_ **VALUE: \$** \_\_\_\_\_

- 2. **SPECIAL CONDITIONS:** Insurance certificate must be submitted to our office before delivery of the equipment. Conn Equipment should be listed as an additional insured loss payee. The certificate must contain a minimum general liability limit of \$1,000,000, and it must also include boom and overload coverage.

3. **RENTAL RATE:** \_\_\_\_\_

4. **MINIMUM RENTAL PERIOD:** \_\_\_\_\_

5. **RENTAL PERIOD:** The rental period for the equipment shall begin \_\_\_\_\_

6. **PAYMENT:** The Lessee shall pay rental for the equipment named herein at the rate thereby indicated as specified, and payment shall be made monthly at the office of:

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- (A) Monthly rental rates shall not be subject to any deductions on account of any non-working time in the month, but the amount of the rent payable for any fraction of a month, after the minimum rental period specified, will be at the rate of 1/20<sup>th</sup> of the monthly rate for each calendar day.
- (B) The rental rate stipulated is based on single shift operation of 8 (eight) hours per day, forty hours per week.

7. **TRANSPORTATION:** Freight in: \_\_\_\_\_  
Freight out: \_\_\_\_\_

8. **MAINTENANCE AND OPERATION:** The Lessee shall see that the equipment is not subject to careless or needlessly rough usage, and hereby agrees to employ competent personnel to operate said equipment. He shall also, at his own expense, maintain the equipment in good operative condition, well greased, oiled, and repaired in such condition as delivered. All tools, appliances, and appurtenances furnished with the equipment shall be returned therewith in good condition. All repairs required or replace of worn or broken parts required while in Lessee's service and upon return to Lessor shall be paid for by the Lessee.
9. **COMPLIANCE WITH LAWS:** Lessee agrees to comply with and conform to all municipal, county, state, and federal laws, ordinances, rules, regulations, and the like pertaining to the use, maintenance, and/or operation of said equipment, and to pay all cost and expense of every character occasioned by or involving the use or operation of said equipment. This contract is deemed to be made by Conn Equipment Rental Co., Inc.
10. **DAMAGE TO EQUIPMENT:** The Lessee shall indemnify Lessor against any loss of equipment and all damage thereto incurred during the rental period from fire, theft, flood or any other cause, "unless loss of equipment is due to the sole negligence of the Lessor, his employees or agents".
11. **LIABILITY OF LESSEE:** The Lessee shall indemnify Lessor and hold harmless against all loss, damage, expense and penalty arising from any action on account of personal injury or damage to property occasioned by the operation, handling or transportation of equipment during the rental period. Lessor shall not be liable in any event for any loss, delay, or damage of any kind or character resulting from defects in or inefficiency of the equipment leased or accidental breakage thereof. Lessor shall not be liable for delays of carriers transporting the equipment, or for delays resulting from strikes, labor disorders, or refusal of its employees to cross picket lines, or from any other contingencies beyond its control. Lessee shall pay for all sales, use, and any or all taxes that may be assessed against said equipment while in Lessee's possession even though notice of assessment is received after expiration of this lease.

The Lessee shall not be liable for claimed loss in revenue due to damage of equipment. Nor shall Lessee be liable for hidden defects in equipment.

12. **INSPECTION:** Lessor shall have the right at any time to enter the premises occupied by the equipment and shall be given free access thereto for the purpose of inspection and shall be entitled to take possession or remove all or any part thereof without legal process at any time at Lessees' expense while any rental unpaid or while Lessee is in violation of any terms or provisions of this lease or when, in the option of the Lessor, such equipment is being abused or neglected, or because of labor disputes, or any other conditions, the equipment is in danger of being lost or damaged. Lessor shall make inspection upon return of the equipment at the Lessor's expense. Any loss or damage to equipment shall be listed and notice supplied to the Lessee within thirty (30) days after receipt of the equipment.
13. **TITLE:** Title to the equipment shall be at all times vested in Lessor unless transferred to the Lessee through sale. Lessee shall give Lessor immediate notice in case any equipment is levied upon, or from any cause becomes liable to seizure.
14. **TERMINATION OF AGREEMENT:** Should the Lessee default more than fifteen (15) days on any payment, become bankrupt, fail to maintain and operate as hereinbefore provide, Lessor shall have the right to take possession and to recover from the Lessee all rents due, full damage for any injuries to, and all expenses incurred in returning the equipment to Lessor.
15. Of shipment of this equipment is ordered by Lessee, who neglects to return this contract signed, the oral arrangements embodied in this contract shall control the rights of the parties.
16. **AGREEMENT:** This agreement constitutes the full agreement between the parties hereto, previously oral or written agreements being merged herein, and it is not subject to modification or alteration except by writing, signed by the principals executing this agreement or their successors.

**WITNESS:** The hands of the parties hereto the day and year first above written by which the Lessee acknowledges the receipt of a signed copy of this lease.

**LESSOR:** Conn Equipment Rental Co., Inc.

By: \_\_\_\_\_

Witness: \_\_\_\_\_

**LESSEE:** \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

State of: \_\_\_\_\_