		6113 Brittmoore Rd Houston, Tx 77041						RENTAL QUOTE #			
LOFTIN 4		(281) 310-6858 x 330 Email: Rental@				ll@LoftinEquip.Com Date of Quote		Salesman	Rental Center Yard Location		
		After hou	y Service: (855) 537-3687			4/12/2023	RM		Houston		
	RENTAL		ECONTACT			DATE OFF RENT	DATE RETURNED	R	tental Periods to be Calculated		
	REITIAL						INS Cert. On File	EQUIP MENT VALUE		I P AYMENT METHOD	
CUSTOMER'S BILLING ADDRESS WORKPHONE CELL PHO			ONE TAX EXEMPTION CERTIFICATE			TAXABLE	NON-TAXABLE		C AR D TYP E		
P.O. NUMBER		JOB SITE LOC	CATION			JOB PHON	NE NUMBER	DEP OS IT AMOUNT			
								\$ -		Month	
QTY EQUIPMENT#	EQUIP MENT	DESCRIPTION	VOLT/ Ø	HOURS / IN	HOURS / OUT	DA ILY	WEEKLY	28 Days	SHIFT	CHARGES	
										\$ -	
										\$ -	
										\$ -	
										\$ -	
										\$ -	
										\$ -	
										\$ -	
										\$ -	
										\$ -	
							100/ T.C	NGC DAMAGE Y	VATVED		
10% LOSS DAMAGE WAIVER \$ -											
3% Environmental Fee \$										5 -	
Customer is responsible for Preventative Maintenance on the equipment for each 250 run hour interval that the customer is in possession of the equipment. If the preventative maintenance is not performed or is performed improperly by the customer, Loftin Equipment will perform the PM at the full expense of the customer.											
Please Initial the box Accepting or Declining the Damage Waiver Below. If the Damage Waiver is not selected it is understood that the customer has Accepted											
coverage and will be charged an additional 10% of the total equipment rental charge. The quote is for a rental period of (1 Month) Extension to the original rental											
period or shift operation of the equipment other than quoted will result in addional charges. All quotes expire 7 days after issuance. All approved quotes, past 7											
Days of the quote date will be sourced based on equipment availability. Unless otherwise arraigned, it is agreed that the customer will be responsible for making											
the connections to the customers equipment.					Fuel Rate Reoccuring Ch			arges per Month		\$ -	
FUEL OUT: ************************************				TIPE .			CKED IN:		4		
DAMAGE WAIVER an ad	ditional fee of 10% of the	to tal equipment rental cha	arge, we agree to	waive claims	for damage to	equipment while	DELIVERY	RED IIV.			
dis appearance, service c	in your possession. This waiver is defined in paragraph 11 on page two, (reverse side) of this c disappearance, service charges or obvious neglect on your part. Damage waiver required unle					is with a	INSTALL Hrs.			\$ -	
certificate of insurance showing that "Loftin Equipment Company is additionally insured. Customer understands that damage waiver insurance. Customer accept/declines the damage waiver by initialing in the indicated space Accepts / Declines /						iage waiver is not	TEARDOWN Hrs.			\$ -	
	Customer accept/declines the damage waiver by initialing in the indicated space Accepts /						PICK-UP				
All Damage to tires tubes caused by blowout, bruises, cuts, road hazards or other causes inherent in the use of the equipment is the responsibility of the customer. Customer is responsible for theft of Equipment. Customer is responsible for checking water and oil							PM Charges			Φ.	
daily. The community samme makes will be performed in accordance to the specification of the Equipment. It is the								avel		\$ -	
event that the Customer is negligent in performing proper Preventative Maintenance on the Equipment, Loftin Equipment Company								& Setup Cha	_	\$ -	
CREDIT TERMS: CONTRACT EXTENSIONS: Receipt of the above described equipment is hereby acknowledged. Credit are Net 10 Days after It is Loftin's policy to extend contracts on equipment remaining or							FUEL USED(GALS)			
invoice date. An interest charge, on amounts due 30 days or older, will be figured at a rate of 1-1/2% per rental to lessee beyond the initial period. The terr						rms and conditions			\$ -		
leducting current payment and/orcredits which appearon the month-end statement. This charge will				of the original executed rental contract are carried over and incorporated by reference.					\$ -		
If The Equipment FAILS, DO NOT ATTEMPT TO REPAIR. Notify Our Office At Once 10-6858 x 330 or After Hours (855) 537-3687										Ψ	
Iwamanto the LESSEE shown above and/or have the authority to contract as agent for LESSEE. I Rental Period starts & ends at the Loftin Equipment yard. Lessee								OTHER FE	ES		
and have been offered or received instruction, and understand the safe operation and maintenance of						-	A A A A A A A A A A A A A A A A A A A		RGES		
Lessee, subject to the terms and conditions set forth both on the FACE and the REVERSE/ATTACHED					yard where the rental originated. Delivery to an alternate location			TOTAL CHARGES		\$ -	
sides of this contract. may result in additional transport fees to the original O Sales T									Sales Tax	\$ -	
•								LESS	DEPOSIT	\$ -	
Customer X			Print Name					TOTAL I	DUE	\$ -	

10. DISCLAIMER OF WARRANTIES - Rental center makes no warranty of No operators are furnished, directly or indirectly with equipment or vehicles merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for customer's particular intended use In consideration of hiring of the vehicles and/or equipment (herein "the equipment") or that it is free of latent detects. Rental center shall not be responsible for any defect or described on the front of this contact it is agreed as follows: failure unknown to rental center. Customers sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that a 1. DEP OS IT - Customer acknowledges that one of the purposes and intent of the customer notifies rental center immediately of such failure and returns the equipment center deposit is to secure and guarantee complete performance of customers obligations within twenty four (24) hours of such failure. under the contract. 2. WARNING - The use of false or fictitious identification to obtain the equipment 11. DAMAGE WAIVER - By customer initialing acceptance of the Damage Waiver on the or the failure to return the equipment upon the expiration of this contract may be front of this agreement and with immediate notification in the event of any accident and the prompt submission of applicable police reports, rental center and customer agree that rental considered a theft, resulting in criminal prosecution. center will waive any claim against customer for direct physical damage to the equipment for 3. POSSESSION/TITLE - Customer's right to possession of the equipment any external cause, except as follows: terminates on the return date indicated on the front of this contract. Retention of (a) Any item of equipment or part thereof which is not returned for whatever reason, Possession after this date constitutes a material breach of this agreement. Time is of the essence of this agreement. Any extension of this agreement must be agreed upon (b) Loss or damage resulting from overloading or exceeding rates capacity of the (c) Loss or damage to motors or other electrical appliances or devices caused by artificial in writing. Title to the equipment is and shall remain in rental center. If the equipment is not returned and/or levied upon for any reason whats oever, rental center may retake (d) Damage to tires, tubes and wheels caused by blo wout, bruises, cuts and other causes s aid items without further notice or legal process and use whatever force is inherent in the use of the equipment. reasonably necessary to do so. Customer hereby agrees to indemnify, defend and (e) Loss due to mysterious disappearance, wrongful conversion by a person entrusted with hold center harmless from any claims and costs arising from such retaking. If the equipment or a shortage disclosed on inventory. equipment is levied upon, customer shall notify rental center immediately. (f) Loss or damage caused by infidelity of customer, its employees, or persons to whom the equipment is entrusted. (g) Loss or damage resulting from misuse, abuse, failure to maintain, cleanliness, proper oil. 4. RECEIPT/INSPECTION OF EQUIPMENT - Customer hires the equipment fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of on an "as is basis." Customer acknowledges that he has personally inspected the equipment. equipment prior to it's leaving rental center (regardless of point of delivery) and finds it (h) All damage resulting from overturning; (i) All damage or loss resulting from use of the equipment in violation of any provision of suitable for his needs. Cus to mer acknowledges receipt of all items listed in this agreement in good working order and repair and that he understands its proper this agreement, violation of any law, ordinance or regulation or operation in an improper or operation and use without further instructions regarding operation and use from rental negligent manner. center. Customer acknowledges that he has had an opportunity to inspect all hitches, (j) Overhead damage. bolts, safety chains, hauling tongues and other devices and material used to connect (k) Damage from dirtying of equipment by paint, mud, plaster, concrete, ros in or any other material, Customer is responsible for cleaning and repainting, as required. If customer has the equipment to cus to mers vehicle, if any, and cus to mer declares that he has received the equipment in secure and operative condition. insurance covering such loss or damage, take all action necessary to process such claim and customer further agrees to sign said claim and any and all proceeds from such insurance shall 12. PURCHASE ORDERS - The use of customer purchase order number on this 5. SOLVENCY - Customer represents to rental center that he is not insolvent and s hould be become insolvent, that he will return all equipment to rental center agreement is for customers convenience and identification only. immediately. 6. RENTAL PERIOD/RATE/PAYMENT- Rental period is for maximum of 13. SUBLETTING/LOCATION OF EQUIPMENT - Customeragrees not to sublet, twenty four (24) hours unless a longer term is specified in the "return date." Rental loan or as sign the equipment. Cus to mer shall not move the equipment from the address at charges begin immediately upon delivery of the equipment to the location directed by which cus to mer represented it was to be used. the customer or upon equipment leaving rental center,, whichever happens first. Rental charges end upon return of the equipment to rental center in an acceptable 14. DEFAULT - Should cus to mer in any way fail to observe or comply with any provision of condition. If the equipment is returned prior to the end of the minimum rental period, this agreement, rental center may, at his sole option exercise any and all of the following the rental due shall be for the entire minimum rental period. Rental center may remedies: terminate rental at any time and retake the equipment without further notice in case of (a) Termination of the agreement; violation by customer of any terms or conditions of this agreement. Customer agrees (b) Retake the equipment; to pay any collection costs and attorneys fees incurred in collection of this account or (c) Declare any outstanding rent and charges due and payable and initiate legal process to any dispute arising under this agreement. Rental rates are based upon single shift recover the monies. usage (8 hours per day, 5 days per week). If cus to mer makes greater use of the (d) Pursue any of the remedies available to rental center (exercise of any remedies or a equipment it is agreed that the additional usage will be charged. waiver of any additional remedies to which rental center may be entitled). 7. ORDINARY WEAR AND TEAR - "Ordinary wear and tear" shall mean only 15. RETAKING OF EQUIP MENT - If for any reason it becomes necessary for rental the normal deterioration of the equipment caused by ordinary, reas onable and proper center to retake the equipment, rental center may retake the equipment without further notice use of the equipment on a one-shift basis. Damage which is not ordinary wear and or further legal process. tear" includes but not to: damage resulting from lack of fuel or lubrication: failure to 16. ACCIDENTS, REPORTING AND INDEMNIFICATION - "This agreement is maintain properoil, water, hydraulic or air pressure levels; damage due to overturning, o verloading or exceeding rates capacities: improper use; abuse; lack of cleaning; tire between customer referenced above and Loftin Equipment Co. Unless the damage waiver fee damages. Customer shall be responsible for all damage not caused from ordinary is paid, the cus to mer is to insure all equipment rented from Loftin Equipment Co for all perils wear and tear. of physical loss and loss of use thereof. The equipment must be insured for its full replacement value. Customer is to provide a certificate of insurance certifying this coverage 8. COMPLIANCE WITH LAWS/USE OF EQUIPMENT - Customeragrees has been secured. Loftin Equipment Co is to be named as loss payee for this coverage. not to use or allow anyone to use the equipment for any illegal purpose or in any illegal Customer agrees to indemnify and hold Loftin Equipment Co harmless from all losses, costs manner. Customer acknowledges that rental center has no physical control over the fees, expenses, or damages resulting from the use of the rental equipment and to add Loftin use of the equipment. Customer agrees at his sole cost and expense to comply with Equipment Co as an additional insured on customer's general liability, auto liability, pollution all municipal, county, state and federal laws, ordinances and regulations (including liability, and umbrella/excess liability insurance policies. Customer agrees to provide a O.S.H.A.) which may apply to the use of the equipment during the rental period. certificate of insurance certifying this coverage has been secured. In the event of any Customer further agrees to pay all licensed, fees, permits or taxes arising from his use accident resulting in property damage or bodily injury arising from the use of the equipment of the equipment, including any subsequently determined to be due as a result of an while it is in customer's possession, customer hereby expressly agrees to assume audit. Customer shall not allow any person who is not qualified to operate the responsibility for himself, his employees, agents and assigns and agrees to indemnify, defend equipment or use the equipment. Customers hall not allow any person; to use or and hold Loftin Equipment Co harmless from any claim or action arising therefrom - including operate the equipment when it is in need of repair or when it is an unsafe condition or attorney fees, claim expenses, investigation costs, court costs, expert witnesses, or any other s ituation; modify, mis use, harm or abuse the equipment; permit any repairs to the cost related to the loss situation. Customer agrees to notify Loftin Equipment Co equipment without rental center's written permission or allow a lien to be placed upon immediately in case of any accident or injury situation involving the rented equipment and to the equipment. Customer agrees to check filters, oil, fluid levels, air pressure, clean 17. NOTICE OF NON-WAIVER/SEVERABILITY - Any failure of rental center to and visually inspect the equipment at least daily and to discontinue use and immediately notify rental center when equipment is found to need repair or ins ist upon strict performance by customer as regards any provision of this agreement shall maintenance. Customer acknowledges that rental center has no responsibility to not be interpreted as a waiver of rental center's right to demand strict compliance with all inspect the equipment while it is in customer's possession. If the equipment becomes other provisions of this agreement against customer or any other person. The provisions of uns a fe or requires repair, cus to mer shall discontinue using it and notify rental center this agreement shall be severable so that the unenforceability, invalidity or waiver of any immediately. 9. RETURN OF EQUIPMENT - Customer agrees to return the equipment to rental center during regular bus iness hours upon "return date" in as good condition as when received, ordinary wear and tear excepted. In the event, the returned equipment has run hours in excess of 250 while in the possession of the Customer without a PM Service as prescribed by the manufacturer of the Equipment, the service will be