***Burk Rentals***

***Rental Terms & Conditions***

**Payment Terms:** The total lease payment is due and payable before the equipment is rented. Cash, check or credit cards are acceptable forms of payment. $100 deposit to reserve date. Non refundable

**Tax:** 8.5% sales tax will be applied to the total lease payment amount.

**Cancellation:** Once reserved, the Lessee will lose deposit.

**Care and Operation of Equipment:** The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

**Alterations:** Lessee shall make no alterations to the equipment without the prior written consent of the Lessor. All alterations shall be the property of the Lessor and subject to the terms of this Lease.

**Maintenance and Repair:** The Lessee shall maintain, at the Lessee’s cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items.

**Lessor’s Right of Inspection:** The Lessor shall have the right to inspect the equipment during the Lessee’s normal business hours if the Lessor feels the need to do so.

**Return of Equipment:** At the end of this Lease term, the Lessee shall be obligated to return the equipment to the Lessor clean and full of fuel (if applicable), or the Lessee will incur charges of $6/gallon for fuel and no less than $50/hour for a cleaning fee.

**Acceptance of Equipment:** The Lessee shall inspect each item of equipment at the time of pickup. The Lessee shall notify the Lessor immediately of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Lessee fails to provide such notice before accepting the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule.

**Ownership and Status of Equipment:** The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Lessor shall be deemed to have retained title to the equipment at all times, unless the Lessor transfers the title by sale. The Lessee shall immediately advise the Lessor regarding any notice of any claim, levy, lien, or legal process against the equipment.

**Warranty:** The Lessor makes no warranties, express or implied, as to the equipment leased. The Lessee assumes responsibility for the condition of the equipment.

**Risk of Loss or Damage:** The Lessee assumes all risks of loss or damage to the equipment from any cause and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear, unless otherwise provided in this Lease.

**Indemnity of Lessor for Loss or Damages:** Unless otherwise provided in this Lease, if the equipment is damaged or lost, the Lessor shall have the option of requiring the Lessee to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Lessor and subject to this Lease.

**Liability and Indemnity:** Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Lease is the obligation of the Lessee, and the Lessee shall indemnify and hold the Lessor harmless from and against all such liability. Lessee shall maintain liability insurance of at least $100,000.

**Casualty Insurance:** The Lessee shall insure the equipment in an amount sufficient to cover the replacement cost of the equipment.

**Assignment:** The Lessee shall not assign or sublet any interest in this Lease or the Equipment or permit the equipment to be used by anyone other than the Lessee or Lessee’s employees, without the Lessor’s prior written consent.

**Entire Agreement and Modification:** This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior agreements between parties.

**Governing Law:** This Lease shall be construed in accordance with the laws of the State of Washington.

**Severability:** If any portion of this Lease shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Waiver:** The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Lease.

**Certification:** Lessee certifies that the application, statements, trade references, and financial reports submitted to the Lessor are true and correct and any material misrepresentation will constitute a default under this Lease.

**Dispute Resolution:** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) process.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to a final and binding arbitration under the rules of the American Arbitration Association. The arbitrator’s award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_