

## Satilla Equipment Rental Policy

This Equipment Lease (this "Lease") is made effective as of the date signed below, between Satilla Equipment Company, LLC (the "Lessor"), 2228 Screven Avenue, Waycross, GA 31501, and the undersigned Lessee, whose address is listed on file, and states the agreement of the parties as follows:

### EQUIPMENT SUBJECT TO LEASE.

The Lessor shall lease the equipment listed.

### PAYMENT TERMS.

The total lease payment, based on the agreed rental rate, is due and payable at the time the equipment is returned. Charges will be computed from the effective date of this Lease until the equipment is returned.

### SERVICE CHARGE.

If any Lease installment is not paid within 7 days after the due date, the Lessee shall pay to the Lessor a service charge of \$35.00.

### NON-SUFFICIENT FUNDS.

The Lessee shall be charged \$40.00 for each check that is returned to the Lessor for lack of sufficient funds.

### SECURITY DEPOSIT.

In addition to the lease payment charge, the Lessee shall pay a security deposit at the time this Lease is signed. Any refundable amounts shall be paid at the time this Lease is terminated, subject to the Lessor's right to apply it toward lease charges and damages. The security deposit shall not bear interest.

### LEASE TERM.

This Lease shall begin on the effective date listed above and shall terminate upon return of the equipment, unless otherwise terminated in a manner consistent with the terms of this Lease.

### LOCATION OF EQUIPMENT.

The equipment shall remain at the approved job site during the lease term and shall not be removed from that location without the Lessor's prior written consent.

### 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.

### 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.

### LESSOR'S RIGHT OF INSPECTION.

The Lessor shall have the right to inspect the equipment during the Lessee's normal business hours.

### RETURN OF EQUIPMENT.

At the end of the Lease term, the Lessee shall return the equipment to the Lessor at the Lessee's expense.

### OPTION TO RENEW.

If the Lessee is not in default upon expiration of this Lease, the Lessee may renew the Lease for a similar term upon mutually agreed terms.

### ACCEPTANCE OF EQUIPMENT.

The Lessee shall inspect the equipment upon delivery and immediately notify the Lessor of any discrepancies.

### OWNERSHIP AND STATUS OF EQUIPMENT.

The equipment remains the personal property of the Lessor at all times.

#### RISK OF LOSS OR DAMAGE.

The Lessee assumes all risks of loss or damage to the equipment.

#### INDEMNITY OF LESSOR.

If the equipment is lost or damaged, the Lessor may require the Lessee to repair or replace it.

#### LIABILITY AND INDEMNITY.

The Lessee assumes all liability for injuries, disabilities, or deaths resulting from use, operation, or transport of the equipment.

#### LIABILITY & CASUALTY INSURANCE.

Commercial Lessees must maintain insurance coverage.

#### EQUIPMENT HOURS OF USE.

4 hours per half day

8 hours per day

16 hours per 2-day rental

40 hours per week

160 hours per 4-week rental

Overtime hours will be billed \$25–\$75 per hour.

#### CLEANING FEES.

Cleaning fees range from \$50–\$250.

#### FUEL POLICY.

Equipment is delivered full. Less than 3 gallons missing is included. More than 3 gallons missing will be charged at current fuel rate.

#### CREDIT CARD ON FILE.

A valid credit card must be on file and may be charged for any unpaid balances.

#### DELIVERY & TOWING INSURANCE.

If the Lessee tows the equipment, proof of valid vehicle insurance is required. Otherwise, the Lessee may pay for Satilla Equipment Company to deliver and pick up the equipment.

#### WEATHER / ACTS OF GOD.

The Lessor is not responsible for delays or damages caused by weather, natural disasters, or acts of God.

#### NO SUBLEASE OR MODIFICATIONS.

The Lessee shall not sublease, loan, modify, or alter the equipment without written consent.

#### LATE RETURN FEES.

Late returns may be subject to additional daily rental charges.

#### RENTAL DAMAGE WAIVER (RDW).

If the Lessee elects RDW, coverage is governed by the separate RDW agreement.

#### PERSONAL PROPERTY.

The Lessor is not responsible for personal property left in the equipment.

#### LEGAL FEES.

In any legal action, the prevailing party may recover attorney fees and costs.

#### NO GUARANTEE OF PERFORMANCE.

No guarantee is made that the equipment will be suitable for a specific job.

**DEFAULT.**

Failure to pay or comply with this Lease constitutes default.

**RIGHTS ON DEFAULT.**

The Lessor may repossess the equipment and recover costs.

**NOTICE.**

All notices are considered delivered when delivered in person or to the address on file.

**ASSIGNMENT.**

The Lessee may not assign this Lease without written consent.

**ENTIRE AGREEMENT.**

This Lease is the entire agreement.

**GOVERNING LAW.**

This Lease is governed by Georgia law.

**SEVERABILITY.**

Invalid portions shall be limited to remain enforceable.

**WAIVER.**

Failure to enforce does not waive future enforcement.

**CERTIFICATION.**

The Lessee certifies all information is true.

**SIGNATORIES.**

This Lease is executed on behalf of Satilla Equipment Company, LLC and by the Lessee.