

BUSH RENTALS TERMS & CONDITIONS



DEFINITIONS

“Authorized Users” are individuals the customer allows to use the equipment, who must be trained, sober, and capable of safe operation. “Customer” includes anyone signing this agreement or acting on behalf of the renter. “Equipment” refers to all rented items, including attachments, replacements, and accessories. Equipment is considered “Lost” if stolen, missing, or not recovered for 30 days. “One Shift” refers to a work schedule of up to 8 hours per day or 40 hours per week. “Normal Wear” refers to the expected use of an item without abuse. The “Rental Period” begins when the Equipment is delivered or picked up and ends when it is returned to Bush Rentals.

1. TERMS

By signing this agreement or using the Equipment, Customer accepts these terms. This is a lease, not a sale. Equipment remains the property of Bush Rentals and must be returned on request.

2. PERMITTED USE

The customer is responsible for the proper use of the Equipment. Customer must:

- (a) inspect Equipment before each use;
- (b) keep Equipment secure;
- (c) use Equipment safely and legally;
- (d) notify Bush Rentals immediately of loss, damage, malfunction, or incidents.

Training is the customer’s responsibility, unless agreed upon in writing. Only Authorized Users may operate Equipment.

3. PROHIBITED USE

Customer must not: remove safety devices or labels; sublease or assign this agreement; move Equipment without Bush Rentals’ consent; use Equipment illegally, negligently, or in publications; or allow untrained or unauthorized individuals to use it.

4. MAINTENANCE

The customer must perform routine maintenance (fuel, fluids, and cleaning). Major repairs are done only by Bush Rentals. The customer pays for damage beyond normal wear and tear. Bush Rentals may inspect the equipment at any time.

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5. CUSTOMER LIABILITY

Customer is responsible for all risks during the Rental Period, including injury, death, theft, or damage. In the event of an incident, the Customer must secure the Equipment, notify Bush Rentals and the authorities if necessary, and provide the required reports. Rental charges continue until the equipment is repaired or replaced.

6. NO WARRANTIES

Bush Rentals provides equipment "as is" without warranties of condition, durability, or fitness for a purpose. The customer accepts all risks.

7. INDEMNITY

The customer releases and agrees to protect Bush Rentals from any claims, damages, or expenses arising from the use of Equipment or breach of this agreement. This duty continues after the rental ends.

8. RENTAL RATES

Rates are based on one-shift use unless stated otherwise. Charges include rental fees plus fuel, delivery, pickup, cleaning, and other listed fees. Additional charges apply for extended or extra use.

9. PAYMENT

Payment is due at the time of rental, unless credit terms have been approved. Late balances incur service fees. Returned checks incur processing fees. Bush Rentals may charge the Customer's credit card for any amounts owed.

10. RETURN OF EQUIPMENT

Equipment must be returned in the condition received, minus Normal Wear, free of hazardous materials. If delivered by Bush Rentals, the Customer must notify when ready for pickup. Rental continues until Bush Rentals confirms receipt of the return.

11. DEFAULT

The customer is in default if payments are missed, terms are violated, the Equipment is at risk, or the Customer becomes insolvent. Bush Rentals reserves the right to repossess equipment without notice and recover associated costs.

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12. ENVIRONMENTAL FEE

Bush Rentals may charge an Environmental Fee to offset costs of compliance, waste disposal, and sustainability efforts. This is not a tax but a company fee.

13. FUEL

Customer may: (a) prepay for a full tank; (b) pay for fuel used on return; or (c) return the Equipment full. Refueling by Bush Rentals is charged at posted rates.

14. LIMITATION OF LIABILITY

Bush Rentals' total liability under this agreement will not exceed the rental fees paid.

15. JURY TRIAL WAIVER

Both parties waive their right to a jury trial for disputes arising from this agreement.

16. ARBITRATION & CLASS ACTION WAIVER

Disputes may be settled by arbitration under recognized arbitration rules. Claims must be brought individually, not as part of a class action.

17. EXPORT COMPLIANCE

Equipment must not be exported from the U.S. without Bush Rentals' prior consent and compliance with all applicable export laws.

18. GOVERNING LAW

The laws of the State of Arizona govern this agreement. Invalid sections do not affect the rest of the contract.

19. MISCELLANEOUS

This document is the entire agreement. Changes must be in writing and signed by both parties. The customer confirms their authority to sign and perform this agreement. Copies are as valid as originals.

Printed Name: _____ **Title:** _____ **Date:** _____

Customer Signature: _____