

EQUIPMENT RENTAL AGREEMENT

This **Equipment Rental Agreement** (the "Agreement") is entered into by and between **SEIGE LLC**, ("Lessor") and **Lessee** (as named on the signature page). Lessor agrees to rent the equipment listed on the signature page (the "Equipment") to the Lessee, subject to the terms and conditions outlined below.

1. Signature Page

The Equipment, rental rate (including all charges and fees, excluding surcharges), rental period, rental location, and delivery method will be detailed on the signature page.

2. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Idaho, where **SEIGE LLC** (the "Lessor") is located, without regard to its conflict of laws principles.

Jurisdiction and Venue:

Lessee agrees that any legal action, suit, or proceeding arising from or related to this Agreement shall be brought exclusively in the state or federal courts located in **Bonneville County, Idaho**, and Lessee consents to the exclusive jurisdiction and venue of such courts. Lessee waives any objection to the venue and jurisdiction of such courts, including any argument that the chosen venue is inconvenient.

Waiver of Personal Service:

Lessee further agrees that personal service of any notice, legal process, or summons in connection with any legal action or proceeding related to this Agreement may be served by registered or certified mail, postage prepaid, addressed to the Lessee's last known address, or any other address provided by the Lessee to the Lessor. Such service shall be deemed effective upon receipt.

3. Liability and Insurance

By renting the Equipment, the Lessee assumes full liability for the Equipment and its use. Lessee confirms they have necessary insurance in place to cover any damages, losses, or liabilities arising from use, possession, or operation of the Equipment. **Lessor is held harmless under all circumstances, including any accidents or injuries related to the Equipment.**

Insurance Requirements:

Lessee is required to maintain adequate insurance coverage for the Equipment during the rental period. This includes:

- **Commercial general liability insurance** covering bodily injury and property damage.
- **Equipment insurance** covering damages to the rented Equipment itself.

- **Vehicle insurance** if applicable (e.g., if vehicles or trailers are used to tow the rented Equipment).

By signing this Agreement, Lessee affirms that they have the appropriate insurance coverage in place for the Equipment during the rental period.

4. Indemnity

Lessee agrees to indemnify, defend, and hold harmless Lessor from any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from:

- The use, operation, or possession of the Equipment by the Lessee.
- Any claims brought by third parties for bodily injury, property damage, or financial loss caused by the Equipment during the rental period.

Lessee further agrees to indemnify Lessor for any damages to third parties or loss of use of the Equipment, even if caused by the Lessor's own negligence, except in cases of **willful misconduct** or **gross negligence** by the Lessor.

5. Responsibility for Equipment Downtime, Theft, or Loss

If the Equipment becomes unavailable for rental due to damage or misuse by the Lessee, or if Lessee causes the Equipment to be inoperable, Lessee will be responsible for downtime costs, including repair or replacement costs and rental charges at the full rental rate for the period the Equipment is unavailable for rental.

Theft or Loss of Equipment:

Lessee is responsible for the Equipment at all times during the rental period. If the Equipment is stolen, lost, or damaged beyond repair while in Lessee's possession, Lessee will be liable for the full replacement value of the Equipment, as well as any associated costs (e.g., transportation, loss of income, etc.). Lessee must notify Lessor immediately in the event of theft or loss.

If the Equipment is damaged beyond normal wear and tear, Lessee will bear the full cost of repair or replacement, including associated downtime costs.

6. Condition and Inspection of Equipment

Lessee agrees to return the Equipment in the same or cleaner condition than when rented, with the same or more fuel than it was provided with. **Failure to return the Equipment in a clean condition will result in a \$250 cleaning fee per machine. Fuel below the initial level will incur a charge of \$10 per gallon.** Lessee acknowledges:

- (a) The Equipment is in good condition as inspected and accepted by Lessee, unless photographic or video evidence of issues is provided before taking possession.
- (b) Lessee understands the proper use of the Equipment and will notify Lessor of any defects before use.

Inspection upon Delivery:

Lessee acknowledges that they have inspected the Equipment upon receipt and found it to be in good working condition, free from damage, and suitable for the intended use. Any issues or defects must be reported to Lessor immediately upon delivery. Failure to report defects upon delivery will be deemed an acceptance of the Equipment's condition.

7. Use of the Equipment

The Equipment may not be used for the following purposes:

- (a) For illegal purposes or in an illegal manner.
 - (b) Improperly or unintentionally.
 - (c) By anyone other than Lessee or their employees without Lessor's written consent.
 - (d) At any location other than those listed on the signature page without Lessor's consent.
 - (e) With attachments on machines other than those the attachments were rented with, without Lessor's written consent.
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8. Late Fees and Overdue Accounts

Payment for rental fees is due in full at the start of the rental period, unless a periodic payment plan has been specifically established between the parties. Regardless of any payment plan, all payments must be made in full by the end of the rental period. If any balance remains unpaid after the rental period concludes, late fees will begin accruing.

A late fee of 0.5% per day, compounded daily, will apply to any outstanding balance. The equivalent annual percentage rate (APR) for this daily interest is approximately 183%. Lessee agrees to pay all late fees, interest, along with the original rental charges, and any associated costs incurred due to the late payment.

9. Repair and Replacement of Equipment

If the Equipment becomes unsafe or in disrepair, Lessee agrees to discontinue use and promptly notify Lessor. Lessor may, at its discretion, replace the Equipment with similar equipment, subject to availability. **However, Lessor is under no obligation to provide a replacement and is not liable for delays or damages caused by the failure to replace the Equipment.**

Repairs due to damage or misuse by Lessee will be charged at the applicable shop rate, plus an additional 10% handling fee. The shop rate will be determined by the nearest OEM distributor (JCB, Kubota, Mahindra, etc.). Lessee agrees to pay for all repair costs incurred during the rental period, regardless of the cause.

10. Termination and Cancellation

Either party may terminate this Agreement upon written notice. If the Lessee terminates the rental early, they agree to pay all rental charges incurred up to that point. If Lessee breaches any terms, Lessor may terminate the Agreement immediately and reclaim the Equipment.

11. Lessee Responsibilities

Lessee is responsible for:

- Proper maintenance and operation of the Equipment.
 - Complying with applicable laws and manufacturer's guidelines.
 - Not altering or adding to the Equipment without written consent from Lessor.
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12. Lessee Representation

Lessee affirms they are neither the manufacturer nor an agent of the manufacturer of the Equipment.

13. Loading, Unloading, Transporting, and Risk of Loss

- **a.** If Lessor's employees assist with loading/unloading, Lessee assumes all risks, including damage or injury, even if caused by Lessor's negligence.
 - **b.** Lessee will inspect trailer couplings and safety chains before departure and at least every 100 miles during transport.
 - **c.** If Lessee is responsible for transporting the Equipment, they assume all risk of damage to the Equipment while in transit. Lessee agrees to insure the Equipment during transportation and hold Lessor harmless from any damages or loss that may occur during transport.
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14. Maintenance and Repair During Rental

Lessee is responsible for the routine maintenance and care of the Equipment during the rental period, including checking oil, fluids, and tire pressure (if applicable). Lessee agrees to promptly notify Lessor if any major repairs are needed. Lessee agrees not to make any repairs or alterations to the Equipment without prior written consent from Lessor.

15. Assignments, Subleases, and Loans

- **a.** Lessor may assign its rights under this Agreement without Lessee's consent.
 - **b.** Lessee may not sublease or loan the Equipment without Lessor's written consent. Unauthorized assignments or loans are void.
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16. Arbitration and Dispute Resolution

If a dispute arises under this Agreement that cannot be resolved through mediation, the parties agree to resolve the matter through binding arbitration.

Arbitration Procedure:

- The arbitration shall be conducted in accordance with the rules of the **American Arbitration Association** (AAA) and take place in **Bonneville County, Idaho**, unless the parties mutually agree to another location.
- The arbitration shall be conducted before a single arbitrator selected by the parties, or if the parties cannot agree, an arbitrator will be appointed in accordance with AAA rules.
- The decision of the arbitrator(s) will be final and binding, and judgment on the award rendered may be entered in any court of competent jurisdiction.

Mediation:

Before proceeding to arbitration, the parties agree to attempt to resolve the issue through **mediation**. The parties shall initiate mediation within 2 weeks of the dispute's occurrence. If mediation does not resolve the dispute, the matter shall proceed to binding arbitration as specified above.

17. Force Majeure

Neither party shall be liable for failure to perform its obligations under this Agreement if such failure is due to an event of **Force Majeure** such as, but not limited to, natural disasters, acts of terrorism, war, labor strikes, pandemics, or governmental actions. The Lessee must provide written notice and supporting documentation of any such events and their direct impact on performance within 1 day of occurrence.

18. Substitution of Equipment

In the event that the Equipment rented is unavailable, or if Lessee requests a different piece of Equipment, Lessor reserves the right to substitute the Equipment with similar or upgraded Equipment. Any changes to the rental agreement, including equipment substitutions, will be subject to mutual agreement and may result in an adjustment of rental fees.

19. Subrogation Waiver

Lessee waives any right of subrogation against Lessor and agrees that any claims for damage to the Equipment covered by insurance shall be directed to the Lessee's insurance company. This waiver prevents Lessee's insurer from seeking reimbursement from the Lessor.

20. Personal Guarantee (if applicable)

If Lessee is a business entity, the undersigned hereby personally guarantees the full and timely payment of all rental fees, costs, and any other obligations under this Agreement, including but not limited to damages, lost income, repair costs, and legal fees associated with any breach of this Agreement.

21. Severability

If any provision of this Agreement is found unenforceable, the remainder will remain in full effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date on the signature page.

Lessee: _____ **Date:** _____