



e-Yardcare, LLC  
1895 Naugart Drive  
Merrill, WI 54452

## Online Equipment Rental Agreement

THIS EQUIPMENT RENTAL AGREEMENT dated the same day of the online form submission

### BETWEEN

e-Yardcare, LLC. (owner of domain TractorForRent.com) of 1895 Naugart Drive, Merrill,  
Wisconsin, 54452

(the "Lessor")

OF THE FIRST PART

**-and-**

**the submitter of this form**

(the "Lessee")

OF THE SECOND PART

(the Lessor and Lessee are collectively the "Parties")

**IN CONSIDERATION** of the mutual covenants and promises in this Agreement, the sufficiency of which the Parties acknowledge, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

### Definitions

1. The following definitions are used but not otherwise defined in this Agreement:
  - a. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
  - b. "Equipment" means all materials rented from Lessor, including but not limited to: sub-compact utility tractor with appropriate attachments (backhoe, loader, back blade, wood chipper, grapple bucket, tiller, brush hog, log splitter, back blade, and/or PTO generator), comprising a total value not to exceed \$20,000.
  - c. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

#### Lease

2. The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement.

#### Term

3. The Lease term commences on the **agreed upon start date** and will continue on a **recurring basis** as identified in the Rental Term (the "Term").

#### Rent

4. The rent for the Equipment will be **calculated based off the current rates listed on the rental page** (the "Rent"), multiplied by the number of days and/or weeks and the Rent will be paid prior to the Lessee taking possession of the Equipment.

#### Delivery of Equipment

5. The Lessor will, at the Lessor's own expense and risk, deliver the Equipment to the agreed upon location, for an agreed upon rate, unless alternate delivery arrangements are agreed upon in writing between Lessor and Lessee

#### Use of Equipment

6. The Lessee will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.
7. The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose.
8. Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

#### Warranties

9. The Equipment will be in working order and good condition upon delivery. The Equipment is of merchantable quality and is fit for the following purpose: construction of retaining wall and splitting of firewood.

#### Loss and Damage

10. To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.
11. If the Equipment is lost or damaged, the Lessee will continue paying Rent, will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.
12. In the event of Total Loss of the Equipment, the Lessee will continue paying Rent, will provide the Lessor with prompt written notice of such loss and will replace the Equipment with encumbrance-free Equipment of the same model, type and configuration.

#### Ownership, Right to Lease and Quiet Enjoyment

13. The Equipment is the property of the Lessor and will remain the property of the Lessor.
14. The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.
15. The Lessor warrants that the Lessor has the right to lease the Equipment according to the terms in this Agreement.
16. The Lessor warrants that as long as no Event of Default has occurred, the Lessor will not disturb the Lessee's quiet and peaceful possession of the Equipment or the Lessee's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

#### Surrender

17. At the end of the Term or upon earlier termination of this Agreement, the Lessee will make the Equipment available for pick up at an agreed upon, predetermined location and the Lessor will arrange, at the Lessor's cost and expense, to pick up the Equipment. If the Lessee fails to make the Equipment available for pick up, the Lessee will pay to the Lessor any unpaid Rent for the Term plus the Casualty Value of the Equipment plus 10% of the Casualty Value, at which point ownership of the Equipment will pass to the Lessee.

#### Insurance

18. The Lessor insures the Equipment for liability in the event of mechanical failure, however Lessee should confirm liability coverage with Lessee's insurer, as Lessee is the operator of the equipment. No liability is assumed by Lessor for negligent operation of the equipment.

#### Default

19. The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:

- a. The Lessee fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Lessee's obligations under this Agreement.
- b. The Lessee becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or other competent jurisdiction.
- c. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

#### Remedies

20. On the occurrence of an Event of Default, the Lessor will be entitled to pursue any one or more of the following remedies (the "Remedies"):
  - a. Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Lessee.
  - b. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
  - c. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee waives any and all damage occasioned by such taking of possession.
  - d. Terminate this Agreement immediately upon written notice to the Lessee.
  - e. Pursue any other remedy available in law or equity.

#### Assignment

21. THE LESSEE WILL NOT ASSIGN THIS AGREEMENT, THE LESSEE'S INTEREST IN THIS AGREEMENT OR THE LESSEE'S INTEREST IN THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR.
22. If the Lessee assigns this Agreement, the Lessee's interest in this Agreement or the Lessee's interest in the Equipment without the prior written consent of the Lessor, the Lessor will have recourse to the Remedies and will be entitled to all damages caused by the transfer to the extent that the damages could not reasonably be prevented by the Lessor.

#### Renewal

23. The Lessee may renew this Agreement for an additional Term if the Lessee has given the Lessor 1 day written notice of the Lessee's intention to renew and if the Lessee is not in default of any of the terms under this Agreement. Other than as agreed upon in writing between the Parties, the renewal will be on the same terms as this Agreement, except for this renewal clause.



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#### Additional Clauses

24. Lessee is responsible for any and all safety related concerns, including but not limited to locating and avoiding damage to any and all utilities (including power, water, phone/tv, private wells and septic systems, etc.) Damage to or harm caused by striking any above or below ground utilities are the responsibility of the lessee. Calling Diggers Hotline to locate utilities as appropriate is highly recommended.
25. Lessee will operate equipment in a safe and responsible manner. Use of drugs (either recreational or prescription, as suggested on the label) or alcohol can impair your ability to operate this equipment, and is prohibited. .
26. Lessee must have a working knowledge of operating the equipment and attachments being rented, type of project or tasks being performed, and must respect and obey any applicable laws pertaining to property lines, setbacks, easements, and public or private right-of-ways and boundaries.

#### Address for Notice

27. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Lessor: e-Yardcare, LLC., 1895 Naugart Drive, Merrill, Wisconsin, 54452.

Lessee: **Address location submitted with the Rental Request form**

#### Interest

28. Interest payable on any overdue amounts under this Agreement will be at a rate of 9 percent per annum or at the maximum rate allowed under applicable legislation, whichever is lower.

#### Governing Law

29. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Wisconsin (the "State"), without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### Notice to Lessee

30. **NOTICE TO THE LESSEE:** This is a lease. You are not buying the Equipment. Do not agree to this Lease before you read it. Upon request, you are entitled to a printed copy of this Agreement.



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IN WITNESS WHEREOF the Parties have executed this Lease Agreement on the date of the Rental Request form submission.

### **Equipment Rental Safety Checklist**

- Seat Belt
- Parking Brake
- OROPS
- Loader Level
- Backhoe Stabilization Pads
- Operating on hills
- Digger's Hotline – (811)
- Surrounding Utilities
- Overhead
- Gas & Power Meters
- Lights
- Operating on Roads
- Slow Moving Vehicle Sign
- Seat Adjustment
- Loader Control Lock
- PTO Switch and Splines
- Hydraulic Connections
- Cleared Perimeter

I have reviewed and understand the above safety precautions and will hold e-Yardcare, LLC harmless from injury or death caused as a result of negligence.

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Signature

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Date