EQUIPMENT RENTAL AGREEMENT

Dry Hire — Equipment Only, No Operator Provided

Locare LLC dba Locare Rentals • New Canaan, CT 06840
juliancash@locarerentals.com • locarerentals.com

Agreement No.: _____ **Date:** ____ / ____ / _____

1. PARTIES

This Equipment Rental Agreement (the "Agreement") is entered into between **Locare LLC**, a Connecticut limited liability company doing business as Locare Rentals, New Canaan, CT 06840 ("Owner" or "Locare"), and the renter identified below ("Renter"). Owner and Renter are each a "Party."

Renter (company or individual)	
Contact name / title	
Billing address	
Phone / email	
Driver's license no. / state (signer)	
Job site address (Equipment location)	
Job site contact / phone	
Renter PO / job no. (if any)	

2. EQUIPMENT

Machine	2022 JCB Teleskid 3TS-8T compact track loader (telescopic boom), high-flow auxiliary hydraulics
Serial / PIN	Serial No.: 3107748
Included attachments	Bucket (S/N or ID: _____) Pallet forks (S/N or ID: _____)
Additional attachments (if any)	_____ Rate: $_____
Replacement value (for loss/insurance)	Machine: $69,000 Attachments: $2,000 (bucket $1,000; pallet forks $1,000)

The machine, attachments, keys, manuals, and all accessories delivered with them are collectively the "Equipment."

3. RENTAL PERIOD, RATES AND HOUR METER

Rental start (date / time)	____ / ____ / _____ ____:____ AM/PM
Scheduled return (date / time)	____ / ____ / _____ ____:____ AM/PM
Rate selected	☐ Day $475 (8 engine hrs) ☐ Week $1,450 (40 engine hrs) ☐ 4 Weeks $3,950 (160 engine hrs)
Overtime	$55.00 per engine hour over the hour allowance for the rental period
Hour meter OUT / IN	OUT: _____ hrs IN: _____ hrs Total used: _____ hrs

3.1 Rental Period. The rental period begins when the Equipment is delivered to Renter (or picked up by Renter) and ends when the Equipment is returned to, or recovered by, Owner at the location agreed by Owner. A "Day" is a 24-hour period; a "Week" is 7 consecutive days; a "4-Week" period is 28 consecutive days. Rental charges accrue for the full period whether or not the Equipment is used, and there is no credit for days or hours not used, weather, or job delays.

3.2 Engine-Hour Allowance and Overtime. Each rate includes the engine-hour allowance shown above, measured by the machine's hour meter. Engine hours in excess of the allowance for the rental period are billed at $55.00 per engine hour (fractions billed in tenths of an hour). Renter shall not disconnect, alter, or tamper with the hour meter; if the meter is inoperable or tampered with, usage will be billed at 8 hours per Day of the rental period or as reasonably determined by Owner, whichever is greater.

3.3 Payment. Charges are due upon receipt of invoice unless Owner has approved Renter for account terms in writing. Rentals longer than one 4-week period are billed in advance per 4-week cycle. Connecticut sales tax and any other applicable taxes are added to all taxable charges and are paid by Renter. Past-due balances bear a late charge of 1.5% per month (or the maximum lawful rate, if less). Renter is responsible for Owner's reasonable collection costs and attorneys' fees, to the extent permitted by law.

4. DELIVERY AND PICKUP

4.1 Delivery Charges. Delivery and pickup are $175.00 each way within approximately 15 miles of New Canaan, CT. Delivery beyond that area is quoted in advance: $_____ each way.

4.2 Site Access. Renter shall provide a safe, firm, legally accessible delivery and pickup location suitable for a truck and trailer, and is responsible for obtaining any permits or permissions needed to place the Equipment at the job site. Owner may refuse delivery to an unsafe location. Waiting time or a failed delivery/pickup caused by Renter may be charged at the delivery rate.

4.3 Renter Transport. If Owner agrees in writing that Renter will transport the Equipment, Renter shall use a properly rated truck, trailer, and securement, comply with all transportation laws, and is solely responsible for the Equipment and any damage or loss during transport and loading/unloading.

5. SECURITY DEPOSIT

5.1 Refundable Security Deposit. Renter authorizes Owner to charge a refundable $1,000.00 security deposit to the credit card in Schedule C (Credit Card Authorization) at booking. The deposit is refunded after the Equipment is returned clean, full of fuel, undamaged (normal wear excepted), on time, and all charges are paid; refunds may take several business days to appear on Renter's statement. Owner may apply the deposit to any amounts owed under this Agreement; the deposit is not a limit on Renter's liability. Owner may waive the deposit for established accounts at its sole discretion.

6. DAMAGE WAIVER OR INSURANCE (RENTER MUST CHOOSE ONE)

☐ **Option A — Damage Waiver**	Renter purchases the optional Damage Waiver at 12% of the rental charges (excluding taxes, delivery, fuel, and other fees). Renter initials: _____
☐ **Option B — Renter's Insurance**	Renter provides, before delivery, a certificate of insurance showing (i) commercial general liability of not less than $1,000,000 per occurrence / $2,000,000 aggregate, naming Locare LLC as additional insured; and (ii) rented/leased equipment (inland marine) coverage for the full replacement value of the Equipment, naming Locare LLC as loss payee. Renter initials: _____

6.1 What the Damage Waiver Covers. If Option A is selected and paid, Owner waives Renter's responsibility for the cost of repairing accidental physical damage to the Equipment occurring during the rental period, subject to a deductible of $5,000 per occurrence and the exclusions below. The Damage Waiver is not insurance, does not cover Renter's liability to third parties, and does not cover injury to any person or damage to any other property.

6.2 Damage Waiver Exclusions. The Damage Waiver does not apply to, and Renter remains fully responsible for: (a) theft or disappearance not reported to police and Owner within 24 hours, or where the Equipment was left unsecured or with keys in it; (b) damage from intentional acts, gross negligence, abuse, or operation while impaired; (c) damage from any Prohibited Use (Section 9) or use by an unqualified or unauthorized operator; (d) overloading, exceeding rated capacity, or tip-over caused by misuse; (e) damage from failure to perform daily inspection, greasing, or fluid checks, or from continued operation after a warning light, leak, or malfunction; (f) damage from wrong fuel, contaminated fuel, or water/fire/flood submersion that could reasonably have been avoided; (g) cuts, tears, or de-tracking of the rubber tracks caused by operating on demolition debris, rebar, sharp rock, or stumps, and glass breakage; (h) damage during transport, loading, or unloading by Renter; (i) damage to underground or overhead utilities and any resulting liability; and (j) cleaning, fuel, late, or overtime charges.

6.3 Insurance Requirements. Renter's insurance is primary and non-contributory to any insurance of Owner, and must remain in effect for the entire rental period. Renter shall notify Owner immediately of any cancellation or reduction in coverage. Owner's acceptance of a certificate does not waive or limit Renter's obligations under this Agreement.

7. RENTER RESPONSIBILITIES

7.1 Qualified Operators Only. The Equipment may be operated only by Renter's employees or authorized agents who are at least 18 years old, trained and experienced in operating compact track loaders and telescopic-boom loaders, have read the operator's manual and safety decals, and are physically and mentally fit to operate safely. Renter is solely responsible for selecting, training, and supervising operators. No operator is provided by Owner (dry hire).

7.2 Permitted Use and Location. The Equipment shall be used only for lawful construction, landscaping, material-handling, and similar work within its rated capacities, and only at the job site listed in Section 1. Renter shall not move

the Equipment to another site without Owner's prior written consent, and shall not remove it from Connecticut or New York without written consent.

7.3 No Subleasing. Renter shall not sublease, lend, assign, or otherwise allow any third party to use or possess the Equipment.

7.4 Daily Inspection and Greasing. Before each shift Renter shall perform the pre-operation inspection in the operator's manual, including checking engine oil, coolant, hydraulic fluid, track tension and condition, hoses, lights, safety devices, and attachment locking pins, and shall grease all lubrication points (including boom and telescopic-section pivots) at least once every 8–10 operating hours or daily, whichever comes first. Renter shall stop using the Equipment and notify Owner immediately if any warning light, leak, unusual noise, or defect appears.

7.5 Operating Limits. Renter shall operate the Equipment within the manufacturer's limits, including rated operating capacity (which is lower with the boom extended), slope and stability limits, and terrain limits, and shall use the seat belt and seat bar at all times. Renter shall not operate on slopes, soft ground, ice, water, or near excavations or drop-offs in a manner that exceeds manufacturer guidance.

7.6 Call Before You Dig / 811. Before any digging, trenching, grading, auguring, driving stakes, or other ground disturbance, Renter is solely responsible for contacting Call Before You Dig (dial 811) and complying with Connecticut's underground utility damage prevention law (Conn. Gen. Stat. § 16-345 et seq. and related regulations), and in New York, with 811 / Dig Safely New York requirements. Renter shall wait for mark-outs, protect marks, and is solely responsible for all damage to underground or overhead utilities and any resulting fines, claims, or costs.

7.7 Safety and Laws. Renter shall comply with all applicable federal, state, and local laws, regulations, permits, and OSHA requirements, keep bystanders clear of the work area, and never use the Equipment to lift or carry people.

7.8 Security. When the Equipment is not in use, Renter shall lower the boom and attachment to the ground, shut off the engine, remove the key, lock the cab (if equipped), and park it in a secure location. Renter is responsible for the Equipment 24 hours a day during the rental period.

7.9 Access and Inspection. Owner may inspect the Equipment at the job site at reasonable times.

8. FUEL; OFF-ROAD (DYED) DIESEL

8.1 Fuel Policy. The Equipment is delivered with a full fuel tank and must be returned full. If returned with less than a full tank, Renter will be charged for refueling at $8.00 per gallon.

8.2 Approved Fuel; Dyed Diesel Note. Use only clean ultra-low-sulfur diesel (ULSD). Because the Equipment is off-road equipment that is not registered for highway use, it may lawfully be fueled with dyed (off-road, untaxed) ULSD; Renter is responsible for using dyed fuel only as permitted by federal and Connecticut/New York tax law and shall never transfer fuel from the Equipment into any on-road vehicle. Gasoline, kerosene blends not approved by the manufacturer, biodiesel above the manufacturer's limit, or contaminated fuel are prohibited; Renter will be charged for all draining, flushing, and repairs caused by wrong or contaminated fuel. If the Equipment is equipped with a diesel exhaust fluid (DEF) system, use only API-certified DEF and never put DEF in the fuel tank.

9. PROHIBITED USES

Renter shall not, and shall not permit anyone to:

(a) operate the Equipment while under the influence of alcohol, cannabis, drugs, or medication that impairs judgment;

(b) exceed rated operating capacity, use the Equipment as a crane or to lift or suspend loads from chains or slings unless done in strict accordance with the manufacturer's approved lifting attachments and instructions, or lift or carry people;

(c) use the Equipment for demolition of structures, in salt water, in water deeper than the track rollers, for hazardous-material, asbestos, or contaminated-site work, or in any explosive atmosphere, without Owner's prior written consent;

(d) tow vehicles, push or pull objects beyond the machine's design, or use the bucket or forks as a battering ram, pry bar, or hammer;

(e) use high-flow hydraulics or any attachment not supplied or approved in writing by Owner, or modify, repair, or remove any part, decal, guard, or safety device;

(f) operate the Equipment on public roads or highways, except as necessary to cross a road in compliance with law;

(g) use the Equipment for any illegal purpose or in violation of any permit, wetland, or environmental restriction; or

(h) allow any person other than a qualified operator described in Section 7.1 to operate the Equipment.

10. LOSS, DAMAGE AND THEFT

10.1 Renter Responsibility. From delivery until the Equipment is returned to Owner's possession, Renter bears the entire risk of loss, theft, damage, or destruction of the Equipment from any cause, except ordinary wear and tear, and except to the extent covered by a paid Damage Waiver under Section 6. Renter shall pay (a) the reasonable cost of repair at Owner's standard labor rates and parts prices, or (b) if the Equipment is lost, stolen, or not economically repairable, its replacement value stated in Section 2 (or fair market replacement value if not stated), plus (c) loss of rental income at the applicable rate while the Equipment is out of service, not to exceed 30 days, and (d) towing, recovery, and appraisal costs.

10.2 Reporting. Renter shall report any accident, damage, or injury to Owner immediately, and any theft or vandalism to the police and to Owner within 24 hours, and provide a copy of the police report and full cooperation with any investigation or insurance claim.

10.3 Normal Wear and Tear. "Ordinary wear and tear" means the gradual deterioration of the Equipment from proper use within the operating limits in this Agreement. It does not include damage from accidents, misuse, abuse, neglect, or Prohibited Uses, including track cuts, bent or cracked components, broken glass, or damage to the boom, telescopic section, hoses, or attachments.

11. BREAKDOWN PROCEDURE

11.1 Notify Owner. If the Equipment malfunctions, Renter shall stop using it immediately, secure it, and notify Owner at juliancash@locarerentals.com or the phone number Owner provides at delivery. Renter shall not attempt repairs or allow any third party to repair the Equipment without Owner's written authorization. Unauthorized repair costs will not be reimbursed.

11.2 Remedy. If a breakdown is not caused by Renter's misuse, negligence, or failure to perform daily maintenance, Owner will, at its option and as its sole obligation, repair or replace the Equipment within a reasonable time or end the rental and stop rental charges from the time Owner was notified. Owner is not responsible for downtime, delays, labor, or other costs of Renter. If the breakdown results from Renter's misuse or neglect, Renter will pay for service calls and repairs and rental charges continue.

12. RETURN CONDITION AND LATE RETURN

12.1 Return Condition. Renter shall return the Equipment on the scheduled return date in the same condition as delivered, ordinary wear and tear excepted: full of fuel, reasonably clean, with all attachments, keys, and accessories. A cleaning fee of $150 (or actual cost) will be charged only if the Equipment is returned excessively dirty (for example, caked mud, concrete, debris, or packed tracks). Owner's inspection on return and photos taken will be used to determine condition; Renter may be present.

12.2 Late Return. If the Equipment is not available for pickup or returned at the scheduled time, rental continues to accrue at the applicable Day rate for each Day or part of a Day (or the Week rate if more economical), plus overtime engine hours, until the Equipment is returned or recovered. Renter must call Owner before the scheduled return time to request any extension; extensions are subject to availability and Owner's approval. Failure to return the Equipment within 72 hours after the scheduled return without Owner's consent may be treated as conversion and reported to law enforcement.

12.3 Pickup Readiness. When Owner is picking up the Equipment, Renter shall have it parked at an accessible location, boom down, cleaned, and fueled. Rental charges continue until Owner can actually retrieve it.

13. DEFAULT AND REPOSSESSION

13.1 Events of Default. Renter is in default if Renter (a) fails to pay any amount when due; (b) breaches any term of this Agreement; (c) uses the Equipment in a manner Owner reasonably believes is unsafe or prohibited; (d) abandons the Equipment; (e) becomes insolvent or makes an assignment for the benefit of creditors; or (f) provided false information to Owner.

13.2 Remedies. Upon default, Owner may, in addition to any other rights at law or in equity, terminate this Agreement and, to the extent permitted by law, enter the job site or other premises where the Equipment is located, without legal process where permitted and without breach of the peace, and remove the Equipment. Renter grants Owner and its agents a license for that purpose and shall pay all costs of recovery, plus all charges accrued through the date of recovery, damages, and Owner's reasonable attorneys' fees and collection costs. Renter waives any claim for trespass or damage arising from a lawful, peaceful repossession.

14. INDEMNIFICATION

14.1 Indemnity. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless Owner and its members, managers, employees, and agents from and against all claims, demands, losses, damages, fines, penalties, liabilities, costs, and expenses (including reasonable attorneys' fees) for bodily injury, death, property damage (including damage to utilities), or environmental contamination arising out of or relating to the delivery, possession, use, operation, maintenance, transport (by Renter), or condition of the Equipment during the rental period, or any breach of this Agreement by Renter, except to the extent caused by Owner's sole negligence or willful misconduct. This Section survives termination of this Agreement.

15. NO WARRANTY

15.1 As-Is. Renter acknowledges that it has selected the Equipment based on its own judgment and has had the opportunity to inspect it. Renter's acceptance of delivery confirms the Equipment is in good working order unless noted on the Condition Checklist. OWNER IS NOT THE MANUFACTURER, AND THE EQUIPMENT IS RENTED "AS IS." OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED TO THE EXTENT PERMITTED BY LAW (SEE CONN. GEN. STAT. § 42a-2A-214). Specifications and descriptions provided by Owner or the manufacturer are for general information only.

16. LIMITATION OF LIABILITY

16.1 Limitation. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER SHALL NOT BE LIABLE TO RENTER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST PRODUCTIVITY, DELAY, LIQUIDATED DAMAGES UNDER RENTER'S CONTRACTS, OR COSTS OF SUBSTITUTE EQUIPMENT OR LABOR, ARISING FROM THE EQUIPMENT OR THIS AGREEMENT, EVEN IF ADVISED OF THEIR POSSIBILITY. OWNER'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE RENTAL CHARGES ACTUALLY PAID BY RENTER UNDER THIS AGREEMENT. Nothing in this Section limits liability that cannot be limited under applicable law.

17. GENERAL TERMS

17.1 Ownership. The Equipment remains the sole property of Owner. Renter acquires no ownership or equity interest and shall keep the Equipment free of all liens and encumbrances. This Agreement is a true lease and not a sale or security interest. Renter authorizes Owner to file a precautionary UCC financing statement.

17.2 Governing Law; Venue. This Agreement is governed by the laws of the State of Connecticut, without regard to conflict-of-laws rules. The Parties consent to the exclusive jurisdiction of the state courts located in the Judicial District of Stamford–Norwalk, Connecticut, or the U.S. District Court for the District of Connecticut, for any dispute arising from this Agreement.

17.3 Commercial Transaction. Renter acknowledges that this Agreement is a commercial transaction as defined in Conn. Gen. Stat. § 52-278a and, to the extent permitted by law (including Conn. Gen. Stat. § 52-278f), waives any right to notice and hearing under Chapter 903a of the Connecticut General Statutes before Owner seeks a prejudgment remedy. Renter initials: _____

17.4 Jury Waiver. TO THE EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT.

17.5 Entire Agreement; Amendments. This Agreement, including Schedules A (Condition Checklist), B (Charges Summary) and C (Credit Card Authorization), is the entire agreement between the Parties regarding the Equipment and supersedes any prior proposals, quotes, or purchase-order terms. Any change must be in writing signed by both Parties.

17.6 Severability; Waiver. If any provision is held unenforceable, it shall be enforced to the maximum extent permitted and the remaining provisions remain in effect. Owner's failure to enforce any provision is not a waiver of that provision.

17.7 Authority; Guaranty. The individual signing for Renter represents that he or she is authorized to bind Renter. If Renter is a business entity, the signer, by also signing as Guarantor below, personally guarantees payment and performance of Renter's obligations.

17.8 Notices; Counterparts; E-Signatures. Notices may be given by email to the addresses in this Agreement. This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

18. SIGNATURES

BY SIGNING BELOW, RENTER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT, INCLUDING THE DAMAGE WAIVER/INSURANCE, INDEMNIFICATION, NO WARRANTY, AND LIMITATION OF LIABILITY SECTIONS, AND AGREES TO BE BOUND BY IT.

OWNER: LOCARE LLC dba Locare Rentals

_____
Signature

_____
Name / Title: Julian Cash, Member

_____
Date

RENTER

_____
Signature

_____
Printed name / Title

_____
Company name (if any)

_____
Date

PERSONAL GUARANTOR (if Renter is a business entity)

_____
Guarantor signature

_____
Printed name

_____
Date

_____
Home address

SCHEDULE A — EQUIPMENT CONDITION CHECKLIST & HOUR METER

Complete at delivery (OUT) and return (IN). Mark OK, or describe damage/defect. Date-stamped photos of all sides, tracks, boom, cab, and attachments should be taken at OUT and IN and form part of this record.

Item	OUT (Delivery)	IN (Return)
Date / time		
Hour meter reading	_____ hrs	_____ hrs
Fuel level	☐ Full ☐ ¾ ☐ ½ ☐ ¼	☐ Full ☐ ¾ ☐ ½ ☐ ¼
Location		

Item	OUT — condition / notes	IN — condition / notes
Rubber tracks (cuts, tension, lugs)		
Undercarriage / rollers / sprockets		
Boom & telescopic section		
Lift / tilt / extend cylinders		
Hydraulic hoses, couplers & fittings		
High-flow auxiliary circuit		
Quick coupler & locking pins		
Engine oil / coolant / hydraulic fluid levels		
Fluid leaks (engine, hydraulic)		
Grease points serviced		
Cab, door, glass & mirrors		
Seat belt, seat bar & safety interlocks		
Lights, horn, gauges & warning lights		
Body panels, guards & decals		
Bucket (cutting edge, wear, damage)		
Pallet forks (tines, frame, pins)		
Keys / operator's manual		
Cleanliness		
Other / notes		

OUT — Renter acknowledges condition

_____
Renter signature

_____
Owner signature

IN — Return inspection

_____
Renter signature

_____
Owner signature

SCHEDULE B — CHARGES SUMMARY (COMPLETED AT CLOSE-OUT)

Rental charge (☐ Day ☐ Week ☐ 4 Weeks) × ____	$
Overtime: _____ hrs × $55.00	$
Delivery $175.00 / beyond-area $_____	$
Pickup $175.00 / beyond-area $_____	$
Damage Waiver (12% of rental charges) — if elected	$
Refueling: _____ gal × $8.00	$
Cleaning (only if excessively dirty)	$
Damage / repairs / other	$
Subtotal	$
Connecticut sales tax	$
TOTAL	$

SCHEDULE C — CREDIT CARD AUTHORIZATION

I authorize Locare LLC dba Locare Rentals to (1) charge a refundable $1,000.00 security deposit to the card below at booking, and (2) charge this card for all amounts due under the Equipment Rental Agreement, including rental, overtime, delivery/pickup, damage waiver, fuel, cleaning, late charges, damage, loss, recovery costs, and applicable taxes. I understand the deposit will be refunded after clean return and payment in full, and that refunds may take several business days to appear on my statement.

Cardholder name (as on card)	
Card type	☐ Visa ☐ Mastercard ☐ American Express ☐ Discover
Card number	____ ____ ____ ____
Expiration (MM/YY) CVV	_____ _____
Billing address / ZIP	
Company (if business card)	

_____ _____

Cardholder signature Date

Security note: Owner will store card data securely, will not retain the CVV after authorization, and recommends processing cards through a PCI-compliant payment terminal or link rather than storing written card numbers.