



## **M.E.R TERMS AND CONDITIONS – PLEASE REVIEW AND SIGN**

**DAILY RENTAL MAINTENANCE:** IT IS THE RENTERS SOLE RESPONSIBILITY TO PERFORM DAILY MAINTENANCE TO INCLUDE, APPLY GREASE TO EACH FITTING EVERY 2 HOURS, CHECK/CLEAN AIR FILTER, CHECK FLUIDS ( OIL, COOLANT, HYDRAULIC FLUIDS) CHECK FOR ANY LEAKS OR MALFUNCTIONING PARTS **\*IF FOR ANY REASON THE EQUIPMENT IS NOT PERFORMING AS IT SHOULD OR IS DAMAGED, THE RENTER MUST STOP ALL USE AND CONTACT M.E.R ASAP FOR FURTHER DIRECTION.** IF THE RENTER CHOOSES TO CONTINUE TO USE THE EQUIPMENT WHILE KNOWINGLY HAS DAMAGE/ISSUES – RENTER SHALL BE RESPONSIBLE FOR ANY AND ALL REPAIRS DIRECTLY CAUSED BY CONTINUING TO USE.

**A CLEANING CHARGE:** WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT. \$75.00-\$150.00

**DAMAGE CHARGE:** CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE CAUSED BY OPERATOR ERROR. MISSING/DAMAGED PARTS WILL BE REPLACED AT RENTERS EXPENSE (PARTS+LABOR) AND THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS. **\*NORMAL WEAR AND TEAR WILL BE CONVERTED BY M.E.R.\***

**TIRE DAMAGE CHARGE:** CUSTOMER IS RESPONSIBLE TO FIX OR REPLACE TIRES IF DAMAGED BEYOND REPAIR IN THE EVENT OF A FLAT/BLOWOUT WHILE IN CUSTOMERS POSSESSION (TIRE+LABOR). IN THE EVENT THE CUSTOMER CHOOSES TO USE SPARE TIRE PROVIDED BY M.E.R – IT IS THE RESPONSIBILITY OF CUSTOMER TO REPLACE SPARE TIRE.

**REFUELING SERVICE CHARGE:** CUSTOMER IS REQUIRED TO RETURN THE EQUIPMENT WITH A FULL TANK OF FUEL. IF CUSTOMER RETURNS THE EQUIPMENT WITH LESS THAN A FULL TANK OF FUEL, CUSTOMER AGREES TO PAY REFUELING SERVICE CHARGE AT THE X2 THE PER GALLON RATE APPLICABLE AT THE TIME CUSTOMER RETURNS THE EQUIPMENT. SEE THE RENTAL AND SERVICE TERMS.

**DELIVERY:** IF A CUSTOMER CHOOSES TO HAVE M.E.R DELIVER AND PICK UP THE EQUIPMENT, CUSTOMER AGREES TO PAY A DELIVERY AND PICKUP SERVICE CHARGE.

**LATE CHARGE:** CUSTOMER AGREES THAT IF THE EQUIPMENT IS NOT RETURNED BY THE END OF THE RENTAL PERIOD, MER, IN ITS SOLE DISCRETION MAY REQUIRE CUSTOMER TO DO ANY OF THE FOLLOWING: (A) CONTINUE TO PAY THE RENTALS RATES APPLICABLE TO THE EQUIPMENT AS SPECIFIED IN THE AGREEMENT; (B) FOR PERIODS LESS THAN 24 HOURS, PAY THE FULL DAILY RENTAL RATE APPLICABLE TO THE EQUIPMENT; (C) PAY ANY INCREASED RENTAL RATES IN EFFECT AT THE TIME OF, OR AFTER, THE EXPIRATION OF THE RENTAL PERIOD. CUSTOMERS AGREES THAT M.E.R RESERVES THE RIGHT TO CHARGE THE CREDIT CARD, AND/OR CUSTOMERS ACCOUNT FOR ANY AMOUNT OWED BY THE CUSTOMER PURSUANT TO THIS SECTION DUE TO THE LATE RETURN OF EQUIPMENT.

**MACHINERY HOURLY OVERTIME FEE:** 1 DAY EQUALS UP TO 24-HOURS OF POSSESSION AND UP TO 8 HOURS OF RUN TIME, AN OVERTIME CHARGE WILL BE APPLIED AND DUE AT RENTAL END FOR EACH HOUR RAN OVER 8. (PER HOUR OVERTIME CHARGE = DAY RATE / 8 (**EXAMPLE: IF MACHINE COST \$250.00 PER DAY DIVIDE BY 8 HOURS = \$31.25 PER HOUR OVERTIME CHARGE FOR THAT PIECE OF MACHINERY.**) OVERTIME CHARGES WILL VARY DEPENDING ON RENTAL RATES.

WEEKLY. 7 DAY RENTAL = 56 HOURS OF RUN TIME INCLUDED

**READ BEFORE SIGNING:** By signing, Customer: (i) agrees that the customer has received, read, and agreed to the rental and service terms, respectively, and are incorporated by reference into this Agreement; (ii) authorizes MER to charge the payment method provided per the above-referenced terms; and (iii) acknowledges that the Equipment is in the condition as stated on the condition report(s). By agreeing to the Terms, you agree (1) to indemnify MER for losses relating.

**NOTICE:** By accepting delivery of the Equipment listed above or making payment(s) to MER for the Equipment listed in Invoice, Customer agrees to be bound by the Rental and Service Terms at the referenced URL, even if the Rental and Service Agreement has not been fully executed. COPIES OF THE RENTAL AND SERVICE TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.