



RESOURCES · EQUIPMENT LEASE

Rental Terms and Conditions

These terms apply to every equipment lease with American Scissor Lift, Inc.
Please read them before your rental begins.

Lessor leases to Lessee and Lessee leases from Lessor all those items of the equipment described in this Equipment Lease, collectively referred to as the "equipment", at such rate of rental and for such periods of time as are stated, subject to the following terms and conditions.

01 Location of Equipment

The equipment will be located at the "Shipped To" address during the entire lease period and shall not be removed from the location without Lessor's prior written consent.

02 Acceptance of Equipment

The receipt and acceptance by Lessee of the equipment is an acknowledgement that the equipment has been accepted and found in safe and serviceable condition, and fit for use at time of delivery unless Lessee makes claim to the contrary by registered or certified mail (return receipt demanded) addressed to Lessor within three (3) days after receipt of the equipment. Any claim will set forth in detail the complete condition of the equipment received. If Lessee gives such notice, the Lessor will have the right to put the equipment in a safe and serviceable condition and fit for use within a reasonable time, or to cancel this lease, or to replace the equipment with equivalent equipment. Lessee will have no claim for consequential or incidental damages or for any other damages against Lessor.

03 Care, Use and Operation of Equipment

Lessee will use the equipment in a careful and proper manner and will comply with all ordinances, laws, statutes, rules and regulations relating to the possession, use or maintenance of the equipment. Lessee will pay all costs and expenses of every character occasioned by or involving the use of equipment and will pay all legal assessments, taxes or public charges, either local, municipal, state or federal, which may be levied upon the equipment while in

possession of the Lessee. Lessee will permit the equipment to be operated only by its competent and qualified employees and no other persons and only for the Lessee, and will insure the equipment is not subject to careless or needless rough usage. The equipment will be used for no more than EIGHT (8) HOURS PER DAY, 40 HOURS PER WEEK, 160 HOURS PER MONTH. Lessee will pay its own fuel expense for the equipment. Lessor will supply each unit with at least five (5) gallon of fuel. Lessee must maintain a five (5) gallon minimum.

04 Competent Operators

Lessee agrees that at all times following delivery the equipment leased under this Agreement will be taken possession of, used, operated, maintained and/or controlled only by those agents, employees, or other authorized persons whom are fully qualified and properly insured to operate and use such equipment.

05 Alterations

Lessee agrees that it will make no alterations in the equipment without obtaining prior written permission from Lessor.

06 Lessors Right of Inspection and Removal

For good cause at any time Lessor, may, at its option, terminate this agreement, and, at Lessee expense, enter upon the property where equipment is located to retake possession of the equipment, without prior notice or demand to the lessee.

07 Payment-Jurisdiction-Interest

Payment is due at the office of Lessor, 3847 Duck Creek Dr, Stockton, CA 95215, or at such a place as Lessor designates within 30 days after the invoice date. Lessee waives any right of venue which it may have to sue or be sued in any county other than Yolo County, California. Lessee agrees that all actions brought in relation to this lease or the equipment, for whatever reason, be brought in Yolo County, California, at the sole discretion of Lessor. Lessee waives any right to trial by jury. Interest will accrue at the rate of 1.5% per month on all monies not paid when due.

08 Loss and Damage Waiver

With respect to equipment, all loss of or damage there to from any cause whatsoever while on rental or in Lessee's care, custody and control, whether or not due to fault of Lessee, including but not limited to fire, flood, theft, comprehensive losses, collision and upset, and Acts of God shall be the sole responsibility of Lessee and shall be paid to Lessor promptly upon receipt of invoice, either the cost of repair or the cost of replacement for damaged equipment at Lessor's option, in Lessor's sole discretion. Lessee further agrees, at Lessee's sole cost and expense, to secure and maintain in force during the entire term of this Lease, insurance satisfactory to Lessor for the benefit of Lessor against all the foregoing risks. However, if equipment is used with Lessor's permission and in compliance with this Lease and if Lessee accepts "Loss and Damage Waiver" at the time of rental by so indicating on the reverse side, and pays the additional charge specified therein, then Lessor agrees to waive Lessee's responsibilities to Lessor for loss of or damage to equipment exceeding the larger of the applicable amounts; (a) \$1,000.00 per item of equipment; or (b) 100% of the monthly rental charge in effect on the date the Lease has been entered into per item of equipment; except that Lessee shall be liable for all resulting loss and expense of Lessor, notwithstanding the foregoing provisions of this Article if equipment is used or operated without Lessor's permission or in violation of the Lease or is lost or damaged under any of the following circumstances; (I) use or operation of equipment by improper loading with a load exceeding the rated capacity of equipment, or improperly securing such load or improper coupling; (II) use or operation of equipment in a manner inconsistent with the Manufacturer's instructions; (III) loss of or damage to equipment during periods of riot, strike or civil commotion; (IV) reckless, or abusive use or operation of equipment; (V) striking overhead objects; (VI) loss or damage occurring during the loading, unloading or transportation of equipment, unless such loss or damage (excluding damage caused by the striking of overhead objects which Lessee assumes) occurs as a direct result of a collision with a licensed motor vehicle being operated by a third party and the loading unloading and transportation was being

provided in a lawful manner provided, however, that all loss or damage occurring during the course of waterborne transportation is at Lessee's sole risk; (VII) use or operation of equipment in a hostile or warlike manner in a time of peace or war; (VIII) loss or damage to tires, to tools, unless caused by fire, windstorm, vandalism or malicious mischief, or is coincident with other protected loss or damage; (IX) loss or damage by nuclear reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled and whether such loss or damage be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to, or aggravated by other protected loss or damage; (X) boom damage from overloading of a boom or from a collision involved when the boom is in motion; (XI) disappearance of equipment or theft or conversion of equipment; or (XII) all loss or damage associated with equipment's upset. In the event of any loss of or damage to the equipment, Lessee will be subrogated to Lessor's rights of recovery against any person, firm or corporation. Lessee will execute Lessor's and deliver instruments and papers and do whatever is necessary to secure such rights. It will cooperate fully with Lessor or its insurers in the prosecution of those rights and will not take any action to prejudice Lessor rights.

09 Term

The term of this Agreement commences on the date and time out shown on the reverse and expires when the equipment is returned to the possession of the Lessor in as good condition as when it was when delivery was made to Lessee, ordinary wear and tear excepted. The term continues during any repairs by Lessor and neither the term nor the charges shall be abated by any period of non-use by Lessee.

10 No Warranties by Lessor

Lessor has made NO REPRESENTATIONS OR WARRANTIES, expressed or implied, including, but not limited to, any WARRANTIES OF MERCHANTABILITY OR FOR A PARTICULAR PURPOSE unless this warranty or representation is written and attached. The choice of the equipment leased was made solely in the Lessee's judgment, and Lessee has not relied on the Lessor in the selection of the equipment. Lessor is not the manufacturer of the equipment. NO WARRANTY against patent or latent defect in material, workmanship, or capacity of the equipment, or that the equipment will meet the requirements of any laws, rules, statutes, specifications or contracts which provide for a specific machinery or apparatus or, special methods is given. In no event will any defect in, or unfitness of the equipment relieve Lessee of any of Lessee's obligations under this lease. Without limiting the generality of the foregoing Lessor shall not be liable to Lessee for loss of use of the equipment or for any

interruption in Lessee's business occasioned by Lessee's inability to use the equipment for any reason whatsoever.

11 Indemnification by Lessee

Lessee agrees to indemnify and hold Lessor harmless on all claims and liabilities, of whatsoever kind, and all fees, (including attorney's fees), costs, penalties and interest, relating to, resulting from, or in any way arising out of; (1) the delivery, installation, possession, maintenance, condition (including, without limitation, latent or other defects whether or not discoverable by Lessor), use, operation, control, loss, damage, destruction, removal, return, repossession, storage, surrender, sale or other disposition of the equipment; (2) any accident in connection with the delivery, installation, possession, operation, use, condition, control, return or storage of the equipment resulting loss or destruction of or damage to, property, or injury to or death of any person; (3) the NEGLIGENCE of Lessor.

12 Choice of Law

This Lease will be governed by and construed under the laws of the state of California.

13 Status of Equipment

The equipment leased is, and will, at all times, remain, personal property, notwithstanding that it or any part of it may now be, or become, in any manner attached to, or embedded in or permanently resting on, real property or improvements thereon.

14 Ownership of Equipment

Title to the equipment and all additions, replacements or accessions will remain in Lessor unless transferred to Lessee by sale. Lessee will have only the right to retain possession of the equipment pursuant to this Lease if Lessee is not in default. Lessee will give Lessor immediate notice of any claim, levy, lien or legal process issued against the equipment.

15 Limitations of Effects of Waivers/Remedies

No delay or omission to exercise any right, power, or remedy accruing to Lessor on any breach or default by Lessee under this Lease will impair any right, power or remedy of Lessor, nor will it be construed to be a waiver of any breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of Lessor of any term, provision, condition or covenant of this Lease, must be in writing, and will be effective on Lessor only to the extent in such writing the waiver is set forth. All remedies, either under this Lease or by law, or; otherwise afforded to Lessor, will be cumulative and not alternative.

16 Assignment

Lessee will not assign this Lease or the equipment, without Lessor's prior consent, which may be granted at Lessor's sole discretion. Lessee will not sublet the equipment, or any item of it, which may be granted at Lessor's sole discretion. Lessor may assign this Lease or any of its rights under this Lease without Lessee's consent.

17 Lease Applicable to Successors and Assigns

Lessor and Lessee agree that the rights and obligations of this Lease will inure to and be binding on their respective successors and assigns, subject, however, to the provisions of the paragraph of this Agreement titled "Assignment."

18 Attorney's Fees

If Lessor employs an attorney to enforce any provision of this lease, to collect any payment due under this lease, whether or not suit is instituted, or for whatever reason related to the equipment, Lessee will be required to pay to Lessor all costs and expenses incurred, including a reasonable attorney's fee (to be not less than 15% of the amount due, or such larger sum as may be reasonable, if the action is brought to collect monies). A reasonable attorney's fee includes but is not limited to fees included for trial, appellate proceedings, and post judgment proceedings. Any judgment rendered against the Lessee will include a provision allowing for the subsequent assessment and award of attorney's fees and costs incurred after judgment by Lessor for the enforcement or collection of the judgment and will reserve jurisdiction to the trial court for the purpose of making such award.

19 Replevin

If lessee defaults, Lessor will have the right to repossess any of the equipment wherever found without prejudice to Lessor's rights under this lease, with or without legal process and without notice to Lessee. Lessor, or its agents and employees, may enter upon any premises of or under the control or jurisdiction of Lessee or its agent, without liability for suit, action or other proceeding by Lessee (any damage occasioned by such repossession being expressly waived by Lessee) and remove the equipment.

20 Severability

This Lease embodies the entire agreement between the parties. It may not be modified or terminated except by other written agreement. If any provision is invalid, it will be considered deleted and will not invalidate the remaining provisions of this Lease.

21 California Air Resource Board Compliance

Customers are responsible to use Biodiesel in vehicles that fall under California Air Resource board regulations 24491(F)(4) on page 88. All customers are to use R99 or

R100 renewable diesel fuel in all vehicles subject to the Off-Road Regulation, with some limited exceptions. Please read this regulation to help with your jobsite compliance record keeping. <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-road-diesel/froa-1.pdf>

When operated in California, any off-road diesel or propane forklift vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated

turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>

No vehicle or engine subject to the In-use Off-Road Diesel-Fueled Fleets may idle for more than 5 consecutive minutes. Limits took effect on June 15, 2008. Some exemptions are available, see arb.ca.gov/offroadzone regulation order section 2449(d)(2)

ACCOUNTS RECEIVABLE Questions about these terms?	EMAIL ar@americanscissor.com	PHONE (209) 466-4878
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BRANCH LOCATIONS

Anaheim

2980 E. La Jolla St.
Anaheim, CA 92806
(562) 806-6009

El Cajon

14360 Old Hwy 80
El Cajon, CA 92021
(619) 440-5438

Morgan Hill

16120 Vineyard Blvd
Morgan Hill, CA 95037
(408) 280-1443

Sacramento

5755 35th Street
Sacramento, CA 95824
(916) 373-1796

San Francisco

960 Palou Ave
San Francisco, CA 94124
(415) 651-7484

Stockton

3847 Duck Creek Drive
Stockton, CA 95215
(209) 466-4399