



**Skyland Industrial LLC 6807 KS-61, Hutchinson,  
Kansas 67501, United States Rental Agreement**

This Rental Agreement (“Agreement”) is entered into between **Skyland Industrial, LLC (“Lessor”)**, and the individual or entity renting equipment (**“Lessee”**). By agreeing to the terms below or by taking possession of the equipment, Lessee acknowledges and agrees to the terms and conditions contained herein:

1. **Fuel & Maintenance:** All machines must be returned full of fuel. Lessee is responsible for checking oil and fluid levels daily on all rentals exceeding 24 hours. Any mechanical failure must be reported to Lessor immediately; Lessor is not responsible for any lost time or consequential damages resulting from equipment failure.
2. **Risk & Inspection:** All tools and equipment are used at Lessee’s sole risk. By taking possession, Lessee acknowledges they have inspected the equipment, found it to be in good working order, and are satisfied with its condition. Lessee is liable for any loss, theft, damage, or destruction of property. Equipment lost or damaged beyond repair will be paid for by the Lessee at the current regular replacement price.
3. **"As-Is" Disclaimer & Liability: ALL EQUIPMENT IS LEASED “AS-IS” AND “WITH ALL FAULTS.”** Lessor makes no warranties, express or implied, as to the equipment’s merchantability or fitness for any particular purpose. Lessee assumes any and all liability for the equipment and its use. Lessee shall indemnify, defend, and hold harmless Skyland Industrial, LLC from any and all third-party claims, lawsuits, or damages (including personal injury or property damage) arising from the equipment’s use. It is the Lessee’s responsibility to ensure all necessary insurance coverages are in place before renting.
4. **Cleaning Fees:** A cleaning charge of \$25.00 will be assessed on all items returned unclean. (this means relatively clean, we understand construction equipment) If special treatments or chemicals are required, \$25.00 shall be considered the

minimum fee. Additional fees equivalent to material costs and labor (\$50/hr) may be applied if cleaning requires more than one hour of manual labor.

5. **Legal & Collection Costs:** All charges for rental, damage, cleaning, or materials will be paid by Lessee. All collection fees, attorney fees, court costs, or any expense involved in the collection of these charges will be borne by Lessee in the court of the county in which indebtedness is incurred.
6. **Payment & Authorization:** Unpaid balances, returned checks, or declined cards may result in additional fees, loss of future rental privileges, and legal action. Lessee expressly authorizes Lessor to charge the payment method on file for any damages, late fees, overages, or recovery expenses. Unpaid balances shall accrue interest at the rate of **18% per annum**.
7. **Rental Terms:** A "1-day rental" is defined as a 24-hour period and up to 8 engine hours on self-powered equipment. A "1-week rental" is interpreted to mean 7 consecutive days with a maximum of 40 engine hours. Overage of either limit will result in additional daily rental charges.
8. **Geographic Limits & Theft:** Equipment is provided for use within a 65-mile radius of the Skyland Industrial store location. Moving equipment beyond this boundary without prior written authorization constitutes a material breach. In such instances, the equipment may be classified as stolen and reported to law enforcement. Lessee is fully liable for all recovery fees and legal costs. Tampering with or destroying onboard telematics will result in immediate criminal prosecution.
9. **Authorized Operators & Prohibitions:** Only the Lessee or their qualified, competent employees shall operate the equipment. Sub-leasing, loaning, or allowing unauthorized third parties to operate the equipment is strictly prohibited. Use of equipment for handling hazardous materials or illegal activities is strictly forbidden.
10. **Right of Recall:** Lessor reserves the absolute right to recall the equipment and terminate this agreement immediately, without prior notice, if Lessor suspects theft, damage, improper use, illegal activity or use in association with any illegal activities. Upon notification of recall—whether delivered via phone, email, or in person—the Renter must immediately cease use of the equipment and make it available for recovery. Lessor is authorized to enter any premises where the equipment is located to reclaim it, and Lessee waives any claim for trespass or damages resulting from such recovery.

11. **Acceptance of Terms:** By accepting the equipment, Lessee agrees to be bound by these terms whether a signature is provided or not. This agreement is considered delivered when a copy is left with the equipment, emailed to the Lessee, or otherwise delivered in a good-faith effort. Taking possession of equipment unequivocally signifies acceptance of all terms.
12. **Severability:** If any part of this agreement is found to be unenforceable, the remaining sections shall remain in full force and effect. This constitutes the entire agreement between the parties.