

TOOLMAN RENTALS AND SALES, LLC

LEASE AGREEMENT

THIS AGREEMENT is made by and between Toolman Rentals and Sales, LLC of 3939 Road 10, Burlington, WY 82411 (hereinafter "Lessor") and \_\_\_\_\_ of \_\_\_\_\_ (address), \_\_\_\_\_ (telephone no.), (hereinafter "Lessee").

1. Lessee requests and agrees to lease from Lessor the following described equipment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Lessee has inspected the equipment and determined it is in good working order. To the extent Lessee observes any defective or damage to the equipment, it is described as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. Operation: Lessee represents that the undersigned Lessee will be the only person operating the equipment or, if any other person is going to be allowed to operate the equipment, that they have also signed this Lease Agreement. Lessee represents that Lessee is knowledgeable, trained and capable of operating the equipment in an appropriate and safe manner and is not reliant upon Lessor for training, supervision or instruction.

3. Term: Lessor agrees to lease to Lessee the above described equipment for \_\_\_\_\_ days. Lessee agrees to return the property to Lessor on or before \_\_\_\_\_ o'clock \_\_.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_. Lessee agrees to return the equipment in good working condition without damage or defects of any kind, ordinary wear and tear excepted.

4. Rent: Lessee agrees to pay to Lessor in advance a rental fee in the amount of \$\_\_\_\_\_.

5. Damage Responsibility: Lessee shall be responsible for any damage to the equipment or repairs that are needed arising out of Lessee's negligent or improper use and/or operation of the equipment.

6. Cleanliness and Fuel: Lessee agrees to return the equipment in clean condition and with a full tank of fuel. Lessee shall be responsible for cost of any missing fuel in addition to a \$50 fueling fee.

7. Transportation: If it is necessary for Lessor to transport equipment to a location designated by Lessee, Lessee agrees to pay to Lessor in advance, together with the above

described rent, the sum of \$\_\_\_\_\_. If Lessee has brought Lessee's own trailer or method of transportation, Lessee agrees to properly chain and secure the equipment in order to ensure its safe transportation. Lessee shall transport the equipment and secure the equipment consistent with any applicable federal, state or county regulations and requirements. Lessee shall assume full responsibility for any and all damage that might arise during transport by Lessee.

8. Use: Lessee shall use the equipment in a careful and proper manner and shall comply with and conform to all national, state, county, municipal and other laws, ordinances and regulations, including OneCall, in any way relating to the possession, use, or maintenance of the equipment.

9. OneCall: Lessee understands that it is solely Lessee's obligation to appropriately and timely contact OneCall to locate any underground utilities anywhere near the location where the equipment will be used if digging is involved.

10. Release of Liability: Lessee for Lessee and personally for the undersigned and any other persons operating the equipment, who shall also sign the lease, does assume full responsibility for any personal injury, death or damage to property in any way arising out of the transportation, use or operation of the equipment while in the possession of Lessee. Lessee shall be solely responsible for having the appropriate skills, knowledge and training to operate the equipment. Lessee agrees not to allow any other persons other than Lessee to operate the equipment, unless they have also signed this agreement representing they have the appropriate knowledge and skills to safely operate the equipment. Lessee shall assume full responsibility for property damage to any property damaged while transporting or using the equipment and for any persons who incur any injury of any kind, including death, including out of the transportation and/or operation of the equipment while in the possession of Lessee. Lessee and any other operator agree to release Lessor, Lessor's owners, employees and representatives, from any and all liability of any kind and agree to hold them harmless from any such claims. Lessee agrees to pay all costs, expenses and reasonable attorney fees to defend any claims brought by Lessee, Lessee's agents, representatives, employees, or any other person against Lessor in any way arising out of the transportation or use of the above-described equipment while in the possession of Lessee.

11. Disclaimer of Warranty: LESSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED HEREIN INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE EXCEPT THAT LESSOR WARRANTS THAT LESSOR HAS THE RIGHT TO LEASE THE EQUIPMENT AS PROVIDED IN THIS LEASE.

12. Loss and Damage: Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof shall impair any obligation of Lessee under this lease which shall continue in full force and effect through the term of the lease.

In the event of loss or damage of any kind whatsoever to the equipment, Lessee shall at Lessor's option:

- (i) place the same in good repair, condition and working order; or
- (ii) replace the same with like equipment in good repair, condition and working order; or
- (iii) pay to Lessor the replacement cost of the equipment.

13. Liens: Lessee agrees that it shall at no time do anything which will permit or allow for a lien or encumbrance to be placed upon the equipment. The equipment is and shall at all times be and remain the sole and exclusive property of Lessor; and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease.

14. Default: If Lessee fails to return the equipment on time or returns the equipment in a damaged condition or in an unclean condition, Lessor shall have the right to retake possession of the equipment if not returned and to charge Lessee for the cost of cleaning the equipment, repairing damage arising out of the improper or negligent use caused by Lessee, charging Lessee a reasonable sum to pick up the equipment and transport it back to Lessor's business, and/or to charge Lessee for any other damage of any kind caused by Lessee or resulting from Lessee's breach of this lease agreement. In the event Lessee fails to return the equipment on time, in addition to additional unpaid rent, Lessor may charge Lessee a late fee of \$\_\_\_\_\_ per day. Should it be necessary for Lessor to take legal action to regain possession of the equipment or to place the equipment back in the same, clean, properly working condition as when leased, or otherwise to cure any other default of this lease agreement by Lessee, Lessor shall be entitled to recover all costs and expenses, together with reasonable attorney fees, to cure any such default and/or repair any damage arising of the transportation, use or operation by Lessee or Lessee's representatives.

15. Assignment: Lessor shall not assign this lease or its interest in the equipment without the prior written consent of Lessor.

16. Governing Law and Venue: This lease shall be construed and enforced according to the laws of the State of Wyoming and venue for any action arising out of this lease agreement shall be in Big Horn County, Wyoming.

17. Entire Agreement: This instrument constitutes the entire agreement between the parties on the subject matter hereof and there are no other promises or representations of any kind which either party is relying upon and the agreement shall not be amended, altered or changed except by further writing signed by the parties hereto.

LESSOR:  
Toolman Rentals and Sales, LLC

By: \_\_\_\_\_

LESSEE:

By: \_\_\_\_\_ As representative of Lessee and personally and  
individually

\_\_\_\_\_

Additional Operator

Print Name: \_\_\_\_\_