

MICHIGAN

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 Lake Orion, MI 48359
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OHIO

850 Science Boulevard
 Mansfield, OH 44903
 Phone: (419) 589-2355
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 Toll Free: (888) 666-7266

RENTAL AGREEMENT

CUSTOMER			VEHICLE #		LICENSE #	
PHONE			YEAR MAKE		DESCRIPTION	
ADDRESS			VIN		MODEL GVW	
CITY	STATE	ZIP	ODOMETER OUT	FUEL OUT	HOURS OUT	DATE & TIME OUT
CREDIT CARD NUMBER			ODOMETER IN	FUEL IN	HOURS IN	DATE & TIME IN
EXP DATE		TYPE (CIRCLE) AM EX MC VISA		CHECKED OUT BY:		CHECKED IN BY:
DRIVER		BIRTH DATE		INSURANCE COMPANY		POLICY NUMBER
LICENSE #	STATE	EXP DATE	INSURANCE CERTIFICATE RECEIVED <input type="checkbox"/>			
IMPORTANT *CAREFULLY READ ALL TERMS AND CONDITIONS ON THE REVERSE SIDE *CUSTOMER IS RESPONSIBLE FOR ALL TRAFFIC VIOLATIONS AND MUST TURN IN ALL SUMMONSES UPON CHECK IN *ALL ACCIDENTS MUST BE REPORTED IMMEDIATELY *COLLISION WITH STATIONARY OBJECTS AND OVERHEAD DAMAGE IS CUSTOMER'S RESPONSIBILITY			ADDITIONAL COMMENTS			
CUSTOMER AGREES TO PAY FOR ALL FUELS USED, ALL DAMAGE TO TIRES AND TUBES CAUSED BY BLOWOUT, BRUISES, CUTS, ROAD HAZARDS, OR OTHER CAUSES INHERENT IN THE USE OF THE EQUIPMENT IS THE RESPONSIBILITY OF THE CUSTOMER.			MINIMUM CHARGE OF \$300.00 IF EQUIPMENT IS RETURNED DIRTY			
CUSTOMER AGREES THAT ALL OUTSTANDING BALANCES ARE DUE UPON RETURN OF VEHICLE. PAYMENT MUST ACCOMPANY THE VEHICLE RETURN. IF CUSTOMER FAILS TO PAY, CUSTOMER AUTHORIZES BELL TO CHARGE BALANCE DUE TO CUSTOMER CREDIT CARD LISTED ABOVE			CUSTOMER'S SIGNATURE OR AUTHORIZED REPRESENTATIVE ACCEPTS ALL TERMS & CONDITIONS			
CUSTOMER HAS READ BOTH SIDES OF THIS AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS THEREOF.			X _____ RELEASE _____ DATE _____			
CUSTOMER'S SIGNATURE X _____			X _____ RETURN _____ DATE _____			

Bell Equipment Company ("Bell") rents to Customer, the vehicle described on Page 1 of this rental agreement.

1. **Drivers:** In no event shall the vehicle be used, operated or driven by an person other than the Customer or qualified licensed drivers at least 21years of age who have Customer's advance permission and whose names appear on Page 1 hereof. Drivers shall not leave the keys in or improperly lock up or secure the vehicle (excluding valet parking).

2. **Prohibited Use:** The vehicle must not be used:

- (a) for the transportation of persons for compensation.
- (b) in any race, test, or competitive event.
- (c) outside the United States without first obtaining Bell's written permission.
- (d) in violation of any federal, state, or local laws.
- (e) while driver is under the influence of intoxicants or drugs.
- (f) to push or tow any vehicle.
- (g) if further use of the vehicle would cause damage (ie: warning light on, flat tire, steam rising from engine).
- (h) to carry explosive substances.
- (i) to transport a total vehicle and payload weight in excess of the gross vehicle weight as specified on the vehicle.
- (j) to be driven in or through a structure where there is insufficient clearance, whether height or width.
- (k) transport cargo improperly loaded and/or secured.

3. **Return of Vehicle.** This agreement is one of rental only. The vehicle is the property of Bell and shall be returned to the Bell address or at a place designated by Bell and on the date shown on Page 1, or earlier if demanded, together with all tires, tools, accessories and equipment in the same condition as when received, ordinary wear and tear excepted.

4. **Amounts Due Bell:** Customer shall pay Bell on demand:

- (a) all time and mileage charges determined by reading the vehicle odometer. Customer shall NOT detach the odometer and shall pay for its repair or replacement if any seal has been broken, along with a mileage charge equivalent to the average charge developed from Bell's experience.
- (b) refueling charge if the vehicle is returned with less fuel than when rented if the rate does not include fuel.
- (c) all sales, use excise or other taxes charged by Bell as reimbursement for taxes paid.
- (d) all fines, penalties, forfeitures, courts costs and out of pocket expenses incurred by Bell with respect to Customer's use of the vehicle including parking, traffic or other violations assessed against Bell, the vehicle, or customer, unless due to Bell's fault.
- (e) Bell's costs and expenses, including reasonable attorney's fees, incurred in collecting.

If the Customer fails to pay any rental or other sum due hereunder, the Customer will pay to Bell a late fee on such delinquent payment at the rate of 18% per annum.

5. **Vehicle Insurance.** Customer agrees to provide and maintain a certificate of insurance on file with Bell and update said certificate as needed and upon expiration. Insurance requirements must be maintained with minimum limits of the following: General liability with \$1,000,000 per occurrence and \$2,000,000 aggregate; this must include premises/operations, personal injury and product/completed operations; auto liability with a combined single limit of not less than \$1,000,000 of comprehensive liability; employer's liability of not less than \$500,000/\$500,000/\$500,000 each accident, each employee, and policy limit; excess/umbrella liability with limits of at least \$2,000,000. Certificate must contain a 30 day cancellation provision and notice to Bell of cancellation. Customer must list Bell as additional insured on ALL lines of coverage. Primary insurance protection equal to or greater than the value of the designated vehicle must be maintained and listed on the certificate.

6. **Warranties and Remedies.** Bell makes no warranties with respect to the vehicle except that it is in running condition. If the vehicle breaks down during the rental period for reasons other than abuse or neglect by Customer, Bell will repair the vehicle, replace the vehicle or return all unearned rental fees, at Bell's sole option. In no event will Bell be liable for consequential or incidental damages which may be suffered by the Customer resulting from problem with the vehicle.

SELLER DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE VEHICLE, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION DESCRIPTION, QUALITY, DESIGN, PERFORMANCE, SPECIFICATIONS, CONDITION, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT

7. **Indemnity.** Customer releases and holds Bell, its agents and employees, harmless from all claims for loss or damage to any property of customer or any other person in, on, or about the vehicle, either before or after its return to Bell, or on Bell's premises, without regard to any negligence by Bell, or any of its agents or employees. Customer shall defend, indemnify and hold harmless Bell from and against any and all losses, liabilities, damages, injuries, claims, demands, costs, and expenses arising out of the use or possession of the vehicle including, but not limited to any and all fines, penalties, and forfeitures imposed under any federal, state, municipal, or other statute, law, without regard to any negligence by Bell or any of its agents or employees. Customer shall defend, indemnify and hold harmless Bell from and against any and all losses, liabilities, damages by Customer or its drivers, agents or employees, or the confiscation of the vehicle by any governmental authority for illegal or improper use of the vehicle. Additionally, Customer shall indemnify and hold Bell harmless for all loss, liability and expense in excess of the limits of liability provided for herein as a result of bodily injury, death, or property damage arising out of the use or operation of vehicle.

8. **No Agency.** Neither Customer nor any other driver of the vehicle shall be or is deemed to be the agent, servant, or employee of Bell for any reason or for any purpose. During the term of the agreement, Customer shall completely assume full responsibility for the vehicle to the public and any regulatory body having jurisdiction.

9. **Maintenance & Repairs.** Customer shall perform and pay for all normal, periodic and other basic service, adjustments and lubrication of vehicles, including but not limited to: checking of vehicles before each shift; and supplying fuel, oil and water; and checking cooling system, tire pressures, battery fluid and charge levels at least weekly. If the vehicle fails to operate properly or needs repair, Customer shall immediately cease using and notify Bell forthwith. Customer shall not permit any repairs to the vehicle or any lien to be placed upon it without Bell's consent. Customer shall be liable for any such repairs. The Customer shall not make any alterations, additions, or improvements to the vehicle without the prior written consent of Bell. All alterations, additions and improvements made to the vehicle with the consent of Bell shall belong to and become the property of Bell. Upon return of vehicle if Bell determines that monthly maintenance was not performed, there will be an additional minimum \$350.00 charge.

10. **Accidents.** Customer shall immediately report any accident to Bell and deliver to Bell or its insurer if requested by Bell, every process, pleading, notice, or paper of any kind received by Customer or any driver of the vehicle relating to any claim, suite or proceeding connected with any accident or event involving the vehicle. Neither Customer nor any driver of the vehicle shall aid or abet the assertion of any such claim, suit or proceeding and shall cooperate fully with Bell and its insurer in investigating and defending any such claim.

11. **Credit Charges.** In the event Customer directs Bell to bill charges hereunder to any other person, or organization, such person or organization and Customer shall be jointly and severally liable for all such charges. Customer expressly authorizes Bell to process a credit card voucher, if any, in his name for charges made hereunder.

12. **Loss & Damage Provisions.** The Customer is responsible to Bell for any loss or damage to the vehicle and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the vehicle at the time it is lost or damaged, less its salvage value, plus an administrative fee and Bell's related expense, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the vehicle is damaged in a manner for which the Customer is responsible, the vehicle may be repaired by Bell or a repairer of Bell's choice at then prevailing hourly rates for labor posted at Bell's branch where the vehicle is being repaired, or the repairer's hourly rate for the labor charged by repairer for such repairs, as the case may be. Parts will be charged at Bell's list price. Customer is also responsible for the expense relating to such loss or damage to the vehicle as specified in the agreement.

13. **Miscellaneous.** This agreement will be construed under the laws of the State of Michigan and may not be assigned by the Customer without written consent of Bell. The exclusive jurisdiction for claims and disputes under this agreement will be the state courts located in Oakland County, Michigan.

2017 SWEEPER RENTAL RATES

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4 Wheel Mechanical – Weekly - \$3,750 / Monthly - \$9,950

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