[A]. PURPOSE

(i). The purpose of this Agreement is to define the rights and responsibilities of both Parties with respect to the rental of the equipment.

(ii). The Owner agrees to rent the specified equipment to the Renter, and the Renter agrees to accept and use the equipment in accordance with the terms and conditions set forth in this Agreement.

[B]. EQUIPMENT DESCRIPTION

(i). The Owner agrees to rent the specified equipment stated above to the Renter, and the Renter agrees to accept and use the equipment in accordance with the terms and conditions set forth in this Agreement.

(ii). The Renter must use the equipment only for the purpose for which it has been agreed and shall not use it for any unlawful, unauthorized, or hazardous activities.

[C]. RENTAL PERIOD

(i). The rental period includes the time required for pickup and return of the equipment. The equipment must be returned to the Owner's premises on or before the agreed-upon End Date, unless otherwise specified in writing or in other words, any extension of the Rental Period must be agreed upon in writing by the Parties.

[D]. RENTAL FEE

(i) The Renter shall pay the Owner the rental fee in advance for the entire rental term. If the equipment is returned before the end of the rental term, the renter shall not be entitled to any refund for the unused portion of the rental period.

(ii) The Renter is responsible for all charges due in full at the commencement of the Rental Period or upon Titan request. Renter consents to the reservation of credit for estimated charges due and authorizes Titan to process all amounts due, on Renter Card. Renter must notify Titan in writing of any disputed amounts, including credit card charges, within twenty-five (25) days after the receipt of Titan, rental contract/invoice, or Renter will be deemed to have irrevocably waived its right to dispute such amounts. Renter will also pay all direct costs of collection, including attorney fees, and interest at the highest rate permitted by law on any past-due amounts.

(iii) Payments can be made in the form of Cash, Credit Card, PayPal, or Check. If paid by check, The Renter will be charged a $250 returned check fee if the check bounces or is returned. Upon check being returned, the renter shall pay the balance with another form of payment immediately or the rented equipment will be picked up and the contract will be null.

[E]. LATE FEE

(i). If the Renter fails to return the equipment at the end of the rental term, they shall be charged an Additional day rate until the equipment is returned. The Renter shall also be responsible for any costs incurred by the Owner due to the late return of the equipment.

[F]. CLIENT RESPONSIBILITIES

(i). This Agreement outlines the obligations and duties of the Renter or renter regarding the proper use, care, and return of the rented equipment, including the following:

(a). The Renter shall take all necessary precautions to prevent theft, vandalism, or damage to the equipment while it is in their possession. This includes keeping the equipment in a secure location when not in use and using any provided security measures, such as locks.

(b). If the Renter is responsible for transporting the equipment, they shall do so safely and securely, following all applicable laws and regulations. Any damage that occur during transportation are the Renter's responsibility.

(c). The Renter shall promptly report any issues, malfunctions, or damage to the Owner during the rental period.

(d). The Renter shall not make any alterations, modifications, or repairs to the equipment without the explicit consent of the Owner.

(e). The Renter agrees to return the equipment clean. If equipment is returned excessively dirty a $200 cleaning fee will be charged to the card on file.

(f). The Renter agrees to return the equipment to the Owner at the end of the rental period in the same condition as when received, normal wear and tear excepted. If the Renter fails to return the equipment on the agreed-upon date and time, additional rental fees may apply, and the Renter will be responsible for any losses incurred by the Owner due to the late return.

(g). If the Equipment is not returned at the expiration of the Rental Period or if Titan determines that the Equipment is no longer in Renter's possession, Renter will be deemed unlawfully in possession of the Equipment, and Titan may, among other remedies, seek the issuance of a warrant for the arrest of Renter or any other person in possession of the Equipment.

(h). Failure to return the Equipment upon expiration of the Rental Period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the Equipment, punishable in accordance with applicable Mississippi law.

[G]. OWNER RESPONSIBILITIES

(i). This Agreement outlines the obligations and duties of the Owner, including the following:

(a). The Owner agrees to maintain the rented equipment in good working condition throughout the rental period. This includes regular servicing, repairs, and any necessary adjustments to ensure the equipment functions properly and meets safety standards.

(b). The Owner warrants that the rented equipment is of satisfactory quality and suitable for the intended purpose as described in the Rental Agreement. If any issues arise with the equipment's functionality or suitability, the Owner will take appropriate measures to resolve the matter promptly.

(c). The Owner will ensure the rented equipment is full of fuel and all grease points have been greased.

(d). The Owner will provide the equipment to the Renter in a clean, safe, and presentable condition. Before each Rental, the Owner will inspect the equipment to ensure it is free from any defects or hazards that could potentially endanger the Renter or third parties.

(e). If the equipment requires specialized knowledge or training for safe operation, the Owner will provide basic instructions to the Renter. The Owner will also inform the Renter about any potential risks associated with the equipment's operation and provide safety guidelines.

(f). The Owner will supply the Renter with any necessary operating manuals, documentation, or user guides related to the rented equipment. These materials will help the Renter understand the equipment's features and functions well.

(g). In the event of an equipment breakdown due to normal wear and tear during the rental period, the Owner will endeavor to provide a suitable replacement promptly. If no replacement is available, the Owner will refund the remaining rental period pro-rata.

[H]. TAXES

(i). The Renter shall be responsible for paying any applicable sales taxes or other indirect taxes imposed by the local, state, or federal authorities on the rental of the equipment.

(ii). The Renter agrees to reimburse the Owner promptly for any such taxes incurred during the rental period.

(iii). The Owner shall bear the responsibility for paying any property taxes or assessments levied on the equipment during the rental period.

[I]. WARRANTIES

(i). The Owner warrants that at the time of delivery, the Equipment shall be in good working condition and free from any defects that would impair its normal operation.

(ii). The Renter has the right to inspect the Equipment upon delivery and before acceptance. If any defects are found, the renter must notify the Owner immediately for appropriate action to be taken.

(iii). The Owner warrants that the Equipment shall function in accordance with its normal specifications and intended use during the rental period.

(a). If the Equipment fails to function properly due to reasons other than misuse, negligence, or unauthorized modifications by the Renter, the Owner shall take reasonable steps to repair or replace the equipment promptly.

(iv). The Owner warrants that the equipment provided under this agreement complies with all applicable laws, regulations, and safety standards.

[J]. INDEMNIFICATION

(i). The Renter agrees to indemnify and hold harmless the Owner, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses, including but not limited to attorney's fees, arising out of or in connection with the Renter's use of the rented equipment.

(ii). The indemnification obligation shall apply to any and all claims or demands, including those arising from personal injury, property damage, or any other loss or harm caused by the use, operation, or possession of the rented equipment during the rental period.

(iii). The indemnification obligation shall not apply to the extent that any claims, losses, damages, liabilities, costs, or expenses result solely from the gross negligence or willful misconduct of the Owner or its employees.

(iv). In the event of any claim, lawsuit, or demand against the Owner, the Owner shall promptly notify the Renter in writing, specifying the details of such claim or demand.

(a). The Renter shall then assume full control of the defense and settlement of the claim with legal counsel of its choice.

[K]. LIABILITY WAIVER

(i). The Renter acknowledges and understands that the use of the rented equipment involves inherent risks, including but not limited to accidents, injuries, and property damage.

(ii). The Renter agrees to assume all risks associated with the use, operation, or transportation of the equipment. In consideration of the rental of the equipment, the Renter hereby releases and forever discharges the Owner, its officers, agents, and employees, from any and all liabilities, claims, demands, actions, or causes of action, whether in law or equity, arising out of the Renter's use of the equipment.

(iii). The Renter acknowledges that they have sufficient knowledge and experience to operate the rented equipment safely. The owner shall not be responsible for any injuries or damage caused by the Renter's lack of knowledge or experience. In no event shall the Owner be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, even if the Owner has been advised of the possibility of such damage.

[L]. GOVERNING LAW AND JURISDICTION

(i). Mississippi law governs this Agreement.

(a). Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be exclusively settled by arbitration.

(b). The arbitration award shall be final and binding upon the parties and may be entered and enforced in any court of competent jurisdiction.

(ii). Notwithstanding the above, either party may seek injunctive or other equitable relief from a court of competent jurisdiction in cases of actual or threatened irreparable harm.

(iii). The prevailing party in any arbitration or court proceeding arising out of or relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

(iv). Legal proceedings under this Agreement may be brought only in courts located in Wayne County, Mississippi. The parties consent to the exclusive jurisdiction of those courts.

[M]. AMENDMENT

(i). Any changes or modifications to this Agreement must be made in writing and signed by both parties. No oral statements or representations made by either party shall amend or modify the terms and conditions of this Agreement. All amendments shall be attached to and become an integral part of this Agreement.

[N]. ENTIRE AGREEMENT

(i). This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written.

(ii). Any modifications to this Agreement must be made in writing and signed by the parties.

[O]. SEVER-ABILITY

(i). If any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement meaning the other provisions will continue in full force and effect.

(ii). The parties agree to replace any invalid or unenforceable provision with a legal and enforceable provision that achieves the intended purpose of the original provision to the maximum extent possible.

[P]. BINDING EFFECT

(i). The Parties acknowledge and agree to the terms and conditions outlined in this agreement and shall be binding upon the parties as well as their respective heirs, successors, assigns, and legal representatives.

(ii). The responsibilities, rights, and obligations set forth in this Agreement shall be enforceable by the parties and shall remain binding throughout the entirety of the rental period.

(iii). If the Renter is an individual, they represent and warrant that they have the legal capacity to enter into this Agreement.

(iv). If the renter is an entity, the person signing on the behalf of the entity represents and warrants that they have the authority to bind the entity to the terms of this Agreement.

[Q]. COUNTERPARTS

(I). This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all counterparts together shall constitute one and the same instrument.

[R]. FORCE MAJEURE

(I). Neither party shall be liable for delays or failures in performance under this agreement resulting from acts beyond their control, including but not limited to acts of God, strikes, labor disputes, accidents, or governmental actions. In the event of a force majeure situation that prevents the rental from taking place, both parties will work together to reschedule the rental to a mutually agreed-upon date. If rescheduling is not possible, the Renter will receive a full refund of the rental fee.

Sign : _____ Date : _____