

PIONEER RENTAL SC, LLC

EQUIPMENT RENTAL AGREEMENT – TERMS & CONDITIONS (UPDATED)

This Equipment Rental Agreement (“Agreement”) is entered into between Pioneer Rental SC, LLC (“Lessor”) and the customer identified on the signature page (“Lessee”).

By signing this Agreement or taking possession of the equipment, Lessee agrees to all terms and conditions below.

1. PAYMENT TERMS & AUTHORIZATION

1.1 Payment Due

All rental charges are due upon completion of the rental period unless otherwise agreed in writing.

1.2 Credit/Debit Card Authorization

Lessee authorizes Lessor to charge any card(s) on file for rental fees, fuel charges, cleaning fees, damages, missing items, excess usage, delivery/pickup charges, late fees, and any unpaid balance. This authorization remains in effect until the balance is paid in full.

1.3 Deposit (Optional Future Use)

Lessor may require a refundable security deposit for any rental at its discretion. The deposit amount, if used, will be posted at the Lessor’s office and may be adjusted at any time without revising this Agreement.

2. FUEL, FLUIDS & CLEANING

2.1 Fuel Requirements

Equipment must be returned with fuel levels equal to the level at the time of delivery. If fuel is not replaced by Lessee, Lessor will refuel the equipment and charge Lessee at the posted refueling rate displayed inside Lessor's office.

2.2 DEF, Hydraulic Fluid, & Battery Damage

Lessee is responsible for adding DEF (if applicable), any damage caused by incorrect fluids, and battery damage from leaving ignition on.

2.3 Cleaning Charges

Equipment must be returned clean. Cleaning fees will be charged according to the posted cleaning rates displayed inside the office.

3. RENTAL PERIOD, HOURS & LATE RETURN

3.1 Hour Usage Limits

8 hours per day, 40 per week, 160 per month. Excess hours billed at the posted overtime rate.

3.2 Hour Meter Tampering

If the hour meter is tampered with or damaged, Lessee will be charged the full monthly rate plus penalties.

3.3 Rental Continuation

Rental charges continue until equipment is returned or made accessible and inspected.

4. DELIVERY, PICKUP & TRAVEL TERMS

4.1 Delivery & Pickup Fee

Standard delivery + pickup fee: \$295 round trip (covers up to 25 miles).

4.2 Additional Mileage

Charges apply beyond 25 miles at posted rates.

4.3 Failed Delivery/Pickup

Lessee responsible for failed-delivery fees, mileage, and additional rental days.

4.4 Stuck or Immobilized Equipment

Recovery, winching, labor, or special equipment charges apply. Lessee assumes full liability for recovery-related damage.

5. POSSESSION, USE & OPERATION

Lessee acknowledges inspection and suitability. Only authorized operators may use equipment. Prohibited uses include illegal work, misuse, overloading, water use, stumps/boulders, impairment, or public-road use without proper permissions.

6. LOSS, DAMAGE & REPAIR

Lessee is responsible for all damage, loss, fire, theft, vandalism, misuse, or negligence. Repair and replacement costs, parts, labor, and downtime apply.

7. DAMAGE WAIVER OPTIONS

7.1 Standard Damage Waiver (15%)

Covers accidental damage within posted limits. Does not cover theft, negligence, misuse, missing items, tires, glass, tracks, water, rollovers, vandalism.

7.2 Premium Damage Waiver (20%)

Higher coverage limits and expanded accidental coverage. Does not cover theft, negligence, fire, flood, abuse, rollovers, vandalism, disappearance.

Coverage details posted in office and may be updated anytime.

8. GPS, TELEMATICS & MONITORING

Some units include GPS, telematics, and sensors. Lessee consents to monitoring. Tampering results in fees and charges.

9. PHOTOS, VIDEO & DOCUMENTATION

Lessor may photograph or record equipment before and after rental. These serve as binding documentation.

10. HOLD HARMLESS & LIABILITY

Lessee indemnifies Pioneer Rental SC, LLC, owners, employees, and contractors from all claims arising from equipment use. No warranties expressed or implied.

11. INSURANCE

Lessee is encouraged but not required to provide a Certificate of Insurance naming Pioneer Rental SC, LLC as Additional Insured and Loss Payee.

12. DEFAULT & COLLECTION

Lessor may charge card on file, repossess equipment, and continue rental charges. Lessee pays attorney fees, court costs, and collection fees.

13. GOVERNING LAW & ARBITRATION

Agreement governed by South Carolina law. All disputes resolved by binding arbitration.

14. INSTRUCTION & TRAINING ACKNOWLEDGMENT

By signing this Agreement, the Renter confirms receipt of such instruction and agrees that they are competent to operate the equipment or will ensure that only properly trained and authorized individuals operate the equipment.

The Renter affirms that they understand such instruction, have had the opportunity to ask questions, and accept full responsibility for operating the equipment in accordance with all provided instructions, manufacturer guidelines, and applicable laws and regulations.

The Renter acknowledges and confirms that they have received instruction and/or training from the Lessor regarding the proper, safe, and intended operation of the rented equipment.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

SIGNATURES

Lessee Signature: _____ Date: _____

Printed Name: _____

Company (if applicable): _____

Lessor Representative: _____