



2 Nipmuc Road | Foster, RI 02825  
Main: (401) 600-1052 | Email: [info@RITruckOffroad.com](mailto:info@RITruckOffroad.com)  
[www.RITruckOffroad.com](http://www.RITruckOffroad.com)

## **Welcome to RI Truck & Offroad**

Thank you for choosing to work with us. It is our pleasure to help assist you with all your heavy equipment sales and rental needs! In this packet you will find everything you need to get started. All paperwork must be filled out completely and returned to our email prior to the delivery of any equipment.

**RENTAL PURCHASE  
OPTIONS AVAILABLE**

**Alex DiChiaro**  
*Rental Coordinator*

Email: [alex@RITruckOffroad.com](mailto:alex@RITruckOffroad.com)  
Main: (401) 600-1052



# Customer Information

2 Nipmuc Road  
 Foster, RI 02825  
 Main: (401) 600-1052  
 Email: info@RITruckOffroad.com  
 www.RITruckOffroad.com

- **NEW CUSTOMERS NOT REQUESTING CREDIT**—Please fill out **ONLY** the **RED** portion of page 2 **PLUS** pages 4 & 5.
- **NEW CUSTOMERS REQUESTING CREDIT**—Please fill out pages 2-5.

**Terms & Conditions MUST be signed by all RI Truck & Offroad customers prior to any equipment rentals.**

WE ARE SUBMITTING THE FOLLOWING INFORMATION AS A BASIS FOR EXTENSION OF CREDIT BY RI TRUCK & OFFROAD, ITS DIVISIONS AND AFFILIATES, HEREINAFTER COLLECTIVE REFERRED TO AS "RI TRUCK & OFFROAD"

**Legal Name of Business** \_\_\_\_\_

**Type of Business** \_\_\_\_\_ **Federal Tax ID#** \_\_\_\_\_

**Year Established** \_\_\_\_\_ **Type of Business**  Corporation  Partnership  Sole Proprietorship

**Current Net Worth**  Under \$50K  \$50K-\$100K  \$100K-\$250K  \$250K-\$500K  \$500K-\$1M  Over \$1M

**Business Address** \_\_\_\_\_ **Billing Address (if different)** \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ AP Email Address \_\_\_\_\_

Business Telephone # (\_\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_

**Please list Owners, Partners, Officers, and/or Principals, Personal Guarantee:**

Full Name	Title	Home Address	City/State	SS#	DOB	Drivers License #
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

**Purchase Order required?**  Yes  No If yes, please list any special invoice instructions: \_\_\_\_\_

**Tax Exempt?**  Yes  No (If yes, a signed Exemption Certificate must be attached if exemption status is claimed.)

**Have you or any of your Owners, Partners, Officers, and/or Principals ever made a composition settlement or filed for bankruptcy?**  Yes  No  
 If yes, who? \_\_\_\_\_ Where? \_\_\_\_\_ When? \_\_\_\_\_

**Expected Monthly Credit Requirements** | Please list ALL banks and financial institutions in which you have done business with:

Name of Bank \_\_\_\_\_ Phone # (\_\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Checking Account?  Yes  No Account # \_\_\_\_\_

Loan Experience?  Yes  No Loan Officer \_\_\_\_\_

Finance Company	Contact	Address	City/State/Zip	Phone #	Fax #	Account #
_____	_____	_____	_____	_____	_____	_____

(Attach additional sheets if necessary.) Do you have additional information to attach?  Yes  No

**Trade References** | Please list at least 3:

Company	Address	City/State/Zip	Phone #	Fax #	Account #
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____



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## Credit Application

In consideration of RI Truck & Offroad extending credit (either by permitting rental fees to be paid after the applicant takes possession of rental equipment or otherwise) to the person or entity applying for same as evidenced above, the undersigned personal guarantor(s), jointly, severally if more than one, and in his/her/their individual capacity, guarantees payment to RI Truck & Offroad for all sums past due, now owed and all sums that later become due to RI Truck & Offroad by the applicant. The applicant and the undersigned hereby agree that in the event RI Truck & Offroad is forced to pursue collection activities against the applicant or guarantor, both the applicant and guarantor shall be liable for the costs of collection, including reasonable attorney fees. Additionally, a service charge of one and one half percent (1.5%) per month (18% per annum) shall be charged upon any payments not received within thirty (30) days such payment becomes due. This service charge shall continue to accrue during the pendency of any legal action to collect the debt owed to RI Truck & Offroad. Further, the applicant and personal guarantor agree that the terms and conditions stated on the following page shall apply to any equipment or machine rented or financed by RI Truck & Offroad.

By our signature below we have authorized you to release any and all information to RI Truck & Offroad regarding our credit and account history with your organization. Including, but not limited to, a credit report obtained from a bureau or credit reporting agency. This information will be used to evaluate a commercial trade credit account with RI Truck & Offroad. We understand that this confidential information will be held in strict confidence between your organization and RI Truck & Offroad.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Co-Applicant

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Personal Guarantee

\_\_\_\_\_  
Personal Guarantee

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Terms & Conditions

## DEFINITIONS

"Rental Agreement" means this Online Rental Agreement, including the Reservation Details. "RI Truck and Offroad". "Equipment" means any one or more of the items identified in the Reservation Details and any accessories, attachments or other similar items delivered to Customer, including, but not limited to air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. "Customer" means the person or entity identified as such in the Reservation Details or any representative, agent, officer or employee of Customer. "Rental Period" means the period of time between the date "From" and date "To," set forth in the Reservation Details, except that the Rental Period may extend or terminate earlier as provided in Sections 18 and 25 hereof or if Customer returns the Equipment earlier. "Reservation Details" means the Equipment, Rental Period, Delivery Information.

## AUTHORITY TO SIGN

Any individual agreeing to this Rental Agreement represents and warrants that he or she is of legal age, and has the authority and power to sign this Rental Agreement on behalf of Customer.

## INDEMNITY / HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, customer agrees to indemnify, defend and hold RI Truck and Offroad, and any of its respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries, harmless from and against any and all liability, claims, loss, damage or costs (including, but not limited to, attorneys' fees, loss of profit, business interruption or other special or consequential damages, damages related to property damage, bodily injury or damages relating to wrongful death) arising out of or related to the operation, use, possession or rental of the equipment. This indemnity provision also applies to any claims asserted against RI Truck and Offroad, based upon strict or product liability causes of action. However, customer shall not be obligated to indemnify RI Truck and Offroad. For that part of any loss, damage or liability caused solely by the intentional misconduct or sole negligence of RI Truck and Offroad. In furtherance of, but not in limitation of the indemnity provisions in the agreement, customer expressly and specifically agrees that the foregoing obligation to indemnify shall not in any way be affected or diminished by any statutory or constitutional limitation of liability or immunity customer enjoys from suits by its own employees. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the rental agreement.

## INSPECTION OF EQUIPMENT

Customer acknowledges that Customer will inspect the Equipment prior to taking possession thereof, and Customer will only accept delivery of the Equipment if Customer determines that the Equipment is in good working order and repair, and is suitable for Customer's needs. Customer further acknowledges that Customer will inspect the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road, prior to taking possession thereof, and Customer will take delivery of such Equipment only if such propulsion tank contained no dyed fuel. Customer acknowledges that Customer is familiar with the proper operation and use of each item of Equipment. Customer acknowledges that, prior to taking possession of the Equipment, Customer will obtain and read all safety bulletins, operator manuals, and tabulated data for each item of Equipment. Customer agrees to inspect all hitch, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to any towing vehicle. Customer acknowledges RI Truck and Offroad, is not responsible for any damage to any towing vehicle caused by detachable hitches or mirrors.

## LIMITATION OF LIABILITY

In no event shall RI Truck and Offroad, be liable or responsible to Customer or any other party for: (i) any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use, (ii) RI Truck and Offroad's failure to deliver the Equipment as required hereunder, or RI Truck and Offroad's failure to repair or replace non-working Equipment; (iii) or any incidental, consequential, punitive or special damages. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to RI Truck and Offroad, and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

## USE OF EQUIPMENT

A. Customer will not use or allow anyone to use the Equipment: (i) for an illegal purpose or in an illegal manner; (ii) without a license, if required under any applicable law, (iii) or who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A. and the Internal Revenue Code) which may apply to the use of the Equipment. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD RI Truck and Offroad, HARMLESS FROM ALL FINES, PENALTIES AND COSTS INCURRED BY RI Truck and Offroad, DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES. Customer agrees to: (i) check filters, oil, fluid levels and tire air pressure; (ii) clean and visually inspect the Equipment daily; (iii) and immediately notify RI Truck and Offroad when Equipment needs repair or maintenance and cease using the Equipment. Customer acknowledges that RI Truck and Offroad, has no responsibility to inspect the Equipment while it is in Customer's possession. RI Truck and Offroad shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason.

Initial Here x \_\_\_\_\_

## DISCLAIMER OF WARRANTIES

RI Truck and Offroad MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, RI Truck and Offroad DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.

## MALFUNCTIONING EQUIPMENT

Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify RI Truck and Offroad. If such condition is the result of normal operation, RI Truck and Offroad will repair or replace the Equipment with reasonably-similar Equipment in working order, if such replacement Equipment is available. RI Truck and Offroad has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within 24 hours from the time of defect in order to terminate rental charges.

## RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT

At the expiration of the Rental Period, Customer will return the Equipment to RI Truck and Offroad's yard. The Equipment is to be in the same condition as when delivered to Customer, subject to reasonable wear and tear, as defined below. In the event that RI Truck and Offroad has agreed to pick up the Equipment from Customer, Customer shall notify RI Truck and Offroad that the Equipment is "off rent". RI Truck and Offroad shall endeavor to pick up the Equipment within a commercially reasonable period of time after the Equipment is called "off rent". In the case of the loss or destruction of any Equipment, or inability or failure to return same to RI Truck and Offroad for any reason whatsoever, Customer will pay RI Truck and Offroad the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay RI Truck and Offroad the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. RI Truck and Offroad shall be under no obligation to commence repair work until Customer has paid to RI Truck and Offroad RI Truck and Offroad the estimated cost thereof. Customer agrees that RI Truck and Offroad reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to damaged or lost Equipment.

## REASONABLE WEAR AND TEAR

Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift basis (as defined in Section 12 below). The following shall not be deemed reasonable wear and tear: (i) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (ii) except where RI Truck and Offroad expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (iii) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (iv) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (v) wear resulting from use in excess of shifts for which rented; (vi) and any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

## LATE RETURN

Customer agrees that if the Equipment is not returned by the end of the Rental Period, RI Truck and Offroad, in its sole discretion, may require Customer to do any of the following: (i) continue to pay the rental rate(s) applicable to the Equipment as specified in the Reservation Details; (ii) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (iii) or pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period. Customer agrees that RI Truck and Offroad reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to late return of Equipment.

## RENTAL PERIOD / CALCULATION OF CHARGES

A. Rental charges commence when the Equipment leaves the Location and end when the Equipment is returned. Rental charges do not include the cost of the Refueling.

## REFUELING SERVICE CHARGE

Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate of diesel fuel on the date Customer return the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.

## DEPOSIT

In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by RI Truck and Offroad as a result of the breach.

## **PAYMENT**

All amounts due hereunder shall be payable in full upon receipt of invoice by Customer within 30 days. Customer and RI Truck and Offroad agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Customer agrees that RI Truck and Offroad reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to late or past due payment(s) or rental charges.

## **TITLE / NO PURCHASE OPTION / NO LIENS**

This Rental Agreement is not a contract of sale, and title to the Equipment shall at all times remain with RI Truck and Offroad. Unless covered by a specific supplemental agreement signed by RI Truck and Offroad, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

## **TIRE AND TUBE REPAIR OR REPLACEMENT**

Repair or replacement of tires and tubes is the responsibility of Customer, and is not included in the rental rate.

## **DEFAULT**

Customer shall be deemed in default should Customer: (i) in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Agreement; (ii) become "Insolvent" (as defined herein), or should RI Truck and Offroad anticipate that Customer may become Insolvent; (iii) or otherwise be in default. If Customer is in default, RI Truck and Offroad may do any one or more of the following: (i) terminate the Rental Period; (ii) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (iii) cause RI Truck and Offroad's employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and re-possession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by RI Truck and Offroad in retaking and repossessing the Equipment; (iv) or pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer shall: (i) generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; (ii) make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; (iii) commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; (iv) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; (v) or take any action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties.

## **CUSTOMER'S INSURANCE COVERAGE**

Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (i) commercial auto liability insurance with at least a per occurrence limit of \$2 million; (ii) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$2 million per occurrence and \$4 million in the aggregate; (iii) and property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by RI Truck and Offroad. RI Truck and Offroad shall be named as an additional insured for liability insurance and, if applicable, additional loss payee for property insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against RI Truck and Offroad or its insurers by the Customer and its insurers, as well as a waiver of subrogation against RI Truck and Offroad or its insurers. The policies required hereunder shall provide that RI Truck and Offroad must receive not less than 90 days' notice prior to any cancellation. **FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME RI Truck and Offroad AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.**

## **NO ASSIGNMENT, LENDING OR SUBLETTING**

Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of RI Truck and Offroad, and any such action by Customer, without RI Truck and Offroad's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Agreement unless RI Truck and Offroad approves otherwise in writing. RI Truck and Offroad may at any time, without notice to Customer, transfer or assign this Rental Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

## **ENTIRE AGREEMENT / ONLY AGREEMENT**

The Rental Agreement, including the Reservation Details, represents the entire agreement between Customer and RI Truck and Offroad with respect to the Equipment and the rental of the Equipment. There are no oral or other representations or agreements not included herein. None of RI Truck and Offroad's rights or Customer's rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both RI Truck and Offroad and Customer. Any use of Customer's purchase order number on this Rental Agreement is for Customer's convenience only and terms and conditions, whether oral or written, that are different or inconsistent with the terms contained herein are hereby rejected by RI Truck and Offroad.

## **ORDER OF PRECEDENCE**

The terms and conditions of this Rental Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by RI Truck and Offroad

## **CLASSACTION WAIVER**

Customer agrees that any claims or proceedings brought by Customer relating to this Rental Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue RI Truck and Offroad as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against RI Truck and Offroad. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

## **JURY WAIVER**

The federal and state courts in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Rental Agreement. **TRIAL BY JURY IS WAIVED.** In order to effect service of process on RI Truck and Offroad, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the registered agent and the registered office address that is on file with the Secretary of State for RI Truck and Offroad. RI Truck and Offroad shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

## **OTHER PROVISIONS**

- A. Any failure of RI Truck and Offroad to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of RI Truck and Offroad's right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provision hereof against RI Truck and Offroad as the drafter of this Rental Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Rental Agreement.
- B. Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by RI Truck and Offroad in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms.
- C. Customer shall pay the rental charge(s) without any offsets, deductions or claims.
- D. Customer consents to the collection, use, and disclosure of his or her personal identification and financial information as described herein. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information includes, for example, Customer's name, billing address, ZIP code, telephone number, date of birth, driver's license number, and email address. Financial information includes, for example, information related to any balances or invoices related to the Rental Agreement. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with RI Truck and Offroad, and for RI Truck and Offroad to evaluate and improve its products and services and/or develop new products or services. Customer's personal identification information and/or financial information may be disclosed to contractors, service providers, and other third parties that support RI Truck and Offroad's business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- E. RI Truck and Offroad shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of: (i) permanent closure of the Store Location; (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government; (iii) or as otherwise set forth in this Rental Agreement.
- F. Customer expressly acknowledges that Customer and RI Truck and Offroad are the only parties to this Agreement, notwithstanding that a reservation for the Equipment may have been arranged by a third party or that a third party may pay for all or part of the rental bill.
- G. For matters arising from this Agreement, Customer authorizes RI Truck and Offroad to verify and obtain through credit agencies or other sources Customer's credit and insurance information.
- H. A Cleaning Charge will apply to Equipment returned with excessive dirt, concrete and/or paint. Customer is responsible for all damage. There will be an additional charge for missing keys.
- I. In the event the terms contained in this Rental Agreement conflict with any terms of any preexisting written agreement signed by authorized representatives of the Customer and RI Truck and Offroad (the "Written Agreement"), the terms of the Written Agreement shall supersede the terms of this Rental Agreement.



# Terms & Conditions 3

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**OTHER PROVISIONS (continued)**

J. CRIMINAL WARNING: The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

**OPTIONAL RENTAL PROTECTION PLAN**

A. NOTICE:

FOR ALL RENTALS OF EQUIPMENT NOT LICENSED FOR ROAD USE, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH SECTION 19 ABOVE, OR PURCHASE THE RENTAL PROTECTION PLAN. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF INSURANCE AS REQUIRED BY SECTION 19.

FOR AN ADDITIONAL CHARGE, RPP OFFERS A DAMAGE WAIVER TO LIMIT YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE RENTAL EQUIPMENT. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE COVERAGE AFFORDS YOU COVERAGE FOR DAMAGE TO OR THEFT OF THE RENTAL EQUIPMENT AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. READ THIS SECTION CAREFULLY BEFORE SIGNING.

B. TERMS AND CONDITIONS. In return for payment of the fee set forth in the Rental Agreement, RI Truck and Offroad agrees to limit its rights under Sections 9 and 19 thereof as follows:

- i. **DAMAGE WAIVER.** Subject to the conditions set forth herein, RI Truck and Offroad waives its right to collect amounts from Customer exceeding the lesser of 10% of replacement value of the Equipment, 10% of the cost of repairs, or \$500, plus applicable state and local taxes, from losses arising from theft of or direct physical damage to the Equipment.
- ii. **USER.** Customer agrees that Customer, or a permissive user of a Customer, will be the only driver of any RI Truck and Offroad vehicle, and that Customer will not use the vehicle in violation of any terms of this Rental Agreement or law.
- iii. **EXCLUSIONS.** RI Truck and Offroad will not waive a claim for loss or damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment; or resulting from intentional abuse of the Equipment. Such losses shall remain subject to Section 9 above.
- iv. **FEE.** Customer shall pay a fee equal to 15% of the charges under the Rental Agreement in exchange for participation in RPP as set forth in this Section.

**I ACKNOWLEDGE AND ACCEPT THE ABOVE STATED TERMS AND CONDITIONS.**

**PLEASE SIGN FOR ACCEPTANCE:**

Print Here X \_\_\_\_\_

Sign Here X \_\_\_\_\_

## Credit Card Authorization

We Accept:



Customer Name / Company Name \_\_\_\_\_

Name as it Appears on the Card \_\_\_\_\_

Card Billing Address \_\_\_\_\_

City, State & Zip Code \_\_\_\_\_

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ Security Code \_\_\_\_\_

Cardholder Signature \_\_\_\_\_ Date \_\_\_\_\_

We operate as a PAPERLESS company! Please provide an email address for your receipts:

Email Address \_\_\_\_\_

*\* If credit terms have not been established, credit cards on file are subject to charge upon rental completion and/or termination.*

**Upon completion, please email this form.**

**Email: [info@RITruckOffroad.com](mailto:info@RITruckOffroad.com)**