

PANTHER EQUIPMENT RENTAL - AGREEMENT

1. **DEFINITIONS:** Refer to the detailed definitions section as provided, including but not limited to: Panther: 4M Equipment Rental LLC d/b/a Panther Equipment Rental, Customer: Any person or entity renting the equipment or its representatives, Equipment: All rental equipment and accessories provided, Rental Period: From 'Date Out' to 'Date Due In' or until early termination as outlined.
2. **AUTHORITY TO SIGN:** Customer represents they are of legal age and authorized to sign this Agreement.
3. **INSPECTION OF EQUIPMENT:** Customer agrees to inspect equipment prior to and during use, report defects immediately, and acknowledges it is suitable and in good condition. Should the equipment become unsafe or defective, the Customer agrees to discontinue use and notify Panther immediately. Panther will attempt to replace the faulty equipment with similar working equipment, if available. The Lessor is not liable for delays or any incidental damages that may result from equipment failure.
4. **PHOTO DOCUMENTATION:** Panther may take and retain photographic evidence of the Equipment's condition before delivery and upon return. Panther may request that Customer provide similar photos for condition verification, especially during long-term rentals or disputes.
5. **GPS TRACKING AND TELEMATICS:** Certain equipment may include GPS tracking and usage monitoring systems. Customer consents to Panther's use of these systems to monitor location, hours of use, and maintenance needs, and to disable or recover equipment in cases of nonpayment, loss, or theft.
6. **DISCLAIMER OF WARRANTIES:** All equipment is rented "as-is." Panther makes no warranties, express or implied, including fitness or merchantability.
7. **USE OF EQUIPMENT:** Prohibited uses include: Illegal activities; Improper or negligent use; By unauthorized individuals; At unauthorized locations without Panther's written consent.
8. **DAMAGE WAIVER:** A non-refundable 10% damage waiver fee applies unless waived with proof of insurance. It covers up to \$300 in accidental damage repair costs, but not theft, loss, abuse, negligence, or unauthorized use.
9. **ENVIRONMENTAL FEE & TERP FEE:** Environmental Fee: A flat 1.9% environmental fee will be applied to all rental charges. TERP Fee: In compliance with the Texas Emissions Reduction Plan (TERP), certain diesel-powered off-road equipment may be subject to an additional state-imposed surcharge.
10. **RETURN OF EQUIPMENT/DAMAGES/LOST OR STOLEN EQUIPMENT:** Customer agrees to return equipment in same condition (subject to reasonable wear and tear) at the end of the Rental Period. Panther shall assess damage and charge for repair or full replacement value as applicable.
11. **CLEANING/ENVIRONMENTAL CONTAMINATION FEES:** Customer shall return equipment clean. Excessive dirt, debris, or contamination will result in cleaning and disposal fees at Panther's discretion.
12. **PERSONAL PROPERTY:** Panther is not responsible for tools, materials, or other personal property left in or on equipment. Customer is responsible for removal before return.
13. **LATE RETURN/RENTAL RATE INCREASES:** Late returns incur daily charges and may result in higher rental rates.
14. **RENTAL PERIOD/OVERTIME RATES:** Includes daily, weekly, monthly structure with shift multipliers.
15. **SECURITY DEPOSIT:** Deposit (if any) serves as security against damage or breach.
16. **PAYMENT TERMS/LATE FEES:** Full payment is due upon invoice. Late fees apply after 30 days at 2% per month or max allowed by law.
17. **INSURANCE REQUIREMENTS:** Customer must carry property, auto liability, and general liability insurance. Panther must be named as Additional Insured and Loss Payee.
18. **REPOSSESSION:** Panther may recover Equipment in the event of breach or nonpayment without legal process.
19. **LOAD/UNLOAD RISK:** Panther may assist with loading/unloading but assumes no liability for injury or damage in doing so.
20. **TRAILER HITCHES/SAFETY CHAINS:** Customer is responsible for inspecting all hitches, chains, and connections before towing.
21. **ACCIDENT REPORTING:** Customer must immediately report any accident, injury, theft, or damage involving the Equipment.
22. **TIRE DAMAGE/TUBE REPLACEMENT:** Customer is responsible for tire/tube repair or replacement during the rental period.
23. **OPERATOR CERTIFICATION:** Customer certifies that all operators are trained, qualified, and legally permitted to use the rented Equipment.
35. **USE OF SAFETY EQUIPMENT:** Customer agrees that all individuals operating or riding on the Equipment, including those in man baskets, personnel platforms, scissor lifts, etc. shall wear and utilize appropriate personal protective equipment (PPE). Required PPE includes, but is not limited to, helmets, gloves, eye protection, safety vests, steel-toe boots, and fall protection harnesses when working at height or as otherwise required. All PPE must be used in accordance with OSHA regulations, manufacturer guidelines, and industry best practices. Failure to wear proper safety gear while operating or riding on the Equipment constitutes a breach of this Agreement.
24. **EQUIPMENT LOGBOOK:** Panther may require a daily usage log for long-term or heavy-use rentals.
25. **TITLE/OWNERSHIP:** Panther retains title to the Equipment.
26. **DEFAULT AND REMEDIES:** Panther may terminate the rental, repossess equipment, or pursue legal remedies in case of default.
27. **SUBLETTING & ASSIGNMENTS:** Customer may not assign, sublease, or lend Equipment without Panther's written consent.
28. **ORDER OF PRECEDENCE:** Panther terms override purchase order terms.
29. **SEVERABILITY:** If any portion of this Agreement is held unenforceable, the remainder shall remain in effect.
30. **FORCE MAJEURE:** Panther is not liable for delays due to events beyond its control.
31. **ENTIRE AGREEMENT:** This document plus addenda constitutes the full agreement.
32. **ELECTRONIC SIGNATURES:** Signatures submitted electronically are valid and binding.
33. **GOVERNING LAW/VENUE/JURY WAIVER:** This Agreement shall be governed by Texas law. Venue is Tarrant County, Texas. Jury trial is waived.
34. **CRIMINAL WARNING:** Use of false ID or failure to return Equipment may be prosecuted as theft under Texas law.

Customer Signature: _____ Panther Representative: _____
Print Name: _____ Date: _____ Print Name: _____ Date: _____