

MASTER RENTAL AGREEMENT AND ABSOLUTE LIABILITY WAIVER

THIS AGREEMENT is made and entered into on ____ / ____ / _____, by and between Amerigo Equipment Rentals L.L.C. (hereinafter referred to as "Lessor") and the individual or entity identified below (hereinafter referred to as "Lessee").

Lessee Information: Name/Business Name:

Address: _____

Phone: _____ Email: _____

Driver's License / Tax ID: _____

1. EQUIPMENT AND RENTAL TERM

1.1 Equipment. The "Equipment" refers to the portable automotive lift(s) and/or any associated accessories or other equipment provided by Lessor. 1.2 Rental Period. The rental period begins at the exact time of delivery and ends at the scheduled pickup time.

Selected Duration: ☐ 24 Hours ☐ 72 Hours ☐ 7 Days ☐ 30 Days

Start Date/Time: ____ / ____ / ____ @ ____ : ____ ☐ AM ☐ PM

End Date/Time: ____ / ____ / ____ @ ____ : ____ ☐ AM ☐ PM

1.3 Overage. Failure to make the Equipment available for pickup at the scheduled End Date/Time may result in additional daily rental charges at the standard 24-hour rate, plus a \$75 inconvenience fee.

2. DELIVERY, PLACEMENT, AND SITE REQUIREMENTS

2.1 Delivery Zone. Delivery and pickup are included within the boundaries of Oakland County, Michigan. Locations outside this county may be subject to a delivery surcharge, agreed upon in writing prior to rental. 2.2 Site Conditions. The Lessee warrants that the drop-off site is a level, gravel or paved surface (concrete/asphalt) capable of supporting the weight of the Equipment and a loaded vehicle. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT AN ENGINEER OR SOIL EXPERT AND IS RELYING ENTIRELY ON THIS LESSEE WARRANTY. Strict Prohibition:

Equipment shall NOT be placed or used on soft surfaces, including but not limited to dirt, grass, or mud. Stability: The site must not be prone to settling, flooding, or shifting. **2.2.1 ABSOLUTE LESSEE RESPONSIBILITY FOR PLACEMENT. LESSEE WARRANTS AND AGREES THAT EVEN IF LESSOR'S AGENTS ASSIST WITH OR DIRECT THE PLACEMENT OF THE EQUIPMENT, THE LESSEE REMAINS SOLELY RESPONSIBLE FOR THE FINAL DETERMINATION THAT THE SITE CONDITIONS (INCLUDING LEVELNESS, STABILITY, AND SUB-SURFACE INTEGRITY) MEET ALL SAFETY REQUIREMENTS AND SPECIFICATIONS.** 2.3 Site Access. Lessee must ensure the site is clear, accessible, and ready for drop-off at the agreed time. 2.4 Failed Attempt Fee. If Lessor is unable to drop off or pick up the Equipment due to site inaccessibility, lack of readiness, or safety concerns regarding the ground surface, a \$75.00 Fee per attempt will be charged. 2.5 No Relocation. Once the Equipment is placed by the Lessor, it must remain at that exact location. Lessee shall not move, tow, trail, or relocate the Equipment from the drop-off address without prior express written permission from Lessor. Removing the equipment from the drop-off address will result in a \$750 fee and immediate repossession of the equipment. 2.6 TRACKING DEVICE TAMPERING. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT MAY BE EQUIPPED WITH A GPS TRACKING DEVICE. DISABLING, MODIFYING, OR TAMPERING WITH THIS TRACKING DEVICE IS STRICTLY PROHIBITED AND WILL RESULT IN THE FOLLOWING: 1) IMMEDIATE COLLECTION AND REPOSSESSION OF THE EQUIPMENT WITHOUT REFUND, AND 2) A \$1500.00 FINE CHARGED TO THE LESSEE.

3. OPERATIONAL SAFETY AND RESTRICTIONS

3.1 Usage Capacity. Lessee agrees strictly NOT to exceed the manufacturer's rated weight capacity of the lifts. 3.2 Weather Restrictions. Equipment must not be operated during severe weather conditions. 3.3 Operator Competence. Proper safety practices are the Lessee's sole responsibility. Lessee warrants that they are competent in the use of automotive lifts. 3.4 Training and Personnel. Lessee is responsible for ensuring all operators are trained on the specific Equipment. 3.5 MANDATORY COMPLIANCE WITH USAGE RESOURCES (GROSS NEGLIGENCE). Lessee warrants that they have fully reviewed and understood all safety materials prior to operating the Equipment. Lessee explicitly agrees that failure to strictly comply with all procedures, warnings, and guidelines (**INCLUDING USING THE LIFT WHEN ANY STRUCTURAL OR OPERATIONAL DEFECT IS APPARENT OR KNOWN TO THE LESSEE OR REASONABLY SHOULD HAVE BEEN DISCOVERED BY THE LESSEE**) constitutes GROSS NEGLIGENCE and a reckless disregard for safety. In the event of such failure, Lessee accepts sole and absolute responsibility for any resulting injury, death, or property damage, and explicitly waives any right to claim liability on the part of the Lessor.

4. WARRANTIES, INSURANCE, DAMAGE, AND LOSS

4.0 EXPLICIT WAIVER OF ALL WARRANTIES (INCLUDING LATENT DEFECTS)

TO COMPLY WITH MICHIGAN LAW AND THE UNIFORM COMMERCIAL CODE, ARTICLE 2A, LESSEE ACKNOWLEDGES THAT THIS SECTION IS CLEARLY AND CONSPICUOUSLY PRESENTED. LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO: THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY AGAINST INFRINGEMENT. THE EQUIPMENT IS RENTED "AS IS" AND "WITH ALL FAULTS." LESSEE SPECIFICALLY WAIVES ANY CLAIM FOR DAMAGES ARISING FROM THE FAILURE OF THE EQUIPMENT DUE TO ANY DEFECT, INCLUDING ANY LATENT OR HIDDEN DEFECT THAT WAS NOT REASONABLY APPARENT UPON DELIVERY INSPECTION. 4.1 NO INSURANCE PROVIDED BY LESSOR.

Lessee acknowledges that Amerigo Equipment Rentals L.L.C. does not carry insurance covering the Equipment, the Lessee, or third parties. 4.2 Lessee Responsibility. Lessee assumes **100% ABSOLUTE, UNCONDITIONAL** financial responsibility for the Equipment from the moment of delivery until the moment of pickup. This includes responsibility for: Theft or vandalism, Damage to the Equipment, and DAMAGE TO ANY VEHICLE OR PROPERTY PLACED ON OR NEAR THE EQUIPMENT, **REGARDLESS OF THE CAUSE, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE LESSOR, OR THE EQUIPMENT'S FAILURE.** 4.3 Commercial Lessees. Business and fleet customers may be required to provide a Certificate of Insurance (COI) naming Amerigo Equipment Rentals L.L.C. as an additional insured prior to delivery. 4.4 Personal Coverage. Private parties are strongly advised to verify that their homeowners or auto insurance policies provide coverage for rental equipment and liability. Absence of such coverage does not absolve Lessee of full financial liability.

5. TERMINATION AND REPOSSESSION

Amerigo Equipment Rentals L.L.C. reserves the right to immediately terminate this agreement and retrieve the Equipment without notice and without refund if: The Equipment is being used in an unsafe manner or any term of this agreement is violated.

6. ABSOLUTE INDEMNIFICATION AND WAIVER OF NEGLIGENCE (READ CAREFULLY AND INITIAL BELOW)

LESSEE MUST INITIAL HERE TO ACKNOWLEDGE UNDERSTANDING: _____

THIS SECTION IS BOLDDED, CAPITALIZED, AND UNDERLINED TO ENSURE CONSPICUOUSNESS AND COMPLIANCE WITH MICHIGAN LAW.

6.1 **ABSOLUTE INDEMNIFICATION. TO THE MAXIMUM EXTENT PERMITTED BY MICHIGAN LAW**, LESSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AMERIGO EQUIPMENT RENTALS L.L.C., ITS OWNERS, MEMBERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, INJURIES (INCLUDING DEATH), LIABILITIES, AND EXPENSES (INCLUDING LEGAL FEES) ("CLAIMS") ARISING OUT OF OR RELATED TO THE USE, OPERATION, CONDITION, POSSESSION, MAINTENANCE, INSPECTION, OR FAILURE OF THE EQUIPMENT DURING THE RENTAL TERM. **THIS INDEMNIFICATION OBLIGATION IS INDEPENDENT OF ANY OTHER TERM AND SURVIVES THE TERMINATION OF THIS AGREEMENT. THIS INDEMNIFICATION SPECIFICALLY INCLUDES, AND IS INTENDED TO COVER, CLAIMS RESULTING FROM THE SOLE OR PARTIAL ORDINARY NEGLIGENCE OF AMERIGO EQUIPMENT RENTALS L.L.C. ITSELF, INCLUDING BUT NOT LIMITED TO NEGLIGENT MAINTENANCE OR PLACEMENT. THIS INDEMNIFICATION SHALL NOT APPLY TO CLAIMS ARISING FROM THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LESSOR.** 6.2 **WAIVER OF LESSOR LIABILITY. LESSEE, IN EXCHANGE FOR THE OPPORTUNITY TO RENT THE EQUIPMENT**, EXPLICITLY AND UNAMBIGUOUSLY WAIVES, RELEASES, AND DISCHARGES ANY AND ALL CLAIMS AGAINST AMERIGO EQUIPMENT RENTALS L.L.C. FOR PERSONAL INJURY, PROPERTY DAMAGE (INCLUDING DAMAGE TO THE LESSEE'S VEHICLE OR PROPERTY), DEATH, OR LOSS OF REVENUE THAT MAY OCCUR DURING THE RENTAL PERIOD, **EVEN IF CAUSED BY THE SOLE, PARTIAL, OR ORDINARY NEGLIGENCE OF THE LESSOR (INCLUDING NEGLIGENT PLACEMENT OR FAILURE TO DISCOVER A DEFECT).** LESSEE ASSUMES **ALL RISKS**, KNOWN AND UNKNOWN, ASSOCIATED WITH THE USE OF THIS EQUIPMENT, **REGARDLESS OF THE CAUSE OR FAULT, EXCEPT FOR CLAIMS BASED ON LESSOR'S SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** 6.3 **MANUFACTURER LIABILITY.** LESSEE AGREES TO EXCLUSIVELY PURSUE SETTLEMENT OR LEGAL ACTION AGAINST THE EQUIPMENT MANUFACTURER FOR DEFECTS. LESSEE AGREES THAT NO BLAME, LIABILITY, OR FINANCIAL SETTLEMENT SHALL BE ATTRIBUTED TO OR SOUGHT FROM AMERIGO EQUIPMENT RENTALS L.L.C. FOR EQUIPMENT FAILURE. 6.4 **VEHICLE PLACEMENT AND INTEGRITY.** The Lessee is solely responsible for ensuring the safe and secure placement of any vehicle on the Equipment. Lessee assumes all risk and liability for any collapse, failure, or damage to the vehicle, the Equipment, or surrounding property, resulting from improper lifting point placement or the vehicle's compromised structural condition. Lessor is held harmless from any claim arising from such failure or improper placement.

7. DISPUTE RESOLUTION AND GOVERNING LAW

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. 7.2 Mandatory Arbitration and Forum. ANY DISPUTE, CONTROVERSY, OR CLAIM (INCLUDING CLAIMS OF LESSOR'S NEGLIGENCE) ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE EQUIPMENT, OR ITS USE, SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN OAKLAND COUNTY, MICHIGAN, IN ACCORDANCE WITH THE STREAMLINED RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND THE FEDERAL ARBITRATION ACT. Lessee explicitly waives the right to a trial by jury or to participate in a class-action lawsuit against Lessor. LESSEE AND LESSOR AGREE TO SHARE THE ARBITRATOR'S FEES AND EXPENSES EQUALLY, UNLESS OTHERWISE REQUIRED BY LAW. **LESSEE AGREES TO PAY ALL OF LESSOR'S REASONABLE LEGAL FEES AND COSTS IN THE EVENT LESSOR PREVAILS IN ARBITRATION OR LITIGATION.**

8. SEVERABILITY

8.1 Saving Clause. If any provision, clause, or part of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction or under applicable state law, such invalidity shall not affect the validity or enforceability of the remaining provisions of this Agreement. 8.2 Full Force and Effect. The remaining terms and conditions of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

9. ACKNOWLEDGMENT

9.1 OPPORTUNITY FOR REVIEW AND NEGOTIATION LESSEE ACKNOWLEDGES AND AGREES THAT: (A) LESSEE HAS BEEN GIVEN SUFFICIENT TIME TO REVIEW THIS ENTIRE AGREEMENT, (B) LESSEE HAS BEEN STRONGLY ADVISED AND ENCOURAGED TO CONSULT WITH INDEPENDENT LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT, AND (C) THE PROVISIONS HEREIN ARE NOT PRESENTED AS NON-NEGOTIABLE. LESSEE WAS GIVEN THE OPPORTUNITY TO PROPOSE AMENDMENTS OR STRIKE PROVISIONS TO WHICH THEY OBJECTED. LESSEE'S SIGNATURE BELOW CONFIRMS THAT LESSEE EITHER CONSULTED COUNSEL, VOLUNTARILY DECLINED TO DO SO, OR WAIVED ANY RIGHT TO SEEK AMENDMENTS.

9.2 By signing below, Lessee acknowledges they have read, understood, and agree to be bound by the terms of this Agreement. Lessee certifies that the site conditions meet the requirements listed in Section 2 and that they accept full liability as outlined in Section 6.

LESSEE SIGNATURE: _____ DATE: _____

LESSOR SIGNATURE: _____ DATE: _____

DELIVERY CHECKLIST:

- ☐ Site is level gravel or paved, and is not prone to settling, shifting, or flooding.
- ☐ Equipment is fully functional and in good condition upon arrival.
- ☐ Renter has been shown emergency stop/lowering procedures.
- ☐ Renter understands the 20ft safety perimeter for minors and untrained persons.
- ☐ Renter agrees not to move the lift from this property.
- ☐ Renter has read and understands this contract.
- ☐ Renter has reviewed all equipment usage resources thoroughly.

If Applicable, note any imperfections or issues at the time of delivery below:

LESSEE SIGNATURE: _____ DATE: _____

DEDICATED ACKNOWLEDGEMENT OF NO INSURANCE, FULL FINANCIAL RISK, WAIVER OF LESSOR'S NEGLIGENCE, AND WAIVER OF WARRANTIES

CRITICAL ACKNOWLEDGEMENT OF HIGH RISK AND ABSOLUTE WAIVER OF LESSOR LIABILITY

I, the undersigned Lessee, acknowledge and understand the following critical facts regarding the rental of equipment from Amerigo Equipment Rentals L.L.C. (the "Lessor"). **I AFFIRM THAT I HAVE READ ALL SECTIONS IN THEIR ENTIRETY AND FULLY UNDERSTAND THE RISKS I AM ASSUMING.**

1. **ABSOLUTE WAIVER OF LESSOR'S ORDINARY NEGLIGENCE: I HAVE READ AND UNDERSTOOD SECTIONS 6.1 AND 6.2, WHICH ARE IN BOLD AND CAPITAL LETTERS. I EXPLICITLY ACKNOWLEDGE AND AGREE THAT I AM WAIVING MY RIGHT TO SUE AMERIGO EQUIPMENT RENTALS L.L.C. AND HOLDING THEM HARMLESS FOR ANY LOSS, DAMAGE, OR INJURY, EVEN IF SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY THE ORDINARY NEGLIGENCE OF THE LESSOR, INCLUDING NEGLIGENCE IN MAINTENANCE, INSPECTION, OR PLACEMENT OF THE EQUIPMENT. LESSEE INITIALS: _____**
2. **NO IMPLIED WARRANTIES (INCLUDING LATENT DEFECTS): I ACKNOWLEDGE THAT THE LESSOR HAS DISCLAIMED ALL WARRANTIES (SECTION 4.0), AND I AM RENTING THE EQUIPMENT "AS IS" AND "WITH ALL FAULTS." I EXPRESSLY WAIVE ANY CLAIM BASED ON THE LIFT'S MERCHANTABILITY OR ITS FITNESS FOR MY PARTICULAR PURPOSE, EVEN IF THE FAILURE WAS DUE TO A DEFECT THAT WAS NOT VISIBLE AT THE TIME OF RENTAL. LESSEE INITIALS: _____**
3. **100% FINANCIAL LIABILITY:** I accept and agree that I am assuming 100% of the financial risk associated with the rental.
4. **GOVERNING LAW AND FORUM:** I acknowledge that any claim I may bring **must be brought exclusively in binding arbitration** in Oakland County, Michigan, and that I **waive my right to a jury trial.**

By signing below, I voluntarily assume all risks, including the risk of my own or a third party's gross negligence, and the risk of Amerigo Equipment Rentals L.L.C.'s **ordinary** negligence, and explicitly acknowledge that the Lessor bears NO FINANCIAL RESPONSIBILITY for any outcome or loss, **EXCEPT FOR LESSOR'S SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

Lessee Name (Printed): _____

Lessee Signature: _____

Date: ____ / ____ / ____