



DIY DIGGER DEPOT

RENTAL CONTRACT & POLICIES

REQUIREMENTS

A driver's license or other official picture ID (such as a Military ID card) with positive proof of address and phone number, and a valid email address are required for all rentals. A valid major credit card is required for all rentals. A local job site address and phone number will also be required in some cases. All rentals are to be paid in advance.

DAMAGE

You must inform **DIY Digger Depot** immediately of any damage to equipment—further damage could occur that you will be responsible for. Any damage that occurs during your rental will be billed; retail parts cost plus posted mobile service and/or in-shop service rate(s) to bring the machine back to the condition it was when you received it.

Damage waiver (recommended) or valid insurance is required on all of our rental equipment contracts and costs **15%** of the rental rate(s), unless a valid certificate of insurance has been received. This limits your financial responsibility for covered damage; the customer deductible is \$1,000 for equipment valued less than \$25,000, and \$2,500 for equipment valued greater than \$25,000. Upon notice of damage to rented equipment, a damage deposit of \$1,000 will be held on your credit card until the final bill is calculated, at which time you will either receive a refund or an additional bill (see deductible above).

RENTAL PERIOD & RATES

Rentals are charged on time out, not solely time used. Unfortunately, we cannot control the weather, so please plan your rental accordingly; no discounts or extra time can be given due to inclement weather. Rental rates are subject to change.

All standard rates allow up to **8 hours of use per meter day**. Additional hours will result in additional prorated charges.



Rental Duration / Special	Rate	Included Usage
1 Day	\$275	Up to a 24-hour period (8 hours on meter)
Weekend Special	\$585	Up to a 67-hour period (16 hours on meter)
2 Days	\$525	Up to a 48-hour period (16 hours on meter)
3 Days	\$825	Up to a 72-hour period (24 hours on meter)
4 Days	\$950	Up to a 96-hour period (32 hours on meter)
5 Days	\$1,050	Up to a 120-hour period (40 hours on meter)
1 Week (7 Days)	\$1,200	7-day period (56 hours on meter)
2 Weeks	\$1,600	14-day period (112 hours on meter)
3 Weeks	\$1,850	21-day period (168 hours on meter)
1 Month (4 Weeks)	\$2,250	28-day period (176 hours on meter)



⚠ Note: Weekend rates are processed under a separate product listing. The Weekend Special covers up to a 67-hour window with a maximum allowance of 8 hours of equipment use per day (16 total meter hours).

CLEANING FEE

We reserve the right to charge a cleaning fee for equipment not returned to us reasonably clean. Coffee spills, excessive dirt in the cab, and excessive mud/dirt packed in the tracks are all subject to an additional charge.

FUEL

Fuel used during the rental is the renter's responsibility and is not included in rental rates, unless otherwise specified. Equipment will be full of fuel at the start of your rental, and we ask that you refill it with good, clean fuel upon return. If you are unable to refill the fuel, we will refill it and charge you for the amount of fuel used. Contact the store for current fuel rates.

Please take care in refueling—know whether the equipment takes diesel, 2-cycle mixed gasoline, or 4-cycle gasoline. Please call us before refilling if you have any questions; there will be an expensive service charge or perhaps engine replacement if the wrong fuel is used. Please take care to use fresh fuel in clean cans—if a renter refills a machine with dirty fuel, a charge will apply to change the fuel filter and service the equipment.

DELIVERY

Delivery is available for all of our equipment and is not included in rental rates. Delivery rates are based on the size of the equipment and the location of delivery. Please call us for a quote.

CUSTOMER PICKUP

All equipment is available for customer pickup from our store. You must have an adequately rated hitch, an adequate trailer, a proper brake setup, and adequate securement for the equipment being picked up. **DIY Digger Depot** reserves the right to refuse pickup of equipment if adequate, safe towing/hauling equipment is not provided by the customer.



EQUIPMENT BREAKDOWNS

If you have any breakdowns, call the store right away, 24/7. If you do not call, we do not know and you forfeit any potential credit. We strive to keep our equipment in top working order at all times. "Murphy's Law," however, says that problems sometimes can and will occur. Many problems can be solved over the phone. In some cases, we may need to provide a replacement or substitute item. We will do everything possible to help you finish your job in a timely and efficient manner.

EXTENDING YOUR RENTAL

Please call the store as soon as you know you need to extend your rental. We will work with you the best we can to extend or substitute equipment based on availability.

CANCELLATION POLICY

We will work with you to cancel or reschedule your rental reservation, but we do require advance notice. When we reserve a piece of equipment for you, we are telling other customers it is not available.

- **1-Day Reservation:** Requires a 48-hour cancellation notice.
- **5 to 7-Day Reservation:** Requires a 3-day cancellation notice.
- **Monthly Reservation:** Requires a 7-day cancellation notice.

If the required notice isn't given, you will be responsible for a **25% cancellation fee**. If you give no notice of cancellation and (1) we attempt delivery/deliver or (2) you do not pick up the equipment, you will be billed for any delivery fees, plus:

- **100%** of the reservation amount for a daily rental.
- **50%** of the reservation amount for a 5/7 day rental.
- **30%** of the reservation amount for a monthly rental.



TERMS AND CONDITIONS OF RENTAL CONTRACT

RAD POWER EQUIPMENT LLC / DBA DIY DIGGER DEPOT

LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

For good and valuable consideration, you and RAD POWER EQUIPMENT LLC, d/b/a "DIY DIGGER DEPOT," a New Hampshire limited liability company (also referred to herein as "RPE," "Lessor," "we," "us" and "our") agree as follows:

1. **Definitions:** As used herein, "P.1-4" refers to the pages of this Contract; "Contract" refers to P.1-4 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you as identified on P.1 (including any "Instructions" and/or safety devices provided per Section [or "§"] 5 below); "Site" means the address set forth on P.1 where the Item(s) is/are to be delivered and/or used; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer," "Lessee" and/or "Guarantor" (as applicable) identified on P.1.
2. **Rental Term, Rent, and Prepayments:** You agree to rent from RPE the Rented Item(s) for the period(s) specified on P.1-4 (the "Term"), to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain fully liable for all loss, theft, injuries and damages of, to, or associated with such Item(s), until all Rented Item(s) is/are returned to and accepted by RPE in the return condition required under this Contract (including § 10).
 - Unless otherwise specifically agreed by RPE, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period, and in accordance with the terms of this Contract.
 - Additional Rent at our highest incremental rate will be charged for late returns and overuse. You will not be entitled to any cancellation right or reduction of Rent to account for time in transit, Acts of God, force majeure, or nonuse.
 - Unless otherwise agreed by RPE in writing, you agree:
 - **(a)** To pay the Estimated Rent specified on P.1-4 in advance (the "Prepayment") and all other amounts coming due upon demand.
 - **(b)** That we may deduct any amount you owe us from any Prepayment; no interest will accrue on it; it does not limit your liability; and all Prepayments are **NON-REFUNDABLE**. Anything left with or in any Rented Item upon return is deemed abandoned.



3. **Delivery and Retrieval:** If we agree to deliver and/or retrieve any Item(s), you agree to pay our regular charges and waiting time, be present at the Site at the agreed time, and ensure full access. We are not responsible for delays caused by you, your agents, or Other Providers. If you are not present, you agree to accept the statements of our delivery personnel regarding the status, condition, quality, and quantity of the Items.
4. **Ownership and Title:** RPE retains title to all Rented Items at all times. You have exclusive control over the Item(s) during the Term, subject to full compliance with this Contract. **You SHALL NOT:** permit any lien or encumbrance on the Items; claim any ownership interest; or loan, sublease, or assign any Item without our prior written consent. RPE may substitute Items or assign its interests at any time.
5. **Condition of Items and Regulatory Compliance:** Upon receipt or delivery of the Rented Item(s), unless you immediately reject them, you represent, warrant, and agree that:
 - (a) Each Item is complete, in good order, fully charged and/or fueled, and appropriate for your purposes based on your own selection.
 - (b) You understand and will fully comply with all applicable laws, training, user manuals, and safety standards (including EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, UL, ASSP, DOT, FMCSA, IFTA, ANSI, Tier 4, Silica Dust, and AWP/MEWP metrics).
 - (b-ii) You are aware of the need to use personal protective equipment (including **RESPIRATORY and FALL PROTECTION**).
 - (b-iii) You will ensure all underground lines, cables, and conduits are clearly marked before disturbing the ground surface (**Call 811** or visit [Call811](#) at least 3 full business days in advance). You must immediately notify authorities and RPE of any theft or accident.
6. **NO WARRANTIES:** RPE IS NOT THE MANUFACTURER OR DESIGNER OF ANY ITEM(S), ALL OF WHICH ARE PROVIDED “**AS-IS**”. RPE MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS, OR GOOD PERFORMANCE). ALL SUCH WARRANTIES ARE WAIVED.
7. **Malfunctions and Exclusive Remedies:** You agree to immediately cease using any Item that experiences a “Malfunction” and immediately notify RPE. If the Malfunction did not result from your negligence or breach, RPE will, at its option: (i) repair the Item; (ii) provide a comparable item; or (iii) return the unused portion of the Rent and cancel this Contract. These remedies are exclusive.
8. **INDEMNITY AND LIABILITY WAIVER:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU:
 - (A) **ASSUME ALL RISK** of injury, electric shock, illness, theft, or damage arising in connection with the Items or services, whether or not your fault.
 - (B) **INDEMNIFY, DEFEND, AND HOLD HARMLESS RPE** and its affiliates, owners, agents, and employees (each, an “Indemnitee”) from all claims, losses, liabilities, and legal fees arising from the rental.



- **(C) WAIVE** all rights, remedies, and defenses available under the Uniform Commercial Code, as well as all indirect, incidental, consequential, special, or punitive damages.
9. **Site Care, Prohibitions, and Trailer Requirements:** You will keep the Site safe and secure, care for the Item at all times, keep it locked when not in use, and return it on time—complete, clean, and free of contamination (asbestos, beryllium, silica, pathogens)—properly fueled and lubricated.
- **Prohibitions:** You shall not use any Item while under the influence of any intoxicant (**including cannabis, cannabinoids, and alcohol, whether or not legal or medicinal**), or abuse, modify, or conceal the Item.
 - **Trailers:** Lessee agrees to inspect the trailer coupling, safety chains, tongue jack, tie-downs, and pins before leaving and maintain them securely. Lessor is not liable for damage to your vehicle bumpers or contents. Trailer taillights are required by law; if you do not allow us to connect them, you assume full responsibility.
10. **SAFETY WARNINGS:** THE RENTED ITEM(S) CAN BE DANGEROUS AND MUST BE USED WITH EXTREME CARE ONLY BY QUALIFIED, TRAINED, AND LICENSED ADULT OPERATORS WITHIN RATED CAPACITIES.
11. **Insurance Requirements:** You agree to maintain: (a) Liability insurance (\$1,000,000 minimum per occurrence); (b) Property damage/inland marine insurance for full replacement cost; (c) Workers' compensation; and (d) Hired auto liability (\$1,000,000) and physical damage insurance for any vehicles/trailers. Policies must name RPE as an additional insured and loss payee with subrogation waived.
12. **OPTIONAL LIMITED DAMAGE WAIVER (LDW):** If offered and paid for in advance, you will have no liability to us for 80% of the first \$5,000 of physical damage to Covered Items. You remain fully liable for:
- (a) Items not covered, or damage from transport, breach of contract, theft, or negligence (submerging, overloading).
 - (b) GPS/telematics, batteries, keys, glass, tires, tubes, tracks, booms, belts, and hoses.
 - (c) 20% of the first \$5,000, and all costs exceeding \$5,000 in the aggregate. LDW is not insurance.
13. **Liens and Adjustments:** This Contract represents the entire agreement. You agree to pay all taxes, tolls, and fines. RPE is entitled to recover attorneys' fees if it prevails in legal action. You grant RPE a lien on all real and personal property placed on or improved by the Rented Items. RPE may monitor items electronically via Telematics/GPS.
14. **Force Majeure and Payments:** RPE is excused from performance delays caused by Acts of God or events beyond its control. Past-due amounts bear interest at 18% per annum or the highest lawful rate. You authorize RPE to charge any credit/debit card provided up to 150% of the new replacement cost of the Item. This is a true operating lease. Digital and electronic signatures are deemed originals.
15. **Events of Default:** If you fail to pay timely, provide misleading info, become insolvent, or damage an item, you are in **DEFAULT**. RPE may immediately: (i) cancel the Term; (ii)



seek relief from stay; (iii) disable or repossess the Item without liability for trespass or crop/fauna damage; (iv) purchase replacement items; and/or (v) recover all associated damages, including rent for the entire term, overtime, and legal/collection fees.

16. **Governing Law and Binding Arbitration:** This Contract is governed by the laws of New Hampshire. Disputes shall, at RPE's option, be submitted to binding **ARBITRATION** via the American Arbitration Association. Civil actions must lie solely in federal or state courts in or nearest to Rockingham County, NH
17. **YOU HEREBY WAIVE:** (A) YOUR RIGHT(S), IF ANY, TO PARTICIPATE IN ANY CLASS, COLLECTIVE OR OTHER JOINT ACTION AGAINST RPE; AND (B) YOUR RIGHT TO TRIAL BY JURY.
18. **Criminal Warning:** A person who purposely obtains services which he or she knows are available only for compensation, by deception or threat, to avoid payment shall, if the services exceed \$900.00 in value, be imprisoned for not more than 10 years, or fined not more than \$5,000.00, or both. Otherwise, a violation is subject to up to 1 year imprisonment and/or a \$1,000.00 fine. See Vt. Stat. Ann. tit 13, § 2582 et seq.