

EQUIPMENT AGREEMENT

THIS EQUIPMENT AGREEMENT made this 25TH day of MAY 2021, between Vantage Equipment, LLC with principal office at 5985 Court Street Road, Syracuse, NY 13206 (herein after called "Owner") and ATA

Customer Number TOWN OF WOODBURY Name 3 COACH WILSON TRAIL, HIGHLAND MILLS N.Y. 10930 ORANGE Phone _____ (hereinafter called "User")
 Street Address _____ City _____ State _____ Zip-four _____ County _____

Owner agrees to RENT DEMO LOAN to User and User hereby accepts from Owner the following described equipment (hereinafter referred as "equipment").

JCB 3CX COMPACT WHEEL LOADER SERIAL # 2945336 (008565)
WITH BUCKETS THAT ARE ON UNIT, 6 IN 1 LOAD & BKT # 008565 B78 AND 12" EXCAVATING BKT

PLACE OF USE: This equipment will be used in ORANGE County NY State on TOWN PROPERTY Project

which place will not be changed without prior written consent of Owner. Failure to obtain the Owner's consent prior to relocating the equipment or failure to inform Owner of the location of the equipment upon demand constitutes a material breach of this Agreement entitling Owner to all remedies available pursuant to this Agreement and applicable law.

TRANSPORT: All units are F.O.B. Shipping Point. The User is responsible for hauling charges to the job sites and return of the equipment to a Vantage Equipment, LLC facility unless otherwise in writing.

TERMS OF RENTAL: This rental is for a MINIMUM term of _____ beginning on the date of delivery and continuing thereafter until the equipment is returned in a rentable operational condition at User's expense to Owner's location. Owner may, upon 15 days written notice to the User, terminate this Rental Agreement at any time after the minimum term has expired. User promises to pay Owner IN ADVANCE beginning with the date of delivery and every 28 days thereafter as follows:

At the end of said period, User shall return the equipment to Owner's location. If User fails to return the equipment on said date, User shall be deemed to have agreed to Rent said equipment for a minimum term of _____ beginning on said date and all terms herein relating to rental of equipment shall be applicable to such rental.

User Rental Rate (single shift) per period	\$ _____
Insurance Valuation \$ _____	
Insurance Agent: _____	Phone: _____
Mailing Address: _____	
Sales Tax: State \$ _____ Local \$ _____	Total Tax \$ _____
Total User Charges	\$ _____
Filing Charges (First Period only) - UCC-1, State of \$ _____	

ADDITIONAL RENT: User agrees that rental is based on use of the equipment for one shift per day, or not more than one hundred-sixty (160) hours per month, forty (40) hours per week, eight (8) hours per day unless otherwise specified. If equipment is operated in excess of _____, additional will be charged at a rate of \$ _____ per hour in excess. If user terminates this Agreement before expiration of the minimum term, User agrees to pay all rent due.

TERMS OF DEMO: User accepts, the following machinery for purpose of Demonstration without charge for a period of 2 days at the User's premises of work project.

NOTE:

- 1) Physical Damage Insurance Required by User: The User is required to insure this equipment with all attachments and accessories against all risks for an amount equal to the value stated above. The User shall instruct a duly authorized agent of the insurance company to furnish the Owner with a Certificate of Insurance naming the Owner in the loss payable clause and insuring the equipment for the full value against loss or damage by fire, extended coverage, theft, collision, vandalism, malicious destruction, and all other perils. Owner reserves the right to choose a claims adjusting firm who is familiar with the equipment. Owner reserves the right to make needed repairs to keep the unit rented without the User insurance adjuster actually looking at the damages. The User waives the right to joint check and authorizes the insurer to make payment directly to the Owner.
- 2) In event User is tax exempt, a New York state Exemption Certificate is on file , attached , or the direct pay permit is _____.
- 3) Payment is due per the terms stated on the invoice. A late charge of 1% per month (18% per annum) may be added for accounts in excess of thirty (30) days.
- 4) Oil and filter changes at manufacturer recommended intervals are the responsibility of the Customer as is routine maintenance and wear items such as bucket edges, teeth, etc. Unit must be returned in clean rentable and operational conditional. Damage and additional cleaning are the responsibility of the Customer.
- 5) Owner reserves the right to substitute a like piece of equipment at any time during the usage.

NO LIABILITY COVERAGE IS PROVIDED IN THIS AGREEMENT

USER HAS READ, UNDERSTANDS, AND ACKNOWLEDGES THAT THIS AGREEMENT IS ALSO SUBJECT TO THE TERMS AND CONDITION ON THE REVERSE SIDE HEREOF.

Accepted by Vantage Equipment, LLC	Credit Approved by:	User:		
Signature	Date	Authorized Signature:	Title	Date
Title	Date	Signature of Salesperson: <u>Peter D. [Signature]</u>		