

**Faris Construction Company**  
**STANDARD EQUIPMENT RENTAL AGREEMENT**  
**For Bare Equipment**

Agreement No. \_\_\_\_\_ Equipment Insurance By: \_\_\_ Rental Co. \_\_\_ Lessee Job No. \_\_\_\_\_

A.  Bare Rental, but Maintained by Rental Co. B.  Bare Rental and Maintained by Lessee C.  Lease Purchase

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, by and between

\_\_\_\_\_  
 (Name) (Address) (State) (Zip) "Rental Co.", and

Faris Construction Company 2180 El Camino Real, Suite 400 Oceanside, Ca 92054, "Lessee".

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Rental Co. hereby rents to Lessee the following described machinery and/or equipment (hereinafter called "Equipment") on the terms, conditions and rental charges specified below:

DESCRIPTION OF EQUIPMENT	RATE
_____	_____ per _____
_____	_____ per _____
_____	_____ per _____
_____	_____ per _____

(Continued on pages \_\_\_\_\_ attached)

2. Rental Co. shall deliver said Equipment to Lessee at \_\_\_\_\_ and pick-up said Equipment at within 48 hrs of request by Lessee.

3. The term of this Agreement shall commence on \_\_\_\_\_, \_\_\_\_\_ and terminate \_\_\_\_\_, \_\_\_\_\_ provided, however, such term may be further extended upon agreement of the parties.

4. The rental rate specified above shall include all costs of licensing and ownership, including all state, federal and/or local taxes applicable to said Equipment, and Rental Co. agrees to pay in full, and save harmless Lessee from and against any and all sales and/or use taxes applicable to or measured by the lease rentals hereunder, and any and all claims or liens by third parties arising out of the ownership of said Equipment and Rental Co.'s obligations under this Lease Agreement.

5. All Equipment will be in compliance with federal, state and local safety codes with all safety devices, such as back-up alarms and level indicators in perfect working order. All costs incurred to deliver and pick-up non-compliant equipment will be to the Rental Co.'s account. All costs so incurred to bring the Equipment within standards will be to the Rental Co.'s account.

6. Any loan or subletting of any of the Equipment or assignment of this Agreement by Lessee without the Rental Co.'s prior written permission shall be void.

7. If box A above is checked, at all times hereunder Rental Co. shall fully maintain and service said Equipment so as to keep said Equipment in full and proper mechanical working order and condition for Lessee's use, all at Rental Co.'s expense and without cost to Lessee. Rental Co. shall be fully responsible for all loss, destruction, damage, cost or expense to said Equipment from any cause whatsoever, excepting only such as may result solely from Lessee's negligent or willful acts or omissions.

8. The lease rentals provided for hereunder shall fully abate during any period of time said Equipment is inoperative due to Rental Co.'s failure to maintain or replace such Equipment as herein provided.

9. If Box B above is checked, at all times hereunder Lessee shall be responsible for all normal maintenance of said Equipment, and shall return said Equipment to Rental Co. or expiration of this Lease in as good condition as when initially leased, ordinary and reasonable wear and tear from Lessee's use thereof excepted.
10. The Rental Co. will be responsible for any major repair unless said repair was caused by negligent operation of the Equipment by the Lessee
11. If this is a Lease Purchase arrangement, the Lessee shall have the option to purchase said Equipment at any time during the period of this Lease under the following conditions:

DESCRIPTION OF EQUIPMENT	PERIOD	PERCENT APPLIED TO PURCHASE	PURCHASE PRICE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

interest rate, if applicable will be \_\_\_\_\_

15. The Lessee will not be required to pay rent during shut down periods beyond his control such as acts of God, acts of the public enemy, fires, floods, strikes, freight embargoes, etc.
16. If an Rental Co. lease form is attached as reference, the terms of this Agreement shall prevail in any conflicts.

**ADDITIONAL PROVISIONS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Lease on the date first above written.

RENTAL CO.

FARIS CONSTRUCTION COMPANY

\_\_\_\_\_

\_\_\_\_\_

BY

Title

BY

Title