

CONTRACT FOR TRACTOR RENTAL

CHS: Chuck Henry Sales, Inc.

525 N. Poplar

Solomon Ks 67480

785-655-9430 785-655-9460 FX

Caller Name: _____	Date Called _____
Customer Company Name: _____	
Address: _____	
Accounts Payable Contact: _____	
Phone: Work: ____/____/____	Home: ____/____/____
Cell: ____/____/____	Fax: ____/____/____
Phone: ____/____/____	

DAILY	WEEKLY	MONTHLY	TYPE OF LEASE
250.00	850.00	2500.00	<input type="checkbox"/> Day <input type="checkbox"/> Week <input type="checkbox"/> Month
			<i>Length of Lease</i> _____

Rate \$ _____

Ist d/w/m Rent \$ _____

County or City Code _____ *Rate* ____%

Tax \$ _____

Deposit \$ _____

1st Month Total Due \$ _____

Salesman: _____ *Payment Received by* _____

Physical Location: _____

Contact: _____
Phone: Work: ____/____/____
Home: ____/____/____
Cell: ____/____/____

Start Date of Lease: ____/____/____	End Date of Lease: ____/____/____
DEPOSIT RETURNED: \$ _____	SENT DATE : _____

DESCRIPTION OF TRACTOR TO BE LEASED:

YEAR: _____ MAKE: _____ MODEL: _____

SERIAL # _____ MILES : _____

CONDITION: _____

TIRES: SIZE _____ VIRGIN _____ CAPS _____

CONDITION OF TIRES: _____

PLEASE NOTE ANY DAMAGES TO EQUIPMENT PRIOR TO PICK-UP. CHECK FUEL & ALL GLASS

Customer USDOT # _____

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TERMS OF RENTAL

1. Hereinafter Chuck Henry Sales, Inc. shall be referred to as “CHS” and the Renter shall be referred to as “Customer”.
2. No Tractor will be reserved for Customer until this Agreement is completed and funds are received.
3. Any Tractor rented for less than a 3 month period is subject to sale without notice to Customer.
4. All Rentals will require a \$1,000.00 deposit which will be refunded within 1 week after the tractor is returned at the end of the rental term and our shop has reported tractor as being in the same condition as when term began (ordinary wear and tear is excepted). The deposit can not be applied to rent.
5. All rentals of a tractor will require AT LEAST one advance rent payment. Customer will REMAIN at least one payment in advance, with payments on weekly rentals due one week in advance and payments on monthly rentals due one month in advance. If Customer fails to pay rent in advance, CHS will pick up the equipment at Customer's expense. There will be no exceptions. If you feel you may be to busy to send check during use, pay in full now.
6. If on a monthly rental, rental payments shall be due on the fifteenth (15) day of each month of the rental term. Any payments not received when due shall be subject to a late charge of 10%. All unpaid amounts shall bear interest at the rate of 1% per month until paid in full. The finance charge will apply to all charges under this contract. And rental payments not received within seven (7) days of the date they are due shall constitute a default under this Agreement.
7. If Customer returns tractor before the end of the agreed term and has not paid CHS in full, Customer will forfeit deposit and remain responsible for all rent due throughout the remainder of the lease term, which shall become immediately due and payable.
8. Customer will be responsible for all costs and damages related to damage to the tractor, including but not limited to:
 - a) damage to vehicle tires, sidewall damage, and tire repair, other than normal wear and tear;
 - b) mired vehicles;
 - c) damage due to operation of a vehicle off a paved road;

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- d) damage to vehicle resulting from Customer's failure to check and maintain adequate fluid and lubricant levels;
 - e) damage or liability resulting from Customer's failure to properly maintain any trailer or special equipment not maintained by CHS under this Agreement;
 - f) all glass damage; and\or
 - g) excessive rock chips on undercoating.
9. Customer should always have mud flaps on tractor.
10. Upon termination of the lease term with respect to any vehicle, Customer will return such vehicle to CHS at CHS's place of business in the same condition and with the same accessories and components as when received by Customer, normal wear and tear excepted, during regular business hours.
11. Tractor shall be clean when returned or a \$65.00 fee will be deducted from deposit.
12. Tractor will be full of fuel when rented out and must be full upon return. If tractor is not full of fuel upon return there will be a \$25.00 Service Fee and the cost of the fuel for us to fill it up will be added to your bill.
13. Customer shall have all repairs made at a shop approved by the CHS, so that any and all remaining warranties remain in effect.
- a. General. Except as otherwise provided, Customer will furnish for each vehicle the following:
 - 1) All repairs including parts and labor, preventive maintenance, inspections and road service;
 - 2) All necessary tires, antifreeze, oil and lubricants, and tire repairs will be at the Customer's expense.
 - b. Scheduled Services: Customer agrees to make available and deliver the tractor to a facility designated by CHS when notified by CHS that services are required. CHS will not be required to provide substitute vehicles during periods of scheduled services.
 - c. Unauthorized Repairs: Customer will promptly report, on forms provided by CHS, all problems regarding the operation of the tractor. Customer, its drivers, agents and employees will not attempt to make any repairs, adjustments or modifications to any vehicle, and Customer will be responsible for any damages resulting from unauthorized repairs, adjustments or modifications. Emergency road repairs over \$25 must be approved in advance by CHS.

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14. **Vehicle Insurance:** Prior to and throughout the term of this Agreement, Customer covenants and agrees to procure and maintain physical damage insurance coverage on the tractor and any attached trailers, in the amount of not less than \$1,000,000.00 per occurrence, naming CHS as an additional named insured under such policy or policies of insurance. In addition, such policy or policies of automobile insurance shall provide that the definition of “insured contract” shall be amended, if necessary, to include “that part of any contract or agreement entered into as part of Customer’s business that pertains to the rental or lease, by any of Customer’s employees of any motor vehicle.” Customer shall provide evidence to CHS that the insurance required has been obtained and remains in full force and effect throughout the term of this Agreement.

15. **Liability Insurance:** Prior to and throughout the term of this Agreement, Customer covenants and agrees to procure and maintain auto liability insurance coverage with a minimum \$1,000,000.00 combined single limit and physical damage coverage in the amount of no less than the value of the tractor. Such insurance shall name CHS as an “additional insured.” Customer shall provide evidence to CHS that the insurance required by this sub-paragraph has been obtained and remains in full force and effect throughout the term of this agreement.

16. Customer will keep track of all miles run in each state and turn in a copy of all fuel tickets for IFTA report. If CHS does not receive fuel tickets, CHS will charge \$.15 for all miles accumulated. CHS will give to you a trip report to fill out and if Customer uses bulk fuel (Road Fuel), Customer will need to note the gallons and initial each fill up.

17. **Registration, Permits and Taxes:**
 - a. **Registration.** When CHS provides registration, CHS will supply all base plates, proration and reciprocity permits required by law for those states.

 - b. **Fuel Tax Reporting.** When CHS provides fuel tax reporting, CHS will supply fuel tax permits for Customer, prepare and file fuel tax returns, and pay the fuel taxes required by law. CHS will also report and remit third structure taxes on behalf of Customer, and will bill Customer as they are incurred. Customer will provide CHS weekly with all trip reports, original fuel tickets or invoices, toll road and ton mile tax receipts, and any other records necessary for completion of returns. Customer will reimburse CHS if mileage driven in the respective states results in additional fuel tax liability; similar credits will be passed on to Customer. Customer will also reimburse CHS for any additional penalties and interest as a result of Customer's failure to provide accurate and timely information. Customer will be charged a rate per mile for each mile not reported on a trip report.

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- c. Tax Allowances. CHS will always pay Federal Highway Use Tax and bill Customer. CHS will pay personal property, ad valorem and excise taxes.
- d. Other Taxes. Customer will be responsible for any special licenses, permits or taxes which are not provided for above and which may be required by the business of Customer, including but not limited to occupational license fees, use fees, highway or bridge tolls, sales or privilege taxes, overweight and overlength permits, and gross receipt taxes.
- e. Temporary Fuel Permits. Customer will reimburse CHS for the cost of all temporary fuel permits obtained on the Customer's behalf.
- f. Liens. CHS will have the right to pay any fines or discharge any liens or encumbrances asserted against a vehicle resulting from Customer's failure to pay any assessment or charge for licenses, permits or taxes for which the Customer is responsible under this Agreement and Customer will reimburse CHS for such payments.

18. Use of Tractors:

- a. Business Purposes. Customer agrees that the tractor is leased and will be used primarily for business and commercial purposes and not primarily for personal, household, agricultural or passenger carrying purposes.
- b. Operation and Drivers. Customer agrees that the tractor will be operated by safe and careful drivers, properly licensed, at least 21 years of age, who will be deemed to be the Customer's agents under the Customer's direction and control. Customer will not permit the tractor to be operated by a driver under the influence of alcohol or drugs. Customer will provide CHS with a full list of its drivers authorized to operate the tractor and will give written notice to CHS of any change of drivers within thirty days of each change. CHS may investigate each driver's record and make recommendations as to the driver's fitness. CHS may request the removal of any driver by specifying justifiable cause and Customer will remove that driver immediately. If Customer fails to remove the driver: (1) Customer will be responsible for any loss or expense and will indemnify and hold CHS harmless from any claims, demands, or liabilities resulting from the operation of the vehicle by such driver. (2) After thirty days written notice, CHS may, at its option (i) increase the charge for either liability or physical damage insurance coverage or increase the deductible provisions for physical damage where insurance coverage is provided by CHS; or (ii) terminate any insurance coverage provided by CHS; or (iii) terminate this Agreement for default.

- 19. Overloading: Customer will not overload the tractor in excess of GCW/GVW indicated and will pay for towing service, all damages and fines resulting from

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overloading. CHS may request and Customer agrees to furnish payload weight documentation.

20. Observance of Laws: Customer agrees not to permit the tractor to be used in violation of any federal, state or municipal laws or ordinances and Customer will hold CHS harmless from all fines, claims, forfeitures or penalties arising from these violations. In the event tractor is impounded as a result of a violation, Customer will continue to pay all charges. If there are changes in any laws requiring the installation of additional equipment or accessories or modification of the tractor, CHS will comply with these requirements and Customer will pay for all costs incurred. Customer agrees that the tractor will not be used for any unlawful purpose, for transportation of persons, or for transportation of property for hire unless authorized by law.
21. CHS will not provide vehicle storage.
22. Default: The occurrence of any of the following shall constitute an event of default:
 - (a) Failure of Customer to pay any charges due or to perform any of the terms or conditions required of Customer under this Agreement and such failure continues for a period of five days after written notice from CHS;
 - (b) Customer (1) becomes insolvent or bankrupt; (2) is unable to pay its obligations as they mature; (3) suffers dissolution or termination of its existence or the disposition of all or a substantial portion of its assets; (4) makes an assignment for the benefit of creditors; (5) makes application for appointment of a receiver of Customer or any of Customer's property; (6) files, or has filed against it, a petition in any proceeding in bankruptcy or for reorganization, composition, arrangement or liquidation.

Upon the occurrence of an event of default, CHS may, without notice, exercise one or more of the following remedies: (i) take possession of the tractor, and retain said tractor until the event of default is cured, without such actions being deemed a termination of this Agreement and without prejudice to any other rights of CHS, and Customer will continue to be liable for all payments and charges due under this Agreement during the period of CHS's retention; (ii) terminate this Agreement and take possession of the tractor, and Customer will be liable for all charges and payments accruing to the date of termination and damages including but not limited to those set out elsewhere herein, and/or to exercise any other right or remedy available under applicable law to enforce the terms of this Agreement or recover damages for the breach of any of the terms of this Agreement.

23. Customer will be responsible to CHS for and will indemnify and hold CHS harmless from all damages, liabilities and claims resulting from the rental of the tractor in question and/or from Customer's breach of any of the terms of this Agreement, including but not limited to pecuniary damages, punitive damages, attorneys fees and collection costs.

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24. CHS will not be liable for failure to supply the tractor, repair any disabled tractor or otherwise perform the terms of this Agreement if the failure results from fire, riot, strike, other labor troubles, Acts of God, and acts of government, war or any other cause beyond CHS's control. If Customer is required to secure another tractor during that period, CHS will not be liable for charges incurred by Customer for Customer's tractor. In any event, CHS will not be liable to Customer or any third party for loss of driver's time, loss or interruption of or damage to business or profits, or for other damages of any nature caused by interruption in service or availability of any vehicle provided by CHS under this Agreement.
- 25. EXCEPT AS OTHERWISE PROVIDED BY THIS AGREEMENT, CHS MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE VEHICLES, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, TO THE EXTENT THAT THE SAME MAY BE DISCLAIMED BY APPLICABLE LAW. FURTHER AND TO THE EXTENT DISCLAIMABLE BY APPLICABLE LAW, CHS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR OF THE AGREEMENT BY CHS.**
26. CHS will have the right to finance the tractor covered by this Agreement by placing a security interest on the tractor, by assigning any of its rights under this Agreement (but not its obligations) or by leasing the tractor. Customer will recognize any such security agreements, assignments or leases and will not assert against the financing party any defense, counterclaim or setoff that Customer may have against CHS.
27. This Agreement is a lease only and Customer acquires no title or ownership rights to any tractor. This Agreement makes up the entire agreement between the parties and may be modified only in writing signed by duly authorized representatives of both parties. This Agreement is binding on the parties, their successors, legal representatives and assigns. CHS may, without Customer's consent, assign this Agreement, but Customer shall have no right to assign, sublet, transfer, encumber or convey this Agreement or the tractor without the prior written consent of CHS. Any titles of the various paragraphs are solely for convenience of the parties and will not be used to explain, modify, amplify or aid in interpretation of the terms. Failure of CHS to declare any default or exercise any right under this Agreement will not waive the default and CHS will have the right at any time to declare that default and take any action permitted by law. Any provision of this Agreement prohibited by law will be deemed amended to conform to such law without in any way invalidating or affecting the remaining provisions. This Agreement will be deemed to have been made in and will be construed in accordance only with the laws of the State of Kansas regardless of any applicable choice law standards. Further, the District Court of Dickinson County, Kansas or the applicable federal District Court of Kansas shall have the sole jurisdiction and be the only appropriate

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venues and forums for any disputes involving or in any way related to this Agreement.

28. Any notice required to be given to either party will be written and sent to CHS or Customer addresses shown on page one, by either registered or certified mail. A copy of notices to CHS will be sent to Chuck Henry Sales, Inc., 525 N. Poplar, Solomon, Kansas 67480. These addresses may be changed by notice.
29. Every provision of this Agreement is intended to be severable; if any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remaining provisions of this Agreement. Further, the terms of this Agreement are deemed to be the terms of both parties hereto and not subject to strict construction against either party.
30. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and will not become effective and binding upon the CHS until accepted and executed by CHS's authorized representative at CHS's general offices at 525 N. Poplar St. Solomon Kansas 67480.

Date of Agreement _____

Customer: _____

CHS: _____

By: _____

By: _____

Name & Title: _____

Name & Title: _____

Printed or Typed : _____

GUARANTY

By their execution below, jointly and severally, for himself/herself and their respective legal representatives, heirs, successors and assigns, guarantees to Chuck Henry Sales, Inc. the prompt payment when due as set forth above such amounts under this Agreement which are or will become due and owing to Chuck Henry Sales, Inc.

Customer _____

Individually and not as a Corporate Office

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YOU, THE LESSEE, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

The Notice of Cancellation attached hereto is incorporated by reference. In addition, said Notice of Cancellation and the language set forth above applies only to the extent that said customer is a consumer as defined by the Kansas Consumer Protection Act or similar statutory enactment.

Customer _____

Date: _____

By _____ Title _____

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NOTICE OF CANCELLATION

(Enter date of transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO CHUCK HENRY SALES, INC. AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY PROPERTY DELIVERED TO YOU UNDER THIS CONTRACT; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF CHUCK HENRY SALES, INC. REGARDING THE RETURN SHIPMENT OF THE PROPERTY AT CHUCK HENRY SALES, INC.'S EXPENSE AND RISK.

IF YOU DO MAKE THE PROPERTY AVAILABLE TO CHUCK HENRY SALES, INC., AND IF CHUCK HENRY SALES, INC. DOES NOT PICK SUCH PROPERTY UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE PROPERTY WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE PROPERTY AVAILABLE TO CHUCK HENRY SALES, INC., OR IF YOU AGREE TO RETURN THE PROPERTY TO CHUCK HENRY SALES, INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO CHUCK HENRY SALES, INC. AT 525 N POPLAR, SOLOMON, KANSAS 67480 NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)