



BRANCH A27  
44691 STATE ROUTE 14  
COLUMBIANA OH 44408  
330-482-1100

# EQUIPMENT SALE AGREEMENT/INVOICE

# 190178532-001

Customer # : 4804105  
Invoice Date : 01/26/21 10:21 AM

UR Job Loc : 6000 MAHONING AVE ST  
UR Job # : 1  
Customer Job ID:  
P.O. # : CREDIT CARD  
Ordered By : ANDREW KITCHENS  
Written By : AMY HARRIS  
Salesperson : MICHAEL CANNON

Job Site

AJK SITE  
6000 MAHONING AVE STE 520  
AUSTINTOWN OH 44515-2240

Office: 330-558-1472 Cell: 330-553-1472

AJK SERVICES LLC  
351 HAYES AVE  
MC DONALD OH 44437-1913

Invoice Amount: \$.00

Terms: Due Upon Receipt  
Payment options: Contact our credit office 888-481-2660  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

Qty	Equipment #	Price	Amount		
1	10192457 CC: 300-2000 SCISSOR LIFT 19' ELECTRIC Make: GENIE Model: GS-1930 Model Year: 13 HR OUT: 211.500 ABOVE EQUIPMENT WAS PURCHASED WITH AERIAL/OTHER-12MONTHS/1600HRS.	4800.00	4800.00		
SALES ITEMS:					
Qty	Item number	Stock class	Unit	Price	Amount
1	UNITED GUARD UNITED GUARD SERVICE CONTRACT UM: (EA) EACH	MCI	EA	672.00	672.00
	DELIVERY CHARGE				100.00

## PAYMENT HISTORY

DATE	TYPE	REF #	AUTH #	TRANS TYPE	AMOUNT	APPLIED
1/25/21	MASTERCARD	**2799	08573Z	AUTH USED		
1/26/21	MASTERCARD	**2799	08573Z	CHARGED	5975.97	
					Sub-total:	5572.00
					Tax:	403.97
					Total:	5975.97
					Balance paid:	5975.97

CONTACT: ANDREW KITCHENS  
CELL#: 330-553-1472

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)  
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #  
IN ORDER TO CLOSE THIS CONTRACT

Upon receipt of this equipment, it is the purchasers responsibility  
to (1) contact the manufacturer for documentation regarding  
equipment maintenance and use, and (2) ensure that the equipment  
meets the manufacturer's maintenance and operating specifications  
and all regulatory safety requirements, prior to placing in service.

EFFECTIVE JANUARY 1, 2021 AND WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 1.8%  
FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT  
RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX IN SOME JURISDICTIONS.

## READ BEFORE SIGNING:

(1) BY SIGNING THIS EQUIPMENT SALE AGREEMENT/INVOICE, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS  
AGREEMENT (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER, AND (3) IS FULLY FAMILIAR WITH THE OPERATION AND USE  
OF THE EQUIPMENT.

DocuSigned by:  
X Andrew Kitchens 1/27/2021

Andrew Kitchens

CUSTOMER SIGNATURE

DATE

CUSTOMER NAME PRINTED

UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE

**1. DEFINITIONS.**

"Carrier" means a third party delivery service which delivers the Equipment to Customer. "Customer" means the person or entity identified as such on the front page of this Sales Agreement, including any representative, agent, officer or employee of Customer. "Equipment" means any one or more of the items identified as such on the front page of this Sales Agreement, and shall include any accessories, attachments or other similar items sold to Customer, such as air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. "Store Location" means the United address in the upper left hand corner on the front page of this Sales Agreement. "United" means the corporate subsidiary of United Rentals, Inc. that is identified on the front page of this Sales Agreement from whom the Customer has purchased the Equipment. "Vendor" means a Customer from whom United has purchased, is currently purchasing, or will purchase equipment, supplies or other items.

**2. AUTHORITY TO SIGN.**

Any individual signing this Sales Agreement represents and warrants that he or she is of legal age, and has the authority and power to sign this Sales Agreement on their own behalf or for the Customer.

**3. TERMS OF PAYMENT.**

All amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Without limiting United's other rights, late payments accrue interest, payable by Customer on United's demand, at the lesser of 2% per month (24% per annum) or the highest rate permitted by law. Customer agrees to pay all collection costs, attorneys fees and court costs incurred by United to enforce the terms and conditions of this Sales Agreement.

**4. SECURITY INTEREST.**

Customer hereby grants to United a security interest in the Equipment and the proceeds of the Equipment to secure the prompt payment and performance of Customer's purchase price and other obligations. Customer authorizes United to file financing statements to perfect this security interest. If Customer does not timely satisfy Customer's payment and other obligations, United will have all rights and remedies that Article 9 of the Uniform Commercial Code, or similar provisions of any applicable state law, provide to a secured party. Customer also grants to United all such rights and waivers that a debtor may, under Article 9 or such other law, make available to a secured creditor by express agreement or waiver. Customer agrees to pay United all costs which United may incur in the repossession and disposition of the Equipment, including United's attorneys fees.

**5. USE AND MAINTENANCE.**

Customer has had the opportunity to contact the manufacturer for documentation regarding the use and maintenance of the Equipment and regular safety requirements, and to determine whether the Equipment meets the manufacturer's maintenance and operating requirements. Customer will in all events contact the manufacturer before Customer places the Equipment into service.

**6. DISCLAIMER OF WARRANTIES.**

Unless United indicates otherwise on the front page of this Sales Agreement, the Equipment is used and was previously rented out by United to numerous persons. Whether or not the Equipment is used, it is being sold by United "AS IS", WITH ALL FAULTS. If the Equipment is new, United will, to the extent permitted by the manufacturer of the Equipment, pass on to Customer warranties made by such Equipment manufacturer. Except where prohibited by state law, United makes no representation or warranty on any matter whatsoever. Except as aforesaid, ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. Any oral or other statements that United's employees may have made regarding the Equipment do not constitute warranties, are disclaimed by United, and shall not be relied upon by the Customer. Except where prohibited by state law, Customer waives and releases United of and from all obligations, liabilities, rights, claims and remedies, in tort or otherwise relating to the Equipment or this sale, whether arising out of the use, possession, operation, sale, lease, assembly or disassembly of the Equipment, or out of United's negligence or strict or product liability, or otherwise.

**7. INDEMNITY / HOLD HARMLESS.**

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD UNITED, AND ANY OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY, OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE OPERATION, USE, POSSESSION OR SALE OF THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST UNITED BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY UNITED FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF UNITED. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE CONTRACT

**8. DELIVERY**

(a) Customer Picks Up Equipment. In the event Customer picks up any item of Equipment at a Store Location, Customer shall be deemed to have inspected and accepted each item of Equipment at the time of pick up and risk of loss and title to the Equipment shall pass to Customer at such time.

(b) United Rentals Delivers Equipment to Customer. In the event United delivers the Equipment to a location designated by Customer, Customer shall sign such documents as required by United evidencing that the items of Equipment have been delivered to and accepted by Customer. Risk of loss and title to the Equipment shall pass to Customer upon delivery. Customer shall pay all costs of shipping.

(c) Carrier Delivers Equipment to Customer. In the event a Carrier is utilized to deliver Equipment to Customer, Customer shall sign such documents as required by United and/or Carrier evidencing that the items of Equipment have been delivered and accepted by Customer. Risk of loss and title to the Equipment shall pass to Customer upon delivery of the Equipment to Carrier. Customer shall pay all costs of shipping.

**9. CUSTOMER/VENDOR ACKNOWLEDGEMENT**

Vendor acknowledges and agrees that even though United may have purchased or may purchase equipment and other items from Vendor prior to or subsequent to the transaction set forth herein, such purchases of equipment and other items by United have not formed any part of the consideration for the purchase of the Equipment hereunder. Customer acknowledges that the price for each item of Equipment and other items set forth on the front of this Sales Agreement has been negotiated at arms length and in good faith.

**10. OTHER PROVISIONS.**

This Sales Agreement sets forth the entire understanding of United and Customer with respect to the Equipment and the sale of the Equipment, supersedes all prior agreements, and cannot be changed or terminated orally. This Sales Agreement shall be binding on United only if a duly authorized signatory has signed it. The federal and state courts in the county where the sale of Equipment was made under this Sales Agreement shall have exclusive jurisdiction over all matters relating to this Sales Agreement and the sale of the Equipment. TRIAL BY JURY IS WAIVED.

**11.** Customer acknowledges that the Equipment is subject to U.S. export and sanctions laws and regulations, including, but not limited to, the U.S. Export Administration Regulations, 15 C.F.R. parts 730-799, Iranian Transaction Regulations, 31 C.F.R. part 560, Sudanese Sanctions Regulations, 31 C.F.R. part 538, and the Syria Sanctions Regulations, 31 C.F.R. part 542. Customer agrees to comply with applicable re-export, transfer, end-user, and end-use prohibitions and licensing requirements under such U.S. export and sanctions laws and regulations. United is not required to perform any action under this Sales Agreement if such action is contrary to U.S. law or a directive, order, regulation, or license issued by the United States Government.



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PO BOX 100711  
ATLANTA GA 30384-0711

Qty	Equipment #	Price	Amount
*****			
* DELIVERY ACKNOWLEDGEMENT *			
* DocuSigned by: *			
* Received By : <u>Andrew Kitchens</u> Date: <u>1/27/2021</u> *			
* Signature *			
* B787E073FAD44A9... *			
* Andrew Kitchens *			
* Printed Name *			
* Delivered By: _____ Date: _____ *			
* Signature *			
*****			