

GENERAL TERMS AND CONDITIONS

1. **Definitions.** "Agreement" means all terms and conditions found in this document and the Rental Agreement you have signed. "You" or "your" means the person identified as the renter or any person signing the Agreement, and authorized driver and any person or organization to whom charges are billed to by us at the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means UTAH MACHINE RENTALS herein after referred to as UMR.

2. **Rental, Indemnity and Warranties.** This is a contract for the rental of equipment and any accessories used with the equipment and/or trailers used for the equipment for the time period specified. "Equipment" shall include all machines rented, all accessories rented in relation to the equipment, and any trailer used for the equipment. We may repossess either at your expense without notice to you, if the equipment is abandoned or sued in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of this rental agreement and your use of the equipment, including personal injury to you and/or your passengers. We make no warranties, express, implied or apparent, regarding the equipment.

3. **Conditions and Return of Equipment.** You must return the Equipment to the agreed upon location, on the date and time specified on the Agreement and in the same condition that you received it, except for ordinary wear. If the Equipment is returned after the agreed upon date and time, you remain responsible for the loss of, and any damage to the Equipment until we inspect it. Service to the Equipment or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels. You agree that the fuel level will be equal upon return as to departure or a \$5.00 per gallon fuel charge will incur and be charged to your credit card.

4. **Responsibility for Damage or Loss to the Equipment and Trailer.** You are responsible for **ALL** damage to the Equipment, including damage caused by your operation of the machine, weather, acts of God or terrain conditions, excluding normal wear and tear and the limited damages identified in the Damage Waiver – if the Damage Waiver has been purchased. You are responsible for the cost of repair or the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if UMR elects not to repair it, whether or not you are at fault. You are responsible for theft of the Equipment, loss of use, diminished value of the Equipment caused by damage to it or repair of it, and a reasonable charge to cover our administrative expenses connected with any damage claim, whether or not you are at fault. You must report accidents or incidents of theft and vandalism to us and the police as soon as you discover them. You have rented the Equipment for a specific time period. Should damage occur during that time period, you are not entitled to additional time due to damage occurring to the Equipment while in your custody or care.

5. **Limited Damage Waiver.** You may purchase a limited damage waiver from UMR at the cost of 12% of the cost of the rental or \$25, whichever is greater. Damages shall be assessed by UMR and the waiver applied at the sole discretion of UMR. The limited damage waiver covers damages as described in the subparagraphs of this paragraph 5, including the following:

- a. **Trailers.** Damaged tires, wires, chains, brake disconnect cables, and lenses on lights.
- b. **ATVs/UTVs.** Flat tires, loose plastic coverings, missing fasteners or other hardware that has come loose from use, damaged lenses on lights, missing or broken flags, peeling decals, missing keys, and dead batteries.
- c. **Watercraft.** Same as trailer components. Also, chips and scratches in the gel coat or finished /painted fiberglass. Damaged areas must be smaller than a quarter. Frayed tow ropes. Minor scuffs, scratches, or chips on wakeboards, surfboards, kneeboards, or other similar equipment. Frayed stitching to tube canvas and neoprene, canvas watercraft covers. Tightening (but not replacement) of parts that have become loose due to the vibrations caused by transportation or use, including mirrors, hoods, towers, or decals. Missing keys and dead batteries.
- d. **Motorhome.** Cabinets, hardware, and doors that have become loose due to use. Missing hardware, fasteners, and keys. Peeled decals, dead batteries, and improper cleanout of grey and black water storage tanks.
- e. **Excavators, Skidsteers, Tractors.** Severed, loose, and damaged hydraulic lines. Loose fittings. Missing hardware and fasteners. Displaced tracks. Dead batteries. Missing keys. Minor scratches and dents to the frame and body. Broken/cracked lights and lenses.

6. **Insurance. You are responsible for all damage to the Equipment or loss you cause to others.** Utah Machine Rentals does not provide insurance to cover your responsibility. You may provide liability, collision and comprehensive insurance covering you, us, and the Equipment. Your insurance is primary to any insurance that we may provide. If we are required by law to provide liability insurance, we will provide a liability insurance policy that is excess to any other available and collectible insurance whether primary, excess or contingent. The policy will provide liability coverage with limits no higher than the minimum financial amounts required by the state whose laws apply to the loss. You and we reject personal injury protection, medical payments, no-fault, uninsured and under-insured coverage, where permitted by law.

7. **Charges.** You will pay us on demand all charges due under this Agreement, including: (a) time for the period during that you keep the Equipment; (b) fuel, if you return the Equipment with less fuel than when rented; (c) applicable taxes; (d) all parking, traffic and toll fines, penalties, forfeitures, court costs, towing, storage and impound charges and other expenses involving the Equipment assessed against us or the Equipment; (e) all expenses we incur in locating and recovering the Equipment if you fail to return it or if we elect to repossess the Equipment under the terms of this Agreement; (f) all costs, including pre and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (g) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; (h) \$50 or the maximum amount permitted by law, whether is greater, if you pay us with a check returned unpaid for any reason; (i) and a reasonable fee to clean each piece of Equipment if returned substantially less clean than when rented.

8. **Security Deposit.** You will provide a _____ security deposit for each piece of Equipment rented. Security deposits will be charged to your credit card at the time of reservation. We may use your security deposit and bill your credit card to pay any amounts owed to us

under this Agreement. Your deposit will be returned to the original credit card on file, less damage, late and cleaning fees, within 14 days of the return date.

9. Refunds. Deposits are non-refundable with the exception of cancellations made by UMR or unavailability of equipment. Cancellations resulting from bad weather are non-refundable. All payments become non-refundable 21 days or less from your rental start date.

10. Equipment Operation Instructions. You agree that you have received and understand all operation instructions.

11. Limitations of Use. With respect to the operation of the Equipment during the rental period, you agree, represent, and warrant the following:

- a. That under U.S. Federal Law, it is illegal to discharge anything into the water and that you are responsible for the penalties and fines for doing such.
- b. That no person other than driver/operator shall operate the Equipment unless such person is listed as an additional authorized driver/operator on the rental agreement.
- c. That no dogs, cats or other pets shall be taken aboard the Equipment.
- d. That you shall not operate the Equipment in a willful disregard for the safety of the persons or property in a manner that might endanger the life or limb of any person or any property.
- e. That you shall not fasten the Equipment to any navigation marker or buoy, except in an emergency and shall not operate the Equipment in any manner which shall unreasonably constitute a navigational hazard.
- f. That all passengers and operators will wear safety equipment, including for boats and other water vehicles, a personal flotation device, and for atvs/utvs/dirt bikes, helmets, while operating or riding on the Equipment and obey all wake zone or road speed limits and other appropriate local laws.
- g. That you shall use the Equipment solely for the purpose for which it is intended, that said Equipment is to be used solely by the Renter or those expressly designated on this Agreement, that said Equipment will be operated only by competent persons and shall not be used beyond its normal capacity. When equipment is not in use, it will be kept in a protected area.

12. Your Property. You release us, our agents and employees from all claims for loss of, or damage to your personal property or that of any other person, that we received or stored that was left or carried on the Equipment or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

13. Breach of Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.

14. Modifications. No term of this Agreement can be waived or modified except by a writing that we have both signed and executed. If you wish to extend the rental period, you must return the Equipment to our rental office or UMR representative for inspection by us on the due-in date and time specific by this Agreement or make other agreed upon arrangements verbally with us. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

15. Miscellaneous. A waiver by us of any breach of this Agreement is not a waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of this Agreement. Unless prohibited by law, you release us from any liability for consequential or punitive damages in connection with this rental of the Equipment. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

16. Warranty. Renter acknowledges that each item of equipment is of a size, design and capacity selected by Renter and that the same is suitable for Renter's intended purposes. UMR'S SOLE AND EXCLUSIVE WARRANTY IS AS FOLLOWS: UMR WARRANTS TO RENTER THAT THE EQUIPMENT COVERED BY THIS LEASE WILL BE DELIVERED TO RENTER FREE FROM DEFECTS IN MATERIAL, AND WORKMANSHIP WHEN USED UNDER THE PROPER AND NORMAL CONDITIONS. SHOULD ANY FAILURE TO CONFORM TO THE ABOVE SOLE AND EXCLUSIVE WARRANTY APPEAR DURING THE TERM OF THIS LEASE AND PROVIDED NO SUCH DEFECTS ARE IN ANY WAY ATTRIBUTABLE TO THE FAULT OF RENTER, UMR WILL REPAIR OR REPLACE THE EQUIPMENT AT UMR'S OPTION. THE FOREGOING WARRANTY SHALL NOT APPLY TO DAMAGE OR DEFECTS CAUSED BY ORDINARY WEAR AND TEAR AND IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY ON MERCHANTABILITY OF FITNESS FOR PURPOSE). THE REMEDIES UNDER THIS WARRANTY ARE EXCLUSIVE AND UMR NEITHER ASSUMES NOR AUTHORIZES ANYONE ELSE TO ASSUME FOR IT ANY OTHER OBLIGATION. THE ABOVE SOLE AND EXCLUSIVE WARRANTY SHALL CONSTITUTE RENTER'S SOLE REMEDY AND THE SOLE LIABILITY OF UMR UNDER ANY LEGAL THEORY OR THEORIES WHATSOEVER INCLUDING WITHOUT LIMITATION UNDER WARRANTY, TORT, FRAUD OR CONTRACT LEGAL THEORY. THE SOLE AND EXCLUSIVE WARRANTY DOES NOT INCLUDE REIMBURSEMENT FOR THE EXPENSES OF LABOR, TRANSPORTATION, INSTALLATION, REMOVAL, FROM THE LINE OR ANY OTHER EXPENSES WHICH MAY BE INCURRED BY RENTER. IN NO EVENT, SHALL UMR BE LIABLE FOR ANY PENALTY OR FOR ANY SPECIAL LIQUIDATED, INDIRECT OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO LOST PROFITS OR REVENUES. TIME LOST OR ANY OTHER DAMAGE OR INJURY SUFFERED BY RENTER OR ANY OTHER PERSON WHILE THE EQUIPMENT IS INOPERABLE FOR ANY REASON AND NO DEDUCTIONS SHALL BE MADE FROM RENTAL PAYMENT THEREFOR. THE RECEIPT AND ACCEPTANCE BY THE RENTER OF THE EQUIPMENT SHALL CONSTITUTE ACKNOWLEDGEMENT THAT THE EQUIPMENT IS IN GOOD, SAFE AND SERVICEABLE CONDITIONS, AND FIT FOR USE, UNLESS RENTER MAKES A CLAIM TO THE CONTRARY TO UMR UPON RECEIPT OF THE EQUIPMENT.

17. Collections. In the event payment under this agreement is not made at the time and in the manner required, I agree to pay all costs of collection, including attorney fees, court costs, including charges and collection agency fee which would be 50% of the balance assigned, with or without suit.

Equipment and Trailer Rental Agreement and Damage Disclosure

Rentals must be filled with the designated type of fuel for the Equipment rented before returning Equipment or you will be charged \$5.00 a gallon for fuel.

Renter acknowledges their complete financial responsibility for any and all damages that occur to the machine during the time and date rented out until the Equipment and trailer are returned and checked over completely by an authorized employee to UMR in satisfactory condition, excluding normal wear and tear, and/or damages covered by the Limited Damage Waiver (if purchased by Renter). Renter understands that if any part on the Equipment is damaged, Renter must pay for it to be replaced with brand new factory parts. Renter understands that any tampering with any part of the rented Equipment is completely prohibited. If any tampering is found to be done to rented Equipment during rental period whether you did it or not, you are completely responsible. Renter understand that they are completely liable for the theft of any and or all Equipment and trailers, receiver hitches, tie downs, life jackets and or any parts stolen from the Equipment and trailer including the Equipment and trailers themselves or any other items rented from UMR during the rental period. Rental period is defined as being from the time the renter takes possession of the Equipment to the time the Equipment is checked in by a UMR representative, not when dropped off.

Renter agrees to pay \$115 per hour in labor charges and suggested retail on brand new factory replacement parts if any damage occurs during rental period. Renter agrees to pay \$150 per hour for towing and recovery services. UMR does not straighten or weld any damaged parts, or replace any damaged parts with used parts. If any plastic or fiberglass part has any crack any size the part must be replaced with a brand-new factory part. Renter authorizes UMR to use the credit card deposit towards any repairs necessary to restore the equipment back to the condition it was in at the time Renter took possession of the Equipment. Renter understands that the damages to the Equipment can be more than the deposit and agrees to pay for the total repair cost of parts and labor. If one or more of the machines has damages exceeding the value of that machine, Renter will be required to purchase that vehicle for high blue book value at the time the Equipment or trailer is damaged. Renter also understands that they may be charged for any down time incurred with the loss of rental income while waiting for repair or parts to be ordered and installed.

All damages must be paid for immediately by Renter.

Renter agrees that all authorized drivers of the rented Equipment be at least 18 years of age minimum. Renter agrees that all drivers will wear appropriate helmets, gear, and/or life vests (as appropriate for the Equipment used) at all times. Renter understands, accepts and assumes all responsibility for any person riding the listed Equipment. Renter hereby releases UMR of any financial liability or any other type of responsibility of liability for any injuries or accidents that occur during rental period. Renter agrees to stay on marked water ways or approved atv pathways or roads appropriate for the vehicle at all times and will not litter at any time. Renter understands that they are completely responsible for any tickets or citations received during the rental period. Renter agrees that all drivers of the rented Equipment and trailer will drive in a safe responsible manner and obey all rules.

Recreational Activity Release of Liability, Wavier of Claims, Express Assumptions Of Risks and Indemnity Agreement

Express Assumptions of Risk Associated with Recreational Activities:

Renter does hereby affirm and acknowledge that they have been fully informed of the inherent hazards and risks associated with the recreational activity generally describe as operating and transporting watercraft, atvs/utvs, and/or construction equipment (tractors, skidsteers, etc.). Inherent hazards and risks included but are not limited to the following:

1. Risk of injury from the equipment is significant including the potential for permanent disability and death to renter.
2. Possible equipment failure and/or malfunction of my own or other's equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, heat, hypothermia, impact of the body on the water or the ground and encountering objects either natural or man-made causing pain, injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and decision making including misjudging distances, depths, weather, other individuals on the water, and route locations.
5. Accidents or illness occurring in remote places where there are no available medical facilities.
6. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accidents.

Note: Renter understands the description of these risks are not complete, and that unknown or unanticipated risks may result in injury, illness, pain or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activity and related activities, Renter hereby agrees and acknowledges that: RENTER HEREBY RELEASES AND HOLDS HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein to as releases: UMR.

To release UMR officers, directors, employees, representatives and agents from liability whatsoever and for any claims or causes or action that Renter, their estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the release or otherwise. By executing this document

and Agreement, Renter agrees to hold the releases harmless and indemnify therein in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

By entering into this Agreement, Renter is not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement. This shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforced.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Declaration Of Fitness To Operate Equipment And Trailer

Renter hereby declares that they are physically fit. Renter does not, and has not, suffered from any of the following conditions, which Renter understands may lead to a dangerous situation with regard to other persons or themselves during operation of rental Equipment: Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and sever joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

Renter hereby declares that Renter has no physical or mental condition that should preclude them from participating in their chosen activity, that Renter is not participating against medical advice or treatment, and that Renter has not been diagnosed by a registered doctor as having a terminal illness. Even if Renter has a health condition as stated above of which Renter may be unaware, by signing this Agreement Renter still chooses to participate in the activity with the rental and agrees to waive all responsibilities to all above mentioned parties concerning any consequences that would result from Renter's actions.

Renter further declares that in the event that Renter feels ill or unwell, has any physical complaints whatsoever or if an injury is sustained of any kind during the course of this rental, Renter will notify the UMR representative immediately.

TERMS AND CONDITIONS

**THESE TERMS AND CONDITIONS ARE NOT MEANT TO BE AN EXCLUSIVE LIST.
ALWAYS USE GOOD AND REASONABLE JUDGMENT WHEN OPERATING EQUIPMENT.**

ATV'S, UTV'S, DIRT BIKES

- ATV's are dangerous, you can be seriously injured even killed by not adhering to safety protocols.
- Do not ride multiple passengers on machines not designed for multiple passenger use.
- Always use safety restraints if equipped, seat belts, Hand grabs, protective covers, etc.
- Always wear a helmet, safety goggles, gloves, pants, boots, etc, while operating ATV'S
- Never operate ATV's while under the influence of drugs and alcohol.
- Never permit the use of underage riders.
- Never permit the use of inexperienced riders.
- Know your personal limits, stay within your limits, ride safely.
- Always have a knowledge of the areas in which you ride.
- Be familiar with the rules and regulations of each location you ride.
- Always have ATV's properly equipped for areas where you are riding, safety flags, etc.
- Always tie down the ATV's in the proper location on the frame or racks for transporting.
- Riders must always check and be aware of safe operating oil and coolant levels before riding.
- Always check for adequate air pressure in tires before riding.
- Safe operating air pressure is located on side wall of tires.
- Never operate ATV's with flat tires, or low pressure.
- Operating ATV's with low pressure can cause damage to the rim, atv, and, operator, etc.
- Riders must check that brakes, throttle, steering, are intact and operational before riding.
- Always inspect the ATV'S each time you go for a ride for damages, loose parts, etc.

WATER CRAFT - BOATS AND WAVE RUNNERS

- Always wear properly fitted life jackets while operating water craft
- Never use drugs or alcohol while operating watercraft
- Never permit the use of drugs or alcohol for any passengers on watercraft.
- The use of drugs and or alcohol with watercraft is dangerous, irresponsible, illegal, and may cause serious bodily injury or even death to yourself or others.
- Always walk around and visually inspect watercraft before launching the watercraft, checking for damages, loose parts, etc.
- Always check plugs are in place and tight.
- Check batteries are charged so you don't get stranded
- Check bilge pumps are working correctly.
- Check engine oil level and coolant levels are at safe levels before operating.
- Tie loose items down (such as anchors, coolers, etc.), or remove them as they can cause damage if allowed to be jostled around while watercraft is in operation.
- Always confirm the fire extinguisher is full and ready for use, and that flags and throwing flotation devices are on hand and accessible.
- All passengers under the age of 12 must wear life jackets at all times while on the watercraft.
- Always operate watercraft in accordance with the rules and regulations of that state.
- Always know and understand state laws before operating watercraft.
- The laws for the state of Utah can be found in our store and on our website.
- Never transport watercraft without the properly fitted trailer, and tie downs.
- Do not tow a trailer that has flat or under inflated tires. This can cause a serious accident even death.
- Do not tow watercraft on a trailer if it is not securely fastened to trailer with proper straps in place as this can cause a serious accident even death.
- Never tow watercraft with loose articles in the watercraft unless properly covered with the fitted cover strapped down securely. Towels, clothing, life jackets, etc.
- Do not leave items in watercraft unsecured while transporting or during use of the watercraft such as coolers, wakeboards, surfboards, kneeboards, water skis, etc. as they can cause damage to the water craft or become damaged by jostling around during transport.
- Don't leave personal items in watercraft. If you do, we are not responsible for it. Clothing, life jackets, towels, jewelry, sunglasses, sun block and tanning oils, phones, pocket knives, etc. should all be removed when not in use.
- Never allow the water craft to be beached, (allowing the hull of the watercraft to come in contact with the ground) as this can cause serious damage to the hull.
- Never operate water craft in shallow depths of less than 48" (about chest height for an average height adult) This can cause serious damage to the watercraft's Rutter, Propeller, Intake system, motor, hull, etc.
- Always secure watercraft to dock securely with the provided bumpers, making sure watercraft does not come into contact with the dock.
- Always anchor watercraft securely.

MOTORHOME

- You must have a valid driver's license to drive and or operate motorhome.
- Never allow anyone in the party to operate Motorhome that is not on the rental agreement.
- Never drive/ operate Motorhome Under the influence of drugs or alcohol.
- Always be aware of the surrounding area while operating/ driving the motorhome for obstacles, trees, buildings, signs, other vehicles, etc.
- Never rely on back up camera while backing up, always get out and look, assuring that there are no obstacles.
- Never enter drive throughs, indoor parking lots, or other locations where hanging signs and overhead objects can and may damage the motorhome.
- Do not move motor home while doors, slides, or canopies are in the open position. This can cause damage to the motorhome and possible bodily injury.
- Do not operate or drive motorhome before checking the tire pressure is at a safe operating pressure according to the weight and load for the motorhome.
- Before traveling in the motorhome check that all doors, cabinets, and latches are securely closed and fastened ready for travel.

- Always check that the roof vents are closed before travel. Traveling at high speeds will damage them.
- Confirm that the engine oil in both the generator and motorhome are at safe operating levels.
- Do not run the generator for long periods of time with low oil levels, as doing so will damage and possibly seize up the motor.
- Never operate slides while passengers occupy them. It will cause damage!
- Always check for objects and debris that can block the travel of the slides, preventing them from opening and closing properly.
- Only use water heater as you need it. Do not turn it on continuously for the duration of the trip!
- Always turn the power switch to the "off" position if sitting for long periods of time without power running to the motorhome. Leaving it in the "on" position will run the batteries dead.
- Always ensure that all passengers are wearing a seat belt while traveling.
- Never allow passengers to ride over the top of cab while traveling.
- Never drive motorhome off of well-maintained roads. Do not take motorhome on dirt roads with large rocks, pits, holes and other obstacles. This will cause damage to the undercarriage of the motorhome.
- Always avoid obstacles in roadways that will high center the motorhome as it has a very long wheelbase.
- Never take sharp turns at high speeds, this can cause motorhome to tip over onto its side harming passengers and causing damage as it has a high center of gravity.

TRAILERS AND TOWING

- Always check that trailer is properly connected to your vehicle before towing.
- Always fasten equipment to trailer properly before travel.
- Always use the proper combination of chains and binders for securing loads before travel.
- Never overload a trailer. Follow the guidelines for maximum weight that can be loaded labeled on each trailer's frame.
- Always check tire pressure for the proper air pressure before traveling as this can cause unsafe towing conditions, undue tire wear, and possible accidents.
- Never tow a trailer that does not have working lights and brakes. Should you encounter any such damage, call UMR immediately.
- Make sure that ramps are adjusted to the correct height when offloading and loading equipment. Improperly adjusted ramps can flip up causing damage to the equipment and serious bodily injury or even death.
- Never stand on or near the ramps or the front end (tongue) of the trailer while unloading or loading equipment, Trailers can pop up and hit you causing serious injury or death.
- Always block tires of vehicle before loading and unloading preventing vehicles from rolling.
- Light weight and heavy trucks can be lifted off the ground and in the air while loading and unloading machines if not done properly, causing wheels that are locked by emergency brake to come off the ground and allowing vehicle to roll.
- Always connect chains, brake cable, and electrical to vehicle before travel.
- Do not drive faster than posted speed limits. Give extra time, more than normal for slowing and stopping while towing a trailer loaded or unloaded.
- Towing trailers requires much more distance to come to a complete stop. Do not underestimate the distance you need for coming to a safe complete stop.
- Traveling with a loaded trailer is dangerous. Hitting any items, vehicles, buildings, obstacles, pedestrians will cause significantly more damage to everything.
- Drive slowly and cautiously in inclement weather while towing equipment. Taking turns too fast can cause a loaded trailer to lose its traction and pull your vehicle off the road from the back end. This is common! Be safe!
- Clean off trailer deck of mud, ice, snow and debris before loading equipment.
- Loading trailers with covered decks can cause equipment to slide off the deck causing damage to equipment, trailer and possible bodily injury even death.
- Loading equipment on trailers, chaining and binding with mud and debris can become loose from vibration and travel. Always check intermittently throughout travel that secured loads have not worked themselves loose. Keep binders tight!

HEAVY EQUIPMENT

- Never operate equipment near children, hearing impaired, blind people, or individuals that are unaware of their surroundings.
- Always be aware of your surroundings while operating equipment.
- Read and be familiar with the operating instructions of equipment before operating.
- Do not operate equipment that has been damaged, broken, disabled, or is otherwise not running as it is designed.
- Never operate equipment outside its safe operating parameters located on each frame work of equipment.
- Always ensure safe oil and hydraulic fluid levels before operating equipment.
- Never operate equipment if equipment is overheating, blowing smoke, leaking hydraulic fluid, leaking oil, leaking coolant.
- Do not operate equipment with flat or under inflated tires, loose tracks. Proper specs for these items are listed on each machine's frame work.
- Never run equipment out of fuel. This can cause serious damage to equipment!
- Always use safety restraints while operating equipment.
- Never attempt to jump off or away from equipment if it feels like it is tipping, sliding, rolling, etc. This can cause serious injury to you, even death!
- Do not operate equipment in conditions that are unsafe, extremely muddy, snowy, wet, freezing, hot, windy, or where vision is obscured or limited.
- Do not operate equipment on hills or inclines that may cause the equipment to roll, slide, tip, or stall. Always be aware of the machine's center of gravity avoiding tipping the machine on hills or uneven grades.
- Never pick up items that are heavier than the equipment is designed to safely lift.
- Always be aware of the equipment's capacity, and safe working operational limits.
- If required to work in muddy conditions where debris, mud, rocks, etc, are bonding, sticking and building up in mechanical components of equipment. STOP! Working. Clean and free up the mechanical areas of mud, debris, rocks, etc, avoiding damage to the machine and mechanical failure to equipment.
- It is your responsibility to maintain the equipment, including greasing, cleaning, and safely operating.
- Upon discovery of any hazards to safe operation, ALWAYS stop and correct problem or hazard to a safe condition. Do not continue operating until hazards, problems, are corrected.
- Tracking, or "walking" machines with tracks, always be aware of obstacles, Curbs, Rocks, Sidewalks, Permanent obstacles, and hazards, etc, that can peel or displace tracks, removing them from there designed operating position over the drive gear and guides when tracking in a parallel position, or when tracking on a hill side perpendicular to an immovable or permanent object, stone, rock, etc.
- Never operate equipment on terrain with suspected hazards hidden, buried, or otherwise that can damage or cause excessive wear and tear to tracks and or tires of equipment. Rebar, concrete, T post's, barbed wire, metal objects, etc. Damage to the tracks and tires is the responsibility of the operator!
- Always be careful to avoid Dirt, Mud, and other Debris building up near controls and throttle causing loss of control. Take special care to keep these areas clean and free of obstacles.