

RENTAL CONTRACT TERMS AND CONDITIONS

The Lessor, hereby rents to the Lessee, identified by his signature on this contract, the personal property described, subject to all terms and conditions of contract. The Lessee in consideration thereof, acknowledges and agrees as follows:

1. **INSPECTION.** The Lessee acknowledges that he has personally inspected the equipment, finds it suitable for his needs and in good condition, that he understands its proper use and agrees to inspect the equipment prior to use and notify The Lessor of any defects.
2. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If equipment becomes unsafe or in disrepair, Lessee agrees to discontinue use and notify The Lessor who will replace the equipment with similar equipment in good working order, if available. The Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise.
3. **WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED.** There is no warranty that the equipment is suited for the Lessee's intended use, or that it is free from defects.
4. **HOLD HARMLESS AGREEMENT.** The Lessee agrees to assume the risks of, and hold The Lessor harmless for, property damage and personal injuries caused by the equipment and/or arising out of The Lessors negligence. The Lessee shall indemnify and hold The Lessor harmless from any claims of third parties for loss, injury and damage to their persons and property arising out of the Lessee's possession, use, maintenance or return of equipment, including legal cost incurred in defense of such claims.
5. **PROHIBITED USES.** Use of equipment in the following circumstances is prohibited, and constitutes a breach of contract: (a) Use for illegal purpose or in illegal manner. (b) Improper, unintended use or misuse. (c) Use by anyone other than the Lessee or his employees, without The Lessor's written permission. (d) Use at any location other than the address furnished The Lessor without The Lessor's written permission; except trailers.
6. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** The Lessor may assign its rights under this contract without the Lessee's consent, but will remain bound by all obligations herein The Lessee may not sublease or loan the equipment without The Lessor's written permission. Any purported assignment by the Lessee is void.
7. **TIME OF RETURN.** The Lessee's right to possession terminates on expiration of rental period and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.
8. **RETURN OF EQUIPMENT.** At the termination of this agreement, Lessee shall return all of the Equipment to Lessor's premises during Lessor's regular business hours, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Lessor's regular business hours. If Lessor has agreed to deliver the Equipment to Lessee or to pick up the equipment from Lessee, Lessee shall be responsible for all losses or damage to the Equipment from time of delivery to Lessee and until picked up by Lessor.
9. **DAMAGED OR LOST EQUIPMENT.** The Lessee agrees to pay for any damage to or loss of equipment, as an insurer, regardless of cause, except reasonable wear and tear while equipment is out of the possession of The Lessor. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost equipment. Equipment damaged beyond repair will be paid for at its Replacement Cost when rented.
10. **DAMAGE WAIVER.** All equipment lost or damaged beyond repair will be paid for by the lessee at the regular replacement price and all damaged equipment which may be repaired will be repaired by the lessor on return thereof and the cost for such repairs shall be paid by the lessee. Accrued rental charges can not be applied against the purchase price or cost of repairs of such damaged or lost equipment. All cartage charges must be borne by Lessee.
Scheduled rental rates begin when equipment leaves our store and continue until returned thereto.
11. **THEFT OF EQUIPMENT.** The Lessee agrees to pay for equipment (at its replacement cost when rented) for all types of theft or mysterious disappearance. If Lessee participates in Peace of Mind Rental Protection, Lessee will be responsible for the first \$2500.00 of the cost of replacement of rented equipment that is not returned due to theft or mysterious disappearance, provided that a copy of an official police report is submitted to Lessee.
12. **COLLECTION COSTS.** The Lessee agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of The Lessor's rights under this contract.
13. **REPOSSESSION.** Upon a failure to pay rent or other breach of this contract, The Lessor may terminate this contract and take possession of and remove equipment from wherever it is, and The Lessor and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.
14. **DISCLAIMER OF MANUFACTURE.** The Lessee agrees that The Lessor is neither the manufacturer of the equipment nor the agent of the manufacturer.
15. **LOADING AND UNLOADING EQUIPMENT.** If The Lessor's employees assist in loading or unloading the equipment, the Lessee agrees to assume the risk of, and hold The Lessor harmless for, any property damage or personal injuries, including damage or injuries attributable to the negligence of The Lessor and its employees.
16. **THEFT.** That The Lessor of its own discretion may report as stolen all personal property not returned within the date listed in the "Date and Time Due In" section of the contract or if conditions and circumstances indicate theft before that time.
17. **INSPECTION OF TRAILER HITCH.** The Lessee agrees to inspect the trailer coupling mechanism and safety chain before leaving The Lessor's premises. The Lessee also agrees to inspect the equipment, periodically (every 100 mi.) and to maintain the coupling and chain in a safe and secure condition.
18. **WAIVER OF CLAIMS.** The Lessee waives all claims for personal injury, property damage to the transported equipment, loss of time or inconvenience arising out of the use of a trailer, or any accident or breakdown.
19. **DAMAGE TO BUMPERS.** The Lessor is not liable for damage to the Lessee's bumper or automobile done by detachable hitches.
20. **ACCIDENT NOTIFICATION.** The Lessee will immediately notify The Lessor in the event of any accident.
21. **UNPAID INVOICES.** That The Lessor, at its own discretion, revert all charges to a daily rate if monthly statements or invoices are not paid on due dates.
22. **OVERDUE ACCOUNTS.** Accounts are due and payable at the termination of the rental period. A service charge may be assessed on all overdue accounts.
23. **PEACE OF MIND RENTAL PROTECTION.** Lessee may participate in Peace of Mind Rental Protection for a fee of 12% of the total rental charge. Unless Lessee chooses to participate in Peace of Mind Rental Protection, Lessor may require Lessee to provide a certificate of insurance that identifies Lessor as Loss Payee on Lessee's equipment insurance policy and a certificate of insurance that identifies Lessor as additional insured on Lessee's General Liability insurance policy. Peace of Mind Rental Protection is not insurance. Lessee is responsible for any loss of or damage to the rented equipment and items and for their return in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. If Lessee participates in Peace of Mind Rental Protection, Lessor agrees to waive its right to recover from the Lessee the amount of loss of or damage to the equipment while in your possession, except that the Lessee will be responsible for the first \$2500.00 of the cost of replacement of rented equipment that is not returned due to theft or mysterious disappearance, provided that a copy of an official police report is submitted to Lessee. Notwithstanding the foregoing, the Lessee's liability for loss of, or damage to, the equipment will not be waived in the following circumstances:
 1. Reckless, careless, or abusive operation of the equipment.
 2. Damage resulting from failure to perform or pay for all normal periodic and other basic service maintenance, adjustments, and lubrication of the equipment.
 3. Operation or use of the equipment in a manner inconsistent with the instructions of the equipment manufacturer.
 4. Damage resulting from the use of the equipment in violation of any terms of this rental contract.
 5. Damage to tires or rubber tracks.
 6. Damage to trailers resulting from loading, unloading, or transporting.
 7. Damage to equipment in transit.