

## RENTAL AGREEMENT TERMS & CONDITIONS

- 1. INSPECTION.** Lessee acknowledges that he has had an opportunity to personally inspect the equipment, and finds it suitable for his needs and in good condition, and that he understands its proper use. Lessee further acknowledges his duty to inspect the equipment prior to use and notify Lessor of any defects.
- 2. REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify Lessor who will replace the equipment with similar equipment in good working order, if available. 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 Lessee's intended use, or that it is free from defects.
- 4. HOLD HARMLESS AGREEMENT.** Lessee agrees to assume the risk of, and hold Lessor harmless for, property damage and personal injuries caused by the equipment and/or arising out of Lessor's negligence.
- 5. INDEMNITY.** Lessee agrees to indemnify and reimburse Lessor for all liabilities to Lessee, his agents or third parties arising out of the use of the goods or a breach of this contract by Lessee, including those arising from Lessor's negligence.
- 6. PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract:
- (a) Use for illegal purpose or in illegal manner.
  - (b) Use when the equipment is in bad repair or is misuse.
  - (c) Improper, unintended use or misuse.
  - (d) Used by anyone other than Lessee or his employees, without Lessor's written permission. Lessee may not sublease or loan the equipment without Lessor's written permission.
  - (e) Use at any location other than the address furnished Lessor without Lessor's written permission. (Does not apply to mobile equipment.)
- 7. TIME OF RETURN.** Lessee's right to possession terminates on the expiration of the rental period and retention or 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. DIRTY, DAMAGED OR LOST EQUIPMENT.** Lessee agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of the Lessor. Lessee also agrees to pay a reasonable cleaning charge for equipment returned dirty of at least \$45.00. Equipment lost, stolen or damaged beyond repair will be paid for at its replacement cost when purchased. The cost of repairs will be borne by Lessee, whether performed by Lessor, or, at Lessor's option, by others. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost goods. In the case of loss by theft or other means, Lessee agrees to furnish a police report to the Lessor within 48 hours. In the event that Lessor must resort to litigation to recover for damages caused to or loss of such property, Lessee also agrees to pay all collection fees, attorney fees, court costs, or any expense involved in the collection of these charges.
- 9. REPOSSESSION.** Upon a failure to pay rent or other breach of this contract, Lessor may terminate this contract and take possession of and remove the goods from wherever they are, and Lessor and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.
- 10. SEVERABILITY.** The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
- 11. WAIVER OF CLAIMS.** Lessee waives all claims for personal injuries, property damage to the transported goods, loss of time or inconvenience arising out of the use of the rented equipment.
- 12. LOADING AND UNLOADING GOODS.** Lessee is responsible for loading and unloading the goods. If Lessor's employees assist in loading or unloading the goods, Lessee agrees to assume the risk of, and hold Lessor harmless for, any property damage or personal injuries, including damage or injuries attributed to the negligence of the Lessor or his employees. Lessor assumes responsibilities for loading and unloading when lessee chooses pickup and delivery services provided by Lessor.
- 13. DAMAGE WAIVER.** Damage Waiver is **not** insurance. By accepting the Damage Waiver and with immediate notification in the event of any accident and the prompt submission by Lessee of applicable police reports, rental center and Lessee agrees that rental center will waive any claim against Lessee for direct physical damage to the items, except as follows:
- (a) Intentional damage, misuse or abuse
  - (b) Any item or items or part thereof which is not returned for whatever reason, excluding theft
  - (c) Loss or damage resulting from overloading or exceeding rate capability of the items
  - (d) Wear & Tear
  - (e) Loss due to mysterious disappearance
  - (f) Loss or damage caused by infidelity of Lessee, its employees, or persons to whom the items are entrusted
  - (g) All damage or loss resulting from use of the items in violation of any provision of this agreement, violation of any law, ordinance or regulation or operation in an improper or negligent manner
  - (h) Damage from dirtying of items by paint, mud, plaster, concrete, rosin or any other material. Lessee is responsible for cleaning and repairing, as required.
  - (i) Ingestion of foreign objects
  - (j) Exceeding rated load capacity
  - (k) Mechanical breakdown or improper maintenance
- If Lessee has insurance covering such loss or damage, Lessee shall exercise all rights available to him under said insurance, take all action necessary to process such claim and Lessee further agrees to sign said claim and any and all proceeds from such insurance shall be payable to rental center. Lessee is to provide rental center with complete information concerning insurance coverage carried.
- (l) A Damage Waiver deductible equal to the cost of repairs or \$2500, whichever is lower, shall apply to all claims made through fault of Lessee.

**14.** The parties hereto agree that the terms and conditions of this contract are severable, and, in the event that any term or condition hereof is valid under the laws of any state where used such term or condition hereof is invalid under the laws of any state where used such term or condition shall be deemed not to be a part of this contract in such state but shall not invalidate any other provision hereof.