

TERMS AND CONDITIONS OF RENTAL

In consideration of the hiring of the Equipment described without operator, by the undersigned (hereinafter referred to as the "Renter") from the company named (hereinafter referred to as the "Dealer") upon the terms and conditions, and for the price herein specified, it is agreed as follows:

1. RENTAL AND TERM begins on the date & time specified as "TAKEN OUT" and terminates on the date & time specified as "DUE IN" unless amended in writing. Rental Charges commence on delivery of equipment to the renter and end upon on return of equipment to Dealer's premises. Dealer may terminate Rental at any time and take possession of the equipment. Renter agrees to pay, on return of Equipment to Dealer's premises, all charges and cost for the use thereof.
2. CONDITIONS OF HIRING, INSPECTION, PRIVILEGE AND WAIVER OF DEFECTS. Renter accepts and hires the Equipment on an "as is" basis. Renter acknowledges receipt of all of the equipment in good working condition and repair and declares that the Renter fully understand its proper operation and use. Renter acknowledges and declares that Renter has examined the Equipment and all hitches, bolts, safety chains, hauling tongues, together with all devices and materials used to connect the Equipment to the Renter's towing motor vehicle. If any, and Renter declares that he has received all of such Equipment in a secure and operative condition. Renter is responsible for loading and unloading the goods. If the Dealer's employees assist in loading or unloading the goods, the Renter agrees to assume the risk of, and hold the Dealer harmless for any property damage or personal injuries, including damage or injuries attributable to negligence of the Dealer or his employees. Renter agrees to return the Equipment to the use on a one shift (eight hours per day, five days per week) basis. Renter agrees to pay immediately all charges and costs incurred.
3. EQUIPMENT BECOMES UNSAFE OR IN DISERAIR. Renter will immediately discounter use of the personal property should if at any time, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair, Furthermore, the Renter will immediately notify dealer that the Equipment is unsafe or in disrepair and until such time as dealer has regained possession the Renter aggress to take all steps reasonably necessary to prevent injuries to any person and all property form the Rental equipment or product.
4. COMPLIANCE WITH LAWS. Renter acknowledges that dealer has no control over the use of the Equipment by Renter, and renter agrees at his sole expense, to comply with all municipal, country, state and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (ISHA) which may affect the Equipment while it is in the possession of and use by the Renter, Renter shall not permit any person who it not legally qualified to use Equipment.
5. PERMITTED AREA OF USE OF EQUIPMENT. Without Dealer's written consent, Renter shall not remove the Equipment from the county in which it is rented.
6. RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT. Renter shall not abuse, harm or misuse the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without dealer's written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter's use and hiring of said equipment Renter agrees to accept all responsibility therefore and shall hold Dealer harmless from any claims or action arising there from. Renter shall furnish dealer with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, in case of the loss or destruction of any part of the Equipment, or the loss of possession thereof, or inability to return the same to Dealer on the expiration and due date for any reason whatsoever. Renter shall pay Dealer the actual replacement cost hereof, and in addition thereto Dealer's loss of use of said equipment.
7. DISCLAIMER OF WARRANTIES, DEALER MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENTS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter's sole remedy or any failure of or defect in the equipment shall be the termination of the rental charges at the time of failure, provided the equipment is returned to Dealer with 24 hours after such failure, Dealer shall not be responsible for any loss, damage or injury to Renter or Renter's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the Equipment.
8. USE OF DEPOSIT, AND LIABILITY OF LATE PAYMENT, UPON BREACH BY RENTER. Renter acknowledges that the purpose and intent of the DEPOSIT paid by the renter hereunder is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each of all of the terms, covenants and agreements to be performed by renter hereunder. Renter agrees to pay a late payment penalty at the rate of one and on half (1½%) percent per month on all delinquent accounts.

9. INDEMNIFICATION OF DEALER BY RENTER. Renter expressly indemnifies and holds Dealer harmless of, from and against any and all claim, loss, costs, damages, attorney's fees and/or liability in connection with the hiring and use of the Equipment regardless of whether a lawsuit is filed in the event a suit is instituted by Dealer to recover possession of said Equipment or to enforce any of the terms, conditions or provisions hereof. Renter agrees to pay all costs and reasonable attorneys' fees of Dealer incurred in connection therewith.
10. THEFT WARNING. Failure to return Equipment on the expiration and due date in certain circumstance will be considered a theft, resulting in a criminal prosecution.
11. TAXES. Renter agrees to pay any and all taxes, license fees, or permit fees arising out of hiring and use of the Equipment. Renter agrees to pay said taxes wither said taxes appear as part of the fact of this contract or whether said taxes are later claimed by the governmental authority. In the event of a claim by any governmental authority for taxes arising out of this transaction, Renter agrees to pay to Dealer said taxes upon demand.
12. TITLE. Title to the Equipment is and shall remain with the Dealer. If the equipment is levied upon for any reason whatsoever, dealer may retake the Equipment without notice or legal process, and may take all action reasonably necessary to do so.
13. CONSTRUCTION. The paragraph headings used herein are for the convenience only and are not to be used to construing the meaning of intent of any of the terms or provisions of this Rental Contract.
14. DAMAGE WAIVER. Unless previously accepted or rejected by a separate written agreement, by accepting the Renter agrees to pay an additional charge as specified on the reverse on specific items as my be posted in dealer's office in return therefore. Dealer agrees to waive certain claims for loss or damage to the equipment rented as specified below.

DAMAGE WAIVER

If the Renter has accepted the DAMAGE WAIVER by not checking his rejection and initialing the appropriate portion of this agreement, then Renter shall have no responsibility for physical damage to the equipment EXCEPT the following for which Renter shall be responsible:

1. The first 20% of the loss or damage from any cause other than those losses of damages set forth in paragraph B, C, D, E, F, G, H and I below for which renter shall be fully responsible and liable, with respect to each individual item of equipment.
2. The first 20% of loss or damage from any cause other than those losses or damages set forth in paragraph B, C, D, E, F, G, H and I below for which Renter shall be fully responsible and liable, with respect to motor trucks, excluding for lifts.
3. Loss or damage resulting from overloading or exceeding the rated capacity by artificial current.
4. Loss or damage to motor or other electrical appliance or devices caused by artificial current.
5. Damage to tires and tubes caused by blowout, bruise, cuts, road hazards, or the causes inherent in the use of the equipment.
6. Loss or damage resulting from lack of lubrication or other normal services of equipment.
7. Loss or damage due to theft, mysterious disappearance, or shortage disclosed on inventory.
8. Loss or damage caused by infidelity of Renter, his employees, or person to whom the equipment is entrusted.
9. Use of the equipment in violation of any of the terms of this agreement.
10. Renter further agrees that Dealer shall be subrogated for any recovery rights that Renter may have for damage to the equipment rented hereunder, in the form of insurance protection for such damage.

If renter has insurance covering such loss or damage, Renter shall exercise all right available to him under said insurance, take all action necessary to process said claim, and renter further agrees to assign said claim and pay any and all proceeds from such insurance to Dealer. Upon request to dealer, Renter shall furnish name of his insurance agent, insurance company and complete information concerning insurance coverage carried. Dealer's waiver of claims against renter as herein set forth is contingent upon Renter's prompt making of submission to dealer a copy of police report.