

TERMS AND CONDITIONS

1. DEFINITIONS

The following terms have the meanings appearing beside each:

- **"Actual Time"** means the period during which rental of the Rental Item is in Your possession or control, terminating upon the physical return of all Rented Items to Our premises and written acceptance by one of Our representatives.
- **"Customer," "You," and "Your"** means the Customer, Lessee, and the "Rental Customer" as identified on Page 1.
- **"Rental" or "Contract"** means the amount of time described between the "Date Out" (or "Time Out") and the "Date Due" and "Time Due" as reflected on Page 1 of this Contract, subject to Our right of early termination. Unless otherwise specified, the Term will be deemed to be one (1) day (24 consecutive hours).
- **"Rental Item," "Rented Items," and "Equipment"** means the item(s) listed under "Description" on Page 1 of this Contract.
- **"Periodic Rental Payment or Rental Rate"** means the basic rate We charge for the rental Item during either the Rental Period or "Actual Time."
- **"Dealer," "Lessor," "We," "Us," "Our," and "Rental Company/Center"** means the Rental Company listed on Page 1.
- **"Rental Period"** means each interval (e.g., hour, day, week, month) listed under Rental Rate on Page 1 for which Rent is charged.
 - **4-Hour Rate:** less than 4 hours on the same calendar day out.
 - **Daily Rate:** less than 24 hours out, but on the same calendar day.
 - **Weekly Rate:** 7 consecutive days out.
 - **Monthly Rate:** 4 consecutive weeks out.
- **"Damage Waiver Fee"** means the fee charged for the damage waiver listed in Paragraph 14.
- **"Claims"** means any and all claims, liens, demands, or causes of action arising from Your use, possession, transportation, storage, or custody of the Rental Item.
- **"Use"** means the operation of the Rental Item and includes its movement from the Rental Location/Site that appears on Page 1 by the Customer, Customer's employees, or others hired by the Customer.
- **"Site"** means the location given as the Delivery, Ship, or Job address on Page 1.

2. INSPECTION AND RECEIPT

Customer acknowledges receipt of the Item in good working order and clean condition, and agrees that they have had an opportunity to personally inspect and test the equipment, find it suitable for their needs, and understand its proper use. Customer agrees to maintain the Item in like condition, except for ordinary wear. Customer acknowledges their ongoing duty to inspect the equipment prior to use and must notify Us immediately if there is any issue, defect, or problem prior to transporting it from Our location. Customer agrees to allow Our representative reasonable access to inspect or repair the Item at any time.

3. EQUIPMENT FAILURE

In the event any of the Equipment fails to start, breaks, becomes unsafe, or is in need of maintenance or repair, You agree to **immediately discontinue use** and notify Us. If directed, You will return the Equipment to Us. You further agree not to repair or allow anyone else to repair the Equipment without Our express written consent. Failure to timely notify Us will result in Your being charged for all Time Out. Dealer is not responsible for any incidental or consequential damages resulting from equipment failure.

4. WARRANTIES

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED. The Rental Items are rented "**AS-IS.**" Customer assumes all responsibility for evaluating the equipment's condition, safety, and suitability for Customer's intended use. No repair parts or uninterrupted operation are guaranteed. There is no warranty that the equipment is free from latent defects.

5. TITLE AND OWNERSHIP

The Items shall at all times remain the sole and exclusive property of the Rental Company. Customer shall have only the right to use the rental items in strict accordance with the terms of this Contract. Rental Company shall have the right to display notice of its ownership by an identifying stencil, plate, or marking, which Customer agrees not to remove or obscure. The rental items shall remain personal property even if affixed to real estate, and shall not be removed from the place of delivery or installation (the Site) without the express written permission of the Rental Center.

6. HOLD HARMLESS / INDEMNITY

Customer assumes all risks associated with the possession, use, transportation, and storage of the Item. Customer **HEREBY WAIVES ANY AND ALL CLAIMS AND LIENS AGAINST THE DEALER**, and agrees to indemnify, defend, and hold harmless the Rental Company, its shareholders, members, managers, officers, directors, employees, and agents from **ANY AND ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING LEGAL FEES)** arising from bodily injury (including death), property damage, loss of use, loss of time, or inconvenience arising from Customer's possession, use, transportation, or storage of the Rental Item, regardless of the cause, except to the extent directly resulting from Our intentional misconduct.

7. ASSUMPTION OF RISK

You acknowledge that the possession, use, transportation, and/or storage of the Equipment may

give rise to risks of personal injury and/or property damage. **YOU VOLUNTARILY ASSUME ALL SUCH RISKS** and release and discharge Us and the Equipment from any and all claims and liabilities arising in connection with the same, including those arising from Our negligence (other than Our intentional misconduct).

8. PROHIBITED USES

Use of the Equipment in the following circumstances is strictly prohibited and constitutes a material breach of this Contract:

- (a) Use in violation or breach of any terms of this Contract.
- (b) Use for any illegal purpose or in an illegal manner.
- (c) Use when the Equipment is in bad repair, unsafe, or when repair is required.
- (d) Improper, unintended use, misuse, or use contrary to instructions/manuals.
- (e) Use by anyone other than the Customer or Customer's qualified employees without Dealer's written permission.
- (f) Use at any location other than the Delivery/Job Address (Site) appearing on Page 1 without Dealer's written permission (does not apply to mobile equipment).
- (g) Exceeding the equipment's rated capacity.

9. ASSIGNMENTS, SUBLEASES, AND LOANS

Dealer may assign its rights under this Contract without Your consent. Customer may not assign rights under this Contract, nor sublease, loan, or transfer the equipment to any other party without the Dealer's express written permission. Any purported assignment or transfer by Customer is completely void.

10. RETAKING OF EQUIPMENT

If any Equipment is not returned upon Your default, the expiration/termination of the Rental Term, or if in Our sole view it becomes necessary to protect the Equipment from loss or damage, We shall be entitled, at Our option, to **immediately and WITHOUT NOTICE retake possession** and control of, immobilize, and/or render inoperable the Equipment without process of law. Customer shall provide Us with immediate access to any premises where the Equipment is located and make it available for retrieval.

Neither We nor Our agents will be liable for property damage, trespass, forcible entry, or unlawful detainer resulting from such repossession. You hereby irrevocably appoint Us as Your attorney-in-fact to execute documents and take actions to effect this remedy. Customer agrees to indemnify and hold Us harmless from all liabilities, storage, labor, freight, packing, and shipping costs associated with such retaking.

11. TIME OF RETURN & LATE FEES

Customer's right to possession terminates precisely on the expiration of the rental period (Due date and time). Time is of the essence. Any extension must be mutually agreed upon in writing.

Customer agrees to return the rented goods during Dealer's regular store hours. If the goods are held beyond the expiration of the rental period, the daily rate indicated on the contract shall be the agreed contractual rate for the entire overdue period, rounded up to the nearest hour, notwithstanding any lower periodic rates.

12. DAMAGED, DIRTY, OR LOST EQUIPMENT

Customer agrees to reimburse Dealer for the full replacement cost (current list price) if the Rental Item is lost, stolen, or damaged beyond repair. Customer agrees to pay a reasonable cleaning charge for equipment returned dirty. The cost of repairs will be borne entirely by the Customer, whether performed by the Dealer or, at Dealer's option, a third party. **Rental rates will continue to accrue at the contract rate until all invoices for damages, repairs, or replacement are paid in full.** Accrued rental charges cannot be applied against the purchase or repair costs of damaged, lost, or stolen goods.

13. INSURANCE

If the Equipment is to be used for a commercial purpose or is designated as "Customer Insured" on Page 1, You agree to maintain:

- (a) Property damage and casualty insurance on an "all risks" basis for the full replacement cost of the Equipment.
- (b) Commercial general liability insurance with minimum limits of **\$1,000,000 per occurrence**.

Such insurance shall name Us as an additional insured and loss payee on a "closed clause" basis. All such insurance shall be primary, without self-insured retention, and shall waive subrogation against Us. You agree to provide Us copies of proper endorsements prior to taking possession. Any insurance We carry will be deemed in excess of Your insurance.

14. DAMAGE WAIVER FEE

Dealer may offer an optional Damage Waiver Fee. **This is NOT insurance.** If accepted, it waives certain damage obligations subject to the restrictions below. If You opt into the Damage Waiver, it becomes secondary to any insurance coverage You have. You remain fully responsible for loss or damage resulting from:

- (1) Theft or failure to return the items irrespective of the reason.
- (2) Reckless, careless, abusive operation, misuse, or neglect.
- (3) Operating the equipment exceeding its rated capacity.
- (4) Damage to motor generators, drills, electrical appliances, or devices caused by non-utility generated power.
- (5) Damage to tires, tubes, and wheels caused by blowouts, bruises, cuts, punctures, or other causes inherent in use.
- (6) Failure to perform or pay for normal periodic maintenance, adjustments, and lubrication.
- (7) Dishonesty of Your employees, or wrongful conversion by anyone You allow to possess the Equipment.

- (8) Operation inconsistent with the printed manufacturer instructions.
- (9) Vandalism, malicious mischief, or intentional abuse.
- (10) Damage to accessories (such as air hoses, cords, blades, welding cables, keys, tools).
- (11) Damage resulting from overturning or striking overhead objects.
- (12) Use of the Equipment in violation of any terms of this Contract.

15. INTEGRATION AND AMENDMENTS

This Contract represents the complete and entire agreement between You and Us. There are no oral or other representations, warranties, or agreements not included herein. This Contract cannot be modified by oral agreement and may be amended only by a writing signed by both parties.

16. TIME OF PAYMENT & CHARGES

Accounts are due and payable upon return of the Equipment or upon demand. A carrying charge of **1.5% per month (annual rate of 18%)** applies to all overdue balances. Mileage and time charges reflected on the front side of this agreement are minimum charges only; no refunds or pro-rations will be issued if the Customer returns the equipment with fewer days or miles used than estimated.

17. COLLECTION COSTS

Customer agrees to pay all collection costs, attorney fees, court costs, and expenses incurred by Dealer in collecting unpaid amounts or enforcing any rights under this Contract.

18. INSPECTION OF TRAILER HITCH

Customer acknowledges sole responsibility for inspecting the trailer coupling mechanism, safety chains, hitching installation, and towing capacity before leaving Dealer's premises. Customer agrees to inspect the equipment periodically during transport and maintain the coupling and chains in a safe, secure condition. Improper hitching, overloading, or unsafe speed is Customer's sole responsibility.

19. LOADING AND UNLOADING EQUIPMENT

Customer is solely responsible for the safety of the loading and unloading area. If Dealer's employees assist in loading or unloading the equipment, Customer agrees to assume all risk and hold Dealer and its employees harmless for any property damage or personal injuries, including those attributable to the negligence of Dealer or its employees.

20. PROPERTY DAMAGE DISCLAIMER

Dealer is not responsible for damage to pathways, driveways, sidewalks, gates, lawns, or underground utilities (sprinklers, cables, pipes) resulting from the delivery, operation, or pickup of the equipment at the Job Site.

21. DELIVERY / PICKUP

Customer shall pay a Delivery/Pickup charge. Delivery is made to the closest part of the premises accessible by our vehicles. Extra charges will result from:

- (a) Extra mileage and fuel surcharges.
- (b) Deliveries involving stairs, elevator use, or special access difficulties.
- (c) Labor for setup and knockdown of equipment (unless arranged prior to delivery with a special charge).

22. SAFETY INSTRUCTIONS

You acknowledge that You have received, reviewed, and are satisfied with the training, operating, and safety instructions provided by Us and the Original Equipment Manufacturer (OEM). You agree to fully comply with all applicable OSHA and ANSI standards, and will cause Your employees/agents to read and comply with all instructions. If a discrepancy is found between information provided by Us and the OEM, You agree to follow the OEM's instructions. You will use the equipment in a safe manner, only for its intended purpose, and in full compliance with federal, state, and local laws. **You must immediately discontinue use if an Equipment Failure occurs.**

23. MAXIMUM LIABILITY

OUR MAXIMUM LIABILITY UNDER OR IN CONNECTION WITH THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, IS STRICTLY LIMITED TO THE RENTAL REVENUE ACTUALLY PAID BY YOU TO US FOR THE ITEM IN QUESTION. We are not liable for loss of profits, loss of business, or any special, indirect, incidental, or consequential damages.

24. APPLICABLE LAW AND VENUE

This Contract will be governed in all respects by the laws of the state in which Our office (from which the equipment was rented) is located. You agree to the personal jurisdiction of the state and federal courts in that state and hereby waive any claims that such courts are an inconvenient forum.

25. SEVERABILITY

The provisions of this Contract are severable. If any provision, sentence, or clause is found to be invalid or unenforceable, such invalidity shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

26. TAXES AND FEES

Customer agrees to pay all applicable federal, state, and local taxes, licensing fees, environmental charges, and governmental assessments associated with the rental.

27. AGENCY DISCLAIMER

Customer acknowledges that the Dealer is neither the manufacturer of the Equipment nor the agent of the manufacturer. No representations are made beyond the manufacturer's explicit written warranties, if any.

28. CREDIT, DEBIT CARD, AND PUBLIC RECORD AUTHORIZATION

Customer authorizes Us to gather financial or credit information from third parties and public records. Subject to limitations set forth in applicable law, You irrevocably and unconditionally authorize Us to immediately submit for payment on the credit/debit card(s) provided all estimated, actual, and final charges coming due under this Contract, including damages, late fees, and collection costs, and agree to indemnify and hold Us harmless with respect to the same.

29. SIGNATURES

This Contract may be executed in counterparts. Facsimile, digital, electronic, or photocopied signatures will be deemed valid, binding, and enforceable equivalents of originals, so long as they are recognized by the Rental Company.

A larger print version of these Terms and Conditions is available upon request.