

TERMS AND CONDITIONS

1. DEFINITIONS.

The following terms have the meanings appearing beside each: (a) "Actual Time" means the period during which rental of the Rental Item is in Your possession or control. (b) "Customer" and "You" and "Your" means the Customer and the "Rental Customer" as identified on Page 1. (c) "Rental" means the amount of time described between the "Date Out" and "Date Due" and "Time Due" as reflected on Page 1 of this Contract. (d) "Rental Item" and "Item" means the item(s) listed under "Description" and Page 1 of this Contract. (e) "Periodic Rental Payment or Rental Rate" means the rate we charge the rental Item during either Rental Period (as defined below) or "Actual Time" (as defined above). (f) "Dealer," "Lesseser" and "Rental Company" means the Rental Company listed on Page 1. (g) "Rental Period" means the time period listed under Rental Rate on Page 1. (h) "Damage Waiver Fee" means the fee charged for the damage waiver listed in Paragraph 12. (i) "Claims" means any and all claims arising from Your use, possession or custody of the Rental Item including, but not limited to bodily injury, property damage, or other claims arising from Your association with Us, the Rental Company or the Dealer. (j) "Use" means the operation of the Rental Item and includes its movement from the Rental Location that appears on Page 1. Use also includes the Customer's employees or others, hired by the Customer.

Rental Periods are as follows: (1) 4 hour rate: less than 4 hours on the same calendar day out; (2) Daily rate: less than 24 hours out, but on the same calendar day; (3) Weekly rate: 7 consecutive days out; (4) Monthly rate: 4 consecutive weeks out.

2. INSPECTION / RECEIPT / INSPECTION.

Customer acknowledges receipt of the Item in good working order and in clean condition and agrees to return the Item in like condition, except for ordinary wear. Customer also acknowledges that they will inspect and test the Item and notify Us if there is any issue or problem with the Item prior to transporting it from Our location. Customer acknowledges that Our representative may inspect or repair the Item and Customer agrees to allow Our representative access.

3. WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED.

The Rental Items are rented AS-IS and Customer includes all equipment rented, its condition and suitability. No repair parts are guaranteed.

4. TITLE AND OWNERSHIP.

The Items remain titled and owned by the Rental Company.

5. CUSTOMER RESPONSIBILITIES.

You assume all risks and responsibility for the possession, use, transportation and storage of the Rental Item. You agree to pay and abide by the rental rates and charges contained herein.

6. HOLD HARMLESS / INDEMNITY.

Customer assumes all risks associated with the possession, use, transportation, and storage of the Item. Customer HEREBY WAIVES AND ANY AND ALL CLAIMS AGAINST THE DEALER ARISING FROM OR IN ASSOCIATION WITH, and agrees to indemnify, defend and hold harmless the Rental Company from ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES, INCLUDING LEGAL FEES AND COSTS arising from bodily injury (including death), property damage, loss of use, and other liabilities arising from Customer's possession or use of the Rental Item.

7. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.

Customer may not assign the rights under this Contract or loan the equipment without the Dealer's written permission. Any purported assignment is void.

8. RETAKING OF EQUIPMENT.

If any equipment is not returned following the Rental Term, We may repossess the Equipment without notice or process of law in any manner permitted by law. Customer releases Dealer from liability for any resulting claims.

9. PROHIBITED USES.

Do not use the Equipment in the following circumstances:

- (a) Breach of this Contract;
- (b) Use for illegal purpose;
- (c) Use when the Equipment is unsafe and repair is required;
- (d) Use contrary to instructions or negligent use.

10. LATE RETURN.

Customer agrees to return the Item promptly upon expiration of the Rental Term. If not returned, Customer shall pay an additional rental charge at the hourly rental rate, rounded up to the nearest hour.

11. DAMAGE OR LOSS OF EQUIPMENT.

Customer agrees to reimburse Dealer for full replacement cost if the Rental Item is damaged, lost or destroyed.

12. DAMAGE WAIVER FEE.

Dealer may offer a Damage Waiver Fee. This is NOT insurance. It waives certain damage obligations subject to exclusions listed herein. Customer remains responsible for:

- (a) Loss or damage by theft;
 - (b) Abuse, misuse or neglect;
 - (c) Physical damage from improper operation;
 - (d) Tires/tubes;
 - (e) Loss of tools or accessories;
 - (f) Damage from willful or intentional conduct.
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13. INTEGRATION.

This contract represents the entire agreement between You and the Dealer and may only be modified in writing signed by both parties.

14. TIME OF PAYMENT.

Accounts are due upon return of Equipment. A carrying charge of 1.5% per month (annual rate 18%) applies to all overdue balances.

15. COLLECTION COSTS.

Customer agrees to pay all collection costs, attorney fees, court costs and expenses incurred in collecting unpaid amounts.

16. INSPECTION OF TRAILER HITCH.

Customer acknowledges responsibility for safe installation and towing capacity. Improper hitching or unsafe speed is Customer's sole responsibility.

17. DELIVERY/PICKUP.

Customer shall pay a Delivery/Pickup charge. Charges include:

- (a) Extra mileage;
- (b) Labor;

(c) Fuel surcharges;
(d) Special access difficulties.
Customer is responsible for loading/unloading area safety.

18. LEGAL FEES.

If legal action is instituted because of Your performance or obligations hereunder, Customer shall pay Dealer's reasonable attorney fees and costs.

19. OUR LIABILITY UNDER OR IN CONNECTION WITH THIS CONTRACT IS LIMITED TO THE APPLICABLE LAW / REVENUE.

We are not liable for loss of profits, loss of business, or special or consequential damages.

20. TAXES AND FEES.

Customer agrees to pay all applicable federal, state and local taxes and fees.

21. AGENCY DISCLAIMER.

The Dealer is not the agent of the manufacturer. No representations are made beyond the manufacturer's written warranties.

22. CREDIT AND PUBLIC RECORD AUTHORIZATION.

Customer authorizes us to gather financial or credit information from third parties.

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