

## RENTAL CONTRACT - TERMS AND CONDITIONS

- (1) The rental equipment has been received in good working condition and will be returned in the same condition, ordinary wear and tear accepted.
- (2) Customer assumes all responsibility for injuries to persons or damages to property, and agrees to hold Lessor harmless for any and all claims, of whatsoever nature, arising out of use of the rental equipment while in his custody.
- (3) Customer agrees to Lessor's rights to enter premises of customer at any time to repossess said equipment. Customer hereby waives any rights of action against owner by reason of such taking or entry and agrees to reimburse Lessor's cost of repossession, if any.
- (4) Customer agrees to reimburse Lessor for all attorney fees, an amount not less than 25% of all sums due, court cost and expenses incurred by Lessor to enforce collection or to preserve or enforce Lessor's rights under this contract.

Customer agrees not to loan, sublet or otherwise dispose of equipment or use it at any other location than listed on the face of the contract.

### (6) PAYMENT

a. Customer agrees to pay Lessor upon demand:

- 1) All rates, charges, taxes, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this rental transaction.
- 2) Replacement cost for any loss or disappearance of equipment due to theft, conversion or other dishonest acts on part of any person or persons to whom the issued property is entrusted or any person or persons in the service or employment of the lessee whether or not occurring during the hours of such service or employment. Lessor reserves the right to consider the property lost, stolen, or converted if not returned within TEN DAYS of the date and time printed under the "TIME AND DATE DUE IN" column on the contract.

b. Credit Card -- Customer authorizes that Lessor may bill customer's credit card at the time of the rental or any time during or after the rental.

c. Payment Guarantee -- If I have directed Lessor and Lessor has agreed to bill charges to someone else who fails to make payment promptly when due. Customer promises to pay Lessor on demand. If Customer directs charges to be billed to another person, Customer represents that he is authorized to give Lessor such direction. Customer understands that he remains individually responsible for all charges even if Customer directed Lessor to bill another person.

d. Final Audit -- CUSTOMER UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Customer authorizes any credits or additional charges to be made and paid by the method used at the time of the reservation, rental or return.

- (7) Customer agrees to pay in full replacement cost, including labor, for all damages to rental equipment due to any cause whatsoever.
- (8) Maintenance fee is not insurance. Its purpose is to cover normal wear and tear. The renter is responsible for all damage and agrees to pay as stated in #7.
- (9) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
- (10) RENTAL FEES ARE FOR PORTAL TO PORTAL TIME OUT, NOT TIME USED, INCLUDING ANY PERIOD LESSOR IS CLOSED. OVERDUE RATES FOR EQUIPMENT RENTALS ARE COMPUTED @ 1/6 THE DAILY RATE FOR EACH HOUR OVER A DAY (24 HOURS). A ONE DAY RENTAL RATE FOR EQUIPMENT WITH RUN TIME HOUR METERS CONSISTS OF 8 HOURS USE WITHIN A 24 HOUR PERIOD. IF RUN MORE THAN 8 HOURS IN A 24 HOUR PERIOD, AN ADDITIONAL PRO-RATA CHARGE WILL BE MADE.

(11) Trailers less than 16 feet are not to exceed 2500 pounds of cargo.

## USED PRODUCT SALES CONTRACT - TERMS AND CONDITIONS

Lessor hereby sells as used product(s) to the purchaser, identified by his signature on the reverse side of this contract, the product(s) described on the reverse page of this contract subject to all terms and conditions.

### "AS IS" SALE - WARRANTY DISCLAIMER

The buyer hereby acknowledges that the product(s) described on the reverse side hereof which is the subject of this sale is a "used product" and is being sold on an "AS IS" and "WITH ALL FAULTS" basis.

The Lessor, as the seller, makes NO expressed warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and THE LESSOR does NOT make any implied warranties OF MERCHANTABILITY or FITNESS FOR PARTICULAR PURPOSE or any other warranties unless The Lessor has so provided in writing and the writing is signed by an authorized representative of The Lessor.

The buyer further understands that the entire risk as to the quality and performance of the product(s) purchased is with the buyer and that should the goods prove defective following his purchase, the buyer and not The Lessor will assume the entire costs of all necessary servicing or repairs. Furthermore, the buyer agrees to defend, indemnify and hold The Lessor harmless from all claims or liabilities, whether such claims or liabilities concern loss to property (real or personal) or injury to person, at all times following the execution of this contract. The buyer agrees to pay all court costs and reasonable attorney fees and any other expenses as part of its obligation to defend, indemnify and hold harmless The Lessor from all liabilities, claims, losses, and damages which may be asserted against The Lessor by any persons, partnerships, corporations or other entities under this contract or concerning the product(s) sold.

I, the buyer, hereby acknowledge that I have read all of the above terms and that I understand that it is an "AS IS" sale of used goods.

Buyers Initials \_\_\_\_\_