



SIDE 1

## 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 on reverse side (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 and time specified as "DUE IN" unless amended in writing on the reverse of this contract. Rental charges commence on delivery of Equipment to renter and end upon 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 costs for the use thereof. Renter's right to use the Equipment terminates on the expiration and due dates set forth above unless extended in writing by Dealer.
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 Renter fully understands 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 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 the negligence of the Dealer or his employees. Renter agrees to return the Equipment to Dealer's premises upon the expiration and due date hereof in as good condition as when received by Renter, ordinary wear and tear excepted. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable 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 DISREPAIR.** Renter will immediately discontinue use of the personal property should it at anytime, 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 agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Rental Equipment or product.
4. **COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of Equipment by Renter, and Renter agrees at his sole expense, to comply with all municipal, county, state and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and use by the Renter. Renter shall not permit any person who is 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 therefor and shall hold Dealer harmless from any claims or action arising therefrom. 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 of 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 MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S 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 within 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 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 one half (1 1/2%) 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 claims, 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 circumstances, 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 the hiring and use of the Equipment. Renter agrees to pay said taxes whether 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 in 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 convenience only and are not to be used in 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 DAMAGE WAIVER, Renter agrees to pay an additional charge as specified on the reverse on specific items as may be posted in Dealer's office in return therefor. 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:

- A. The first \$250.00 of loss or damage from any cause other than those losses or damages set forth in paragraphs 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.
- B. The first \$250.00 of loss or damage from any cause other than those losses or damages set forth in paragraphs A,C,D,E,F,G,H and I below for which Renter shall be fully responsible and liable, with respect to motor trucks, excluding fork lifts.
- C. Loss or damage resulting from overloading or exceeding the rated capacity of equipment.
- D. Loss or damage to motors or other electrical appliances or devices caused by artificial current.
- E. Damage to tires and tubes caused by blowout, bruises, cuts, road hazards, or other causes inherent in the use of equipment.
- F. Loss or damage resulting from lack of lubrication or other normal services of equipment.
- G. Loss or damage due to theft, mysterious disappearance, or shortage disclosed on inventory.
- H. Loss or damage caused by infidelity of Renter, his employees, or persons to whom the equipment is entrusted.
- I. Use of the equipment in violation of any of the terms of this agreement.
- J. 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 rights 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 and submission to Dealer of copy of police report.

### TERMS AND CONDITIONS OF SALE (APPLIES ONLY TO ITEMS SOLD, NOT RENTED)

In consideration of the purchase of the Equipment described, by the undersigned (herein after referred to as the "Buyer") from the company named on reverse side (hereinafter referred to as the "Dealer"), upon the terms and conditions and for the price herein specified, it is agreed as follows:

#### USED PRODUCTS

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 Dealer as the seller, makes NO expressed warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and the DEALER does NOT make any implied warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE or any other warranties unless the DEALER has so provided in writing and the writing is signed by an AUTHORIZED REPRESENTATIVE of the DEALER.

I, the buyer hereby acknowledges that I have read all of the above terms and conditions of sales and that I understand that this is an "as is" sale of used goods:

#### NEW PRODUCTS

Buyer acknowledges that the ONLY warranties provided with this product(s) are those provided by the manufacturer and that the DEALER makes NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, either express or implied.