

TERMS & CONDITIONS - CONTRACT AGREEMENT

- Rental Rates** - Unless otherwise specified, rental is for one day period. Lessor may terminate rental at any time. Scheduled rental rates begin when equipment leaves our store and continue until returned. We charge for all time out including Sundays and holidays. Unless otherwise specified, rental is for one "Rental Day Period." This means: All rental items picked up before noon hour are due back by closing time the same day. If the item is picked up after noon, it is due back within 1 hour after store opening the following day.
- Excess Usage & Overtime Rates** - Rental rates are designed for normal and reasonable use of equipment and are not to exceed eight hours use per day, five days per week. On metered equipment, additional hours are charged at 1/5 of the "Rental Date Rate." Overtime rates on equipment are calculated as follows: Hours over 1 rental day = 1/5 of the day rate days over 1 rental week = 1/5 of weekly rate; weekly/monthly rates are figured on a pro rata basis and apply only when paid in advance.
- Damage to Equipment/Damage Waiver** - Lessee agrees to promptly return the rented property and all attachments, parts, and accessories to the Lessor at Lessor's place of business, in the same condition in which such property was received, clean, normal wear and tear accepted, and agrees to pay for any and all damage to or loss of property while in his/her possession or control. Damage waiver rate is 10% of rental charge or Customer to furnish us with certificate of insurance naming rental equipment coverage.
However, if Lessee has accepted the damage waiver, Lessor assumes risk of damage to equipment of up to five hundred dollars of any damage claim, but not to exceed forty percent of replacement cost of unit.
The following are exceptions to this rule:
 - Loss or damage resulting from overloading, exceeding rated capacity, misuse, abuse, or improper servicing of equipment.
 - Damage to the tires and tubes caused by blowout, bruises, cuts or any other causes.
 - Loss due to mysterious disappearance or wrongful conversion by any persons.
 - Loss or damage from use of property in violation of any provisions of this lease or in violation of any local, state, or federal law.
 - Loss or damage by theft, vandalism, or malicious mischief.
 - Loss or damage to certain excluded items such as sewer camera, diamond bits and blades and others where Damage Waiver is not available.
 - If Lessee has a loss and receives compensation from his insurance company, Lessee shall assign such claims and all proceeds to Lessor immediately.
- All merchandise and supply sales are final and no returns will be accepted after transaction is finalized.
- In cases where a check has been used for payment or deposit, and is returned to use by the bank for any reason (such as: non-sufficient funds, closed account, etc.), there will be an additional thirty dollar fee due, over and above the face amount of the check.
- All equipment lost, stolen, or converted will be paid for by Lessee at the normal retail price. Accrued rental charges cannot and will not be applied against the purchase price. Lessee further agrees that all charges for rental, loss, supplies, damages, and any applicable interest charges will be paid. Lessee further agrees that all collection fees, attorney fees, court costs, and any other expenses involved in the collection of these charges will be borne by him/her in the court of the county in which indebtedness is incurred.
- Lessee acknowledges receipt of the equipment in good working condition and repair, and that he fully understands its proper use and assumes the risk of said use.
- Lessor assumes no responsibility for bumper damage from hitches, trailers, safety chains and the like.
- In the event of loss or damage to any of the equipment by theft, mysterious disappearance, vandalism, or malicious mischief, Lessee shall immediately notify the police and Lessor. Furthermore, Lessee shall have a police report made and furnish a copy of report to Lessor within 7 days of incident.
- Lessor is not responsible for any incidental or consequential damages caused by delays such as faulty, broken, or defective equipment or equipment that becomes unsafe while in use. However, Lessor will make reasonable attempt to provide a similar replacement to Lessee as soon as possible to minimize the delay.
- It is understood and agreed that Lessee shall indemnify and hold harmless the Lessor and its employees from or against any and all claims, demands, and liability whatsoever including but without limitation: all costs, attorney's fees or damages, on account of any injury to persons or property resulting from use of said equipment and further that the said property will be used solely by the customer and/or persons here in designated, and by no other person without the consent of Lessor.
- IMPORTANT.** If you are not able to get this equipment to operate, or do not think it is operating correctly, please notify this rental center at once. If this action is not taken promptly, please do not expect any adjustment of the established rental rate upon return of this item.
- I HAVE EXAMINED THE EQUIPMENT LISTED ON THE CONTRACT AND FOUND IT TO BE SAFE AND IN GOOD CONDITION. I HAVE BEEN SHOWN PROPER OPERATION OF THE EQUIPMENT AND PROPER SAFETY PROCEDURES AND GIVEN ADEQUATE INSTRUCTIONS TO SAFELY OPERATE THE EQUIPMENT. I WILL BE RESPONSIBLE FOR MAKING SURE THAT ONLY PROPERLY TRAINED, EXPERIENCED OPERATORS USE THIS EQUIPMENT NOW AND DURING THE LIFE OF THIS RENTAL AGREEMENT.**
- LOADING AND UNLOADING GOODS.** Customer is responsible for loading and unloading goods. If Dealer's employees assist in loading or unloading the goods, Customer agrees to assume the risk of, and hold Dealer harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Dealer or his employees. It is the Customer's responsibility to secure the equipment on his vehicle.

TRUCK RENTAL AGREEMENT - ADDITIONAL TERMS AND CONDITIONS

- DRIVERS:** In no event shall the vehicle be used, operated or driven by any person other than (1) Renter, or (2) qualified, licensed drivers who have Lessor's prior written consent and are named as additional drivers on page 2 of this agreement, except that without violation this contract, vehicles may be used, operated or driven by another person who is qualified; licensed driver 25 to 69 years of age for cars and 21 to 65 years of age for trucks, if such other person is the Renter's employer or employee and uses and operates the vehicle in the normal course of such employment.
- PROHIBITED USE:** The vehicle shall not be used (1) in violation of any law, ordinance or regulation, (2) by any person who is under the influence of intoxicants, narcotics or drugs, (3) if an automobile, for the transportation of persons or property for hire, (4) in any race, test or competitive event, (5) outside the State in which the vehicle is rented without Lessor's prior written consent, (6) by any person not specified in Paragraph 1 above or (7) to push or tow any vehicle except with Lessor's prior written consent and subject to all the conditions appearing on the reverse hereof. Renter is prohibited from installing any bumper, clamp-on, or other type of trailer hitch, without Lessor's prior written consent. In No Event Shall Renter Subrent or Release the Vehicle to another Person or Corporation. If the Vehicle is obtained by Renter by fraud or misrepresentation or is obtained or used in furtherance of an illegal purpose, all use of the Vehicle is Without Lessor's Permission. The foregoing conditions are cumulative and each of them shall apply to every use, operation or driving of the Vehicle.
- INSURANCE:** Vehicle is covered by an automobile liability insurance policy, a copy of which is available for inspection at the main offices of the Lessor. Said policy provides coverage and limits of liability at least equal to the liability coverage and limits of liability required on the operator to satisfy this State's financial responsibility motor vehicle laws, but only if no other valid and collectable insurance, whether primary, excess of contingent, is available to Renter. Renter, being an assured under said policy, agrees to comply with and to be bound by all of the terms, conditions, limitations and restrictions of said policy, which are hereby incorporated by reference herein and made a part of this Rental Agreement as fully as if set forth at length including those terms, which are hereby incorporated by reference herein and made a part of this Rental Agreement, as fully as if set forth at length including those terms, conditions, limitations and restrictions of which no specific mention is made herein. Collision insurance is subject to other deductible amount shown under the "Collision Damage Waiver" section on Page 2. LESSOR'S POLICY SHALL NOT APPLY: (1) to any obligation for which the Renter or any driver of the vehicles or the employer of either or any insurance carrier, may be held liable under any workmen's compensation or disability benefits or similar law, (2) to any obligation assumed by the Renter or any driver under any expressed or implied contract, (3) to any liability of Renter or any driver, or any employer of either arising, while the vehicle is being used in violation of any of the limitations set forth in Paragraph 2, (4) unless otherwise required by law, to medical payments required by persons sustaining injuries while riding or alighting from or getting into or on the vehicle, (5) to the theft of the vehicle unless the keys are removed and the doors are locked and the windows tightly closed.
- INDEMNITY:** Renter releases and holds Lessor, its agents and employees, harmless, (a) from all claims for the loss or damage to any property of Renter or any other person left in, on, or about the Vehicle, either before or after its return to Lessor, or on the Lessor's premises, without regard to any negligence by Lessor or any of its agents or employees. Renter shall defend, indemnify and hold harmless Lessor from and against any and all losses, liabilities, damages, injuries, claims, demands, costs, and expenses arising out of use or possession of the Vehicle including, but not limited to, any and all fines, penalties and forfeitures imposed under any Federal, State, Provincial, Municipal, or other statute, law, ordinance, rule, regulation, (b) to the extent not covered by insurance any claims of, or liabilities to, third persons arising out of the abandonment, conversion, secretion, concealment or unauthorized sale of the Vehicle by Renter or its drivers, agents or employees, or in confiscation of the Vehicle by any governmental authority for illegal or improper use of the Vehicle.
- I have this day rented from you the motor vehicle described above, and for its use will pay the minimum daily rental and mileage rates specified above, I DO WARRANT AND AGREE: I am a duly licensed driver with a current and valid driver's license and I have no physical disability or impairment of sight or hearing and being of legal age, declare myself to be familiar with the following terms, covenants and conditions contained herein. I have examined said vehicle and found it in good working order and if any defect is found after the rental has begun, I will operate it at my own risk. I agree not to drive or to permit another to drive this vehicle for any unlawful purpose, or in a careless or negligent manner or in excess of legal and posted speed limits, or while under the influence of intoxicating liquors or drugs. I agree that Lessor has no liability whatsoever for loss or damage to cargo carried on said vehicle. If I fail to return vehicle to Lessor within 18 hours of the above specified time, then Lessor may consider such vehicle stolen and may issue theft notice and take necessary steps to recover same, I agree to pay Lessor for any damage to vehicle or to the tires of said vehicle, caused by abusive handling, reckless or negligent use or by overloading of said vehicle. I agree that Lessor shall not be liable for damage, or loss of time or inconvenience, caused by accident or breakdown of said vehicle. I agree not to disconnect or tamper with the speedometer on said vehicle, and in such event agree to pay Lessor at the rate in effect at the time of the rental, on the basis of 40 miles for each hour said vehicle was in my possession. If the vehicle is involved in any accident or damaged in any way, I will promptly notify Lessor.

COLLISION DAMAGE WAIVER

Lessor agrees to waive claim against Renter for first \$500.00 only of collision damage to the rented vehicle if the vehicle is used in accordance with this agreement and the Renter by his initial agrees to pay a daily fee. The covered van body, if unit is so equipped, is specifically excluded from the above agreement.

CAUTION: Read Front and Back Before Signing

Failure to return rented property according to this contract or use other than specified by this contract shall constitute unlawful conversion of the property.

This agreement terminates Date _____

SIGNED X _____