

RENTAL CONTRACT TERMS

1. **HOLD HARMLESS AGREEMENT.** Customer agrees to assume the risks of and defend, indemnify and hold Dealer harmless for all claims, lawsuits and any other liability for injury to persons or damage to property or the environment caused by the equipment, connected with the use of the equipment or breach of any warranty by the customer, even if the liability arises out of Dealer's negligence.
2. **RENTAL RATES.** Rental rates (and sales prices) are FOB Dealer's yard and do not include insurance of any kind. Rates are based on an eight hour day, 40 hour week and 176 hour month. For 16 hour operation, the rate is one and one-half times the normal rate (add 50%). For 24 hour operation, the rate is double the normal rate (add 100%). All charges are based on the time the equipment is out of Dealer's yard; the rates are not based on the time that the equipment is actually in use, except for the additional 16 and 24 hour charges.
3. **INSPECTION.** Customer acknowledges that he has had an opportunity to personally inspect the equipment, and finds it suitable for his needs and in good condition, and that he understands its proper use. Customer further acknowledges his duty to inspect the equipment prior to use and notify Dealer of any defects.
4. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to discontinue use immediately and notify Dealer. If the equipment is being rented by Customer, Dealer will replace the equipment with similar equipment in good working order if available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.
5. **WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED.** There is no warranty that the equipment is suited for Customer's intended use, or that it is free from defects. If this is a sale, Dealer makes no warranties whatsoever. Dealer agrees that it will, upon request, advise Customer of any warranties made by the manufacturer of the equipment of which Dealer is aware. Customer agrees that any manufacturer's warranty shall be its sole remedy.
6. **PROHIBITED USES.** Use of the rented equipment in the following circumstances is prohibited, and constitutes a breach of this contract:
 - a. Use for illegal purpose or in illegal manner.
 - b. Use when the equipment is in bad repair or is unsafe.
 - c. Improper, unintended use or misuse.
 - d. Use by anyone other than Customer or his employees, without Dealer's written permission.
 - e. Use at any location other than the address furnished Dealer without Dealer's written permission. (Does not apply to mobile equipment.)
7. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** Dealer may assign his rights under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may not sublease or loan the rented equipment without Dealer's written permission. Any purported assignment by Customer is void.
8. **TIME OF RETURN.** Customer's right to possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.
9. **LATE RETURN.** Customer agrees to return the rented equipment during Dealer's regular store hours, upon termination of the rental period. Time is of the essence of this contract. If not timely returned, Customer shall pay applicable rental rate until equipment is returned.
10. **DIRTY, DAMAGED OR LOST EQUIPMENT.** Customer agrees to pay for any damages to or loss of the equipment, as an insurer, regardless of cause, except reasonable wear and tear, while the equipment is out of the possession of the Dealer. Customer also agrees to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost equipment. Equipment damaged beyond repair will be paid for at its Fair Market Value when rented. The cost of repairs will be borne by Customer, whether performed by Dealer, or, at Dealer's option, by others. Dealer shall charge its normal retail shop rate, plus parts.
11. **TIME OF PAYMENT.** Accounts are due and payable at the termination of the rental period. A carrying charge of 1½% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.
12. **COLLECTION COSTS.** Customer agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.
13. **REPOSSESSION.** Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and remove the equipment from wherever it is, and Dealer and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.
14. **INSPECTION OF TRAILER HITCH.** Customer agrees to inspect the trailer coupling mechanism and safety chain before leaving Dealer's premises. Customer also agrees to inspect the equipment periodically (every 250 miles) and to maintain the coupling and chain in a safe and secure condition.
15. **WAIVER OF CLAIMS.** Customer waives all claims for personal injuries, property damage to the transported goods, loss of time or inconvenience arising out of the use of the rented vehicle or trailer, or any accident or breakdown.
16. **ACCIDENT NOTIFICATION.** Customer will immediately notify Dealer in the event of any accident involving the equipment.
17. **LOADING AND UNLOADING.** Customer is responsible for loading and unloading the equipment. If Dealer's employees assist in loading or unloading the equipment, 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.
18. **DISCLAIMER OF AGENCY.** Customer acknowledges that he is not the agent of Dealer for any purpose.
19. **TIRE REPAIR OR REPLACEMENT.** Customer acknowledges that repair and replacement of tires are not included in the rental rate and agrees to pay for the repair or replacement of any tires returned to the dealer in a damaged condition, regardless of the cause of the damage, reasonable wear and tear excepted.
20. **FAILURE TO RETURN EQUIPMENT DURING BUSINESS HOURS.** In the event the equipment is not returned during Dealer's regular business hours, Customer agrees to pay for any damage to or loss of the equipment occurring between the time of return and the commencement of Dealer's next business day.
21. **DISCLAIMER OF MANUFACTURE.** Customer agrees that Dealer is neither the manufacturer of the equipment nor the agent of the manufacturer.
22. **USE OF GOODS.** Customer agrees that the equipment shall be used only by persons competent in its operation and further agrees that he is solely responsible for providing competent operators.
23. **TITLE.** Unless specified on the front of this agreement, this agreement is not a contract of sale. Title to the goods is and shall remain in Dealer. If this is a contract of sale, title to the goods shall not pass to customer until the goods are paid for in full.
24. **SEVERABILITY.** The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
25. **INDEMNITY.** Customer agrees to indemnify and reimburse Dealer for all liabilities to Customer, his agents or third parties, arising out of the use of the equipment of a breach of this contract by Customer, including those arising from Dealer's negligence.
26. **EQUIPMENT MAINTENANCE.** Customer is responsible for daily maintenance of the equipment, including fuel and oil levels and greasing the equipment.