

TERMS AND CONDITIONS

1. 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.

2. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to discontinue use and notify Dealer who 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.

3. 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.

4. INDEMNIFICATION. Customer agrees to assume the risks of, and hold Dealer harmless for, property damage and personal injuries, including death and dismemberment, caused by the equipment and/or arising out of Dealer's negligence.

Lessee shall indemnify and defend lessor against and hold lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including attorney's fee which (1) Relate to injury or to destruction of property, or bodily injury, illness, sickness, disease or death of any person (including employees of lessee), and (2) Are caused by, or claimed to be caused, in whole or in part by the equipment leased herein or by the liability or conduct (including active, passive, primary or secondary) of lessor, its agents or employees, or anyone for whose acts any of them may be liable. The parties agree that lessor shall only be liable or responsible for damages or claims that are caused by the gross negligence or willful, wanton or intentional misconduct of the lessor.

Lessee shall, at its own cost or expense, defend lessor against all suits or proceedings commenced by anyone in which lessor is a named party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses and attorney's fees incurred in such defense and/or settlement, judgment or other resolution. In the event that such action is commenced naming lessor as a party, lessor may elect to defend said action on its own behalf and lessee agrees that it shall be liable for all costs, expenses and attorney's fees incurred by lessor in such defense.

The parties agree that in no event shall lessee's liability for indemnification hereunder exceed \$500,000.00.

5. PROHIBITED USES. Use of the 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.)

6. 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 equipment without Dealer's written permission. Any purported assignment by Customer is void.

7. TIME OF RETURN. Customer's right to possession terminates on the expiration of the rental period ("Due In" date & time) 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.

8. LATE RETURN. Customer agrees to return the rented goods during Dealer's regular store hours, upon expiration of the rental period ("Due In" date & time). Customer agrees that if the rented goods are held beyond the expiration of the rental period ("Due In" date & time) as designated in the contract, the daily rate as indicated on the contract shall be the agreed contractual rate for the entire period, notwithstanding any lesser periodic rate.

9. DAMAGED, DIRTY, OR LOST EQUIPMENT. Customer agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are 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, lost or stolen goods. Equipment lost, stolen or damaged beyond repair will be paid for at its current list price. The cost of repairs will be borne by the Customer, whether performed by the Dealer, or, at Dealer's option, by others.

10. TIME OF PAYMENT. Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.

11. 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.

12. 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 goods from wherever they are, and Dealer and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.

13. 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 100 miles) and to maintain the coupling and chain in a safe and secure condition.

14. DAMAGE TO BUMPERS. Dealer is not liable for damage to Customer's bumper or automobile done by detachable hitches, towbars or other detachable equipment.

15. DAMAGE WAIVER. Damage Waiver Is Not Insurance. You are responsible for any loss of or damage to the Rented Equipment and Items ("Equipment") and for their return in the same condition in which they were received, except for ordinary wear and tear. If You accept the Damage Waiver, however, We agree to waive Our right to recover from You the amount of loss or damage to the Equipment while in your possession, except that You will be responsible for the first \$500.00 or 50% of the cost of repair or replacement of damaged Equipment (whichever is higher). You agree to immediately notify Us of any accident and promptly submit any applicable police reports. If You have insurance, the Damage Waiver becomes secondary, and You agree to exercise all rights available to You under Your insurance coverage and assign all claims and proceeds from Your insurance coverage to us. Notwithstanding the foregoing, Your liability for loss of, or damage to, the Equipment will not be waived in the following circumstances: (1) Any item or part thereof which is not returned, irrespective of the reason, including theft. (2) Reckless, careless or abusive operation or use of the Equipment. (3) Use or operation of the Equipment exceeding its rated capacity. (4) Damage to motors, generators, drills or other tools, electrical appliances or devices caused by use of non-utility generated power,

whether or not supplied by Us. (5) Damage to tires, tubes and wheels caused by blowout, bruises, cuts, punctures or other causes inherent in the use of the Equipment. (6) Damage resulting from failure to perform or pay for all normal periodic and other basic service maintenance, adjustments and lubrication of the Equipment. (7) Loss or damage caused by dishonesty of Your employees, or wrongful conversion by any person whom You allow to possess the Equipment. (8) Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment manufacturer. (9) Damage resulting from vandalism, malicious mischief, or intentional abuse. (10) Damage to any and all accessories, such as air hoses, electric cords, blades, welding cable, liquid fuel tanks and other similar items and accessories. (11) Damage resulting from overturning or striking overhead objects. (12) Damage resulting from use of the Equipment in violation of any terms of this Rental Contract.

16. SEVERABILITY. The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

17. LOADING AND UNLOADING EQUIPMENT. Customer is responsible for loading and unloading equipment. If Dealer's employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold Dealer and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Dealer.

18. PROPERTY DAMAGE. Not responsible for damage to driveways, lawns, sprinkler systems, gardens, septic tanks, drainfields and/or flower beds as result of on the job deliveries.

19. ENVIRONMENTAL FEE. An environmental fee of 2% is additional to all rentals and is subject to change without notice.

20. DRIVER OF VEHICLE. The vehicle may be driven only by the Customer or such other validly licensed individual(s) who are properly identified on Page Two of this Agreement.

21. RESTRICTIONS ON USE OF VEHICLE. The vehicle shall not be used: (a) to transport persons for compensation; (b) in any race, test or competitive event; (c) outside the state where the vehicle was rented, unless prior written consent is obtained from the Licensee; (d) in violation of any federal, state or local; (e) by any person who is under the influence of any form of intoxicant or drugs; (f) to push or tow any trailer or other vehicle; (g) if further use of the vehicle might result in damage to the vehicle (i.e. warning lights indicate a problem, there is a flat tire, steam or smoke is rising from engine, etc.); (h) to carry hazardous or explosive substances; (i) on any road or other area that is not hard surfaced and regularly maintained, unless prior written consent is obtained from Licensee; (j) to transport any load in excess of the weight specified on the vehicle or on Page Two of this Agreement; (k) in any area where there is not sufficient height or width clearance; (l) if cargo is improperly loaded and secured; (m) by the Customer for advertising purposes; (n) to transport animals of any kind or nature, living or otherwise; and (o) in any abusive, reckless or negligent manner. Use of the vehicle in any manner or for any purpose outlined above will be deemed a breach of this Agreement and the Licensee will be entitled to repossess the vehicle without notice or consent of the Customer and to recover money damages, if necessary, to repair any vehicle damaged as a result of the Customer's breach.

22. RETURN OF VEHICLE. The vehicle shall be returned to the Licensee at the time and date specified on Page Two of this Agreement, in the same condition as when received, ordinary wear and tear excepted. The Customer will be charged for any cleaning or repair costs necessary to return the vehicle to the required condition. The determination as to the condition of the vehicle shall be made solely by the Licensee. If the Customer fails to return the vehicle as specified within three days of the time required on Page Two, such failure shall constitute an unauthorized taking of the vehicle, and the Licensee may take any steps it deems reasonable for the recovery of the vehicle. The vehicle may be repossessed if it is illegally parked, appears to be abandoned, if the renter gave false or misleading information at the time of rental or if the Customer violates the terms of this Agreement in any other manner. The Customer agrees to indemnify and hold harmless the Licensee for any action taken by the Licensee under the terms of this Agreement.

23. SUBLETTING. Subletting or re-letting of the vehicle is not permitted.

24. FEES, LICENSES, PERMITS, TAXES AND FINES. The Customer shall be solely responsible for payment of any fees, licenses, permits, taxes or fines, required by or resulting from the Customer's use or operation of the vehicle.

25. CHARGES. The Customer shall pay all charges required under this Agreement upon demand. The Customer agrees that mileage and time charges on Page Two are minimum charges only and that no refund or reimbursement is due Customer in the event that fewer days and/or miles are actually used. No pro-rations will be made by Licensee.

26. LIABILITY INSURANCE. The vehicle is covered by a liability insurance policy which provides coverage to the Customer in excess to and secondary to any liability insurance held by the Customer. This coverage is in accordance with the minimum requirements under applicable state law and does not include under-insured / uninsured coverage, except where required by law. Coverage is excluded where: (1) the vehicle is operated in violation of this Agreement; or (2) the loss results from intentional or criminal actions of the Customer. Coverage is also excluded for loss or damage to property owned by or in the possession of the Customer or for any injuries of any nature whatsoever to the Customer's agents, employees, guests, members of the Customer's household or other occupants of the vehicle.

27. OTHER LIABILITY. The Customer assumes all risks from the improper use of the vehicle. The Customer is responsible for damages to the Customer's property or goods in storage or in transit, or for any property left or stored in the vehicle, or elsewhere in the renting location. The Customer agrees not to hold the Licensee liable for damages from down time, materials or other consequential damages resulting from the use of the vehicle. The Customer releases and holds Licensee, its agents and employees harmless from and against any and all losses, liabilities, damages, injuries, claims, costs and expenses arising out of the Customer's use or possession of the vehicle, including, but not limited to any and all fines, penalties and forfeitures imposed by any governmental entity, and, to the extent not covered by insurance, any claims or liabilities to third parties arising out of the abandonment, conversion, concealment or unauthorized sale of the vehicle by the Customer, or its drivers, agents or employees, or for the confiscation of the vehicle by any governmental authority because of illegal or improper use. The Customer shall additionally hold Licensee harmless for all loss, liability and expense in excess of the limits of liability provided for herein as a result of injury, death or property damage arising out of the Customer's use of the vehicle. Neither the Customer nor any other driver of the vehicle shall be deemed the agent, servant or employee of the Licensee for any reason or any purpose. During the term of this Agreement, the Customer assumes full responsibility for the vehicle to the public and any regulatory body having jurisdiction.

RATE STRUCTURE:	1 DAY = 24 HRS.
	1 WEEK = 7 DAYS
	MONTH = 4 WEEKS

METERED EQUIPMENT:	1 DAY = 8 HOURS
	1 WEEK = 40 HOURS
	4 WEEKS = 160 HOURS