

No operators are furnished, directly or indirectly with our equipment, or vehicles.

In consideration of hiring of the vehicles and/or equipment (herein "the equipment") described on the front of this contract it is agreed as follows:

1. DEPOSIT. Renter acknowledges that one of the purposes and intent of the deposit is to secure and guarantee complete performance of renters obligations under the contract.

2. WARNING. The use of false or fictitious identification to obtain the equipment or the failure to return the equipment upon the expiration of this contract may be considered a theft, resulting in criminal prosecution.

3. POSSESSION/TITLE. Renters right to possession of the equipment terminates on the return date indicated on the front of this contract. Retention of Possession after this date constitutes a material breach of this agreement.

Time is of the essence of this agreement. Any extension of this agreement must be agreed upon in writing. Title to the equipment is and shall remain in rental center. If the equipment is not returned and/or levied upon for any reason whatsoever, rental center may retake said items without further notice or legal process and use whatever force is reasonably necessary to do so. Renter hereby agrees to indemnify, defend and hold rental center harmless from any and all claims and costs arising from such retaking. If equipment is levied upon, renter shall notify rental center immediately.

4. RECEIPT/INSPECTION OF EQUIPMENT. Renter hires the equipment on an "as is" basis. Renter acknowledges that he has personally inspected the equipment prior to its leaving rental center (regardless of point of delivery) and finds it suitable for his needs. Renter acknowledges receipt of all items listed in this agreement in good working order and repair and that he understands its proper operation and use without further instructions regarding operation and use from rental center. Renter acknowledges that he has had an opportunity to inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the equipment to renters vehicle, if any, and renter declares that he has received the equipment in a secure and operative condition.

5. SOLVENCY. Renter represents to rental center that he is not insolvent and should he become insolvent, that, he will return all equipment to rental center immediately.

6. RENTAL PERIOD/RATE/PAYMENT. Rental period is for a maximum of twenty four (24) hours unless a longer term is specified in the "return date". Rental charges begin immediately upon delivery of the equipment to the location directed by the renter or upon equipment leaving rental center, whichever happens first. Rental charges end upon return of the equipment to rental center in an acceptable condition. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Rental center may terminate rental at any time and retake the equipment without further notice in case of violation by renter of any terms or conditions of this agreement. Renter agrees to pay any collection costs and attorneys fees incurred in collection of this account or any dispute arising under this agreement. Rental rates are based upon single shift usage (8 hours per day, 5 days per week). If renter makes greater use of the equipment it is agreed that the additional usage will be charged.

7. ORDINARY WEAR AND TEAR. "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment on a one-shift basis. Damage which is not "ordinary wear and tear" includes but is not limited to: damage resulting from lack of fuel or lubrication; failure to maintain proper oil, water, hydraulic or air pressure levels; damage due to overturning, overloading or exceeding rated capacities; improper use; abuse; lack of cleaning; tire damages. Renter shall be responsible for all damage not caused from ordinary wear and tear.

8. COMPLIANCE WITH LAWS/USE OF EQUIPMENT. Renter agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner. Renter acknowledges that rental center has no physical control over the use of the equipment. Renter agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the equipment during the rental period. Renter further agrees to pay all licenses, fees, permits or taxes arising from his use of the equipment, including any subsequently determined to be due as a result of an audit.

Renter shall not allow any person who is not qualified to operate the equipment or use the equipment. Renter shall not allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition, or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without rental center's written permission; or, allow a lien to be placed upon the equipment.

Renter agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to discontinue, use and immediately notify rental center when equipment is found to need repair or maintenance. Renter acknowledges that rental center has no responsibility to inspect the equipment while it is in renter's possession. If the equipment becomes unsafe or requires repair, renter shall discontinue using it and notify rental center immediately.

9. RETURN OF EQUIPMENT. Renter agrees to return the equipment to rental center during regular business hours upon "return date" in as good condition as when received, ordinary wear and tear accepted.

10. PURCHASE ORDERS. The use of renters purchase order number on this agreement is for renters convenience and identification only.

11. SUBLETTING/LOCATION OF EQUIPMENT. Renter agrees not to sublet, loan or assign the equipment. Renter shall not move the equipment from the address at which renter represented it was to be used.

12. DISCLAIMER OF WARRANTIES. Rental center makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for renter's particular intended use, or that it is free of latent defects. Rental center shall not be responsible to renter or any third party for any loss, damage or injury caused by, resulting from, or in any way attributable to the operation of, use of, or any failure of the equipment. Rental center shall not be responsible for any defect or failure unknown to rental center. Renters sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that renter notifies rental center immediately of such failure and returns the equipment to rental center within twenty four (24) hours of such failure.

13. DEFAULT. Should renter in any way fail to observe or comply with any provision of this agreement, rental center may, at his sole option exercise any and all of the following remedies:

- (a) Termination of this agreement.
- (b) Retake the equipment.
- (c) Declare any outstanding rent and charges due and payable and initiate legal process to recover the monies.
- (d) Pursue any of the remedies available to rental center (exercise of any remedy available to rental center shall not constitute an election of remedies or a waiver of any additional remedies to which rental center may be entitled).

14. RETAKING OF EQUIPMENT. If for any reason it becomes necessary for rental center to retake the equipment, rental center may retake the equipment without further notice or further legal process.

15. ACCIDENTS, REPORTING AND INDEMNIFICATION. IN THE EVENT OF ANY ACCIDENT RESULTING IN PROPERTY DAMAGE OR BODILY INJURY ARISING FROM USE OF THE EQUIPMENT WHILE IT IS IN RENTER'S POSSESSION, RENTER HEREBY EXPRESSLY AGREES TO ASSUME RESPONSIBILITY FOR HIMSELF, HIS OWN EMPLOYEES, AGENTS AND ASSIGNS NEGLIGENCE AND AGREES TO INDEMNIFY, DEFEND AND HOLD RENTAL CENTER HARMLESS FROM ANY CLAIM OR ACTION ARISING THEREFROM, INCLUDING ANY COSTS AND ATTORNEYS FEES INCURRED IN CONNECTION THEREWITH. RENTER AGREES TO NOTIFY RENTAL CENTER IMMEDIATELY IN CASE OF ANY ACCIDENT AND TO OBTAIN THE NAMES, ADDRESSES, PHONE NUMBERS AND OTHER PERTINENT INFORMATION FROM ALL PARTIES INVOLVED AND ALL WITNESSES.

16. NOTICE OF NON-WAIVER/SEVERABILITY. Any failure of rental center to insist upon strict performance by renter as regards any provision of this agreement shall not be interpreted as a waiver of rental center's right to demand strict compliance with all other provisions of this agreement against renter or any other person. The provisions of this agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.

17. DAMAGE WAIVER. By Renter initialing acceptance of the Damage Waiver, on the front of this agreement and with immediate notification in the event of any accident and the prompt submission of applicable police reports, rental center and renter agree that rental center will waive any claim against renter for direct physical damage to the equipment for any external cause, except as follows:

- (a) Any item of equipment or part thereof which is not returned for whatever reason, including theft;
- (b) Loss or damage resulting from overloading or exceeding rated capacity of the equipment;
- (c) Loss or damage to motors or other electrical appliances or devices caused by artificial current;
- (d) Damage to tires, tubes and wheels caused by blowout, bruises, cuts and other causes inherent in the use of the equipment;
- (e) Loss due to mysterious disappearance, wrongful conversion by a person entrusted with the equipment or a shortage disclosed on inventory;
- (f) Loss or damage caused by infidelity of renter, its employees, or persons to whom the equipment is entrusted;
- (g) Loss or damage resulting from misuse, abuse, failure to maintain cleanliness, proper oil, fuel, hydraulic pressure or coolant levels, lack of lubrication or other normal servicing of equipment;
- (h) Overhead damage and all damage resulting from overturning;
- (i) All damage or loss resulting from use of the equipment in violation of any provision of this agreement, violation of any law, ordinance or regulation or operation in an improper or negligent manner;
- (j) Damage from dirtying of equipment by paint, mud, plaster, concrete, rosin or any other material. Renter is responsible for cleaning and repainting, as required. 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 such claim and renter further agrees to sign said claim and any and all proceeds from such insurance shall be payable to rental center. Renter to provide rental center with complete information concerning insurance coverage carried.