TERMS AND CONDITIONS

1. INSPECTION. Customer acknowledges that Customer has had an opportunity to personally inspect the equipment, and finds it suitable for Customer's needs and in good condition, and that Customer understands its proper use. Customer further acknowledges Customer's 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 EXPRESSED OR IMPLIED. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS.

4. POSSESSION/TITLE. Dealer owns the Equipment, and title in and to all of it will remain Dealer's at all times. Customer is entitled only to use and possess the Equipment for the Rental Period; subject to the terms of this Contract. If Customer retains any of the Equipment beyond the agreed Term without Dealer's express written consent, Customer will be deemed to have materially breached this Contract. Customer will not take, grant or permit the taking of any (and Customer hereby waives any and all) liens or other similar claims on any portion of the Equipment, and Customer will take such actions as may be necessary, at Customer's sole cost and expense, to ensure that any and all such liens are released as soon as possible.

5. HOLD HARMLESS/INDEMNITY. Customer assumes all risks associated with the possession, use, transportation and storage of the Equipment. **ACCORDINGLY, CUSTOMER HEREBY WAIVES ANY AND ALL LIENS AND CLAIMS ARISING FROM OR ASSOCIATED WITH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DEALER FROM AND AGAINST, ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, CLAIMS FOR BODILY INJURY(IES) (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF TIME AND/OR INCONVENIENCE) RESULTING FROM OR ARISING IN CONNECTION WITH SUCH POSSESSION, USE, TRANSPORTATION AND/OR STORAGE, REGARDLESS OF THE CAUSE AND INCLUDING ANY INJURIES AND/OR DAMAGES SUFFERED BY CUSTOMER, CUSTOMER'S EMPLOYEES AND/OR ANY THIRD PARTY(IES), EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM DEALER'S INTENTIONAL MISCONDUCT.**

6. ASSIGNMENT AND SUBLETTING. Dealer may, at Dealer's sole option, assign all or any portion of Dealer's rights and/or remedies under this Contract without Customer's consent. **CUSTOMER MAY NOT ASSIGN CUSTOMER'S RIGHTS OR REMEDIES UNDER THIS CONTRACT, NOR MAY CUSTOMER SUBLEASE OR LOAN ANY OF THE EQUIPMENT TO ANY THIRD PARTY WITHOUT DEALER'S PRIOR WRITTEN CONSENT. ANY SUCH ATTEMPTED ASSIGNMENT OR SUBLEASE BY CUSTOMER WILL, AT DEALER'S OPTION, BE DEEMED VOID *AB INITIO*.**

7. ASSUMPTION OF RISK. Customer acknowledges that the possession, use, transportation and/or storage of the Equipment may give rise to the risk of personal injury and/or property damage. **CUSTOMER VOLUNTARILY ASSUMES ALL SUCH RISK AND RELEASES AND DISCHARGES DEALER AND THE EQUIPMENT FROM ANY AND ALL LIENS, LIABILITIES AND CLAIMS ARISING IN CONNECTION WITH THE SAME, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH DEALER'S NEGLIGENCE (OTHER THAN DEALER'S INTENTIONAL MISCONDUCT).**

8. 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.)

9. 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.

10. 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.

11. 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.

12. 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 Customer, whether performed by Dealer, or, at Dealer's option, by others.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. PROPERTY DAMAGE. Not responsible for any damage whatsoever as a result of on-the-job deliveries or pick up by Dealer.

20. 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/equipment & Tents.

21. UNDERGROUND FACILITIES. Customer agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of Dealer's work crews. Customer assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities, Customer must call one week prior to installation.

22. EQUIPMENT FAILURE. In the event any of the Equipment fails to start, breaks, malfunctions, becomes unsafe or is in need of maintenance or repair, Customer agrees to immediately discontinue use, notify Dealer, and if directed to do so, return the Equipment to Dealer. Customer further agrees Customer will not repair or have anyone else repair any Equipment. Failure to timely notify Dealer will result in Customer being charged for all Time Out.

23. FUEL SURCHARGE. Equipment with gas/diesel engines must be returned full of fuel or Customer will be charged at the current Dealer's rate.

24. SITE PREPARATION. If Dealer has agreed to deliver any Equipment, Customer agrees to have the Site clean and ready for the delivery and installation or dismantling and retrieval, and Customer agrees to pay an additional charge for any delay incurred, or additional labor performed by Dealer resulting from Customer's failure to timely do so.

25. INSURANCE. If any of the Equipment is to be used for a commercial purpose or is otherwise designated as "Customer Insured" on Page 1, Customer agrees to maintain (a) property damage and casualty insurance on an "all risks" basis for the full replacement cost of the Equipment (including without limitation, all risks of loss or damage covered by the standard extended coverage endorsement) with such deductibles, if any, as may be acceptable to Dealer in Dealer's discretion; and (b) commercial general liability insurance with minimum limits of $1,000,000 per occurrence. Such insurance shall cover all operations and contractual obligations, as well as any and all damage or liability arising in connection with the handling, transportation, maintenance, operation, use or possession of the Equipment during the Term, and shall name Dealer as an additional insured and loss payee on a "closed clause" basis. All such insurance shall be primary, without any self-insured retention, and shall waive subrogation against Dealer. Customer agrees to provide to Dealer copies of the proper endorsements for the above coverages specifying that they will not be cancelled during the Term. Any insurance Dealer carries will be deemed to be in excess of Customer's insurance.

26. DAMAGE WAIVER. If Customer pays the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, Dealer agrees to modify the terms of this contract and relieve Customer of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, windstorm, upset and riot. Dealer excludes from the waiver, however, any loss or damage due to theft, burglary, collision, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to Customer's failure to care for the rental item(s) as a prudent person would his/her own property, such as proper lubrication. In addition, if the item(s) rented is a truck, Customer is not relieved of liability of accidental damage for the truck container (box) caused by striking a stationary object. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that Customer must file a report to the proper law enforcement authorities and furnish Dealer a copy. In addition, if Customer has insurance for the loss or damage, Customer shall exercise, and shall empower Dealer to exercise, all Customer's rights to obtain recovery under insurance, shall cooperate with Dealer to obtain recovery and all insurance proceeds shall be given or assigned to Dealer.

27. WAIVER OF JURY TRIAL. Each party waives its right to a jury trial of any claim or cause of action based on or arising out of this agreement or the subject matter hereof. This waiver pertains to all disputes that may relate to the subject matter hereof, including, without limitation, contract, tort, breach of duty, and all other common law and statutory claims, and will not be subject to any exceptions. Each party (A) understands that this is a waiver of important legal rights and (B) acknowledges that he/she/it has had a reasonable opportunity to discuss this waiver and its effects with legal counsel. Accordingly, each party knowingly, voluntarily, irrevocably and unconditionally waives its jury trial rights.

A LARGER FONT COPY OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

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