

## TERMS & CONDITIONS OF RENTAL CONTRACT

The renter of listed rental equipment agrees:

1. To accept full responsibility and liability for any and all damages to listed equipment due to improper operations, maintenance and/or lubrication, freezing, fire, theft, windstorm, hailstorm, flood, riot, insurrection, strike, explosion, collision, upset, hurricane, tornado damages while being transported, loaded, or unloaded, or for any causes whatsoever other than ordinary wear and tear.
2. A 12% damage waiver will be charged on all rental equipment for normal wear and tear on equipment.
3. To pay for repairs or replacement of all parts damaged and all labor for said repairs and replacement and authorizes the dealer to make such repairs and replacement therefore as part of this agreement, except for those repairs and replacements required solely through ordinary wear and tear.
4. To return all equipment and accessories to the dealer's warehouse, in as good condition as when received, ordinary wear and tear accepted.
5. To fully hold harmless and indemnify the dealer from all claims or suits for injuries, loss or damages to persons or property while equipment is in renter's possession, regardless of the grounds of said claims or suits, including the fault of the dealer, and to notify the dealer immediately in writing upon learning of the existence of any incident which may give rise to any such claims or suits.
6. To keep the dealer informed of the location of the rented equipment at all times. Failure by the renter to inform the dealer of the location of the said equipment after written demand to do so shall immediately double the rental rate charged until the equipment is located and the dealer is so notified. The renter agrees to pay all expenses incurred in locating the said equipment.
7. Not to assign, transfer, sublease, or otherwise part with the possession of the listed equipment either directly or indirectly. Not to commit or permit any act whereby listed equipment or any part thereof be seized, taken in execution, attached, removed, destroyed, or injured.
8. In case of default of any terms of this agreement, the dealer may, at its option, enter the premises operated or controlled by the renter where the equipment is used or any premises operated or controlled by the renter where said equipment may be found and remove from the same there from, without notice or demand, and without being guilty of trespass or wrong. The dealer shall not be liable for any damages because of such removal of equipment, and the renter agrees to pay all expenses incidental to said removal. Renter further agrees to pay 1-1/2% per month, total interest per year 18% on past due accounts and an additional 25% in principal and interest, if any of said accounts are placed in the hands of an attorney for collection by the dealer.