

RENTAL CONTRACT — TERMS AND CONDITIONS

The lessor named on the reverse page of this contract hereby rents to the Lessee, identified by his/her signature on the reverse page of this contract, the personal property described on the reverse page of this contract, subject to all of the terms and conditions on each page of this contract, the Lessee/Renter, in consideration thereof acknowledges and agrees as follows:

1. That Renter has this date and at this time specified received from Lessor the personal property listed and identified in this contract. Lessee accepts full responsibility for any personal property transported of or on said equipment and agrees to save Lessor harmless from any claim for loss or damage to such property, and further acknowledges that he/she has examined the coupling mechanism and chain and maintain them in a safe and secure condition while in use.
2. That this product(s) is to be used by the Renter at the designated address for the stated period and solely for the purposes for which said equipment was manufactured, intended per manufacturer's instructions and he/she will not misuse any such equipment.
3. That the product(s) will not be removed from the designated address without the written consent of Lessor, except to return it to the designated Lessor location. Lessee further agrees that he/she will not sublet said equipment or assign this Rental Agreement.
4. That the Renter will pay Lessor the cost of replacement or repair of the rented product(s) if stolen or damaged by any cause whatsoever. The Lessor may require Renter to give them a Certificate of Insurance in the amounts, and type, it feels necessary.
5. The Renter on the "Return-Due-Date" will immediately return the rented product(s), with all attachments, accessories and parts to the address of the Lessor as listed on the reverse side hereof, in the same condition the rented product(s) was received; ordinary wear and depreciation accepted. A charge will be added for items requiring fuel, cleaning up and repair upon return.
6. That if Renter decides to extend this contract beyond the date and time originally agreed upon as indicated on the reverse side hereof, Renter will immediately notify Lessor and obtain Lessor's written approval and terms for the extension.
7. The Lessor may at its own discretion, revert all charges to a daily rate if monthly statements are not paid on due dates.
8. That Lessor, at its own discretion may report as stolen all rented product(s) not received within ten days after the date listed in the "Return-Due-Date" section of this contract, or if conditions or circumstances indicate theft, before that date. Renter hereby agrees to hold Lessor harmless from any claim or liability whatsoever resulting from or arising out of Lessor's reporting the property as stolen. Furthermore, the Renter agrees to indemnify and defend Lessor, its owners, employees and agents from any claim or liability arising out of Lessor's reporting said theft which includes any damages sought for false imprisonment, intentional or negligent infliction of emotional distress, false detention or any and all damages, losses or liabilities.
9. The rental may not exceed a six (6) month time period on any one contract. All rental contracts may be renewed at renter's option.
10. The Renter will immediately discontinue use of the rented items should it at any time, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the Renter will immediately notify Lessor that the equipment is unsafe and in disrepair and until such time as Lessor has regained possession the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the rented equipment or product.
11. The Renter hereby agrees to pay all reasonable collection fees, attorney's fees, court costs or any other expenses incurred by the Lessor to enforce the terms and conditions of this contract.
12. The Renter acknowledges that various OSHA laws may pertain to the items rented and he/she will abide by them.

EXPRESSED AND IMPLIED WARRANTY DISCLAIMER

RENTER ACKNOWLEDGES AND AGREES THAT LESSOR PROVIDES NO EXPRESSED WARRANTIES unless an expressed warranty is given in writing by LESSOR AND FURTHER AGREES THAT LESSOR PROVIDES NO WARRANTIES OF "MERCHANTABILITY" OR OF "FITNESS FOR A PARTICULAR PURPOSE" EITHER EXPRESSED OR IMPLIED.

In addition, the Renter Shall Defend, Indemnify and Hold Lessor Harmless from Any Claim of Liability, Whether Based Upon a Claim for Damages to Real or Personal Property, or Damages or Loss Sustained to A Person. Furthermore, Should any Court Action be initiated by Either the Renter or Lessor, the Renter Hereby Agrees to Pay All Reasonable Collection Fees, Court Costs and Attorney's Fees incurred by Lessor or any other Reasonable Expense incurred to Enforce the Terms and Condition of This Contract by Either Party.

USED PRODUCT SALES CONTRACT — TERMS AND CONDITIONS

Lessor hereby sells as used product(s) to the purchaser, identified by his signature on the reverse side of this contract, the product(s) described on the reverse page of this contract subject to all terms and conditions.

"AS IS" SALE — WARRANTY DISCLAIMER

The Buyer hereby acknowledges that the product(s) described on the reverse side hereof which is the subject of this sale is a "used product" and is being sold on an "AS IS" and "WITH ALL FAULTS" basis.

The Lessor as the seller, makes NO expressed warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND the Lessor does NOT make any implied warranties of MERCHANTABILITY or FITNESS FOR PARTICULAR PURPOSE or any other warranties unless The Lessor has so provided in writing and the writing is signed by an authorized representative of The Lessor.

The Buyer further understands that the entire risk as to the quality and performance of the product(s) purchased is with the buyer and that should the goods prove defective following this purchase, The Buyer and not The Lessor will assume the entire costs of all necessary servicing or repairs. Furthermore, The Buyer agrees to defend, indemnify and hold The Lessor harmless from all claims or liabilities, whether such claims or liabilities concern loss to property (real or personal) or injury to person, at all times following the execution of this contract. The Buyer agrees to pay all court costs and reasonable attorney fees and any other expenses as part of its obligation to defend, indemnify and hold harmless The Lessor from all liabilities, claims, losses, and damages which may be asserted against The Lessor by any persons, partnership, corporation or other entities under this contract or concerning the product(s) sold. The Buyer, hereby acknowledges that I have read all of the above terms and that I understand that this is an "AS IS" sale of used goods.

NEW PRODUCT SALES — TERMS AND CONDITIONS

Buyer agrees that the only warranties provided with this product(s) are those warranties as provided by the manufacturer and that THE LESSOR MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, whether expressed or implied.