

## TERMS AND CONDITIONS

For the purpose of this Rental Agreement, "Rent Rite" shall mean Rent Rite Equipment Co., its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents and/or employees. In consideration of hiring of the items (herein "the rental items or items") described on the front of this Rental Agreement it is agreed as follows:

**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 Rent Rite 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 Rent Rite who will replace the equipment with similar equipment in good working order, if available. Rent Rite 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.** Rent Rite owns the Equipment, and title in and to all of it will remain Rent Rite'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 Rent Rite'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 RENT RITE 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 OUR INTENTIONAL MISCONDUCT.

**6. ASSIGNMENT AND SUBLETTING.** Rent Rite may, at Rent Rite's sole option, assign all or any portion of Rent Rite'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 Rent Rite'S PRIOR WRITTEN CONSENT. ANY SUCH ATTEMPTED ASSIGNMENT OR SUBLEASE BY CUSTOMER WILL, AT RENT RITE'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 RENT RITE 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 RENT RITE'S NEGLIGENCE (OTHER THAN RENT RITE'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 Rent Rite's written permission. (e) Use at any location other than the address furnished Rent Rite without Rent Rite's written permission. (Does not apply to mobile equipment.)

**9. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** Rent Rite 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 Rent Rite'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. Additional charges may apply.

**11. LATE RETURN.** Customer agrees to return the rented goods during Rent Rite'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 Rent Rite. 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 Rent Rite, or, at Rent Rite's option, by others. Inspection of rental items, upon Customer return, may take up to two weeks after the initial return to inspect and apply any additional fees due to damage, missing components or excessive cleaning.

**13. TIME OF PAYMENT.** Accounts are due and payable at the termination of the rental period.  
**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 Rent Rite's rights under this contract.

**15. REPOSSESSION.** Upon a failure to pay rent or other breach of this contract, Rent Rite may terminate this contract and take possession of and remove the goods from wherever they are, and Rent Rite 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 Rent Rite'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 Rent Rite's employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold Rent Rite and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Rent Rite.

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

**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 Rent Rite'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 Rent Rite, and if directed to do so, return the Equipment to Rent Rite. Customer further agrees Customer will not repair or have anyone else repair any Equipment. Failure to timely notify Rent Rite 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 Rent Rite's rate.

**24. SITE PREPARATION.** If Rent Rite 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 Rent Rite resulting from Customer's failure to timely do so. Any delays in pick up or delivery of rental items may result in an additional charge.

**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 Rent Rite in Rent Rite'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 Rent Rite 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 Rent Rite. Customer agrees to provide to Rent Rite copies of the proper endorsements for the above coverages specifying that they will not be cancelled during the Term. Any insurance Rent Rite carries will be deemed to be in excess of Customer's insurance.

**26. DAMAGE WAIVER.** If you pay the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, Rent Rite agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, collision, windstorm, upset, and riot. We exclude from this waiver, theft by conversion, intentional damage, mysterious disappearance or any loss due to your failure to care for the rented 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, you are 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 you must file a report to the proper law enforcement authorities and furnish use a copy. In addition, if you have insurance for the loss or damage, you shall exercise, and shall empower us to exercise, all your rights to obtain recovery under insurance, shall cooperate with Rent Rite to obtain recovery and all insurance proceeds shall be given or assigned to Rent Rite.

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