

RENTAL AGREEMENT - TERMS AND CONDITIONS

OWNERSHIP, CONDITION OF EQUIPMENT, TERM OF CONTRACT, USE OF EQUIPMENT, CHARGES PAYABLE TO OWNER INCLUDING TRAFFIC FINES:

1. Renter acknowledges that said equipment is the rightful property of the party herein described as the Owner, although registered title may be in some third party.
2. Renter has, prior to or at the time of contracting, inspected the equipment rented by this Agreement and acknowledges that it was received in good physical condition with the exception of any damages noted on the front of this Agreement and that said condition is satisfactory and acceptable to Renter and suitable for the intended use of Renter during the life of this Agreement.
3. The Renter acknowledges that no warranty, express or implied, has been made by the Owner, regarding fitness for purpose of the equipment and that the Renter has rented the equipment relying solely on Renter's own judgment in every respect.
4. Owner agrees to exercise reasonable care and diligence in maintaining the equipment considering its age and condition, but acceptance of delivery of said equipment by Renter shall be deemed conclusive proof that Renter has fully and completely inspected the same and it is fit for the uses and purposes for which it has been rented.
5. Renter accepts responsibility, and agrees to hold Owner harmless, for any property damage while equipment is in Renter's possession, which includes during delivery, pick-up, or any movements of the equipment.
6. Acceptance of the equipment by Renter is deemed to be conclusive proof that the same can be made sufficiently secure so that Renter can avoid loss from the elements, theft, or vandalism; Renter accepts all responsibility for any loss to any property and/or person while the equipment is in the Renter's possession.
7. Renter and Owner agree that Renter is deemed to be in possession of the equipment for the entire life of the contract regardless of the equipment's physical location and regardless of who is in physical custody and control of the same. Renter and Owner agree that this contract will expire at the time stated hereon and when all terms and conditions, both monetary and otherwise, have been satisfied.
8. Renter agrees that Renter will return said equipment to Owner in the same condition as Renter received it, ordinary wear and tear excepted, on the return date stated on this contract, or sooner, upon justified demand of Owner. If the Renter is, for any reason, unable to return said equipment to the place of renting, when by this Agreement Renter is bound to do so; Renter agrees to pay recovery charges at prevailing trucking rates with applicable fuel surcharges acknowledging a \$100.00 minimum charge.
9. Renter agrees not to use said equipment for the transportation of persons or property for hire, express or implied, except commercial equipment with the written consent of the Owner, nor to carry any passengers in the event a truck is rented hereunder, except with the written consent of the Owner, nor use it in violation of any federal, state or municipal law, ordinance, rule or regulation governing the use or return thereof, nor remove it from the state of rental without obtaining the prior written consent of the Owner or Owner's representative.
10. Renter agrees to have any and all goods and/or property stored on the equipment packed in such a manner that if the equipment is moved by Owner pursuant to Renter's request, said goods and/or property stored on the equipment can be transported without damaging any of the same. In the event that any property is damaged during transportation, Renter agrees to accept full responsibility for any loss incurred by Renter during transportation by Owner pursuant to the foregoing. Owner agrees to exercise care in the rightful transportation of all units pursuant to the terms of this Agreement.
11. Further, Renter expressly agrees that Owner shall not be liable for damage or theft of any goods or property stored on said equipment in the event that said equipment is stored on Owner's storage lots at the Renter's request. Renter agrees that any damages or loss because of the elements, theft or vandalism, shall be the responsibility of the Renter since the Renter is deemed still in possession of the equipment pursuant to the terms of this Agreement.
12. Renter shall not make, suffer, or permit any unlawful use or handling of said rented equipment. Renter shall not, without Owner's prior written consent thereto, make or suffer any changes, alterations, or improvements in or to said rented equipment or remove therefrom any parts, accessories, attachments or other equipment. Equipment with parts missing will continue to be considered as rented until the missing property is returned or replacement cost is paid. Further, Renter also agrees to pay Owner the amount of money reasonably necessary to correct any breach of the prohibitions contained in this provision.
13. Renter shall not have the right to assign this lease or to sublet, rent or otherwise hire out, or part with possession of, any of said equipment to any person, firm, partnership, association or corporation other than Owner, without the prior written consent of Owner.
14. Renter expressly agrees to pay Owner the following charges prior to or at the expiration of this Agreement:
 - a. A mileage charge computed at the rate specified for the mileage covered by said equipment during the period of this rental.
 - b. Service and time charges at the rate specified for the period of this rental.
 - c. A sum equal to the replacement value of all tires, tools and accessories lost or stolen from said equipment.
 - d. One Hundred (\$100.00) Dollars per day for each day the equipment described in the possession of the Renter, in addition to all other charges, if the hub odometer seal is disconnected or tampered with.
 - e. The amount of fines for parking, traffic or legal violations assessed against the equipment, driver and/or Owner during the term of this contract, except fines caused through the fault of the Owner.
 - f. A full term's (month, week, day) rent for any part of a term the equipment is kept.
 - g. For any flat tire repairs which occurred during the rental, or that exist at the time any rental unit is turned in.
15. Renter agrees that during the term of this Agreement and any extension thereof that the equipment will be operated under the Renter's or his employer's dominion and control. Owner shall not be liable for any and every defect or defects hidden or apparent in or concerning the equipment.
16. Renter agrees not to operate the equipment with loads in excess of G.V.W. limits herein provided for and defined on the reverse side of this Agreement.
17. Renter agrees that the equipment rented hereunder will not be operated by any person other than Renter or agents or employees of Renter, each of whom Renter warrants to be a careful, dependable operator having a currently valid license to operate said property (equipment) and the power equipment used therewith as required by controlling law.
18. On the reverse side hereof, provision is made for Renter's or Owner's representative's written acknowledgement indicating the limits of liability of the Renter for trailer damages.
19. The Renter, by his signature on the reverse side hereof, agrees to indemnify the Owner for any damages which may occur to the equipment BUT NOT TO EXCEED THE AMOUNT specified on the front of this Agreement under "Trailer Damage Responsibility (Renter)" unless the equipment was damaged while being operated in violation of any of the terms and conditions of this Rental Agreement in the event of reasonable evidence of such a violation. Renter understands that the above limit is a definite liability on his part regardless of whether or not the damage is incurred as a result of his negligence or of any other person, provided, however, that to any amount paid by Renter to Owner, the Renter shall be subrogated for such payment, less costs, to the rights of the Owner to collect any third parties causing said damages.

SPECIFIC VIOLATIONS OF THE CONTRACT:

20. Renter's rights to use or operate the equipment described, his rights to limits of collision damage responsibility under the previous paragraph, shall terminate forthwith, and be null and void if the rental unit is used, operated or driven:
 - a. In violation of any of the terms of the Rental Agreement.
 - b. By any person in violation of law as to age or by a driver or Renter who has given a fictitious name of false age or address.
 - c. For any illegal purpose, in any race, speed test or contest, to propel or tow any equipment or trailer, without the consent of Owner, or by any person while under the influence of intoxicants, narcotics, prescription medication or over-the-counter medication.
 - d. By any person other than Renter who signed the Rental Agreement without the consent of Owner or Owner's representative endorsed hereon.
 - e. Outside of the state of rental without the written consent of Owner's representative endorsed hereon.
 - f. Under authority of any driver's license other than his own and Renter affirms that the license shown to Owner or Owner's representative at the time the equipment is rented by him is his own license and in full force and effect.
21. In the event Renter fails to make payment under this Agreement within fifteen (15) days of receipt of invoice, the Owner shall have the unrestricted right to repossess the trailer and remove it from Renter's possession. Owner and Renter agree and acknowledge that invoicing by Owner occurs by the fifth (5th) day of each month. Renter, therefore assumes the responsibility of insuring that payment has been made to Owner on or before the thirtieth (30th) day of every month, or agrees that renter is in breach of this Agreement.
22. Renter agrees to have any and all goods and/or property stored on the equipment packed in such a manner that if the equipment is rightfully recovered by Owner pursuant to any portion of this Agreement, said goods and/or property stored on the equipment can be transported without damaging any of the same. In the event that any property is damaged during transportation, Renter agrees to accept full responsibility for any loss incurred by Renter during transportation by Owner pursuant to the foregoing. Owner agrees to exercise care in the rightful repossession of all units pursuant to the terms of this Agreement.
23. Further, Renter expressly agrees that Owner shall not be liable for damage or theft of any goods or property stored on said equipment in the event that said equipment is repossessed by Owner because of Renter's non-payment. Renter agrees that during rightful repossession by Owner, pursuant to the terms of this Agreement, that any damages or loss because of the elements, theft or vandalism, shall be the responsibility of the Renter since the Renter is deemed still in possession of the equipment pursuant to the terms of this Agreement.
24. If, thirty (30) days after repossession, Renter has not complied with the termination provisions of paragraph 7, the Owner shall have possessory lien on any merchandise, goods or property of any kind contained in the equipment. Renter and Owner expressly agree that Owner may convert said lien by selling the property and applying the proceeds to any amounts owed Owner by renter or Owner has the option to return Renter's goods to the Renter or his agents.
25. After the time expressed above has elapsed, Owner shall, by certified mail, give Renter ten (10) days written notice that Owner shall exercise its rights under this Agreement to sell any and all property of Renter remaining on said equipment and use the proceeds from said sale to satisfy any monetary obligations owed by Renter to Owner. Renter shall have the right to obtain possession of any such property by payment to Owner of all monies due under this Agreement from the time Renter receives the above notice until said ten (10) day period has expired. Renter and Owner expressly agree that at the expiration of said period, Renter is only entitled to proceeds of the sale of said property that remain after reasonable sales expenses and any obligations due Owner from Renter have been paid. In the event that the rightful conversion of said property of Renter is not sufficient to satisfy the obligation due Owner by Renter, Owner expressly reserves the right to pursue any and all legal remedies to collect any deficiency.
26. Owner and Renter agree that proceeds from the sale of property possessed by Owner pursuant to the above paragraphs shall be applied as follows:
 - a. Payment of reasonable expenses incurred in connection with the sale as provided for above. Such expenses shall include, but not be limited to, auctioneer's fee, administrative fees, and expenses for labor.
 - b. Payment of the obligations contained in the Rental Agreement.
 - c. Any balances to be paid to the Renter or other person lawfully entitled thereto."In the event of non-payment in accordance with agreed upon terms, the payer of charges does agree to pay all fees and costs due to collecting past due monies and reasonable attorney fees. Finance charges on past due monies shall be accrued at 1.5% per month."

TERMINATION PROVISION:

27. Upon termination of the Renter's right to use or operate said equipment by reason of the violation of any of the conditions of this Agreement, the Renter agrees to cease using or operating said equipment forthwith, to notify Owner of said cessation of use and operation and to pay all expenses incurred by Owner in returning said equipment to the place of rental. Renter further agrees that any continued operation or use of said equipment after a violation as herein set forth is an operation or use without the knowledge, consent or permission of Owner and Owner may notify the appropriate authorities the said equipment is being wrongfully possessed, and Renter hereby releases and discharges Owner from any and all claims of any and all nature arising therefrom.

RENTER'S INDEMNITY PROVISION:

28. Renter expressly agrees to and does hereby by signature on this document, indemnify and hold Owner harmless of, from and against any and all loss, costs, damages, attorney's fees, and/or liability in connection with the foregoing contract, in the event suit is instituted by Owner to enforce any of the terms, conditions and/or provisions hereof.
29. If any provision or provisions of this Rental Agreement are in violation of any law of the State in which the equipment is rented, then such provision or provisions shall be deemed by the parties hereto to be automatically deleted.

OTHER PROVISIONS:

30. In the event Owner, its assigns or successors in interest, shall institute and prevail in any action or suit for the enforcement of any of Owner's rights hereunder, Renter agrees to pay Owner a reasonable attorney's fee on account thereof.
31. Unless satisfactory credit arrangements have been made with Owner, it is agreed by the parties hereto that all amounts due under this contract shall be due and payable upon receipt of invoice. For purposes of this contract, Owner and Renter expressly agree that all invoices are deemed to have been received by renter prior to the thirtieth (30th) day of each month shall bear interest at the rate of eighteen percent (18%) per annum from that date until paid in full.
32. This instrument contains the entire agreement made between the parties pertaining to the subject matter hereof. No agreements, representatives or understandings not specifically contained herein shall be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. The terms, covenants, and conditions, and other provisions of this Agreement may hereafter be modified by an instrument in writing specifically purporting to do so and signed by the parties to be bound thereby.
33. The parties expressly agree that Renter shall not store or transport any hazardous material on any equipment of Owner. In addition, Renter agrees to indemnify Owner for any damages caused by transportation of the same, whether accidental or otherwise, but agrees not to transport any hazardous material on Owner's unit.

RETURN OF EQUIPMENT:

34. It is the responsibility of the Renter to return the equipment to the Owner's location from which it was rented. If Renter elects to have the Owner deliver or pick up the equipment, the Renter is responsible for the trailer being located in an accessible position to be picked up by the Owner's tractor. If it is not, Renter is responsible for all fees necessary to remove the equipment to a readily accessible hook-up point, including rental fees until said hook-up can be accomplished.
35. There will be a charge assessed to the Renter for all fees associated with the disposal of any garbage, trash, debris or items left in the trailer causing the Owner to have to perform a clean up of the trailer with a \$100.00 minimum charge.

INTENT OF THE PARTIES:

36. It is the intent of the parties to this Agreement that all contracting parties stand in Owner's stead as to all incidents of ownership. The parties agree that this relationship shall continue until all obligations of the parties have