

## RENTAL CONTRACT – TERMS AND CONDITIONS

- (1) The rental equipment has been received in good working condition, and will be returned in the same condition ordinary wear and tear accepted.
- (2) Customer assumes all responsibility for injuries to persons or damages to property, and agrees to indemnify and hold Lessor harmless, including reasonable attorney fees, for any and all claims, of whatever nature, arising out of the use or the rental of the equipment, or for the failure of said property to operate or for any delays occasioned thereby.
- (3) In the event that Customer fails to either: (i) return a rented item or piece of equipment to the Lessor pursuant to this Agreement; or (ii) to provide payment to lessor for the rented item or piece of equipment pursuant to this Agreement, the Customer agrees that Lessor may enter onto the real property or premises of the Customer at any time for the purpose of repossessing the said item or piece of equipment or to inspect the condition of the item or piece of equipment. Customer hereby waives any rights of action against Lessor by reason of such taking or entry, including but not limited to claims of trespass to real property, and Customer agrees to reimburse Lessor's costs of repossession, if any.
- (4) Customer agrees to reimburse Lessor for all attorney fees, court costs and expenses incurred by Lessor to enforce collection or to preserve or enforce Lessor's rights under this contract.
- (5) Customer agrees not to loan, sublet or otherwise transfer the equipment or use it at any other location than listed on the face of the contract.
- (6) PAYMENT
  - a. Customer agrees to pay Lessor as follows:
    1. All rates, charges, taxes, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this rental transaction.
    2. Replacement cost for any loss or disappearance of equipment due to theft, conversion or other dishonest acts on part of any person or persons to whom the issued property is entrusted or any person or persons in the service or employment of the Lessee whether or not occurring during the hours of such service or employment. Lessor reserves the right to consider the property lost, stolen or converted if not returned within TEN DAYS of the date and time printed under the "AGREED RETURN DATE" column on the contract.
    3. For any and all repairs, fuel, cleaning, maintenance and replacement to return the equipment to its original condition before the delivery of the item to Customer, excluding ordinary wear and tear.
  - b. Credit Card – Customer authorizes the Lessor to bill Customer's credit card at time of reservation or upon receipt of the rented item(s) or upon the return of the item(s). Customer agrees that Lessor may bill customer's credit card for (1) rental charges as they accrue or at a reasonable time thereafter, (2) damages to the item, (3) fuel charges, (4) cleaning of the item(s) if necessary to return the equipment to its original condition before delivery to customer, and/or (5) replacement of the item if the item is not returned pursuant to the terms of this contract.
  - c. Payment Guarantee – If Customer has directed Lessor and Lessor has agreed to bill charges to someone else who fails to make payment promptly when due, Customer promises to pay Lessor on demand. If Customer directs charges to be billed to another person, Customer represents that he is authorized to give Lessor such direction. Customer understands that he remains individually responsible for all charges even if Customer directed Lessor to bill another person.
  - d. Final Audit – CUSTOMER UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Customer authorizes any credits or additional charges to be made and paid by the method used at the time of the reservation, rental or return.
- (7) Customer agrees to pay in full replacement cost, including labor, for all damages to rental equipment due to any cause whatsoever.
- (8) Unless waived by Customer's initials next to the DAMAGE WAIVER charge on this contract, Customer agrees to pay a damage waiver fee that is a percentage of the rental fee. In exchange for this fee, Lessor agrees to modify paragraph 7 (above) of this contract and relieve Customer of liability for accidental damage to the rental item(s) on the contract not caused by Customer's negligence. Said waiver of Customer liability is subject to the following provisions.
  - a. The damage waiver includes losses from accidental damage not caused by Customer negligence, and for loss due to fire, collision arising out of the use of the rental item(s) for its intended purpose [not including collision arising out of the mere transportation of the rental item(s)], windstorm, upset and riot.
  - b. The damage waiver does not include any loss or damage to tires of rented equipment or any loss or damage due to theft, burglary, theft by conversion, mysterious disappearance, misuse or abuse, intentional damage, damage incurred transporting the rented item(s) on public or private roadways or any loss due to the Customer failing to care for the rented item(s) as a prudent person would their own property, such as losses or damage due to poor lubrication of machinery for example..
  - c. Subject to any specific exclusions and exceptions noted on the front of this Agreement, the amount of liability waived under this paragraph is limited to \$500.00 or ten (10) times the amount paid by Customer for said damage waiver, whichever is greater. Said amount can only be claimed by Customer one time per rental period. Once Customer has made one or more claims that in the aggregate equal the greater of \$500.00 or ten (10) times the damage waiver fee, the Customer will be liable for all damage above said amount for the remainder of the rental period, whatever the cause. Customer understands and agrees that it is responsible for any damage to tires, and for any damage in excess of \$500.00 or ten (10) times the damage waiver fee, whichever is greater.
  - d. In the event that this Contract is extended for any reason beyond its initial term (said initial term being a maximum of twenty-eight (28) days), the extended period will be considered to be a new rental period, and each subsequent extension will also be considered to be a new rental period. Said waiver amount (greater of \$500.00 or ten (10) times the damage waiver fee) will only be available for the duration of one rental period, and any unclaimed damage amounts will not be carried over to subsequent rental periods. If Customer pays additional damage waiver fees for any extension of this contract, it will be limited to the greater of \$500.00 or ten (10) times the damage waiver fee for the duration of that rental period only. Furthermore, Customer understands and agrees that any damages claimed will be deemed to have occurred during the rental period in which said claim is brought to Lessor's attention. As a result, Customer agrees to make all claims with due diligence during the rental period in which such damages to the rental item(s) is incurred. For example, if Customer returns rental items after two extended rental periods and fails to claim damages from the first rental period until the time of return, the Lessor will deem all damages to have been sustained during the final rental period, and the total amount of the claims will be limited to the greater of \$500.00 or ten (10) times the damage waiver fee for the final rental period only.
  - e. If Customer has insurance, the DAMAGE WAIVER becomes secondary and Customer agrees to assign all claims and proceeds from his insurance coverage to Lessor and to provide information to lessor in the claims process.
- (9) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
- (10) RENTAL FEES ARE FOR PORTAL TIME OUT, NOT TIME USED, INCLUDING ANY PERIOD LESSOR IS CLOSED. OVERDUE RATES FOR EQUIPMENT RENTALS ARE COMPUTED @ 1/6 THE DAILY RATE FOR EACH HOUR OVER A DAY (24 HOURS). A ONE DAY RENTAL RATE FOR EQUIPMENT WITH RUN TIME HOUR METERS CONSISTS OF 8 HOURS USE WITHIN A 24 HOUR PERIOD OR 40 HOURS USE WITHIN A WEEKLY PERIOD OR 160 HOURS USE WITHIN A 4 WEEK PERIOD, WHICHEVER IS APPLICABLE. IF RUN MORE THAN 8 HOURS IN A 24 HOUR PERIOD OR 40 HOURS IN A WEEKLY PERIOD OR 160 HOURS IN A 4 WEEK PERIOD AN ADDITIONAL PRO-RATA CHARGE WILL BE MADE.
- (11) This contract represents the entire agreement between the parties. Customer agrees that should any sentence, paragraph, or provision violate the law or be determined to be unenforceable, the remaining provisions of this Agreement shall be valid and enforceable. This contract shall be governed by the laws of the State of Missouri and the parties agree that the sole venue for any action to enforce any rights in regard to this contract shall be Webster County, Missouri.
- (12) Customer acknowledges receipt of written and/or verbal instructions and written and/or verbal safety precautions with respect to the operation of all items and acknowledges that all questions with respect to the operation and safety of any items have been satisfactorily addressed by Lessor. Customer agrees to ensure that: (a) all fluid levels, such as water and oil, are properly maintained; (b) the air filter will be kept clean and installed at all times; (c) tires are inflated to recommended pressures at all times when equipment is in use; and (d) the equipment shall be used and operated by persons competent in its operation.
- (13) In the event the equipment should break down due to equipment defect or other cause not attributable to the manner of its operation (such as accumulated wear and tear), time loss for a breakdown shall be made up following the repair of the item. Customer agrees that Lessor shall be notified immediately and be given the opportunity to repair or arrange for the repair of the item. In such event, Lessor shall have the item repaired as promptly as practical. Following the repair, if the Customer elects to continue, the rental period shall be extended for the length of the downtime of the item at no extra charge until the lease term ends. In the event the equipment should break down due to the use of the item by Customer (such as from damage to the item during the lease period) time loss for a breakdown shall not be made up by Lessor, Customer shall notify Lessor in the manner previously set forth and Lessor shall have the item repaired as promptly as practical. Charges for the repair of the item in such event shall be governed by the applicability of the damage waiver clause herein.

(14) Customer acknowledges that, unless otherwise indicated on the front of this agreement, this transaction is a rental and that fees paid are for use of the equipment and not applied to purchase of the equipment except that 10% of the rental fee paid may be applied toward purchase if customer decides to purchase rented equipment at the termination of rental term. No amount of the rental fees shall apply to purchase if customer decides at some later time to purchase the rented equipment.

(15) Customer understands that failure to return rented or leased personal property within the time specified in an agreement in writing may subject them to criminal liability and prosecution pursuant to §578.150 RSMo. Customer understands that failure to return rented or leased personal property having a value of under \$500.00 may be a class A misdemeanor offense in Missouri, and that failure to return rented or leased personal property have a value of \$500.00 or more may be a class C Felony in Missouri.

(16) The Lessor hereby reserves its right at all times to assert any Mechanic's and Material men's liens that it may be entitled to through the use of rented or leased equipment for improvements made on commercial property pursuant to Chapter 429, RSMo. Customer hereby agrees to take any steps that may be necessary to assist Lessor in perfecting a lien under said chapter, including but not limited to: (i) obtaining the consent of the lien from the owner of such commercial property pursuant to §429.013 RSMo.; (ii) notifying Lessor in writing of the Customer's intent to use the rented or leased equipment to make improvements on commercial property prior to the commencement of the use of the rented or leased equipment; and (iii) notifying Lessor in writing of the address and telephone number of the owner of such commercial property prior to the commencement of the use of the rented or leased equipment on said commercial property.

(17) If credit is extended to Customer, Customer agrees to pay Lessor a monthly finance charge in an amount equal to 1.5% of all past due balances. A balance will be considered to be "past due" if said balance is not paid by the end of the month in which the statement is issued. Finance charges, if applicable, will be assessed from the original statement date. Furthermore, Customer expressly agrees that after the expiration of ninety (90) days from the date an unpaid balance becomes "past due," Lessor may increase the monthly finance charge to the highest percentage then allowed under the Missouri Revised Statutes.

(18) Customer understands and agrees that monthly rental payment amounts and monthly finance charges shall continue to accrue after the expiration of the rental period as stated in this contract until all listed rental items are returned to the Lessor, or until satisfactory arrangements have been made for the Lessor to pick up the listed rental items at Customer's expense.

(19) All remedies at law or in equity shall be available for the enforcement of this contract. In any court action to enforce the terms of this contract, or in any court action where the validity or effect of this contract is an issue, the prevailing party in such action shall be entitled to recover from any other party or parties its costs, expenses and reasonable attorneys' fees in prosecuting or defending such action.

(20) Customer understands that loading and towing of the rented equipment involves risks to the rented equipment and to the vehicles and/or trailers used in the towing or loading process. These risks include, but are not limited to: (a) damage to the towing/hauling equipment, especially vehicle transmissions, due to the heavy weight; (b) failure to properly secure the equipment which could result in the equipment falling over or off and causing a collision with other vehicles, and (c) improper weight distribution of load resulting in vehicle becoming unstable, unstoppable or uncontrollable. **If Customer has any doubt about appropriate loading and securing of the equipment or whether the vehicle being used to tow the equipment is appropriate for towing the equipment, Customer agrees to immediately request the help of Lessor.** Customer acknowledges that they are responsible for ensuring the equipment is properly loaded, secured and hauled and if the equipment is hauled by Customer that the towing vehicle(s) is appropriate for such use. Customer is aware that Lessor will load, secure, and/or deliver the rented equipment based on a flat fee plus mileage.

**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 A 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 of 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, partnerships, corporations or other entities under this contract or concerning the product(s) sold.

I, the buyer, hereby acknowledge that I have read all the above terms and that I understand that it is an "AS IS" sale of used goods:

Buyers Initials

I hereby accept the terms of this rental agreement and acknowledge this extra charges

Refuel Fee            \$6.00           

Cleaning Fee        \$20.00 - \$50.00   

Repair Shop Fee:    \$85               

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Renter (Sign Name)

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Renter (Print Name)

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Date