

TERMS AND CONDITIONS OF RENTAL

Rental and term begin on the date and time "Out" and terminate on the date and time "In" unless amended in writing on the reverse by dealer. Rental charges commence on delivery of the equipment to renter and terminate upon the return of the equipment to dealer. Additional rental charges may be levied if the equipment is returned after the rental period. The rental period may be extended upon oral request (and amended in writing on the reverse by dealer); however, if the equipment has been reserved by another party, such extension may be refused. The equipment must be as clean upon its return as it was when rented; otherwise, renter may be liable for cleaning charges.

A deposit in the form and amount shown on the reverse must be made before the equipment is released to the custody of renter, unless other arrangements are made beforehand, which arrangements may require a credit report.

When the equipment has been returned and the rental fee fully paid, the deposit will either be returned in full or applied to the rental fee, provided the equipment has suffered no damage, ordinary wear and tear excepted. If a check given as a deposit has been deposited, no refund on the deposit will be made until that check has cleared. Renter is responsible for all loss of or damage to the equipment, whether by accident, theft, or otherwise. Payment for loss, stolen or damaged equipment must be made promptly, or rental charges will continue to accrue until such payment is made.

If the equipment proves to be broken, damaged, or otherwise unusable, a "stop rental" notice, either oral or written, must be given by renter immediately; otherwise, the full rental amount will be charged unless other arrangements are made and accepted. Defective equipment will be exchanged or repaired with all practical speed. No warranty, either express or implied, is made hereby with respect to the equipment rented. Liability to renter extends only to the cancellation of charges where the equipment is unusable.

Written evidence of insurance in an amount sufficient to cover the full value of the equipment must be furnished upon request. If the equipment is rented on a weekly basis and kept more than one week, the rental fee must be paid weekly and in advance. The "daily rental" fee covers a period of 24 hours and begins as soon as the equipment has been removed from the dealer's premises, unless other arrangements have been agreed upon by the parties. All equipment rented must be returned upon either oral or written demand for the same within 24 hours after the demand is received. Failure to so return the equipment will be treated as attempted theft or fraud. The costs of any action taken or filed to recover the equipment, including but not limited to attorney fees, will be renter's responsibility.

Renter shall not re-lease or sublease the equipment or loan it to any other person or entity. The equipment shall, at all times, remain under the immediate control, supervision and direction of renter.

In the event of any accident or casualty resulting in death, bodily injury, or property damage arising out of the rental and/or use of the equipment, renter agrees to accept all responsibility therefor and shall hold dealer harmless from any claims or action arising therefrom. Renter shall furnish dealer a complete report of any accident involving the equipment, including names, addresses, and telephone numbers of all persons involved and all witnesses to any such accident.

This agreement contains the entire understanding between renter and dealer, including representations, and may not be modified except by another agreement in writing, signed by all of the parties to this agreement.

Renter shall allow dealer, or any of its agents or employees, at reasonable times, to enter the premises upon which the equipment is kept for the purpose of inspecting it and noting the manner in which it is being used.

The terms of this agreement shall be interpreted in accordance with the laws of the state in which dealer is located. If any part of this agreement is deemed unenforceable by any court or other entity having the authority to so deem, the rest of the agreement, insofar as is practical, shall still be deemed enforceable.