



## Rental Terms and Conditions

### **GENERAL**

1. It is assumed that each LESSEE or end user understands the operating procedures for each piece of equipment ordered.
2. LESSEE has inspected or may inspect the equipment and/or vehicles before the start of a job. LESSOR MAKES NO GUARANTEE, WARRANTY OR REPRESENTATION AS TO THE PERFORMANCE, CONDITION OR OPERABILITY OF THE EQUIPMENT AND/OR VEHICLES OR ITS SUITABILITY FOR THE JOB (LESSEE TAKES THE EQUIPMENT AND/OR VEHICLES ON AN AS-IS BASIS); AND LESSEE WAIVES ALL CLAIMS AGAINST LESSOR FOR ACTUAL OR CONSEQUENTIAL DAMAGES ARISING FROM LESSEE'S RENTAL, USE AND POSSESSION OF THE EQUIPMENT AND/OR VEHICLES.
3. LESSEE shall, at his own expense, protect, keep and maintain, in his custody the equipment and/or vehicles in a good state of condition and repair, and shall not use or operate such equipment and/or vehicles other than in a manner and for the use contemplated by the manufacturer thereof, and agrees to return the same to LESSOR upon the termination of the rental period in the same condition and good order as when received.
4. LESSOR'S acceptance of the return of rented equipment and/or vehicles is not a waiver by LESSOR of any claims the LESSOR may have against LESSEE, nor a waiver of claims for latent or patent damage to the equipment and/or vehicles.
5. LESSEE agrees to compensate LESSOR at the daily rate per catalog price when the equipment is out of service for repairs or replacement as a result of said equipment being lost, stolen, missing or damaged, other than as the result of reasonable wear and tear.
6. Accrued rental charges will not be deducted from the replacement cost.
7. Payment terms for open accounts are net 30 days.
8. To secure the payment of the rental due thereunder, LESSEE hereby authorizes irrevocably, any attorney of any COURT of Record to appear for LESSEE in such court, in term time of vacation, at any time hereafter, and confess a judgment, without process, in favor of the owner or its order, for such amount as may appear to be unpaid and due hereon, together with all costs and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue thereof.
9. Any terms, representation or warranty, express or implied, not herein set forth in writing shall not bind LESSOR.

### **INSURANCE**

1. LESSEE agrees to provide adequate All Risk Physical Damage Replacement Cost Insurance Coverage for equipment leased from LESSOR. Certificates of insurance must be issued by the insurance company, and made available to LESSOR upon request, naming the LESSOR as Additionally Insured. Failure by LESSEE to procure said insurance should not affect LESSEE'S obligations under the terms and conditions of this lease.

### **RESTRICTIONS**

- A. LESSOR will, at its discretion, designate an employee or agent of LESSEE to be the sole driver/operator of LESSOR'S vehicle during the term of the lease period. LESSEE acknowledged that it would not cause or permit any individual other than the said designated driver/operator to drive or otherwise operate LESSOR'S vehicle at any time during the term of the lease period.
- B. LESSEE acknowledges that said designated driver/operator is under LESSEE'S exclusive supervision and control at all times, and that LESSEE will not cause or permit said driver/operator to operate LESSOR'S vehicle in any way that caused undo risk or hazard beyond the normal usage of a motor vehicle.

### **IMPORTANT**

In the event of LESSEE'S failure to comply with any of the obligations, terms and conditions listed above, LESSEE assumes and agrees to hold LESSOR harmless from and against all costs and expenses incurred by LESSOR arising from claims, actions, causes of action, and all liability in connection with or arising from LESSEE'S rental of the vehicle or equipment.