

1. RENTAL CHARGES: Customer agrees to pay Dealer all rental, mileage, and other charges and costs as set forth in this agreement, or if not set forth herein, at the rates, schedules, and charges on file with Dealer.
2. INSPECTION: Customer acknowledges that he/she has had an opportunity to personally inspect the equipment, and finds it suitable, for his/her needs and in good condition, and that he/she understands its proper use. Customer further acknowledges his/her duty to inspect the equipment prior to use and notify Dealer of any defects. Customer further agrees to carefully inspect the equipment periodically.
3. REPLACEMENT OF MALFUNCTIONING EQUIPMENT: If the equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to discontinue use immediately and notify Dealer immediately who will replace the equipment with similar equipment in good working order if available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.
4. USED EQUIPMENT: Customer knows that the equipment to be used is in a used condition. As a result of its prior use, Customer understands that the used equipment is not in the same condition as it was when it was new, and may not operate as safely, efficiently, or effectively, as if it were new.
5. HOLD HARMLESS AGREEMENT: Customer agrees to assume the risks of indemnify, and hold Dealer harmless for property damage caused by the equipment and/or arising out of Customers possession and/or use of equipment.
6. 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 the Customer or his/her employees without Dealer's written permission.
 - e. Use at any location other than the address furnished Dealer without Dealer's written permission. (Does not apply to mobile equipment.)
 - f. Use of Customer while under the influence of alcoholic liquor or drugs.
 - g. Use of rental vehicle by unlicensed driver.
7. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT: Dealer 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 the Dealer's written permission. Any purported assignment by Customer will void this agreement.
8. TIME OF RETURN: Customer's right to possession of the equipment terminates on the expiration of the rental period 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.
9. LATE RETURN: Customer agrees to return the rented equipment during the Dealer's regular store hours upon termination of the rental period. If not timely returned, Customer shall pay an additional charge for each hour the equipment is retained beyond the expiration of the rental period.
10. DIRTY, DAMAGED, OR LOST EQUIPMENT: Except as set forth below in paragraph 11, Customer agrees to pay for any damage or loss of the equipment as an Insurer, regardless of cause, except reasonable wear and tear, but including acts of God, while the equipment is out of the possession of the Dealer. 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 or lost equipment. Equipment damaged beyond repair will be paid for at its Fair Market Value when rented. The cost of repairs will be borne by Customer, whether performed by Dealer or at Dealer's option, by others.
11. DAMAGE AND LOSS PROVISION: Customer assumes the entire risk of loss with respect to the equipment from damage, theft, mysterious disappearance, whether or not due to the fault of Customer, and shall pay the Dealer for said loss immediately upon receipt of invoice. Damage Waiver is Not Insurance. You are responsible for any loss of or damage to the Rented Equipment and Items ("Equipment") and for their return in the same condition which they were received, except for ordinary wear and tear. If you accept the Damage Waiver, however, we agree to waive our right to recover from you the amount of loss of or damage to the equipment while in your possession, except that you will be responsible for the first \$250 or 50% of the cost, whichever is greater of the cost of repair or replacement of damaged equipment. You agree to notify us immediately of any accident and promptly submit any applicable police reports. If you have insurance, the Damage Waiver becomes secondary, and you agree to exercise all rights available to you under your insurance coverage and assign all claims and proceeds from your insurance coverage to us. Notwithstanding, the forgoing. Your liability for loss of, or damage to, the equipment will not be waived under the following circumstances and conditions set forth below in sub-paragraphs a, b, and c.
 - a. Damage to equipment as a result of overloading or exceeding the rated capacity of said equipment.
 - b. Damage to tires and tubes caused by a blow-out, bruises, cuts, road hazards or other causes of normal wear and tear inherent in the use of the equipment.
 - c. Damage resulting from the lack of, or negligent lubrication or other improper servicing of equipment.
12. COLLECTION COSTS: Customer agrees to pay all reasonable collection, attorney and court fees, and other expenses involved in the collection of the charges and the enforcement of Dealer's rights under this contract whether or not suit is commenced.
13. REPOSSESSION: Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and remove the equipment from wherever it is without prejudice to any other remedies or claims which Dealer might otherwise possess by law or pursuant to this contract, for rental charges payable, damages or loss charges, and collection charges including court costs and attorney's fees, and Dealer and his agents shall not be liable for any claims for damage or trespass arising out of removal or repossession of the equipment.
14. UNAUTHORIZED USE: Use by anyone other than the following is prohibited: Customer, his employer or employees, or persons residing permanently in Customer's household. No persons under 21 years of age may operate the equipment/vehicle or trailer and any operator must possess a valid drivers license. Customer further agrees not to use the rented trailer with any other vehicle or equipment other than the equipment in this contract.
15. WAIVER OF CLAIMS: Customer waives all claims for personal injuries including any property damage to the transported goods or loss of time or inconvenience, including special, incidental, or consequential damages arising out of the use of the rented equipment, vehicle, or trailer, or any accident or breakdown. Dealer is not liable, and Customer waives all claims for damage to Customer's bumper or vehicle done by detachable hitches and mirrors.
16. DAMAGE TO PROPERTY TRANSPORTED: Customer waives all claims for loss or damage to property transported in the rental vehicle or trailer.
17. ACCIDENT NOTIFICATION: Customer will immediately notify the Dealer in the event of any accident.
18. DAMAGE TO VEHICLE: Customer is responsible for all overhead damage, tire repairs, moving, parking, or overload violations, traffic tolls, permits, oil and fuel.
19. SECURITY INTEREST: For the purpose of satisfying Customer's obligations under this contract, Customer grants Dealer a security interest in all goods placed in the vehicle and/or trailer.
20. DUTY CARE OF VEHICLE: Customer agrees not to operate equipment or vehicle in a careless or negligent manner, or to operate the vehicle at excessive speed or while intoxicated or under the influence of any drugs.
21. DISCLAIMER OF AGENCY: Customer acknowledges that he/she is not the agent of Dealer for any purpose.
22. DISCLAIMER OF MANUFACTURE: Customer agrees that Dealer is neither the manufacturer of the equipment nor the agent of the manufacturer.
23. OPERATION OF EQUIPMENT: Customer agrees that all rented equipment shall be operated only by persons competent in its operation and further agrees to operate and maintain the equipment in accordance with instructions provided by dealer. Customer further agrees not to operate the equipment in a careless or negligent manner.
24. SEVERABILITY: The provisions of this contract shall be severable so that the invalidity, unenforceability, or waiver of any provisions shall not affect the remaining provisions.
25. INDEMNITY: Customer agrees to indemnify and reimburse Dealer for all liabilities to Customer, his agents, or third parties, arising out of the use of the equipment or a breach of this contract by Customer.
26. MILEAGE OR METER CHARGES: Customer agrees not to tamper with any meter/odometer on rental equipment/vehicles, and in such an event, agrees to pay Dealer at the maximum rate in effect at the time of the rental, according to Dealer's rate structure for such usage.
27. PRESUMPTION THAT RENTAL PROPERTY IS STOLEN: If Customer fails to return equipment to Dealer within 18 hours of the contract termination date and time on the front of this contract, Dealer may consider said rental equipment stolen and may issue theft notices and take necessary steps to recover said equipment.