

## TERMS AND CONDITIONS OF RENTAL

### 1. PHYSICAL CONDITION OF RENTAL ITEM(S)

You acknowledge that prior to taking the rental item(s), you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return the rented item(s) to Dealer in the same condition, except for ordinary wear and tear.

### 2. USE OF THE ITEM(S)

You agree that you are satisfied with the instruction given by Dealer in the proper and safe manner of using the item(s) or that you are so familiar and told Dealer that you were. You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. You have read and understand all manuals, written operating instructions and warnings as supplied for the equipment.

### 3. RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES

You are responsible for the use of the rented item(s). You assume all risk inherent in the operation and use of the item(s) and agree to pay, indemnify and hold Dealer harmless from, and hereby release Dealer from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from Dealer's negligence, from the defective condition of the item(s) or from any cause. **YOU AGREE THAT NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.**

### 4. RESPONSIBILITY FOR EQUIPMENT

From the time the item(s) is rented out until it is returned, you are responsible for it. If the item(s) is lost, stolen, stuck, rolled or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace, recover, tow, winch out or repair the item(s). If the item(s) is returned not clean, a cleaning charge will be imposed. Failure to return rented property under the terms of this contract may subject the Renter to criminal prosecution.

### 5. ITEM(S) FAILURE

You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify Dealer of the facts. Dealer agrees in its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you from the obligations imposed by other paragraphs, including 4 and 6. In all events, Dealer shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rented item(s).

### 6. RETURN OF ITEM(S)

The rented item(s) is Dealer's property and is rented to you subject to this contract for rental charges and for the period of time noted on the reverse side. If you desire to extend the term of this rental beyond the time and date specified on the reverse side under "Due", you must immediately notify Dealer to obtain our approval, the terms for such extension and a modification of this contract (see Paragraph 9). If this agreement has not been extended and you fail to return the item(s) when due in: Dealer, to enforce its property ownership of the item(s) and to protect its interest under this contract may retake the item(s) at anytime and to do so Dealer or its representatives may enter your property and you hereby waive any right of action against Dealer for such entry and retaking. In addition you acknowledge that the failure to return rented item(s) within the contracted time and the sale or concealment of returned item(s) are prohibited, and that such action may constitute a crime, Dealer, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to prosecution.

### 7. CHARGES AND PAYMENTS

Time is money. You are responsible for rental charges from the time the item(s) is "Out" as specified on the reverse side until it is returned, and other charges hereunder. Return the item(s) promptly, clean and in good condition. You and your representative, agent, or principal shall be responsible for and shall pay Dealer all charges hereunder. All charges are due upon return of the item(s) and on demand. If the rental charges are charged to someone other than the Renter, the Renter represents he/she is the agent of such party and has the right to charge this rental; the Renter nevertheless will remain liable for the charges and for the other obligations and responsibilities of the Renter hereunder. If rental charges are not paid within 10 days of their due date, Dealer at its discretion may recalculate all charges on a daily rental rate basis.

### 8. COLLECTION COSTS

You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rental item(s) or otherwise in enforcing the terms of this contract.

### 9. MODIFICATION OF CONTRACT

This paper represents our entire contract, and there are no collateral, oral, or other agreements outstanding. None of Dealer's rights may be changed and no extension of the term of this contract may be made except in writing signed by Dealer and made a part of this contract.

### 10. DAMAGE WAIVER

If you pay the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, Dealer agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, windstorm, upset, and riot. We exclude from the waiver, however, any loss or damage due to theft, burglary, collision, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to your failure to care for the rental item(s) as a prudent person would his/her own property, such as proper lubrication. DWC does not cover rental items or accessories that are lost or not returned. DWC does not cover any costs other than the damage to rented equipment including recovery, towing or winch out. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement authorities and furnish us a copy. In addition, if you have insurance for the loss or damage, you shall exercise, and shall empower us to exercise, all your rights to obtain recovery under insurance, shall cooperate with Dealer to obtain recovery and all insurance proceeds shall be given or assigned to Dealer.

Accept  Decline

### 18-4-402 THEFT OF RENTAL PROPERTY

- (1) A person commits theft of rental property if he:
- Obtains the temporary use of personal property of another, which is available only for hire, by means of threat or deception, or knowing that such use is without the consent of the person providing the personal property; or
  - Having lawfully obtained possession for temporary use of the personal property of another which is available only for hire, intentionally fails to reveal the whereabouts of or to return said property to the owner thereof or his representative or to the person from whom he has received it within seventy-two hours after the time at which he agreed to return it.
- (2) Theft of rental property is a misdemeanor or a felony and carries a fine or imprisonment or both as stated by state law.

### INDEMNIFICATION OF OWNER

Occupant shall indemnify and hold Owner harmless from any and all claims and demands for damages or injury, and against all losses, penalties and expenses (including, but not limited to Owner's attorney's fees) arising from any act or omission of Occupant or in any way related to Occupant's use of the equipment rental.