

TERMS & CONDITION

No operators are furnished, directly or indirectly with our equipment. In consideration of hiring of equipment (herein "the equipment") described on the front of this contract it is agreed as follows:

DEPOSIT: Renter acknowledges that one of the purposes and intent of the deposit is to secure and guarantee complete performance of renter's obligations under contract.

WARNING: The use of false or fictitious identification to obtain the equipment or failure to return the equipment upon the expiration on this contract may be considered a theft, resulting in criminal prosecution.

POSSESSION/TITLE: Renter's right to possession of the equipment terminates on the return date or pick-up date indicated on the front of this contract. Retention of possession after this date constitutes a material breach of this agreement. Time is of the essence of this agreement. Any extension of this agreement must be agreed upon in writing. Title to the equipment is and shall remain rental center. If the equipment is not returned or allowed to be pick-up if delivered, and/or levied upon for any reason whatsoever, rental center may retake said items without further notice or legal process and use whatever force is reasonably necessary to do so. Renter hereby agrees to indemnify, defend and hold rental center harmless from any and all claims and cost arising from such retaking. If equipment is levied upon, renter shall notify rental center immediately.

RECEIPT/INSPECTION OF EQUIPMENT: Renter hires this equipment on an "as is" basis. Renter acknowledges that he or she has personally inspected the equipment, or his or her representative, prior to its leaving the rental center, or upon delivery, and finds it suitable for his needs. Renter acknowledges receipt of all items listed in this agreement in good working order and repair, and that he understands its proper operation and use without further instructions regarding operation and use from rental center. Renter acknowledges that he has had an opportunity to inspect all hitches, bolts, safety chains, hauling tongues and other devices and material used to connect the equipment to renter's vehicle, if any, and renter declares that he has received the equipment in a secure and operative condition.

SOLVENCY: Renter represents to rental center that he is not insolvent and should he become insolvent, that he will return all equipment to rental center immediately.

RENTAL PERIOD/RATE/PAYMENT: Rental period is for a maximum of twenty-four (24) hours unless a longer term is specified in the "return date". Rental charges begin immediately upon delivery of the equipment to the location direct by the renter or upon equipment leaving rental center, whichever happens first. Rental charges end upon return of the equipment to rental center or pick-up of equipment by the rental center if agreed, in an acceptable condition. If the equipment is return prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Rental center may terminate rental at any time and retake the equipment without further notice in case of violation by renter of any terms or conditions of this agreement. Renter agrees to pay any collection costs and attorneys fees incurred in collection of this account or any dispute arising under this agreement. Rental rates are based upon single shift usage (8 hours per day, 5 days per week). If renter makes greater use of the equipment, it is agreed that the additional usage will be charged.

ORDINARY WEAR AND TEAR: "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment on a one-shift basis. Damage which is not "ordinary wear and tear" includes but is not limited to: damage resulting from lack of fuel or lubrication; failure to maintain proper oil, water, hydraulic or air pressure levels; damage due to overturning, overloading or exceeding rated capacity; improper use; abuse; lack of cleaning, if required; tire damage; permanent stains-wax, burns, and mildew on linens; Renter shall be responsible for all damage not caused from ordinary wear and tear. All tents are subject to stretching and retracting, and rental center makes no guarantee that tents are absolutely waterproof, and are considered temporary structures. Cooking in, under, or near rental centers' tent, is not considered "ordinary wear and tear". And that such activity is solely responsible by the renter and that such activity should not occur or a damage charge is incurred.

COMPLIANCE WITH LAWS/USE OF EQUIPMENT: Renter agrees not to use or allow anyone to use the equipment for any illegal or in any illegal manner. Renter acknowledges that the rental center has no physical control over the use of the equipment. Renter agrees at his or her sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the equipment during the rental period. Renter further agrees to pay all licenses, fees, permits or taxes arising from his use of equipment, including any subsequently determined to be due as a result on an audit. Renter shall not allow any person who is not qualified to operate the equipment or use the equipment. Renter shall not allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without rental center's written permission; or allow a lien to be placed upon the equipment. Renter agrees not to disassemble, move or relocate, reassemble equipment that rental center has erected without written notice and consent to allow such activity to occur. Renter agrees to check filter, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to discontinue use and immediately notify rental center when equipment is found to need repair or maintenance. Renter agrees to check any and all water accumulations on tents and if such accumulation is noticed, renter must notify rental center immediately. That renter takes full responsibility if damage occurs to tents. Renter acknowledges that the rental center has no responsibility to inspect the equipment while it is in renter's possession. If the equipment becomes unsafe or requires repair, renter shall discontinue using it and notify rental center immediately.

RETURN OF EQUIPMENT: Renter agrees to return the equipment to rental center during regular business hours upon "return date" in as good condition as when received, ordinary wear and tear accepted. Renter agrees that if equipment is delivered by rental center, that renter continues to be responsible for equipment regardless of the "return date", "expiration date", or "pick-up date", until rental center personnel has arrived to remove equipment. Renter agrees to have all non-leased equipment, decorations or other obstacles that prohibit rental center from removing rented equipment, clear from area for rental center. If not, renter agrees to pay rental center an additional minimum fee of \$50.00 per man-hour rate.

SUBLETTING/LOCATION OF EQUIPMENT: Renter agrees not to sublet, loan or assign the equipment. Renter shall not move the equipment from the address at which renter represented it was to be used or location where rental center delivered.

DISCLAIMER OF WARRANTIES: Rental center makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for renter's particular intended use, or that it is free of latent defects. Rental center shall not be responsible to renter or any third party for any loss, damage, or injury caused by, resulting from, or in any way attributable to the operation of, use of, or any failure of the equipment. Rental center shall not be responsible for any defect or failure unknown to rental center. Renters sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that renter notified rental center immediately of such failure and returns the equipment to rental center within twenty four (24) hours of such failure.

DEFAULT: Should renter in any way fail to observe or comply with any provision of this agreement, rental center may, at his sole option exercise any and all of the following remedies: a) Termination of this agreement. b) Retake the equipment. b) Declare any outstanding rent and charges due and payable and initiate legal process to recover the monies. d) Pursue any of the remedies available to rental center (exercise of any remedy available to rental center shall not constitute an election of remedies or a waiver on any additional remedies to which rental center may be entitled).

RETAKE OF EQUIPMENT: If for any reason it becomes necessary for rental center to retake the equipment, rental center may retake the equipment without further notice or further legal process.

ACCIDENTS, REPORTING AND INDEMNIFICATION: In the event of any accident resulting in property damage or bodily injury arising from use of equipment while it is in renter's possession, renter hereby expressly agrees to assume responsibility for himself, his own employees, agents and assigns negligence and agrees to indemnify, defend and hold rental center harmless from any claim or action arising there from, including any cost and attorneys fees incurred in connection therewith. Renter agrees to notify rental center immediately in case of any accident and to obtain the names, addresses, phone numbers and other pertinent information from all parties involved and all witnesses.

NOTICE OF NON-WAIVER/SEVERABILITY: Any failure of rental center to insist upon strict performance by renter as regards any provision of this agreement shall not be interpreted as a waiver on rental center's right to demand strict compliance with all other provisions of this agreement against renter or any other performance ability, invalidity or waiver on any provision shall not effect any other provision.

SITE PREPARATION: Renter agrees to have site area clear of any and all obstacles, which interrupt the assembly of equipment prior to delivery date. Renter agrees to have all underground facilities, in the vicinity of the site area, clearly marked prior to delivery date. And that renter is fully responsible for any and all damages that rental center may cause due to the renters failure to have site area clearly marked. Neglect of clearly marking site area will be the renter's responsibility for any damage. Rental Center reserves the right to erect tents under their discretion and will not wait for renter to direct or instruct rental centers' placement to erect tent.

DAMAGE CHARGE: The 10% Damage Charge is not insurance. Damage Charge paid on the this agreement and with immediate notification in the event of any accident, and the prompt submission by renter of applicable police reports, rental center and renter agree that rental center will waive any claim against renter for direct physical damage to the terms for any external causes, except as follows: a) Any item or items or part thereof which is not returned for whatever reason, including theft; b) Loss or damage resulting from overloading or exceeding rated capacity of item; c) Loss or damage to motors or other electrical appliances or devices caused by artificial current; d) Loss due to mysterious disappearance, wrongful conversion by a person entrusted with the items; e) Loss or damage caused by infidelity of renter, its employees, or persons to whom the items are entrusted; f) Renter is responsible for loss or damage resulting from misuse, abuse, failure to maintain cleanliness if applicable, or other normal servicing of items; g) All damage or loss resulting from use of the items in violation of any provision of this agreement, violation of any law, ordinance or regulation or operation in an improper or negligent manner. h) Damage due to cooking or near an open flame.

LOADING AND UNLOADING EQUIPMENT: Renter is responsible for loading and unloading equipment in and out of their vehicle. If rental centers' employees assist with loading or unloading, renter agrees to assume all risk and agrees that the rental center shall not be liable for damage of any kind whatsoever.

REFUND POLICY: All refunds will be issued in the manner in which they were paid. If renter paid in cash, and is not present to receive a cash refund, then a company check will be sent to renter's address on contract.

WEATHER POLICY: Regardless of weather conditions, rental center will continue to execute the contract. Renter must notify rental center to cancel contract due to weather conditions. Cancellation policy will be enforced under this condition.