

TERMS AND CONDITIONS

1. INSPECTION. Customer acknowledges that Customer has had an opportunity to personally inspect the equipment, and finds it suitable for Customer's needs and in good condition, and that Customer understands its proper use. Customer further acknowledges Customer's duty to inspect the equipment prior to use and notify Dealer of any defects.

2. EQUIPMENT FAILURE / REPLACEMENT OF MALFUNCTIONING EQUIPMENT. In the event any of the Equipment fails to start, breaks, malfunctions, becomes unsafe or is in need of maintenance or repair, Customer agrees to immediately discontinue use, notify Dealer immediately (within 30 minutes), and if directed to do so, return the Equipment to the Dealer. Customer further agrees Customer will not repair or have someone else repair any Equipment. Failure to notify Dealer within 30 minutes will result in Customer being charged for all time out. Dealer agrees, in Our discretion, either to: repair the Equipment within a reasonable time; or provide Customer with similar equipment, if available; or make the Equipment available to Customer at another time if acceptable to Customer; or adjust the rental charge. This provision does not relieve Customer from Customers obligations under this Rental Agreement.

3. WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESSED OR IMPLIED. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS.

4. POSSESSION/TITLE. Dealer owns the Equipment, and title in and to all of it will remain Dealer's at all times. Customer is entitled only to use and possess the Equipment for the Rental Period; subject to the terms of this Contract. If Customer retains any of the Equipment beyond the agreed Term without Dealer's express written consent, Customer will be deemed to have materially breached this Contract. Customer will not take, grant or permit the taking of any (and Customer hereby waives any and all) liens or other similar claims on any portion of the Equipment, and Customer will take such actions as may be necessary, at Customer's sole cost and expense, to ensure that any and all such liens are released as soon as possible.

5. HOLD HARMLESS/INDEMNITY. Customer assumes all risks associated with the possession, use, transportation and storage of the Equipment. **ACCORDINGLY, CUSTOMER HEREBY WAIVES ANY AND ALL LIENS AND CLAIMS ARISING FROM OR ASSOCIATED WITH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DEALER FROM AND AGAINST, ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, CLAIMS FOR BODILY INJURY(IES) (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF TIME AND/OR INCONVENIENCE) RESULTING FROM OR ARISING IN CONNECTION WITH SUCH POSSESSION, USE, TRANSPORTATION AND/OR STORAGE, REGARDLESS OF THE CAUSE AND INCLUDING ANY INJURIES AND/OR DAMAGES SUFFERED BY CUSTOMER, CUSTOMER'S EMPLOYEES AND/OR ANY THIRD PARTY(IES), EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM DEALER'S INTENTIONAL MISCONDUCT.**

6. ASSIGNMENT AND SUBLETTING. Dealer may, at Dealer's sole option, assign all or any portion of Dealer's rights and/or remedies under this Contract without Customer's consent. **CUSTOMER MAY NOT ASSIGN CUSTOMER'S RIGHTS OR REMEDIES UNDER THIS CONTRACT, NOR MAY CUSTOMER SUBLEASE OR LOAN ANY OF THE EQUIPMENT TO ANY THIRD PARTY WITHOUT DEALER'S PRIOR WRITTEN CONSENT. ANY SUCH ATTEMPTED ASSIGNMENT OR SUBLEASE BY CUSTOMER WILL, AT DEALER'S OPTION, BE DEEMED VOID AB INITIO.**

7. ASSUMPTION OF RISK. Customer acknowledges that the possession, use, transportation and/or storage of the Equipment may give rise to the risk of personal injury and/or property damage. **CUSTOMER VOLUNTARILY ASSUMES ALL SUCH RISK AND RELEASES AND DISCHARGES DEALER AND THE EQUIPMENT FROM ANY AND ALL LIENS, LIABILITIES AND CLAIMS ARISING IN CONNECTION WITH THE SAME, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH DEALER'S NEGLIGENCE (OTHER THAN DEALER'S INTENTIONAL MISCONDUCT).**

8. 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 Customer or his 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.)

9. 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 Dealer's written permission. Any purported assignment by Customer is void.

10. TIME OF PAYMENT. All rental charges are due and payable at the termination of the Rental Period. On commercial accounts, which may be authorized and established by Us, a carrying charge of 1-1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) will be charged on all overdue sums.

11. TIME OF RETURN. Customer's right to possession terminates on the expiration of the rental period ("Due In" date & time) 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.

12. RETURN DURING BUSINESS HOURS. In the event the Equipment is returned to Our premises at a time not during Our regular business hours, You will pay for any damage to or loss of the Equipment occurring between the Time of Return and the commencement of Our next business day.

13. LATE RETURN. Customer agrees to return the rented goods during Dealer's regular store hours, upon expiration of the rental period ("Due In" date & time). Customer agrees that if the rented goods are held beyond the expiration of the rental period ("Due In" date & time)

as designated in the contract, the daily rate as indicated on the contract shall be the agreed contractual rate for the entire period, notwithstanding any lesser periodic rate. The late return charge will also be applied in the case of Equipment to be picked-up by Us if the Equipment is not ready and available for Dealer pick-up at the expiration of the rental period.

14. DAMAGED, DIRTY, OR LOST EQUIPMENT. Customer agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are 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, lost or stolen goods. Equipment lost, stolen or damaged beyond repair will be paid for at its current list price. The cost of repairs will be borne by Customer, whether performed by Dealer, or, at Dealer's option, by others.

15. TIME OF PAYMENT. Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.

16. COLLECTION COSTS. Customer agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.

17. 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 goods from wherever they are, and Dealer and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.

18. INSPECTION OF TRAILER HITCH. Customer agrees to inspect the trailer coupling mechanism and safety chain before leaving Dealer's premises. Customer also agrees to inspect the equipment periodically and to maintain the coupling and chain in a safe and secure condition.

19. SEVERABILITY. The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

20. LOADING AND UNLOADING EQUIPMENT. Customer is responsible for loading and unloading equipment. If Dealer's employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold Dealer and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Dealer.

21. PROPERTY DAMAGE. Not responsible for any damage whatsoever as a result of on-the-job deliveries or pick up by Dealer.

22. FEES, LICENSES, PERMITS, TAXES AND FINES. The Customer shall be solely responsible for payment of any fees, licenses, permits, taxes or fines, required by or resulting from the Customer's use or operation of the vehicle/equipment.

23. UNDERGROUND FACILITIES. It is Customer's responsibility to contact PA ONE CALL (811) before any digging begins.

24. FUEL SURCHARGE. Equipment with gas/diesel engines must be returned full of fuel or Customer will be charged at the current Dealer's rate.

25. RENTAL RATES. Schedules rental rates begin when the equipment leaves Our premises and continues until the equipment is returned to the premises during normal business hours. Equipment with run time hour meters are charged one days rental for each eight (8) hour period of use during a twenty-four (24) hour period. If the equipment is operated for more than eight (8) hours during a twenty-four (24) hour period, a pro-rated charge will be made. In cases where monthly statements or invoices are not paid by the due date, We may at Our discretion, revert all charges to the established daily rate.

26. DAMAGE WAIVER. 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 in 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 or damage to the Equipment while in your possession, except that You will be responsible for the first \$500.00 or replacement of damaged Equipment (whichever is higher). You agree to immediately notify Us 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 foregoing, Your liability for loss of, or damage to, the Equipment will not be waived in the following circumstances: (1) Any Item or part thereof which is not returned, irrespective of the reason, including theft, mysterious disappearance, and intentional damage. (2) Reckless, careless or abusive operation or use of the Equipment. (3) Use or operation of the Equipment exceeding its rated capacity. (4) Damage to motors, generators, drills or other tools, electrical appliances or devices caused by use of non-utility generated power, whether or not supplied by Us. (5) Damage to tires, tubes and wheels caused by blowout, bruises, cuts, punctures or other causes inherent in the use of the Equipment. (6) Damage resulting from failure to perform or pay for all normal periodic and other basic service maintenance, adjustments and lubrication of the Equipment. (7) Loss or damage caused by dishonesty of Your employees, or wrongful conversion by any person whom You allow to possess the Equipment. (8) Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment manufacturer. (9) Damage resulting from vandalism, malicious mischief, or intentional abuse. (10) Damage to any and all accessories, such as air hoses, electric cords, blades, welding cable, liquid fuel tanks and other similar items and accessories. (11) Damage resulting from overturning or striking overhead objects. (12) Damage resulting from use of the Equipment in violation of any terms of this Rental Contract.

A LARGER FONT COPY OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.