

RENTAL / LEASE TERMS AND CONDITIONS

1. LESSOR leases to LESSEE and LESSEE hires from LESSOR the Equipment described herein, and LESSEE agrees to pay the specified rental charges in advance during the term hereof
2. LESSEE shall not encumber this Contract or Equipment, not permit the Equipment to be removed to a location other than the address shown herein, not permit any others to use the Equipment without LESSOR'S written consent.
3. LESSEE shall be liable for and shall reimburse LESSOR for amounts equal to any sales, use, license or registration fees levied or based upon the rentals, or the equipment, or the use or the operation thereof.
4. LESSEE agrees to care for Equipment properly, to use it within its rated capacity and to assure that the equipment is operated with a Driver's Overhead Guard and Load Back Rest installed except when operating conditions prevent their use, to restrict its use to LESSEE'S qualified personnel and to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the Equipment and to notify LESSOR immediately of accidents, disabilities, failures or like information concerning the Equipment. LESSEE further agrees to pay for all damage to the Equipment resulting from improper use or abuse of the Equipment upon receipt of invoices therefor from LESSOR for LESSOR'S costs and expense of repair. LESSEE shall take care of normal needs of the equipment, including supplying fuel, oil and water, daily checks of general condition, including oil level, cooling system, water and batteries. Recharging batteries, furnishing LP gas, fuel and cylinders, etc. LESSOR will service and maintain the Equipment in proper working condition and LESSEE agrees to make it available for servicing by LESSOR at reasonable times during LESSOR'S business hours. In the event that LESSEE requires service at times other than LESSOR'S business hours, LESSEE agrees to pay the difference between the straight time and overtime rate for technician's overtime.
5. LESSEE agrees that LESSOR shall not be liable to LESSEE nor this Contract be impugned for LESSOR'S failure to repair the Equipment if disabled or furnish substitute Equipment for any reason whatsoever and that LESSOR in no event is or shall be liable for special or consequential damages of any nature whatsoever or however caused.
6. The Equipment is leased FOB LESSOR'S warehouse and LESSEE agrees not to remove said Equipment to a location other than that shown hereof without prior written consent of the LESSOR.
7. LESSEE agrees at the expiration of the term or any extended term hereof or sooner termination of this Contract to return at LESSEE'S expense each unit of Equipment to LESSOR'S warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.
8. LESSEE assumes all risk and liability for and agrees to indemnify, save and hold LESSOR and all affiliates harmless from all claims and liens, all loss of or damage to the Equipment and all loss, damage, claims, penalties, liability and expenses, including attorney's fees, howsoever arising or incurred because of the Equipment or the storage, use or operation thereof, LESSEE, at its own expense, shall carry a minimum of \$500,000 single-limit all-risk insurance, and shall keep all Equipment insured at its full insurable value against fire and theft and under extended coverage. LESSEE shall furnish LESSOR with certificates of insurance designating LESSOR and its assigns as insured parties under the policy which certificates shall provide for ten (10) days prior written notice of cancellation. The insurance so provided shall be effective during the period from the moment of delivery of each unit under lease to LESSEE until the moment of return or surrender of possession to LESSOR or his authorized representative.
9. If LESSEE fails to pay any rental or other sum payable hereunder when due, or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this Contract, LESSOR may immediately terminate this Contract by notice in writing to LESSEE and repossess all items of Equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due and unpaid plus a reasonable amount for attorney's fees and such expenses as may be expended in the repossession of the Equipment. The remedies provided herein in favor of LESSOR shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in LESSOR'S favor, existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing it is delivered to LESSEE, personally, or sent by mail addressed to LESSEE at the address set forth hereof.
10. This is a Contract of rental only and nothing herein conveys to LESSEE any right, title or interest in or to any of the Equipment, except as a LESSEE.

Customer responsibilities during the Rental Period

DAILY FLUIDS	INSURANCE
CALL FOR PICK-UP	AFTER-HOUR SERVICE
TAXES	DAMAGE
FLAT TIRES	OVERTIME USAGE
LIGHTS	EXCESSIVE TIRE WARE