

RENTAL TERMS

1. LESSOR leases to LESSEE and LESSEE hires from LESSOR the Equipment described herein, and the LESSEE agrees to pay the specified rental charges in advance during the term hereof.
2. LESSEE shall not encumber this Contract or the Equipment, nor permit the Equipment to be removed to a location other than the address shown herein, nor 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 the 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., the 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 equipment, including supplying fuel, oil, and water, daily checking 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 times during LESSOR'S bushiness 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 mechanic's time.
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 shall be liable for special or consequential damages of any nature whatsoever or however caused.
6. The Equipment is leased f.o.b. LESSOR'S warehouse, and LESSEE agrees not to remove said Equipment to a location other than that shown on the reverse side 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 expected.

8. LESSEE assumes all risk and liability for and agrees to indemnify, save and hold LESSOR harmless from all claims and liens, all loss of or damage to the Equipment and all loss, damage, claims, penalties, liability, and expenses including attorneys' fees, howsoever arising or incurred because of the Equipment or the storage, use or operation thereof. LESSEE, at its own expense, shall carry adequate public liability insurance against bodily injury, including death and against property damage, shall keep all Equipment insured full insurable at its full insurable value against fire and theft and under extended coverage.

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 term 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 attorneys' 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 the LESSEE, personally or sent my mail addressed to LESSEE at the address set forth upon the reverse side thereof.

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.