

TERMS & CONDITIONS

- 1). These terms and conditions cover the rental equipment leased to Lessee by Lessor. Lessee agrees that the rental equipment has been received in good working condition and that Lessee has been afforded an opportunity to inspect and test such equipment if so desired. Lessee will return such equipment to Lessor at the end of the Lease in the same condition it was rented, with only ordinary wear and tear accepted. Lessee shall not remove any serial number or other identifying numbers of marks. Lessee shall not transport the leased equipment to any other country.
- 2). Lessee assumes liability for, and shall indemnify, defend and hold harmless Lessor, its agents, employees, offices, directors, successors, and assigns from and against any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions costs and expenses including attorney's fees of whatsoever kind and nature, relating to or arising out of the use, condition (including but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation ownership, selection, delivery leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of Lessee to perform or comply with the conditions of the lease.
- 3). The Lessee will immediately discontinue use of the equipment and immediately notify the Lessor should it at any time, following the execution of this agreement or any subsequent agreement, malfunction, become unsafe, or in a state of disrepair. Lessee will immediately notify the Lessor that the equipment is unsafe, in disrepair, or has been lost, misplaced, or stolen. Lessee shall file a police report on any stolen or missing equipment. Lessee agrees to take all steps reasonably necessary to prevent injuries to any person and property from the equipment. Lessee shall not allow any lien or encumbrance to attach to the equipment.
- 4). Lessee agrees to Lessor's right to enter the premises where Lessee is using the equipment at any time to inspect or repossess said equipment. Lessee hereby waives any right of action against owner by reason of such taking or entry and agrees to reimburse Lessor's cost of repossession if any.
- 5). Lessee agrees to reimburse Lessor for all of its reasonable attorneys' fees and court cost and expenses incurred by Lessor to enforce collection or to preserve or enforce Lessor's rights under this contract.
- 6). Lessee agrees not to loan, sublet or otherwise dispose of equipment or use it at any other location than listed on the face of the contract. Lessee shall only allow the equipment to be used by qualified, trained, and experienced operators.
- 7). **PAYMENT:** Lessee agrees to pay lessor upon demand:
 - All rates, charges, taxes, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this rental transaction.
 - Replacement cost of any loss or disappearance of equipment due to theft, conversion, negligence, or dishonest acts on part of any person or persons to whom the issued property is entrusted or any person or persons in the service or employment of the Lessee whether or not occurring during the hours of such service or employment. Lessor reserves the right to consider the property lost, stolen, or converted if not returned within TEN (10) DAYS of the date and time printed under the "TIME AND DATE DUE IN" column on the contract.
- 8). **CREDIT CARD:** Lessee authorizes that the Lessor may bill the Lessee's credit card at any time of reservation or upon receipt of the rented item(s) or upon the return of the item(s).
- 9). **PAYMENT GUARANTEE:** If the Lessee has directed the Lessor and the Lessor has agreed to bill charges to someone else who fails to make payment promptly when due, the Lessee promises to pay Lessor on demand. The Lessee understands that he remains individually responsible for all charges even if the Lessee directed Lessor to bill another person.
- 10). **REPLACEMENT COST:** Lessee agrees to pay in full replacement cost, including labor, for all damages to rental equipment due to any cause whatsoever.
- 11). Unless waived by Lessee's initial's next to the damage waiver charge on this contract. Lessee agrees to pay a damage waiver fee which is 12% of the rental fee. In exchange for this damage waiver fee, Lessor agrees to modify paragraph 10 (above) of this contract. If Lessee has accepted the damage waiver, Lessor assumes risk of damage to equipment of up to \$500 of any damage claim, but not to exceed 50% of replacement cost of unit.
THE LESSEE UNDERSTANDS THE DAMAGE WAIVER IS NOT INSURANCE. DAMAGE WAIVER DOES NOT COVER THE FOLLOWING:
 - Loss or damage resulting from improper loading, overloading, exceeding rated capacity, misuse, abuse, or improper servicing of equipment.
 - Loss due to mysterious disappearance or wrongful conversion by any persons.
 - Loss by theft, vandalism, or malicious mischief.
 - Loss or damage to items that are excluded from Damage Waiver including but not limited to specialty linens.
 - Loss due to Lessee failing to care for the rented item(s) as a prudent person would their own property.
 - Loss or damage from use of property in violation of any provisions of this lease or in violation of any local, state, or federal law.
 - Lessee shall assign all claims and any proceeds to Lessor immediately upon receiving compensation from Lessee's insurance company.
- 12). **THERE ARE NO WARRANTIES OF MERCHANTABILITY OF FITNESS EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**
- 13). **RENTAL FEES ARE FOR PORTAL TO PORTAL TIME OUT, NOT TIME USED, INCLUDING ANY PERIOD LESSOR IS CLOSED. OVERDUE RATES FOR EQUIPMENT RENTALS ARE COMPUTED @ 1/6 THE DAILY RATE FOR EACH HOUR OVER A DAY (24 HOURS). A ONE DAY RENTAL RATE FOR EQUIPMENT WITH RUN TIME HOUR METERS CONSISTS OF 8 HOURS USE WITHIN A 24 HOUR PERIOD. IF RUN MORE THAN 8 HOURS IN A 24 HOUR PERIOD AN ADDITIONAL PRO-RATA CHARGE WILL BE MADE.**
- 14). **FINAL AUDIT:** LESSEE UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Lessee authorizes any credits or additional charges to be made and paid by the method used at the time of the reservation, rental or return.
- 15). **LOADING AND UNLOADING EQUIPMENT:** The Lessee is responsible for loading and unloading rental equipment. Lessee assumes the risks and shall hold the Lessor harmless of property damage or personal injuries if Lessor's employees assist in the loading or unloading of equipment. It is the Lessee's responsibility to secure the equipment on his/her vehicle. If Lessee requires delivery of the equipment Lessor may agree to provide same for additional fees. Even if Lessor delivers the equipment the rental term begins when the lease agreement is executed and ends when the equipment is returned to Lessor.
- 16). **INSURANCE:** Lessee will procure, at their sole expense, and maintain, in full force and effect, during the term of this lease, insurance covering injury to third persons and property damage from their use of the equipment as well as replacement of the equipment if lost or stolen. Lessee's insurance should be on a worldwide basis and cover "All Risks". Lessee shall maintain vehicle insurance in any vehicle transporting the rented equipment. Lessee shall list Lessor as an additional loss payee on all such insurance policies. Upon request Lessee shall provide proof of such insurance coverage to Lessor. Lessor may, in its sole discretion, accept a hold or deposit on a credit card in lieu of the above reference insurance.
- 17). **MISCELLANEOUS:** If Lessee is an entity the person signing the contract represents that they have full authority to bind the entity to the contract. This contract is governed by the Laws of the State of Ohio. Any dispute shall be venued in the Mentor Municipal Court or the Lake County Court of Common Pleas as appropriate. The contract and these Terms and Conditions constitute the entire agreement of the parties. This lease shall not be assigned or subleased by Lessee to any third party without Lessor's prior written consent.