RENTAL POLICY TERMS AND CONDITIONS

PERMITTED USE/RESTRICTIONS/MAINTENANCE. Renter agrees that the Dealer has no control over the manner in which the Equipment is operated during the Rental Period. Renter warrants that: Renter will inspect the Equipment to confirm that it is in good condition, without defects and is suitable for Renter's intended use. Renter has received all the information requested regarding the operation of the Equipment. The Dealer is not responsible for providing operator or other training unless requested by the Renter. Renter will use the Equipment for its customary purpose, in compliance with all operating and safety instructions. Renter will immediately discontinue use of the Equipment if it becomes unsafe or in a state of disrepair. Renter must promptly report any Equipment issues to Dealer. Dealer will replace the Equipment with similar, functional Equipment if available. The Dealer is not responsible for any incidental or consequential damages caused by delays. Renter will not use the Equipment in a negligent, unauthorized, or abusive manner. The Equipment will be kept in a secure location. Renter will maintain proper fuel, oil, and lubrication levels on large Equipment and Renter agrees to perform routine inspections in accordance with manufacturer's specifications. Equipment with gas/diesel engines must be returned full of fuel; otherwise, a surcharge will apply.

WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED. There is no warranty that the Equipment is suited for the Renter's intended use, or that it is free from defects.

INSPECTION OF TRAILER HITCH. The Renter agrees to inspect the trailer coupling mechanism and safety chain before leaving the Dealer's premises. The Renter also agrees to inspect the Equipment, periodically (every 50 miles) and to maintain the coupling and chain in a safe and secure condition.

LOADING AND UNLOADING EQUIPMENT. If the Dealer assists in loading or unloading the equipment, the Renter agrees to assume the risk of, and hold the Dealer harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Dealer and its employees.

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

UNDERGROUND UTILITIES. Renter agrees to have underground utilities marked before Equipment arrives. Renter assumes full responsibility for any damage to underground utilities.

SITE PREPARATION. Renter agrees to have the site ready for Equipment delivery or retrieval as agreed. Renter agrees to pay additional charges for delays.

HOLD HARMLESS/INDEMNITY. Renter assumes all risks associated with the Equipment's possession, use, transportation, and storage, property damage, personal injuries caused by the Equipment agreeing to indemnify and hold Dealer harmless from any injury, liabilities, claims, damages, losses, costs, and expenses including legal cost incurred in defense of such claims.

WAIVER OF CLAIMS. The Renter waives all claims for personal injury, property damage to the transported Equipment, loss of time or inconvenience arising out of the use of a trailer, or any accident or breakdown.

ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT. The Dealer may assign its rights under this agreement without the Renter's consent but will remain bound by all obligations herein. The Renter may not sublease or loan the Equipment without the Dealer's written permission. Any purported assignment by the Renter is void.

INSURANCE. If any Equipment is to be used for a commercial purpose, Renter must maintain insurance coverage for the Equipment, naming Dealer as an additional insured and loss payee.

CREDIT CARD AUTHORIZATION. Renter authorizes Dealer to securely store and charge Renter's designated credit or debit cards on file for all amounts owed under this Agreement, including rental fees, extensions, late returns, damages, repairs, and replacement costs, without further approval or signature.

TIME OF RETURN. The Renter's right to possession terminates on expiration of rental period 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.

RETURN OF EQUIPMENT. At the termination of this agreement, Renter shall return all Equipment to Dealer's premises during Dealer's regular business hours, in the condition as when delivered to Renter, subject only to reasonable wear and tear. Renter shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Dealer's regular business hours. If Dealer has agreed to deliver the Equipment to Renter or to pick up the Equipment from Renter. Renter shall be responsible for all losses or damage to the Equipment from time of delivery to Renter and until picked up by Dealer. Any extension must be mutually agreed upon in writing. Late returns will be charged at the current daily rate.

THEFT OF EQUIPMENT. The Renter agrees to pay for Equipment (at its replacement cost when rented) for all types of theft or mysterious disappearance.

DAMAGED OR LOST EQUIPMENT. The Renter agrees to pay for any damage to or loss of Equipment, as an insurer, regardless of cause, except reasonable wear and tear while Equipment is out of possession of the Dealer. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost Equipment. Equipment damaged beyond repair will be paid for at its Replacement Cost when rented. The cost of the repairs will be paid by the Renter, whether performed by the Dealer, or by others.

CLEANING CHARGE: Renter agrees to pay a reasonable cleaning charge if Equipment is returned dirty.

COLLECTION COSTS. Renter agrees to pay all reasonable collection, attorney's fees, court fees, and other expenses for charges or enforcement of Dealer's rights under this contract.

REPOSSESSION. Upon a failure to pay rent or other breach of this contract Dealer may terminate this contract for breach, Dealer may terminate this contract and take possession of and remove Equipment from wherever it is, and the Dealer and his agents shall not be liable for any claims for damage on trespass arising out of the removal of the Equipment.

WAIVER OF JURY TRIAL. Each party waives the right to a jury trial for any claims arising from this agreement.

SEVERABILITY. Invalidity or unenforceability of any provisions shall not affect the remaining provisions.