

Terms and conditions of rental

In consideration of the hiring of the Equipment described without operator, by the undersigned (hereinafter referred to as the "Renter/Lessee") from the company named on reverse side (hereinafter referred to as the "Dealer/Lessor") upon the terms and conditions, and for the price herein specified, it is agreed as follows:

- 1. RENTAL AND TERM** begins on the date & time specified as "TAKEN OUT" and terminates on the date and time specified as "DUE IN" unless amended in writing on the reverse of this contract. Rental charges commence on delivery of Equipment to renter and end upon return of equipment to Dealer's premises. Dealer may terminate Rental at any time and take possession of the equipment. Renter agrees to pay, on return of Equipment to Dealers premises, all charges and costs for the use thereof. Renter's right to use the Equipment terminates on the expiration and due dates set forth above unless extended in writing by Dealer. Failure to return equipment on the expiration and due date will be considered a theft, resulting in a criminal prosecution.
- 2. CONDITIONS OF HIRING, INSPECTION, PRIVILEGE AND WAIVER OF DEFECTS.** Renter accepts and hires the Equipment on an "as is" basis. Renter acknowledges receipt of all of the equipment in good working condition and repair and declares that Renter fully understands its proper operation and use. Renter acknowledges and declares that Renter has examined the Equipment and all hitch, bolls, safety chains, hauling tongues, together with all devices and materials used to connect the Equipment to Renter's towing motor vehicle, if any, and Renter declares that he has received all of such Equipment in a secure and operative condition. Renter is responsible for loading and unloading the goods. If the Dealers employees assist in loading or unloading the goods, 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 or his employees. Renter agrees to return the Equipment to Dealer's premises upon the expiration and due date hereof in as good condition as when received by Renter, ordinary wear and tear excepted. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (eight hours per day, five days per week) basis. Renter agrees to pay immediately all charges and costs incurred to clean, repair or replace the equipment.
- 3. EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use of the personal property should if at anytime, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the Renter will immediately notify Dealer that the Equipment is unsafe or in disrepair and until such time as Dealer has regained possession the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Rental Equipment or product.
- 4. COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of Equipment by Renter, and Renter agrees at his sole expense, to comply with all municipal, parish, state and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and use by the Renter. Renter shall not permit any person who is not legally qualified to use Equipment. This contract is governed by the laws of the State of Louisiana.
- 5. PERMITTED AREA OF USE OF EQUIPMENT.** Without Dealer's written consent, Renter shall not remove the Equipment from the parish in which it is rented.
- 6. RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT.** Renter shall not abuse, harm or misuse the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without Dealer's written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter's use and hiring of said Equipment Renter agrees to accept all responsibility therefor and shall hold Dealer harmless from any claims or action arising therefrom. Renter shall furnish Dealer with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, in case of the loss or destruction of any part of the Equipment, or of loss of possession thereof, or inability to return the same to Dealer, on the expiration and due date for any reason whatsoever. Renter shall pay Dealer the actual replacement cost thereof, and in addition thereto Dealers loss of use of said equipment.
- 7. DISCLAIMER OF WARRANTIES.** DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter's sole remedy or any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided the Equipment is returned to Dealer within 24 hours after such failure. Dealer shall not be responsible for any loss, damage or injury to Renter or Renter's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the Equipment.
- 8. USE OF DEPOSIT, AND LIABILITY OF LATE PAYMENT, UPON BREACH BY RENTER.** Renter acknowledges that the purpose and intent of the deposit paid by Renter hereunder is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each and all of the terms, covenants and agreements to be performed by Renter hereunder. Renter agrees to pay a late payment penalty at the rate of one and one half (1 1/2%) percent per month on all delinquent accounts.
- 9. INDEMNIFICATION OF DEALER BY RENTER.** Renter expressly indemnifies and holds Dealer harmless of, from and against any and all claims, loss, costs, damages, attorney's fees and/or liability in connection with the hiring and use of the Equipment regardless of whether a lawsuit is filed.
- 10. ATTORNEY'S FEES.** In the event an attorney is retained to recover possession of said equipment, to collect any sums due, to defend itself against renter or third party resulting from liability arising out of this agreement, or to enforce any of the terms, conditions or provisions of this agreement, Renter (Buyer) agrees to pay all court costs, expenses and attorney's fees of Dealer incurred.
- 11. TAXES.** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay said taxes whether said taxes appear as part of the fact of this contract or whether said taxes are later claimed by the governmental authority. In the event of a claim by any governmental authority for taxes arising out of this transaction, Renter agrees to pay to Dealer said taxes upon demand.
- 12. TITLE.** Title to the Equipment is and shall remain in Dealer. If the Equipment is levied upon for any reason whatsoever. Dealer may retake the equipment without notice or legal process, and may take all action reasonably necessary to do so.
- 13. CONSTRUCTION.** The paragraph headings used herein are for convenience only and are not to be used in construing the meaning or intent of any of the terms or provisions of this Rental Contract.

Damage Waiver

Accessories such as electric cords, air hoses, welding cable, tool steel, drill bits, miscellaneous fittings, liquid fuel tanks, and eye protection devices are not covered. In the event of damage to equipment covered by damage waiver, customer must pay 20% of repair costs including labor or 20% of replacement costs, whichever is less. Damage waiver does not cover the following:

- A. Loss or damage resulting from overloading or exceeding the rated capacity of equipment.
- B. Loss or damage to motors or other electrical appliances or devices caused by artificial electrical current.
- C. Loss or damage to tires, tubes and glassware.
- D. Loss or damage resulting from the lack of lubrication or other normal servicing of equipment.
- E. Loss due to mysterious disappearance, or shortage disclosed on inventory.
- F. Loss or damage caused by negligence of Lessee, his employees or persons to whom the equipment is entrusted.
- G. Use of the equipment for a job for which the equipment was not designed.
- H. Loss due to failure of Renter to adequately safeguard and protect equipment from undue exposure to the elements.
- I. Loss due to operation of equipment while under the influence of any illegally controlled drug or substances
- J. Use of the equipment in violation of any of the terms of this contract.
- K. Loss or damage caused by infidelity of Renter, his employees, or persons to whom the equipment is entrusted.

If Lessee has insurance covering such loss or damage, Lessee shall exercise all rights available to him under said insurance, take all action necessary to process said claim, and Lessee further agrees to assign said claim and any and all proceeds from such insurance to Lessor. Upon request of Lessor, Lessee shall furnish name of his insurance agent, insurance company and complete information concerning insurance coverage carried. Lessor's waiver of claims against Lessee as herein set forth is contingent upon Lessee's prompt making of and submission to Lessor of the copy of police report.

TERMS AND CONDITIONS OF SALE (ONLY APPLICABLE IF THE TITLE ON REVERSE SIDE IS "MERCHANDISE INVOICE")

In consideration of the purchase of the Equipment described, by the undersigned (herein after referred to as the "Buyer") from the company named on reverse side (hereinafter referred to as the "Dealer"), upon the terms and conditions and for the price herein specified, it is agreed as follows:

USED PRODUCTS

The Buyer hereby acknowledges that the product(s) described on the reverse side hereof which is the subject of this sale is a "used product" and is being sold on an "as is" and "with all faults" basis.

The Dealer as the seller, makes NO expressed warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and the DEALER does NOT make any implied warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE or any other warranties unless the DEALER has so provided in writing and the writing is signed by an AUTHORIZED REPRESENTATIVE of the DEALER.

I, the buyer hereby acknowledges that I have read all of the above terms and conditions of sales and that I understand that this is an "as is" sale of used goods:

Signature

Buyer's initials

Buyer acknowledges that the ONLY warranties provided with this product(s) are those provided by the manufacturer and that the DEALER makes NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, either express or implied. Buyer's initials