

(1) The rental equipment has been received in good working condition, and will be returned in the same condition, ordinary wear and tear accepted.

(2) INDEMNIFICATION: Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, 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 attorneys 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 this lease.

Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgement, or other resolution thereof. In the event: any such action is commenced naming lessor as a party, lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessor for all costs, expenses, and attorneys fees incurred by lessor in such defense.

The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

(3) Customer agrees to Lessor's rights to enter premises of Customer at any time to repossess said equipment. Customer hereby waives any rights of action against owner by reason of such taking or entry and agrees to reimburse Lessor's cost of repossession if any.

(4) Customer agrees to reimburse Lessor for all attorney fees, an amount not less than 25% of all sums due, court cost and expenses incurred by Lessor to enforce collection or to preserve or enforce Lessor's rights under this contract.

(5) Customer agrees not to loan, sublet or otherwise dispose of equipment or use it any other location than listed on the face of the contract.

(6) PAYMENT:

a. Customer agrees to pay Lessor upon demand:

1) All rates, charges, taxes, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this rental transaction.

2) Replacement cost for any loss or disappearance of equipment due to theft, conversion or other dishonest acts on the 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 DAYS of the date and time printed under the "TIME AND DATE DUE IN" column on the contract.

b. Credit Card: Customer authorizes that Lessor may bill Customer's credit card at time of reservation or upon receipt of the rented item(s) or upon the return of the item(s).

c. Payment Guarantee: If I have directed Lessor and Lessor has agreed to bill charges to someone else who fails to make payment promptly when due, Customer promises to pay Lessor on demand. If Customer directs charges to be billed to another person, Customer represents that he is authorized to give Lessor such direction. Customer understands that he remains individually responsible for all charges even if Customer directed Lessor to bill another person:

d. Final Audit: CUSTOMER UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Customer authorizes any credits or additional charges to be made and paid by the method used at the time of the reservation, rental or return.

(7) Customer agrees to pay in full replacement cost, including labor, for all damages to rental equipment due to any cause whatsoever.

(8) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

(9) 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.

(10) Unless waived by Customer's initials next to the DAMAGE WAIVER charge on this contract, Customer agrees to pay a damage waiver fee which is a percentage of the rental fee. In exchange for this damage waiver fee, Lessor agrees to modify Paragraph 7 (above) of this contract and relieve Lessee of liability for damage to the rental item(s) on the contract, such as scratches and dents. However, excluded from this waiver is any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to Customer failing to care for the rented item(s) as a prudent man would his own property, such as proper lubrication and tire damage.

## **USED PRODUCT SALES CONTRACT - TERMS AND CONDITIONS**

Lessor hereby sells as used product(s) to the Purchaser, identified by his signature on the reverse side of this contract, the product(s) described on the reverse page of this contract subject to all terms and conditions.

**"AS IS" SALE - WARRANTY DISCLAIMER**

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 Lessor as the Seller, makes NO expressed warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and the LESSOR does NOT make any implied warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE or any other warranties unless the Lessor has so provided in writing and the writing is signed by an authorized representative of the Lessor.

The Buyer further understands that the entire risk as to the quality and performance of the product(s) purchased is with the Buyer and that should the goods prove defective following this purchase, the Buyer and not the Lessor will assume the entire costs of all necessary servicing or repairs. Furthermore, the Buyer agrees to defend, indemnify and hold the Lessor harmless from all claims or liabilities, whether such claims or liabilities concern loss to property (real or personal) or injury to person, at all times following the execution of this contract. The Buyer agrees to pay all court costs and reasonable attorney fees and any other expenses part of its obligation to defend, indemnify and hold harmless the Lessor from all liabilities, claims, losses, and damages which may be asserted against the Lessor by any persons, partnerships, corporations or other entities under this contract or concerning the product(s) sold.

I, the Buyer, hereby acknowledge that I have read all of the above terms and that I understand that it is an "AS IS" sale of used goods.