

TERMS AND CONDITIONS OF RENTAL AGREEMENT

1) RENTAL CHARGES. The renter shall pay rental for the entire Rental Period on each article of equipment listed on the invoice at the rate therein stipulated and in accordance with the following:

a) Daily rental rates shall not be subject to deductions for any non-working time in the day. Equipment can be delivered the prior evening for following day rental. A one-day rental shall be a max of 8 machine hours and 24 day hours. Over time hourly charge will be calculated per machine.

b) Weekly rental rates shall not be subject to deductions for any non-working time in the week. Weekly rentals shall consist of a maximum of 40 hours and 7 days. Overtime hourly rate will be charged per DAY HOUR.

c) Monthly rental rates shall not be subject to deductions for any non-working time in the month. Monthly rentals shall consist of a maximum of 160 hours and 4 weeks equal to 24 working days. Overtime hourly rate will be charged per Day HOUR passed rental.

d) Hours will be determined by the machine hour meter.

2) PAYMENT. The rent for any and every item of equipment described on the invoice shall be the amount therein designated and is payable in advance of rental. Payment shall be in the form of credit card, unless previously approved otherwise.

3) LICENSES, SALES OR USE TAX. The Renter shall pay all license fees, assessments, and sales, use, property and excise, and other taxes or hereafter imposed, and relating to the Renter's use or possession of the equipment.

4) MAINTENANCE AND OPERATION. The Renter shall not remove, alter, disfigure, or cover up any numbering, lettering, or insignia displayed upon the equipment. The Renter shall care for equipment properly, use it within its rated capacity, restrict its use to customer qualified personnel, and prohibit anyone other than authorized personnel to repair equipment. The Renter shall pay for all damage to the rented equipment resulting from improper use, or abuse of the equipment. The Renter shall at his own expense maintain the equipment and its appurtenances in good repair and operative condition and return it in such condition. The Renter shall take care of normal needs of equipment, including checking oil levels and coolant system level at the beginning of each eight-hour shift. The Renter shall supply and add clean fuel as required. The Renter shall contact PRO Rental for any and all needs other than fuel. The Renter shall take all responsibility for any tire damage or flats. PRO Rental will not compensate the Renter for any down time or cost of tire repair or replacement. **The equipment shall be returned reasonably clean or a cleaning charge may apply. The equipment shall be returned full of fuel.** There will be a charge for refilling all equipment more than one gallon. The Renter shall pay the fuel price charged by PRO Rental.

5) INSURANCE. PRO Rental provides no insurance on any rented items. The Renter shall pay for any damage to, or loss of equipment regardless of cause, except reasonable wear and tear, while equipment is in the possession of the renter. **Once the equipment leaves PRO Rental, the Renter is completely responsible for it until PRO Rental picks it up or the Renter returns it the piece of equipment.** The

Renter's call to request pickup does not terminate the Renter's responsibility for maintaining the security of the equipment.

6) INDEMNITY. The Renter shall indemnify PRO Rental against, and hold PRO Rental harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees, arising out of, connected with, or resulting from the equipment or the lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance, or return of the equipment. **The Renter shall further indemnify PRO Rental, and hold PRO Rental harmless from all loss and damage to the equipment during the rental period.** The Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is the Renter's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.

7) LOCATION. The machine will be used at the ship-to location and will not be removed from this location without the consent of PRO Rental. PRO Rental shall have the right to inspect the equipment at the customer's business or place of use and shall have the right to enter the premises for said inspections without further consent. If the renter is in default of any of the terms and conditions of this agreement, PRO Rental shall have the right to enter the Renter's premises where the rented equipment is stored or used at all times and recover the rented equipment.

8) WARRANTY. PRO Rental makes no warranty of any kind regarding the rented equipment.

9) OWNERSHIP. PRO Rental shall at all times retain ownership and title of the equipment. The Renter shall give PRO Rental immediate notice in the event that any of said equipment is levied upon or is about to become liable or is threatened with seizure, and the Renter shall indemnify PRO Rental against all loss and damages caused by such action.

PRO RENTAL will charge a Soft Hold on each rental order which will be REFUNDED upon return of item if there are no damages. Please be advised that PRO RENTAL may refuse rental if this charge does not go thru! This charge will be anywhere from \$150 to \$500

All fueling will be billed to customer at PRO RENTAL'S current rate unless fuel is refilled within 1 gallon of full! Please be advised that fuel must be fresh, clean diesel or gas per machine requirement! Please read entire document before signing as this legal document is subject to change!

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT.