

Mainly Equipment - Rental Contract - Terms and Conditions

- (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) Customer assumes all responsibility for injuries to persons or damages to property caused by said rental equipment, and agrees to hold Lessor harmless for any and all claims, of whatsoever nature, arising out of the use of the rental equipment while in his/her custody.
- (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 right under this contract.
- (5) Customer agrees not to loan, sublet, or otherwise dispose of equipment, or use it at any other location than listed on the face of this contract. Customer agrees that equipment may not cross state lines without express written approval of the Lessor.
- (6) PAYMENT
 - A. Customer agrees to pay Lessor upon demand:
 - (1) All rates, charges, taxes, fuel, delivery, pick up 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 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 with TEN DAYS of the date and time printed under the "AGREED RETURN DATE" column on this contract.
 - B. Credit Card - Customer authorizes that the Lessor may bill the customer's credit card at the time of reservation, or upon receipt of the rented item(s), or upon the return of the items, for any and all fees due, including cleaning, damage, or fuel charges.
 - C. Payment guarantee - If I have directed the Lessor and the Lessor has agreed to bill charges to someone else who fails to make payment promptly when due, Customer agrees to pay Lessor on demand. If Customer directs charges to be billed to another person or entity, Customer represents that he is authorized to give Lessor such direction. Customer understands that he remains individually responsible for any and all charges, even if Customer directed the Lessor to bill said person or entity.
 - D. Final Audit - CUSTOMER UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO A FINAL AUDIT. Customer authorizes any credits and/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) Customer agrees that there is no damage waiver or other type of insurance offered or implied in this rental agreement. Customer understands that he/she is held fully responsible for the care and condition of all equipment while on rent. Customer agrees that they are fully responsible for any and all repairs or replacement costs not covered by their insurance.
- (9) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT.
- (10) RENTAL FEES ARE FOR PORTAL TO PORTAL TIME OUT, NOT FOR TIME USED, INCLUDING ANY PERIOD LESSOR IS CLOSED. OVERDUE RATES FOR EQUIPMENT RENTAL ARE COMPUTED AT THE DISCRETION OF THE LESSOR. A ONE DAY RENTAL RATE FOR EQUIPMENT WITH RUN TIME HOUR METERS CONSISTS OF 8 HOURS OF METERED USE IN A 24 HOUR PERIOD. A PRORATED CHARGE OF NO LESS THAN 10% OF THE DAILY RATE OF THE EQUIPMENT WILL BE APPLIED FOR EVERY HOUR OVER THE ALLOTTED TIME.

USED PRODUCT SALES CONTRACT - TERMS AND CONDITIONS

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

"AS-IS" SALE WARRANTY DISCLAIMER

The buyer hereby acknowledges that the product(s) described in this contract 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.