

RENTAL CONTRACT TERM

1. LEASE. The Rental Charge is due and payable in full prior to the commencement of this Lease unless otherwise agreed in writing by the parties. The standard Rental Charge is based on 24 hours per day, 40 hours per week, or 176 hours per 4-week period. The Rental Charge is earned in advance and due, regardless of actual equipment use, breakdown, downtime, or acts of nature (including without limitation rain, snow, etc.). Equipment damaged during a lease term will be assessed additional Rental Charges for the time required for repair or replacement.

2. TITLE. ER Rentals has sole title to the equipment, and under no circumstances shall title pass to Customer. Customers shall not change or remove any insignia or lettering that is on the Equipment indicating ER Rentals ownership of the equipment. Customers shall keep the Equipment free from all liens and encumbrances.

3. USE AND MAINTENANCE OF EQUIPMENT REPAIRS. Customer agrees to keep the Equipment in good operating condition, and will pay all expenses associated with its use and maintenance and supplies required therefore at Customer's expense. Customer agrees to operate the equipment in the manner for which it is designed to be used. Customers shall not make any modification, alteration, or addition to the Equipment without ER Rental's prior written consent. Customer is solely responsible for all repairs to the Equipment made necessary by Customer's use of the Equipment, or other conduct other than ordinary wear and tear. If the Equipment is returned damaged, ER Rentals reserves the right to charge Customer for all repairs and lost rent resulting from the damage.

4. INSPECTION. Customer acknowledges that it has had an opportunity to inspect the Equipment and finds it suitable for its needs and in good condition. Customer represents and warrants to ER Rentals: (a) that Customer has the knowledge and training necessary to operate the Equipment properly and safely, and (b) that Customer will instruct its employees in proper use of the Equipment.

5. RISK OF LOSS. Customers shall have the entire risk of loss of damage to or destruction of the Equipment from all causes whatsoever during the term of this rental agreement, and thereafter until redelivery to ER Rentals. In the event of loss, damage, or destruction of any item of Equipment, Customer, at its expense and at ER Rentals' option, shall: (a) repair the Equipment, returning it to its previous condition unless damage is beyond repair; (b) pay ER Rentals all unpaid lease charges for the Equipment, and either ER Rentals' cost to repair such item, or the current market value of such item; (c) pay the cost of replacement of the Equipment; or (d) replace the Equipment with a like item acceptable to ER Rentals, in good condition and of equivalent value, which shall become the property of ER Rentals. No loss or damage to equipment shall relieve Customer of its obligations under this rental agreement unless consented to in writing by ER Rentals.

6. INDEMNITY. Customer agrees to defend, indemnify, and hold ER Rentals, its employees, managers, members, agents, successors, and assigns harmless from and against any and all claims of Customer and/or third parties of any types, losses, liabilities, demands, suits, judgments, and causes of action, and any costs or expenses in connection therewith, including reasonable attorney fees and expenses, which may result from or arise in any manner from or related to the delivery (including any delay in or failure of delivery), selection, rental, acceptance or rejection, purchase, ownership, possession, condition, use, operation, maintenance, or repair of any Equipment from the time this rental agreement commences until it is returned to ER Rentals, or which may be attributable to a defect in a unit of Equipment, the material therein used, or the design, manufacture, or testing thereof, regardless of when the defect is discovered, or whether the unit is the possession of the Customer. Customers shall satisfy, pay, and discharge any and all judgments and fines that may be recovered against ER Rentals in any such action or suits. Indemnities and obligations of this paragraph shall continue in full force and effect notwithstanding the termination of the rental agreement.

7. DISCLAIMER OF WARRANTIES. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE APPEARING IN THE AGREEMENT, AND THERE ARE NO OTHER IMPLIED WARRANTIES, EITHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE RENTAL OF THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THE EQUIPMENT IS BEING RENTED "AS IS."

8. INSURANCE. Customer shall at all times keep the Equipment insured for not less than the replacement value of the Equipment at the commencement date of this agreement, and shall further maintain a personal liability insurance policy during the term of this agreement for at least \$100,000 per person and \$100,000 per occurrence for personal injury, and \$100,000 per occurrence for property damage.

9. LATE FEES. Past due rental charge invoices are subject to a late charge of 1.75% per month (21 % per annum).

10. NO ASSIGNMENT. Customers shall not assign or sublease the Equipment. This agreement shall be binding on the parties, their heirs, assigns, and successors.

11. DAMAGES. ER Rentals will not be responsible for incidental, consequential, special, or other damages caused by delay and delivery, breakdown, or mechanical failure of any equipment rented to the Customer.

12. DEFAULT. If Customer shall fail to pay for any rental when due, or if Customer breaches any other provision of this rental agreement, or if customer becomes insolvent, ceases doing business, or if a Customer takes any action leading to voluntary or involuntary bankruptcy proceedings, or makes any assignment for the benefit of creditors, ER Rentals, at its option and in addition to, and without prejudice to any other remedies, may enter on Customer's premises, and without court order or other process of law, take possession of the Equipment without notice to Customer, and ER Rentals may terminate the rental contract. Customers shall pay all court costs, attorney fees, and other expenses involved in collection of the charges for enforcement of this contract.

13. ENTIRE AGREEMENT AND MODIFICATION. This rental agreement contains the entire agreement between the parties, and there are no oral or other statements, proposals, or agreements that are not included in this agreement. This agreement may only be changed in writing signed by both of the parties.

SIGNATURE _____

DATE _____

14. NO WAIVER. No waiver by ER Rentals of any fault on the part of Customer, or any right or remedy, shall constitute a continuing waiver or waiver of any other right or remedy.

15. RENTAL RATES. Rental rates (and sales prices) are FOB Dealer's yard and do not include insurance of any kind. Rates are based on a 24 hour day, 40 hour week and 176 hour month. All charges are based on the time the equipment is out of the Dealer's yard; the rates are not based on the time that the equipment is actually in use.

16. TIME OF RETURN. Customer's right to possession terminates on the expiration of the 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.

17. LATE RETURN. Customer agrees to return the rented equipment during Dealer's regular store hours, upon termination of the rental period. Time is the essence of this contract. If not timely returned, Customer shall pay the applicable rental rate until equipment is returned.

18. DIRTY, DAMAGED, OR LOST EQUIPMENT. Customers agree to pay for any damages to or loss of the equipment as an insurer, regardless of the cause, except reasonable wear and tear, while the equipment is out of the possession of the Dealer. Customer also agrees to pay a reasonable cleaning charge for equipment returned dirty. 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 Fair Market Value when rented. The cost repairs will be borne by Customer, whether performed by Dealer or at Dealer's option, by others Dealer shall charge its normal retail shop rate, plus parts.

19. TIME OF PAYMENT. Accounts are due and payable at the commencement of the rental period. A carrying charge of 1 1/2 % per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.

20. COLLECTION COSTS. Customer agrees to pay all reasonable collection, attorneys and court fees and other expenses involved in the collection of the charges of enforcement of Dealer's rights under this contract.

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

22. WAIVER OF CLAIMS. Customer waives all claims for personal injuries, property damage to the transported goods, loss of time or inconvenience arising out of the use of the rented vehicle or trailer, or any accident or breakdown.

23. ACCIDENT NOTIFICATION. Customers will immediately notify the Dealer in the event of any accident involving the equipment.

24. LOADING AND UNLOADING. Customer is responsible for loading and unloading the equipment. If Dealer's employees assist in loading or unloading the equipment, Customer 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 his employees.

25. TIRE REPAIR OR REPLACEMENT. Customer acknowledges that repair and replacement of tires are not included in the rental rate and agrees to pay for the repair or replacement of any tires returned to the dealer in a damaged condition, regardless of the cause of the damage, reasonable wear and tear expected.

26. FAILURE TO RETURN EQUIPMENT DURING BUSINESS HOURS. In the event the equipment is not returned during Dealer's regular business hours, Customer agrees to pay for any damage to or loss of the equipment occurring between the time of return and the commencement of Dealer's next business day.

27. TERMS AND CONDITIONS

- Rentals are cash in advance.
- A charge will be added for items requiring cleaning upon return.
- You are charged for time until equipment is returned to store and return is verified by validation of a copy of this contract.
- IF THERE ARE ANY QUESTIONS REGARDING THE OPERATION OF THIS EQUIPMENT CALL ER RENTALS AT 264-9384.

28. HOLDING ONTO. The use or retention of this equipment by Customer beyond the terms as above under Rental Rates will extend this Rental Agreement and Customer will be obligated to pay the rent set forth thereunder for any such period in accordance with the Terms of Payment.

29. OPERATION AND EQUIPMENT. Customer agrees to the following: That the equipment will be operated only by competent employees; to pay all costs of operation including daily maintenance and for repairs resulting from mis-use, negligence, or accident; that the equipment will not be operated beyond the manufacturer's rated capacities, nor improperly cared for or abused; To return equipment in the same condition as when received, ordinary wear and tear resulting from normal use expected; to permit Lessor or its representatives to inspect equipment rented hereunder at all reasonable times upon request by lessor. Liability - Customer, agrees to indemnify Lessor for any loss because of damage to or loss of equipment rented hereunder from any cause whatsoever, and any liability arising out of the operation of this equipment or its use while the same is in the possession of Customer. Lessor shall not be liable to Customer for any loss, cost, damage or expenses suffered or incurred by Customer in the operation, maintenance, or use of the equipment, or down-time, or from inability to use or operate it for any reason. Insurance - Customer agrees at its expense, to keep this equipment insured against the hazards of fire, extended coverage, property damage, and public liability at Customer's expense, and to furnish Lessor evidence of such insurance upon request. Title - Lessor represents to Customer that the Lessor is the lawful owner of equipment rented hereunder and has the right to rent said equipment. It is agreed that this agreement is a rental contract only and that the customer does not and will not acquire title by virtue of any term hereof. No rentals paid or owing will be construed as equity of Customer in an equipment rented or not rented.

Customers Name: _____

Business Name: _____

Address: _____

Contact Phone Number: _____

Rental Out Date: _____ Rental Return Date: _____

Equipment Rented: _____

Rental Cost: _____

Number of Days: _____

Total Rental Costs: _____