

TERMS AND CONDITION

1. Inspection. Customer acknowledges that they have had an opportunity to personally inspect the equipment and finds it suitable for their needs and in good condition, and that they understand its proper use. Customer further acknowledges their duty to inspect the equipment prior to use and notify Dealer of any defects.

2. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the equipment becomes unsafe or in disrepair as a result of normal use. Customer agrees to discontinue use and notify Dealer who will replace the equipment with similar equipment in good working order, if available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.

3. WARRANTIES, THERE ARE NO WARRANTIES OR MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED. There is no warranty that the equipment is suited for Customer's intended use, or that it is free from defects. "IN NO EVENT SHALL DEALER BE LIABLE FOR CONSEQUENTIAL DAMAGES."

4. INDEMNITY/ HOLD HARMLESS. Customer will take all necessary precautions regarding the equipment rented, and protect all persons and property from injury or damage. Customer agrees to indemnify, defend and hold harmless center from and against any and all liability, claims, judgments, attorneys' fees and costs, of every kind and nature, including, but not limited, to injuries or death to persons and damage to property, arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the equipment rented, however caused, except claims or litigation arising through the sole negligence or willful misconduct of center.

5. PROHIBITED USES. Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract.

- a. Use for illegal purpose or in illegal manner.
- b. Use when the equipment is in bad repair or is unsafe.
- c. Improper, unintended use or misuse.
- d. Use by anyone other than Customer or their employees, without Dealer's written permission.
- e. Use at any location other than the address furnished to Dealer without Dealer's written permission. (Does not apply to mobile equipment.)

6. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT. Dealer may assign their rights under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may not sublease or loan the equipment without Dealer's written permission. Any purported assignment by Customer is void.

7. TIME OR RETURN. Customer's right to possession terminates on the expiration of the rental period ("Due in" date & time) 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.

8. LATE RETURN. Customer agrees to return the rented goods during Dealer's regular store hours, upon expiration of the rental period ("Due in" date & time). Customer agrees that if the rented goods are held beyond the expiration of the rental period ("Due in" date & time) as designated in the contract, the daily rate as indicated on the contract shall be the agreed contractual rate for the entire period, notwithstanding any lesser periodic rate.

9. DIRTY, DAMAGED OR LOST EQUIPMENT. Customer agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are 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, lost or stolen goods. "Equipment which is lost, stolen or is damaged beyond reasonable cost of repair is the sole and exclusive responsibility of the customer. Such equipment will be paid for by the Customer at the current list price without reduction for depreciation, usage or wear and tear." The cost of repairs will be borne by the Customer, whether performed by the Dealer or, at Dealer's option, by others.

10. TIME OF PAYMENT. Accounts are due and payable at the termination of the rental period. A carrying charge of 2% per month (ANNUAL RATE OF 26.82%) will be charged on all overdue accounts.

11. COLLECTION COSTS. In the event of default by Customer under this agreement, Customer agrees to pay all costs of collection and litigation, including attorney's fees. There will be added to the amount due hereunder minimum attorney's fees of twenty-five percent (25%) of the amount otherwise due. Venue for any legal action shall be in Northumberland County, Pennsylvania.

12. REPOSSESSION. Upon a failure to pay rent or other breach of this contract. Dealer may terminate this contract and take possession of and remove the goods from wherever they are, and Dealer and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.

13. INSPECTION OF TRAILER HITCH. Customer agrees to inspect the trailer coupling mechanism and safety chain before leaving Dealer's premises. Customer also agrees to inspect the equipment periodically (every 100 miles) and to maintain the coupling and chain in a safe and secure condition.

14. DAMAGE TO BUMPERS. Dealer is not liable for damage to Customer's bumper or automobile done by detachable hitches, towbars or other detachable equipment.

15. DAMAGE WAIVER. Damage Waiver Is Not Insurance. You are responsible for any loss of or damage to the Rented Equipment and Items ("Equipment") and for their return in the same condition in which they were received, except for ordinary wear and tear. If You purchase the Damage Waiver, however, we agree to cover the first \$500.00 of the cost of repair or replacement of damaged Equipment. You agree to immediately notify Us of any accident and promptly submit any applicable police reports. If You have insurance, the Damage Waiver becomes secondary, and You agree to exercise all rights available to You under Your insurance coverage and assign all claims and proceeds from Your insurance coverage to us. Notwithstanding the foregoing, Your liability for loss of, or damage to, the Equipment will not be waived in the following circumstances:

1. Any item or part thereof which is not returned, irrespective of the reason, including theft.
2. Reckless, careless or abusive operation or use of the Equipment.
3. Use or operation of the Equipment exceeding its rated capacity.
4. Damage to motors, generators, drills or other tools, electrical appliances or devices caused by use of non-utility generated power, whether or not supplied by Us.
5. Damage to tires, tubes and wheels caused by blowouts, bruises, cuts, punctures or other causes inherent in the use of the Equipment.
6. Damage resulting from failure to perform or pay for all normal periodic and other basic service maintenance, adjustments and lubrication of the Equipment.
7. Loss or damage caused by dishonesty of Your employees, or wrongful conversion by any person whom You allow to possess the Equipment.
8. Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment manufacturer.
9. Damage resulting from vandalism, malicious mischief, or intentional abuse.
10. Damage to any and all accessories, such as air hoses, electric cords, blades, welding cable, liquid fuel tanks and other similar items and accessories.
11. Damage resulting from overturning or striking overhead objects.
12. Damage resulting from use of the Equipment in violation of any terms of this Rental Contract.

16. SEVERABILITY. The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions