

## GENERAL CONDITIONS OF EQUIPMENT LEASE

The conditions of the lease herein below stated, together with the Agreement, constitute a contract between the parties therein named which contract is hereafter referred to as "this Agreement."

- 1) RENTAL PERIOD.** The Rental period shall cover all time consumed in transporting the equipment, including the date of delivery and the date of return. This Rental shall begin on the above date and shall terminate on return of the rented item in a fully working condition to the Lessor. If the equipment has to be repaired to be able to return it in a fully working condition, the equipment will continue to be rented until it is repaired. The Rental period will end only when the equipment has been returned to a fully working condition.
- 2) RENTAL CHARGES.** Lessee shall pay rental for the entire Rental Period on each item of equipment names in the List of Equipment, at the rate set forth herein.
- 3) PAYMENT.** The rent for any and every item of equipment described in the List of Equipment shall be the amount herein designated and is payable in advance or (if advance is not selected) upon the return of the equipment. If the charge is invoiced, it is to be paid within 30 days of invoice date. Any invoice not paid within the 30-day billing will be considered delinquent. Lessee shall pay Lessor interest at them percent (10%) or the highest lawful rate, whichever is greater, on any delinquent payment from the date when such payment was due until paid and on any other sum for breach of this Agreement, from the date of the breach, and expenses of collection or suit, including reasonable attorney fees.
- 4) SECURITY DEPOSIT.** Any security deposit determined by Lessor and set forth in the List of Equipment paid by Lessee to Lessor is paid to guarantee Lessee's full and faithful performance of all terms, conditions, and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be repaid without interest to Lessee at the termination of this Agreement.
- 5) FEES, ASSESSMENTS, AND TAXES PAID BY LESSEE.** Lessee shall pay all license fees, assessments, and sales, use, property and excise, and other taxes imposed and relating to Lessee's use or possession of the equipment.
- 6) RISK OF LOSS OR DAMAGE.** The Lessee assumes all risk of loss or damage to the equipment from any cause and agrees to return it to the Lessor in the conditions received from the Lessor, with the exception of normal wear and tear. The Lessor or their appointed agent will determine normal wear and tear. All determinations made by the Lessor are final. If the equipment is not returned to the Lessor for any reason, Lessee shall pay to the Lessor the Replacement Cost of the equipment. If no Replacement Cost is designated herein, Lessee shall pay the actual cost of replacing the equipment at the time of replacement.
- 7) MAINTENANCE AND OPERATION.** Lessee shall see that the equipment is not subjected to careless, unusual, or needlessly rough usage; and Lessee shall at Lessee's own expense maintain the equipment and its appurtenances in good repair and operative condition and return it in such condition to Lessor in the same condition as received, ordinary and reasonable wear and tear resulting from proper use thereof expected.
- 8) REPAIRS.** The expense of all repairs made during the Rental Period, including labor, material, parts, and other items shall be paid by Lessee.
- 9) CARE AND OPERATIONS OF EQUIPMENT.** The equipment may only be used and operated in a careful and proper manner and at the location set forth herein. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements if any.
- 10) LESSEE LIABILITY.** DURING THE RENTAL PERIOD, LESSEE ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING LESSEE TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE LESSEE IS AT FAULT. After an incident, Lessee shall (a) immediately notify Lessor, the police, if necessary, and Lessee's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Lessor or its agents investigate; (c) immediately submit copies of all police or other third party reports to Lessor; and (d) as applicable, pay Lessor, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged equipment. Accrued rental charges shall not be applied against these amounts. Lessor shall have the immediate right, but not obligation, to reclaim any equipment involved in any incident. "Incident" is defined as any fire, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the equipment.
- 11) NO WARRANTIES.** LESSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGMENTS ACCEPTANCE OR THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST LESSOR. LESSEE ASSUMES ALL RISK ASSOCIATED WITH THE EQUIPMENT AND RELEASES LESSOR FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF LESSOR'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM LESSEE OR THIRD PARTIES, UPON WHICH LESSOR RELIES; PROVIDED HOWEVER, IF LESSEE IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OR INJURIES TO PERSONS SHALL APPLY.
- 12) RELEASE AND INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE INDEMNIFIES, RELEASES, HOLDS LESSOR HARMLESS AND AT LESSOR'S REQUEST, DEFENDS LESSOR (WITH COUNSEL APPROVED BY LESSOR), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY LESSEE OR ANY THIRD PARTY THAT LESSEE IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. LESSEE ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. LESSEE'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Lessee's indemnification obligations under this paragraph shall be joint and several.
- 13) INSURANCE.** During the Rental Period, Lessee shall maintain, at its own expense, the following minimum insurance coverage: (a) for Lessee's using equipment for non-personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Lessee's contractual liabilities herein such as the release and indemnification clause contained in Section 12; (b) for Lessee's using Equipment for non-personal use, property insurance against loss by all risks to the equipment, in an amount at least equal to the FMV thereof; (c) worker's compensation insurance as required by law; (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, as an additional insured (including an additional insured endorsement) and loss payee, and provide for Lessor to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Lessee shall provide Lessor with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Lessor's request. To the extent Lessor carries any insurance, Lessor's insurance will be considered excess insurance. The insurance required herein does not relieve Lessee of its responsibilities, indemnification, or other obligations provided herein, or for which Lessee may be liable by law or otherwise.
- 14) LIMITATION OF LESSOR'S LIABILITY.** IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, LESSEE AGREES THAT LESSOR'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM LESSOR'S OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT OR CONTRIBUTORY NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL; CHARGES PAID BY LESSEE UNDER THIS CONTRACT.
- 15) JURY TRIAL WAIVER.** IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, LESSEE AND LESSOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.
- 16) ASSIGNMENT.** The Lessee shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other than the Lessee or Lessee's employees, without Lessor's prior written consent.
- 17) DEFAULT.** Lessee shall be in default if Lessor deems itself insecure or if Lessee: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment is required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Lessor's demand; or (f) is in default under any other contact with Lessor. If a Lessee default occurs, Lessor shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Lessee shall pay all of Lessor's costs, including reasonable costs of collection, court costs, attorneys, and legal fees, incurred in exercising any of its rights or remedies herein. Lessor shall not be liable due to seizure of equipment by order of government authority. LESSEE WAIVES ANY RIGHT OF ACTION AGAINST LESSOR ENTITIES FOR SUCH REPOSSESSION.
- 18) FORCE MAJEURE.** Lessor shall not be liable or responsible to the Lessee, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Lessor's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargos or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) stickers, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Lessor.
- 19) ENTIRE AGREEMENT AND MODIFICATION.** This contract constitutes the entire agreement between the parties. No modifications or amendment of this contract shall be effective unless in writing and signed by both parties. This contract replaces any and all prior agreements between the parties.
- 20) GOVERNING LAW.** The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of Ohio, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.
- 21) CREDIT CARD AND DEBIT CARD CONSENT.** Lessee acknowledges that in the event Lessee does not pay for rental, any damages or replacement, as the situation deems fit within 30 days, the Lessor has the right to charge Lessee's credit card or debit card on file for that amount
- 22) MISCELLANEOUS.** If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Lessee's rights in and to the equipment are subordinate to all rights, title, and interest of all persons (including Lessor's lenders) who have rights in the equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Lessor to insist upon strict performance on any section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Lessee and the person signing this Contract agree, represent, and warrant that: (a) the person executing is 18 and has full authority to execute, deliver and perform this Contract; and (b) this Contract constitutes a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms.
- 23) U Rent is not responsible for any loading or unloading of trailers and equipment, not responsible for securing any trailers and equipment, not responsible for any damages to personal vehicles.**

A LARGER FONT COPY OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST

**Contract Terms**

**Maintenance / Cleaning Fee:** Customer will be charged \$60.00 per hour for a cleaning fee if the rented equipment is returned without proper cleaning. All equipment will be inspected upon return.

**Damaged / Repairs:** Equipment must be returned in the same condition as it was rented. Customer will be charged \$100.00 per hour for any damages that need to be repaired plus any parts/materials or \$1,000 deductible whichever comes first. Customer is responsible for all damages of hoses, glass, tracks, and tires.

For any rental agreement with a term of one month or longer, the Lessee shall be solely responsible for all maintenance and upkeep of the rented equipment during the rental period. This includes, but is not limited to, oil changes, lubrication, tire inflation, and fluid checks.

**Fuel:** Customer is responsible to fill the equipment back up with fuel. If not, customer will be charged \$8 per gallon.

**Hours:** Equipment is to only have 8 hours of running time. If equipment is ran more than 8 hours you will be charged a Fee per hour.

**Late Fee:** You will be charged an equipment hourly rate.

**Service Call:** Customer will be charged \$100.00 for a service fee if the customer isn't running the equipment properly.

**WE CAN'T HELP YOU IF YOU DON'T GIVE US A CALL.**

I certify that I have read and agree to all terms of this contract.