

RENTAL AGREEMENT CONTRACT

1. Lessee acknowledges receipt of the herein described personal property. Both parties agree that the property was inspected by the Lessor and personally examined by the Lessee at the time of delivery to and accepted by the Lessee and that the property was in good and serviceable condition.
2. Title to the rented property is and at all times shall remain in the Lessor. Only the parties hereto and those other persons whose names are listed on the reverse side, are authorized to use the property and Lessee will not permit the property to be used by any other person or at any other address other than the address designated on the reverse side without the expressed consent of the Lessor.
3. The parties agree that the Lessor is not the manufacturer of said property nor the agent of the manufacturer and that no warranty is given against evident or hidden defects in material, workmanship or capacity.
4. In the event that the rental property becomes unsafe or in a state of disrepair, Lessee agrees to immediately discontinue its use and promptly return it to the Lessor. If the condition is not the fault of the Lessee, the Lessor shall replace it with property of a like kind in good working order.
5. At the termination of this agreement, the Lessee will promptly return the rented property and all its parts and attachments, to the Lessor's place of business. It is to be in the same condition as it was received, ordinary wear and tear excepted. The Lessee agrees to pay for any damage to the property or loss of its parts or attachments, while in his possession or control. Should collection or litigation become necessary to collect damage and or loss, Lessee agrees to pay all collection charges, including reasonable attorney's fees and court cost.
6. Lessor shall not be liable to Lessee for any loss, delay or damage of any kind resulting from defects or inefficiency of the rented property or accidental breakage.
7. Lessee agrees to indemnify and save harmless the Lessor against all loss, damage, expense and penalty arising from any action on account of any injury to person or property occasioned by the operation, handling or transportation of the leased property during the rental period or while the property is in the possession or control of the Lessee.
8. Lessee will give Lessor immediate notice of any levy attempted upon the rental property, or if the property for any cause becomes liable to seizure, and indemnify Lessor against all loss and damages caused by such action, including Lessor's reasonable attorney's fees and expenses.
9. Lessee will not retain the rental property beyond the "Due In" time without prior notice to and the consent of the Lessor. Lessee will pay rental price in advance or with prior agreement with Lessor, immediately upon return of the property. Should collection or litigation become necessary, Lessee agrees to pay all collection charges, including reasonable attorney's fees and court costs.
10. At Lessor's sole discretion, all charges may revert to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not make a refund on any items out over thirty (30) minutes. Lessor may at his sole discretion, report the rental property stolen if held beyond "Due In" date.
11. Lessee waives and releases Lessor from all claims for injuries or damages to Lessee arising out of the use of the rental property by Lessee.
12. If you pay the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, Lessor agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, collision, windstorm, upset and riot. We exclude from this waiver, however, any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or other loss due to your failure to care for the rented item(s) as a prudent man would his own property, such as proper lubrication. In addition, if the item(s) rented is a truck, you are not relieved of liability of accidental damage to the truck container (box) caused by striking a stationary object. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement authorities and furnish us with a copy. In addition, if you have insurance for the loss of damage, you shall exercise, and shall empower us to exercise, all your rights to obtain recovery under insurance, shall cooperate with Lessor to obtain recovery and all insurance proceeds shall be given or assigned to Lessor.
13. Lessee agrees that should any paragraph or provision violate the law and is unenforceable, the rest of the agreement will be valid.