

RENTAL AGREEMENT CONTRACT

1. Title to the rental 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 with out expressed consent of the lessor .

2. The parties agree that the Lessor is not the manufacture of said property not the agent of manufacture and that no warranty is given against evident or hidden defects in material, workmanship or capacity .

3. 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.

4. 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 expected, full of fuel. The lessee agrees to pay for any damage to the property or loss of its parts or attachments and re-filling of fuel tank to full while in his possession or control. Should fuel re-filling, collection or litigation become necessary to collect damage and or loss, Lessee agrees to pay all charges, including reasonable attorney's fees and court cost.

5. 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.

6. 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.

7. 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 damages caused by such action, including Lessor's reasonable attorney's fees and expenses.

8. 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 cost.

9. At Lessor's sole discretion all charges may revert to daily rate if any monthly statement or invoice is not promptly paid. Lessor will not make a refund on any items out over thirty minutes . Lessor may at his sole discretion, report the rental property stolen if held five (5) days beyond "Due in" date.

10. Lessee waives and releases Lessor from all claims for injuries or damages to Lessee or Lessee's property arising out of the use of the rental property by Lessee.

11. Lessee agrees that should any paragraph or provision violate the law and is unenforceable, the rest of the agreement will be valid.

12. **Damage Waiver Terms**

The Damage Waiver is optional and administered internally by Lad's Rentals. IT IS NOT INSURANCE! It is set up to cover the everyday accidental damages that occur to our equipment.

The Damage Waiver carries a cost of 12% and is non refundable .

If the Lessee pays the damage waiver charge as specified, the Lessor agrees to modify the terms of paragraph 4 of this contract and relieves the Lessee of liability for accidental damage to the rented item(s) on this contract to a maximum of \$500 or 50% of the contract value whichever is higher.

This waiver, however, excludes any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or other loss due to failure to care for rented item(s) as a prudent man would his own property.

If the Lessee declines the Damage Waiver then the Lessee agrees to pay for any and all costs incurred by Lad's Rentals to restore the equipment to its original condition at time of rental.