

Precision Equipment Rental Inc. STANDARD RENTAL CONTRACT TERMS AND CONDITIONS

The Lessor, hereby rents to the Lessee, herein named, the personal property herein described, subject to all terms and conditions as outlined below. The Lessee in consideration thereof, acknowledges and agrees as follows:

1. **INSPECTION.** The Lessee acknowledges that he has personally inspected the equipment, finds it suitable for his needs and in good condition, that he understands its proper use and agrees to inspect the equipment prior to use and notify the Lessor of any defects.
2. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If equipment becomes unsafe or in disrepair, Lessee agrees to discontinue use and immediately notify the Lessor who will replace the equipment with similar equipment in good working order if available. The Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise.
3. **WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED.** There is no warranty that the equipment is suited for the Lessee's intended use, or that it is free from defects. **THERE ARE NO WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, WHICH ARE NOT SPECIFICALLY CONTAINED HEREIN. LESSOR HAS MADE NO REPRESENTATIONS TO INDUCE THE LESSEE TO LEASE THE EQUIPMENT.**
4. **HOLD HARMLESS AGREEMENT.** The Lessee agrees to assume the risks of, and hold the Lessor harmless for, property damage and personal injuries caused by the equipment. The Lessee shall indemnify and hold the Lessor harmless from any claims of third parties for loss, injury and damage to their persons and property arising out of the Lessee's possession, use, maintenance or return of equipment, including legal cost incurred in defense of such claims.
5. **PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited and constitutes a breach of contract: 9a) Use for an illegal purpose or in an illegal manner. (b) Improper, unintended uses or misuse. (c) Use by anyone other than the Lessee or his or her employees, without the Lessor's written permission. (d) Use at any location other than the address furnished to the Lessor without the Lessor's written permission.
6. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** The Lessor may assign its right under this contract without the Lessee's consent, but will remain bound by all obligations herein. The Lessee may not sublease or loan the equipment without the Lessor's written permission. Any purported assignment by the Lessee is void.
7. **TIME OF RETURN.** The Lessee's right to possession terminates on expiration of rental period and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract.
8. **RETURN OF EQUIPMENT.** At the termination of this agreement, Lessee shall return all of the equipment to the Lessor's premises during Lessor's regular business hours, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the equipment occurring because it was not returned within the Lessor's regular business hours. If Lessor has agreed to deliver the equipment to Lessee or to pick up the equipment from Lessee, Lessee shall be responsible for all losses or damage to the equipment from the time of delivery to Lessee and until picked up by Lessor.
9. **DAMAGED, DIRTY OR DAMAGED EQUIPMENT.** The Lessee agrees to pay for any damage to or loss of equipment, as an insurer, regardless of causes, except reasonable wear and tear, while the equipment is out of possession of the Lessor. 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 **REPLACEMENT COST** when rented with no deduction for depreciation.
10. **THEFT OF EQUIPMENT.** The Lessee agrees to pay for equipment (at its **REPLACEMENT COST** when rented with no deduction for depreciation) for all types of theft or mysterious disappearance. Damage waiver does not cover theft.
11. **COLLECTION COST.** The Lessee agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of the Lessor's rights under this contract.
12. **REPOSSESSION.** Upon a failure to pay rent or for any other breach of this agreement, and in addition to all other remedies available to the Lessor, all of which being specifically reserved and which are cumulative, Lessor may terminate this agreement and take possession of and remove the equipment from wherever it is, and the Lessor and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.
13. **LOADING AND UNLOADING EQUIPMENT.** If the Lessee's employees assist in the loading or unloading the equipment, the Lessee agrees to assume the risk of, and hold the Lessor harmless for, any property damage or personal injuries, including damage or injuries attributable to the negligence of the Lessor and its employees.
14. **THEFT.** That the Lessor of its own discretion may report as stolen all personal property not returned within the date listed in the "Date and time due in" section of the contract or if conditions and circumstances indicate theft before that time.
15. **WAIVER OF CLAIMS.** The Lessee waives all claims for personal injury, property damage, loss of time of inconvenience arising out of the use of the equipment, or any breakdown.
16. **ACCIDENT NOTIFICATION.** The Lessee will immediately notify the Lessor in the event of any accident.
17. **OVERDUE ACCOUNTS.** Accounts are due and payable upon the due date of each rental payment. An account shall be deemed overdue if not paid on the due date and service charge shall be assessed against such account.
18. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of BRIAN E. BOESE/Precision Equipment Rental Inc. to insist upon strict performance by customer as regards to any provision of this agreement shall not be interpreted as a waiver of BRIAN E. BOESE'S Precision Equipment Rental Inc. right to demand strict compliance with all other provisions of this agreement against customer or any other person. The provisions of this agreement shall be severable so the unenforceability, invalidity or waiver of any provision shall not affect any other provision.
19. **DAMAGE WAIVER CLAUSE.** Damage waiver covers damage to rental equipment but only when the rental equipment is in use by the operator for the purposes for which the equipment is rented. **DAMAGE WAIVER DOES NOT INCLUDE THEFT, MYSTERIOUS DISAPPEARANCE, VANDALISM, CONVERSION, OVERLOADING, EXCEEDING RATED CAPACITY, MISUSE, ABUSE, NEGLIGENT OPERATION, IMPROPER SERVICING, DAMAGES INCURRED IN TRANSPORTATION TO AND FROM THE JOB SITE. DAMAGE WAIVER DOES NOT INCLUDE FLAT TIRES. DAMAGE WAIVER DOES NOT INCLUDE USE OR OPERATION OF RENTED EQUIPMENT IN VIOLATION OF THE RENTAL AGREEMENT, CONSTRUCTION SAFETY ACTS OR NATIONAL BUILDING CODE. THE CUSTOMER IS CONSIDERED TOTALLY RESPONSIBLE FOR ALL CHARGES INCURRED DUE TO ANY OF THE ABOVE CIRCUMSTANCES.**
20. **INSURANCE.** Lessee must maintain at Lessee's own expense, fire and public liability and property insurance required to indemnify the Lessor against damage to property or persons and the loss of equipment at the replacement value of the equipment. The insurance must be kept in effect from the time the equipment is shipped by the Lessor until it is returned to the Lessor or delivered to another Lessee by the Lessor.