



EQUIPMENT RENTAL TERMS OF AGREEMENT

Lessee acknowledges receipt of the described personal property. The parties agree that the property was inspected by Lessor and personally examined by Lessee at the time of delivery to and acceptance by Lessee and that the property was in good and serviceable condition.

Title to the rental property is, and at all times shall remain, with Lessor. Only the parties hereto and such other persons whose names are endorsed hereon are authorized to use said property, and Lessee will not permit said property to be used by any other person or at any address other than the place designated hereon without the express consent of Lessor.

Parties agree that Lessor is neither the manufacturer of said property nor the agent of the manufacturer and that no warranty against patent or latent defects in material, workmanship, or capacity is given.

Lessee agrees that in the event the property becomes unsafe or in a state of disrepair, Lessee will immediately discontinue use thereof and promptly return it to Lessor. Upon receiving such property, if its condition is not the fault of Lessee, Lessor agrees to replace such property with property of like kind or to refund pro-rated applicable charges if like kind property is not available.

Upon termination of this agreement, Lessee will promptly return the rented property and all attachments and parts to Lessor at Lessor's place of business, in the same condition in which such property was received, ordinary wear and tear excepted, and agrees to pay for any damage to or loss of such property while in the possession or control of Lessee. Lessee agrees that Lessor has the right to bill to Lessee's means of payment at time of this contract for any and all cost to restore property to its prior condition, ordinary wear and tear excepted, or to replace property if not returned. Lessee agrees to pay Lessor's legal fees in the event that they are incurred.

Lessee agrees to indemnify and hold harmless Lessor against all loss, damage or time-loss expense, penalty, or injury to person or property associated with the operation, handling or transportation of contracted property during the contract period or while property is in the possession or control of Lessee.

Lessee will give Lessor immediate notice of any levy attempted upon said property or if said property from any cause becomes liable to seizure, and to indemnify Lessor against all loss and damages caused by any such action, including Lessor's reasonable legal fees and expenses.

Lessee will not retain leased property beyond the initial contract period without prior notice to and approval by Lessor. Lessee will pay all rental costs prior taking possession of property or upon return of property, depending on account status. Lessee agrees to pay any and all collection fees, should they become necessary.

Lessor may, at Lessor's sole discretion, report property as stolen if held five (5) days beyond the original contract term. Lessor may, at lessor's sole discretion, convert all charges to the daily rate if charges are not paid according to payment agreement.