

RENTAL AGREEMENT TERMS AND CONDITIONS

1. SEVERABILITY

If any provision of this Rental Agreement is held invalid or unenforceable, all remaining provisions shall remain in full force and effect.

2. PURCHASE ORDERS

Purchase orders may be used for convenience but do not alter the terms of this Rental Agreement. Any pre-printed terms on purchase orders will not apply.

3. RELEASE AND INDEMNITY

Lessee assumes full responsibility for the operation and use of rented equipment. Lessee agrees to indemnify and hold Lessor harmless from all claims, damages, or expenses arising from possession, use, or misuse of the equipment, including attorney fees and court costs.

4. WARRANTIES

There are no warranties, express or implied, of merchantability or fitness for any particular purpose. The rented equipment is provided as is. Lessee agrees that no other warranties apply beyond those expressly stated in this Agreement.

5. TIME OF RETURN

Lessee must return all rented equipment to the designated location by the due date and time listed on the front of the agreement. Equipment returned after the due time is subject to additional rental charges.

6. LATE RETURNS

If equipment is returned late, Lessor may charge for each additional rental period or portion thereof, plus any other applicable expenses or damages.

7. DAMAGED, LOST, OR DIRTY EQUIPMENT

Lessee is responsible for the full replacement value of lost or stolen equipment and for repair costs of damaged items. Returned equipment must be clean and in good condition; cleaning fees may apply.

8. DAMAGE WAIVER

Lessee may purchase an optional damage waiver for an additional fee. This waiver covers accidental damage to rented property but does not cover:

- Theft or loss of the equipment
- Damage from misuse or neglect
- Damage caused by unauthorized operators

9. ASSIGNMENTS, SUBLEASES, AND LOANS

Lessee shall not assign, sublease, or lend the rented equipment without prior written consent from Lessor.

10. ADDITIONAL CHARGES

Additional charges may apply for:

- Delivery or pickup
- Cleaning or refueling equipment
- Repairs for damage or excessive wear
- Labor or handling time
- Overtime or weekend service

11. DELIVERY AND PICKUP

Delivery and pickup charges are not included unless specifically stated. Lessee is responsible for ensuring access for delivery and removal of equipment.

12. USE OF EQUIPMENT

Lessee agrees to use rented equipment only for its intended purpose and in a safe, lawful manner. Use by untrained or unauthorized persons is prohibited.

13. INSURANCE

Lessee is responsible for maintaining liability and property insurance covering loss or damage to rented equipment.

14. SITE PREPARATION

Lessee shall prepare the site for delivery and installation and provide safe conditions for Lessor's personnel to work.

15. SUBSURFACE CONDITIONS

Lessee is responsible for any costs resulting from undisclosed or hazardous subsurface conditions.

16. HOLD HARMLESS AGREEMENT

Lessee agrees to hold Lessor harmless from all claims, losses, or damages arising from the possession or use of rented equipment, except for those caused by Lessor's sole negligence.

17. SIZE AND QUALITY OF RENTED PROPERTY

Lessee acknowledges that rented items are of satisfactory quality and suitable for their intended use.

18. LIGHTING AND POWER

Lessee is responsible for providing adequate lighting and power to operate rented equipment safely.

19. REPOSSESSION

If Lessee fails to comply with payment terms or any other condition of this Agreement, Lessor may repossess the rented equipment without notice.

20. DISCLAIMER AND MANUFACTURER'S WARRANTY

Lessor is not the manufacturer and provides no warranties on manufacturer defects.

21. SECURITY DEPOSIT

Security deposits may be applied to damages, loss, or unpaid charges. Refunds will be issued after inspection and reconciliation of all charges.