

OAK GROVE RENTAL – TERMS & CONDITIONS

1. DEFINITIONS. The following terms have the meanings appearing beside each: (a) "Actual Time In" means physical return of all Rented Items to Our premises and acceptance by one of Our representatives; (b) "Contract" and "Rental Contract" mean this Rental Agreement; (c) "Customer," "You" and "Your" mean the "Customer" or "Lessee" identified on Page 1; (d) "Out" means the amount of time elapsed between the Time Out and the Actual Time In; (e) "Page 1" means the first page or "face" of this Contract; (f) "Periodic Rental Rate" means the basic rental We charge for each Rented Item during each Rental Period; (g) "Rental Company," "We," "Us," "Our," "Dealer," "Lessor" and "Rental Center" mean the Rental Company identified on Page 1; (h) "Rent" means the Periodic Rental Rate, plus all other fees and charges accruing under this Contract; (i) "Rental Period" means each interval (e.g., hour, day, week, month) for which Rent is charged; (j) "Rented Items" and "Equipment" mean the items being rented to You; (k) "Site" means the location given as the "Delivery," "Ship To" or "Job" address on Page 1; (l) "Term" means the period from the Time Out to the date and time the Equipment is "Due In" as specified on Page 1, subject to Our right of early termination. Unless otherwise specified herein, the Term will be deemed to be one (1) day (24 consecutive hours), commencing on the Time Out; and (m) "Time Out" means the date and time when the Rented Item(s) leave(s) Our premises. Other capitalized terms used but not defined will have the meanings assigned on Page 1.

2. INSPECTION. Customer acknowledges that he has had an opportunity to personally inspect the equipment, and finds it suitable for his needs and in good condition, and that he understands its proper use. Customer further acknowledges his duty to inspect the equipment prior to use and notify Dealer of any defects.

3. EQUIPMENT FAILURE. In the event any of the Equipment fails to start, breaks, becomes unsafe or is in need of maintenance or repair, You agree to immediately discontinue use, notify Us, and if directed to do so, return the Equipment to Us. You further agree not to repair or have anyone else repair any Equipment, unless specifically directed to do so by the Rental Center. Failure to timely notify us will result in Your being charges for all Time Out. Dealer is not responsible for any incidental or consequential damages.

4. WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED. There is no warranty that the equipment is suited for Customer's intended use, or that it is free from defects.

5. TITLE AND OWNERSHIP. The items rented shall at all times be and remain the sole and exclusive property of Rental Center. Customer shall have only the rights to use the rental items in accordance with the terms of this agreement. Rental Center shall have the right to display notice of its ownership of the rental items by display of an identifying stencil, plate or other marking, and Customer agrees that it will not remove or cover such markings without the written permission of Rental Center. It is expressly intended and agreed that the rental items shall be personal property even though it may be affixed or attached to real estate. The rental items shall not be removed from the place of delivery or installation without the expressed written permission of Rental Center.

6. HOLD HARMLESS/INDEMNITY. You assume all risks associated with the possession, use, transportation and storage of the Equipment. ACCORDINGLY, YOU HEREBY WAIVE ANY AND ALL LIENS AND CLAIMS ARISING FROM OR ASSOCIATED WITH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RENTAL COMPANY FROM AND AGAINST, ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, CLAIMS FOR BODILY INJURY(IES) (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF TIME AND/OR INCONVENIENCE) RESULTING FROM OR ARISING IN CONNECTION WITH SUCH POSSESSION, USE, TRANSPORTATION AND/OR STORAGE, REGARDLESS OF THE CAUSE AND INCLUDING ANY INJURIES AND/OR DAMAGES SUFFERED BY YOU, YOUR EMPLOYEES AND/OR ANY THIRD PARTY(IES), EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM OUR INTENTIONAL MISCONDUCT.

7. ASSUMPTION OF RISK. You acknowledge that the possession, use, transportation and/or storage of

7. ASSUMPTION OF RISK. You acknowledge that the possession, use, transportation and/or storage of the Equipment may give rise to the risk of personal injury and/or property damage. YOU VOLUNTARILY ASSUME ALL SUCH RISK AND RELEASE AND DISCHARGE US AND THE EQUIPMENT FROM ANY AND ALL LIENS, LIABILITIES AND CLAIMS ARISING IN CONNECTION WITH THE SAME, INCLUDING WITHOUT LIMITATION, ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH OUR NEGLIGENCE (OTHER THAN OUR INTENTIONAL MISCONDUCT).

8. PROHIBITED USES. Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract. (a) Use for illegal purpose or in illegal manner. (b) Use when the equipment is in bad repair or is unsafe. (c) Improper, unintended use or misuse. (d) Use by anyone other than Customer or his employees, without Dealer's written permission. (e) Use at any location other than the address furnished Dealer without Dealer's written permission. (Does not apply to mobile equipment.)

9. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT. Dealer may assign his rights under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may not sublease or loan the equipment without Dealer's written permission. Any purported assignment by Customer is void.

10. RETAKING OF EQUIPMENT. If any Equipment is not returned to Us upon Your default, the expiration or termination of the Term, or if in Our view, it shall become necessary for Us to retake the Equipment to protect it from loss or damage, We shall be entitled, at Our option, to immediately and WITHOUT NOTICE, retake possession and control of, immobilize and/or render inoperable, any or all such Equipment without interference from You and WITHOUT PROCESS OF LAW. In the event We elect to do so, You agree (a) to provide Us with immediate access to each premises where the Equipment or any portion thereof may be located; (b) to gather and make the Equipment available for retrieval by Us; (c) to render such other assistance as We may deem necessary, and (d) that neither We nor Our agents will be liable for property damage, trespass, forcible entry, unlawful detainer or other similar transgression. You hereby irrevocably appoint Us as Your attorney-in-fact, which appointment is coupled with an interest, for the purpose of taking such actions and executing such documents as We may deem appropriate, in order to effect the foregoing remedies (or any of them). You, for Yourself and for Your heirs, administrators, representatives, employees, agents, successors and assigns, hereby waive, and agree to indemnify, defend and hold harmless the Rental Company, its owners, shareholders, members, managers, officers, directors, employees and agents from and against, any and all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees, freight, storage, labor, packing and shipping) arising from or associated with such retaking.

11. TIME OF RETURN. Customer's right to possession terminates on the expiration of the rental period ("Due In" date & time) and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon & documented.

12. LATE RETURN. Customer agrees to return the rented goods during Dealer's regular store hours, upon expiration of the rental period ("Due In" date & time). Customer agrees that if the rented goods are held beyond the expiration of the rental period ("Due In" date & time) as designated in the contract, the daily rate as indicated on the contract shall be the agreed contractual rate for the entire period, notwithstanding any lesser periodic rate.

13. INSURANCE. If any of the Equipment is to be used for a commercial purpose or is otherwise designated as "Customer Insured" on Page 1, You agree to maintain (a) property damage and casualty insurance on an "all risks" basis for the full replacement cost of the Equipment (including without limitation, all risks of loss or damage covered by the standard extended coverage endorsement) with such deductibles, if any, as may be acceptable to Us in our sole discretion; and (b) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence. Such insurance shall cover all operations and contractual obligations, as well as any and all damage or liability arising in connection with the handling, transportation, maintenance, operation, use or possession of the Equipment during the Term, and shall name Us as an additional insured and loss payee on a "closed clause" basis. All such insurance shall be primary, without any self-insured retention, and shall waive subrogation against Us. You agree to provide to Us copies of the proper endorsements for the above coverages specifying that they will not be cancelled during the Term. Any insurance We carry will be deemed to be in excess of Your insurance

14. INTEGRATION. This Contract represents the complete and final agreement between You and Us. There are no oral or other representations, warranties or agreements not included in this Contract. You acknowledge that this Contract may be amended, as mutually agreed upon & documented.

15. DAMAGED, DIRTY, OR LOST EQUIPMENT. Customer agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of the Dealer. 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, lost or stolen goods. Equipment lost, stolen or damaged beyond repair will be paid for at its current list price. The cost of repairs will be borne by the Customer, whether performed by the Dealer, or, at Dealer's option, by others. Rental rates will continue to accrue until all invoices for damages, repairs or replacement are paid in full.

16. TIME OF PAYMENT. Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.

17. COLLECTION COSTS. Customer agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.

18. INSPECTION OF TRAILER HITCH. Customer agrees to inspect the trailer coupling mechanism and safety chain before leaving Dealer's premises. Customer also agrees to inspect the equipment periodically (every 100 miles) and to maintain the coupling and chain in a safe and secure condition.

19. DAMAGES. You are responsible for any loss of or damage to the Rented Equipment and Items ("Equipment") and for their return in the same condition in which they were received, except for ordinary wear and tear. You agree to immediately notify Us of any accident and promptly submit any applicable police reports. If You have insurance, You agree to exercise all rights available to You under Your insurance coverage and assign all claims and proceeds from Your insurance coverage to us. Notwithstanding the foregoing, Your liability for loss of, or damage to, the Equipment will not be waived in the following circumstances: (1) Any Item or part thereof which is not returned, irrespective of the reason, including theft. (2) Reckless, careless or abusive operation or use of the Equipment. (3) Use or operation of the Equipment exceeding its rated capacity. (4) Damage to motors, generators, drills or other tools, electrical appliances or devices caused by use of non-utility generated power, whether or not supplied by Us. (5) Damage to tires, tubes and wheels caused by blowout, bruises, cuts, punctures or other causes inherent in the use of the Equipment. (6) Damage resulting from failure to perform or pay for all normal periodic and other basic service maintenance, adjustments and lubrication of the Equipment. (7) Loss or damage caused by dishonesty of Your employees, or wrongful conversion by any person whom You allow to possess the Equipment. (8) Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment manufacturer. (9) Damage resulting from vandalism, malicious mischief, or intentional abuse. (10) Damage to any and all accessories, such as air hoses, electric cords, blades, welding cable, liquid fuel tanks and other similar items and accessories. (11) Damage resulting from overturning or striking overhead objects. (12) Damage resulting from use of the Equipment in violation of any terms of this Rental Contract.

20. SEVERABILITY. The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

21. LOADING AND UNLOADING EQUIPMENT. Customer is responsible for loading and unloading equipment. If Dealer's employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold Dealer and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Dealer.

22. PROPERTY DAMAGE. Not responsible for damage to driveways, lawns, sprinkler systems, gardens, septic tanks, drainfields and/or flower beds as result of on the job deliveries.

23. CHARGES. The Customer shall pay all charges required under this Agreement upon demand. The Customer agrees that mileage and time charges on the front side of this Agreement are minimum charges

23. CHARGES. The Customer shall pay all charges required under this Agreement upon demand. The Customer agrees that mileage and time charges on the front side of this Agreement are minimum charges only and that no refund or reimbursement is due Customer in the event that fewer days and/or miles are actually used. Rental Center is not required to pro-rate or discount any rates or fees from the standard Term. Customer agrees to pay all charges incurred, including charges for additional rental time, delivery, usage & equipment damage.

24. DELIVERY/PICK UP. Delivery is made to closest point truck can park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Our service does not include set up and knock down of tables and chairs. If this service is required, arrangements should be made prior to delivery/pick up with a special charge quoted. If no arrangements are made and this service is desired on delivery/pick up, our driver must call for authorization and an additional fee will be incurred.

25. SAFETY INSTRUCTIONS. You acknowledge that You have received, carefully reviewed and are satisfied with, the training, instructions, operating and user manuals, and other information (including all training required under applicable OSHA and/or ANSI Standards, if any) regarding the proper and safe transportation, use, maintenance, repair and storage of the Equipment ("Instructions") provided by the Equipment's original manufacturer ("OEM") and/or Our employees. You will fully comply with, and will cause Your employees and agents to read and fully comply with all such Instructions. If You discover difference(s) between any Information provided by Us and that provided by the OEM, You agree to follow the OEM's Instructions. You will use the Equipment only for the purpose for which it was manufactured, in a reasonable and safe manner, and in full compliance with all applicable federal, state and local laws, rules and regulations. **USE OF THE EQUIPMENT FOR ANY PURPOSE OR IN ANY MANNER OTHER THAN AS SPECIFIED ABOVE, OR CONTINUED USE OF EQUIPMENT THAT IS DEFECTIVE, DAMAGED OR MALFUNCTIONING, MAY RESULT IN INJURY TO PERSONS OR PROPERTY, OR DEATH.** Accordingly, You agree to immediately discontinue use of the Equipment if it is found to be defective, in need of repair or maintenance, or otherwise not properly functioning (an "Equipment Failure").

26. LEGAL FEES. In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.

27. OUR MAXIMUM LIABILITY UNDER OR IN CONNECTION OF THIS CONTRACT IS LIMITED TO THE RENT ACTUALLY PAID BY YOU.

28. APPLICABLE LAW/VENUE. This Contract will be governed in all respects by the laws of the state in which Our office (from which You rented or purchased the Equipment or merchandise) is located. You agree to the personal jurisdiction of the state and federal courts of appropriate subject matter jurisdiction in that state and hereby waive all claims that such courts lie in an inconvenient forum.

29. TAXES AND FEES. You will also be responsible for paying all taxes, fees, environmental charges, and governmental assessments, including without limitation, sales and use taxes, applicable to the rental of the Equipment.

30. AGENCY DISCLAIMER. You acknowledge that We are neither the manufacturer nor the agent of the manufacturer of the Equipment.

31. SIGNATURES. This Contract may be signed in multiple counterparts, each of which will be deemed valid and enforceable, so long as they are identical (if not, the version signed by the Rental Company (us) will control). For this purpose, facsimile and electronic signatures will be deemed the equivalents of originals.

32. CREDIT AND DEBIT CARD AUTHORIZATION. Subject to such limitations as may be set forth in applicable law, You irrevocably and unconditionally authorize Us to immediately submit for payment on the credit card (if any) You have provided Us all estimated, current & future charges (including for any equipment rental, sales, repairs, usage & delivery charges) due under this Contract, and You agree to indemnify, defend and hold harmless the Rental Company with respect to the same.

**CUSTOMER IS RESPONSIBLE FOR ALL TIRES, FUEL
AND PROPER ELECTRIC CURRENT.**