

# TERMS AND CONDITIONS

**01.** ALL TRANSPORTATION CHARGES FROM POINT OF DELIVERY TO DESTINATION AND RETURN CHARGES TO POINT OF DELIVERY, OR EQUAL FREIGHT OR TRUCKING DISTANCE ELSEWHERE IF SO DIRECTED, ARE TO BE PAID BY CUSTOMER.

**02.** IT IS UNDERSTOOD THAT THE LESSOR (RENT-IT) IS NOT THE MANUFACTURER OF THE EQUIPMENT HEREIN LEASED, NOR THE AGENT OF SAID MANUFACTURER AND THAT NO WARRANTY AGAINST PATENT OF LATENT DEFECTS IN MATERIAL, WORKMANSHIP, OR CAPACITY IS GIVEN, NOR THAT SAID EQUIPMENT WILL MEET THE REQUIREMENTS OF ANY LAW, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC MACHINERY OR APPARATUS OR SPECIAL METHODS, OTHER THAN THAT OF ORIGINAL MANUFACTURER OF SAID EQUIPMENT AND AS SET FORTH IN SAID MANUFACTURER'S CATALOG AND REPRESENTATIONS WHEREIN SAID MACHINERY AND EQUIPMENT IS LISTED AND DESCRIBED.

**03.** THE LESSOR SHALL USE REASONABLE CARE TO SEE THAT THE EQUIPMENT IS IN PROPER WORKING CONDITION BEFORE SHIPMENT TO LESSEE (CUSTOMER) OR LESSOR PICKUP. IT IS NOT TO BE ACTUALLY OPERATED OR TESTED UNLESS SUCH OPERATION OR TEST IS DEEMED NECESSARY BY LESSOR OR UNLESS LESSEE SHALL REQUEST SUCH OPERATION OR TEST IN WRITING, IN WHICH EVENT THE LESSEE WILL BE NOTIFIED OF THE TIME AND PLACE OF SAID OPERATION AND TEST AND SHALL BE PERMITTED TO BE PRESENT THEREOF. IF, HAVING REQUESTED IT, LESSEE FAILS TO BE PRESENT AT THE TIME OF OPERATION AND TEST, LESSEE AGREES THAT SAID EQUIPMENT AS TURNED OUT IS IN PROPER OPERATING CONDITION.

**04.** THE RECEIPT AND ACCEPTANCE BY THE CUSTOMER OF SAID EQUIPMENT SHALL CONSTITUTE ACKNOWLEDGEMENT THAT SAID PROPERTY HAS BEEN ACCEPTED AND FOUND IN GOOD, SAFE, AND SERVICEABLE CONDITION, AND FIT FOR USE, UNLESS THE CUSTOMER MAKES WRITTEN CLAIM TO THE CONTRARY TO RENT IT TO BE HAND DELIVERED OR DELIVERED BY REGISTERED MAIL. THE COMPLAINT AS MADE SHALL SET FORTH IN DETAIL ITS COMPLETE NATURE. CUSTOMER SHALL NOT USE EQUIPMENT IF CLAIM HAS BEEN MADE WITH REGARDS TO EQUIPMENT BEING IN GOOD, SAFE AND SERVICEABLE CONDITION.

**05.** IN THE EVENT OF NOTICE TO THE LESSOR BY THE LESSEE THAT THE EQUIPMENT IS NOT IN GOOD, SAFE AND SERVICEABLE CONDITION AND FIT FOR USE UPON ITS ARRIVAL, THE LESSOR SHALL HAVE THE RIGHT TO PUT SAID EQUIPMENT IN GOOD, SAFE AND SERVICEABLE CONDITION AND FIT FOR USE WITHIN A REASONABLE TIME, OR TO CANCEL THIS LEASE.

**06.** SHOULD ANY OF THE PROVISIONS OF THIS LEASE BE VIOLATED BY THE LESSEE THE RENTAL FOR THE ENTIRE PERIOD HEREIN SPECIFIED, SHALL BECOME FORTHWITH DUE AND PAYABLE, AND THE LESSOR, OR ITS AGENTS MAY, WITHOUT NOTICE, ENTER THE PREMISES OCCUPIED BY LESSEE WITHOUT BEING A TRESPASSER THEREON AND TAKE POSSESSION OF AND REMOVE SAID EQUIPMENT WITH OR WITHOUT PROVESS OF LAW. IN THE EVENT ANY ACTION AS HEREINBEFORE SET FORTH BECOMES NECESSARY THE LESSEE AGREES TO PAY, IN ADDITION TO OTHER CHARGES HEREIN SPECIFIED, ALL COSTS OF REMOVAL OF SAID MACHINERY FROM THE POSSESSION OF THE LESSEE AND ALL FREIGHT, DEMURRAGE, STORAGE, LABOR OR OTHER CHARGES ON OR AGAINST SAID PROPERTY INCURRED DURING OR BY THE REMOVAL, SHIPPING, AND RETURN TO THE POSSESSION OF THE LESSOR AT HIS DESIGNATED RECEIVING POINT, OR EQUIVALENT POINT DESIGNATED BY THE LESSOR.

**07.** FROM TIME TO TIME, RENT IT MAY SEND A SUBSTITUTE UNIT OR CUSTOMER MAY REQUEST A SUBSTITUTE OR ADDITIONAL UNIT. CUSTOMER AGREES THAT ALL TERMS AND CONDITIONS WILL APPLY TO SUBSTITUTE AND ADDITIONAL EQUIPMENT.

**08.** THE CUSTOMER'S INSPECTION, A REQUISITE TO ANY RENTAL OF EQUIPMENT PROVIDED FOR HEREIN, AND THE FOLLOWING ACCEPTANCE OF SUCH EQUIPMENT SHALL CONSTITUTE A WAIVER OF ANY AND ALL CLAIMS OF WHATSOEVER CHARACTER OR NATURE FOR ANY DAMAGES ALLEGEDLY CAUSED BY ANY DEFECTS THEREIN, OR IN THE LACK OF PROTECTIVE OR OTHER DESIRABLE OR REQUISITE ACCESSORIES.

**09.** THE CUSTOMER, IN THE EVENT RENT IT SHALL PROVIDE AND FURNISH AN OPERATOR OR OPERATORS OF ANY LEASED EQUIPMENT, HEREBY AGREES THAT SUCH OPERATOR OR OPERATORS SHALL BECOME AND BE DEEMED AN EMPLOYEE OR EMPLOYEES OF SAID CUSTOMER AND SUCH OPERATOR OR OPERATORS SHALL BE UNDER THE CONTROL, SUPERVISION, AND DIRECTION OF SAID CUSTOMER AND SAID CUSTOMER FURTHER ASSUMES ALL RESPONSIBILITY FOR THE SERVICES AND ACTIVITIES OF SUCH EMPLOYEE AND EMPLOYEES WITH THE SAME FORCE AND EFFECT WERE THEY REGULAR EMPLOYEES OF THE CUSTOMER AND SHALL IN ANY EVENT SAVE RENT IT HARMLESS FROM ANY CLAIM OR CLAIMS OF WHATSOEVER NATURE INVOLVING SUCH EMPLOYMENT OTHER THAN THE PAYMENT OF WAGES OF SUCH EMPLOYEES OR EMPLOYEES TO BE ASSUMED BY RENT IT.

**10.** CUSTOMER AGREES TO REIMBURSE RENT-IT FOR ALL ATTORNEYS FEES, COURT COSTS AND EXPENSES INCURRED BY RENT-IT TO ENFORCE COLLECTION OR TO PRESERVE OR ENFORCE RENT-IT'S RIGHTS UNDER THIS CONTRACT.

**11.** CUSTOMER AGREES NOT TO LOAN, SUBLET OR OTHERWISE DISPOSE OF EQUIPMENT OR USE IT AT ANY OTHER LOCATION THAN LISTED ON THE FACE OF THIS CONTRACT.

**12.** PAYMENT

A. CUSTOMER AGREES TO PAY RENT-IT OR UPON DEMAND:

1. ALL RATES, CHARGES, TAXES, FUEL, DELIVERY, PICKUP AND RESERVATION CANCELLATION FEES AND ALL OTHER AMOUNTS INCURRED AS A RESULT OF THIS RENTAL TRANSACTION.

2. REPLACEMENT COST FOR ANY LOSS, DISAPPEARANCE, OR DAMAGE OF EQUIPMENT DUE TO THEFT, CONVERSION, VANDALISM OR ANY OTHER OCCURRENCE DURING THE RENTAL (FROM THE TIME EQUIPMENT IS DROPPED OFF UNTIL THE TIME EQUIPMENT IS PICKED UP IF RENT IS DELIVERING) RENT-IT RESERVES THE RIGHT TO CONSIDER THE PROPERTY LOST, STOLEN OR CONVERTED IF NOT RETURNED WITHIN 10 DAYS OF THE DATE AND TIME PRINTED UNDER THE "TIME AND DATE DUE IN" COLUMN ON THE CONTRACT.

B. CREDIT CARD --- CUSTOMER AUTHORIZES THAT RENT-IT MAY PROCESS CUSTOMER'S CREDIT CARD, IF ANY IN CUSTOMER'S NAME, INCLUDING AT THE TIME OF RESERVATION OR UPON RECEIPT OF THE RENTED ITEM(S) OR ANYTIME UPON/AFTER THE RETURN OF THE ITEM(S) OR UPON/AFTER FINAL AUDIT OR FINAL ESTIMATE OF DAMAGES.

C. PAYMENT GUARANTY --- IF I HAVE DIRECTED RENT-IT AND RENT-IT HAS AGREED TO BILL CHARGES TO SOMEONE ELSE WHO FAILS TO MAKE PAYMENT PROMPTLY WHEN DUE, CUSTOMER PROMISES TO PAY RENT-IT ON DEMAND. IF CUSTOMER DIRECTS CHARGES TO BE BILLED TO ANOTHER PERSON, CUSTOMER REPRESENTS THAT HE OR SHE IS AUTHORIZED TO GIVE RENT-IT SUCH DIRECTION. CUSTOMER UNDERSTANDS THAT HE OR SHE REMAINS INDIVIDUALLY RESPONSIBLE FOR ALL CHARGES EVEN IF CUSTOMER DIRECTED RENT-IT TO BILL ANOTHER PERSON.

D. FINAL AUDIT --- CUSTOMER UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. CUSTOMER AUTHORIZES CREDITS OR ADDITIONAL CHARGES TO BE MADE AND PAID WITH ANY METHOD USED AT THE TIME OF THE RESERVATION, RENTAL OR RETURN.

E. RENT-IT RESERVES THE RIGHT TO CHARGE FOR DAMAGE THAT OCCURS DURING A CUSTOMER'S RENTAL OF EQUIPMENT EVEN IF THE DAMAGE IS NOT DISCOVERED UNTIL A REASONABLE TIME AFTER THE EQUIPMENT IS RETURNED.

**13.** CUSTOMER AGREES TO PAY IN FULL REPLACEMENT COST, INCLUDING LABOR, FOR ALL DAMAGES TO RENTAL EQUIPMENT DUE TO ANY CAUSE WHATSOEVER.

**14.** LESSEE SHALL BE LIABLE FOR ANY SALES OR PROPERTY TAX, OR OTHER FEES LEVIED OR BASED UPON RENTALS OR THE EQUIPMENT OR THE USE THEREOF.

**15.** THE CUSTOMER AGREES TO FULLY MAINTAIN THE EQUIPMENT COVERED IN THIS CONTRACT WHILE IN HIS POSSESSION AND TO RETURN IT IN THE SAME CONDITION AS RECEIVED FROM THE LESSOR WITH NO EXCEPTION.

**16.** THE EQUIPMENT HEREBY LEASED SHALL NOT BE SUBLET WITHOUT THE WRITTEN CONSENT OF THE LESSOR NOR SHALL SAID PROPERTY BE MOVED OUT OF THE STATE SPECIFIED IN THIS CONTRACT WITHOUT THE WRITTEN CONSENT OF THE LESSOR.

**17.** THE LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO THE LESSEE FOR ANY LOSS, DELAY OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.

**18.** CUSTOMER ASSUMES ALL RESPONSIBILITY FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY, AND AGREES TO HOLD RENT-IT HARMLESS FOR ANY AND ALL CLAIMS, OF WHATSOEVER NATURE, ARISING OUT OF USE OF THE RENTAL EQUIPMENT WHILE IN HIS OR HER CUSTODY.

**19.** THE LESSEE AGREES TO PAY THE LESSOR FOR ALL LOSS AND DAMAGES OCCASIONED BY FIRE, THEFT, FLOOD, ACCIDENT, EXPLOSION, WRECK, AN ACT OF GOD OR ANY OTHER CAUSES THAT MAY OCCUR DURING THE LIFE OF THIS LEASE, AND FROM THE DATE THEREOF, INCLUDING MOVEMENT AND DELIVERY AND UNTIL SUCH MACHINERY HAS BEEN RETURNED INTO THE POSSESSION OF RENT-IT AND ACCEPTED BY IT.

**20.** CUSTOMER AGREES TO RENT-IT'S RIGHTS TO ENTER PREMISES OF CUSTOMER AT ANY TIME TO REPOSSESS SAID EQUIPMENT. CUSTOMER HEREBY WAIVES RIGHTS OF ACTION AGAINST OWNER BY REASON OF SUCH TAKING OR ENTRY AND AGREES TO REIMBURSE RENT-IT'S COST.

**21.** THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

**22.** CUSTOMER AGREES TO ASSUME ALL LIABILITY FOR AND TO INDEMNIFY RENT-IT, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OWNERS, OFFICERS, SUCCESSORS, AND ASSIGNS, FOR ALL LOSSES, DAMAGES, INJURIES, CLAIMS, DEMANDS, EXPENSES, LEGAL EXPENSES AND COSTS, AND ANY OTHER HARM (1) ARISING OUT OF YOUR USE, OPERATION, OR POSSESSION OF THE EQUIPMENT BEING RENTED OR (2) DURING THE TIME OF YOUR RENTAL OF THIS EQUIPMENT OR (3) STRICT LIABILITY AGAINST RENT-IT OR ANY OF ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OWNERS, OR OFFICERS.

**23.** FOR ACCOUNT CUSTOMERS, PAYMENT IN FULL IS DUE UPON RECEIPT OF INVOICE. LATE PAYMENT OF THE AMOUNT DUE UPON COMPLETION OF THE WORK SHALL BE SUBJECT TO INTEREST AT A RATE OF 1.5% PER MONTH. IF RENT-IT IS NOT PAID ON A TIMELY BASIS WHAT IS OWED UNDER THIS CONTRACT, AND MUST TAKE LEGAL ACTION TO COLLECT WHAT IS DUE, RENT-IT SHALL BE ENTITLED TO ADD TO THE SUM DUE THE COSTS OF COLLECTION, INCLUDING EXPENSES AND LEGAL FEES, AND INTEREST.

**24.** RENTAL FEES ARE PORTAL TO PORTAL TIME OUT, NOT TIME USED; INCLUDING ANY PERIOD RENT-IT IS CLOSED. A ONE DAY RENTAL RATE FOR THE EQUIPMENT WITH RUN TIME HOUR METERS CONSISTS OF 8 HOURS USE WITHIN A 24 HOUR PERIOD. IF RUN MORE THAN 8 HOURS IN A 24 HOUR PERIOD AN ADDITIONAL PRO-RATA CHARGE WILL BE MADE. OUR RENTAL RATES ARE BASED ON AN 8 HOUR DAY, 40 HOUR WEEK, 176 HOUR MONTH. CUSTOMER IS RESPONSIBLE FOR A PER HOUR CHARGE FOR EXCEEDING ANY OF THE APPLICABLE HOURS. CALCULATE HOURLY RATE BY DIVIDING DAILY RATE BY 6.

**25.** RENT IT RECOGNIZES THE IMPORTANCE OF DATA SECURITY. ALTHOUGH WE TAKE ALL PRECAUTIONS TO ENSURE THAT CUSTOMER INFORMATION IS SECURE, ALL SYSTEMS ARE SUSCEPTIBLE TO SECURITY BREACH AND RENT IT SHALL NOT TO BE RESPONSIBLE FOR ANY DATA BREACH STEMMING FROM ANY TRANSACTIONS.

**26.** LESSEE AGREES THAT SHOULD ANY PARAGRAPH OR PROVISION VIOLATE THE LAW AND IS UNENFORCEABLE, THE REST OF THE AGREEMENT WILL BE VALID.