

GENERAL TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. **Hours and Fees.** Rental begins on the date and time specified as "Rent Date" and terminates on the date and time specified as "Return Date". Rental rates are based on 8 hours per day, 40 hours per week, and 176 hours per month. Use over 8 hours per day and not exceeding 16 hours will be billed at 1-1/2 times the listed rate. Use over 16 hours per day will be billed at twice the listed rate. Renter agrees to pay on return of Equipment to Dealer's premises, all rental charges and costs attributed to damage, cleaning fees, and fuel charges, if applicable. Such charges shall be charged to Renter's credit card or Dealer account in amounts reasonably determined by Dealer.
2. **Condition of Equipment.** Renter represents and warrants that upon receipt of the Equipment, Renter had a full and unobstructed opportunity to inspect the Equipment, the Equipment was delivered in good working order and condition and with all necessary safety devices and controls in place, and Renter accepted the Equipment in its then "as-is" condition. Dealer makes NO warranties, expressed or implied, as to the Equipment, INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Renter's sole remedy for any failure or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided the Equipment is returned to Dealer within 24 hours after such failure.
3. **Maintenance and Repair.** Renter shall return the Equipment to Dealer in the same condition as when delivered to Renter. Renter shall be responsible for all damage not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean the normal deterioration of the Equipment caused by ordinary, reasonable, and proper use. Renter shall be responsible for all tire damage. Damage that is not "ordinary wear and tear" includes but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of equipment by paint, mud, plaster, concrete, resin or any other material. A cleaning charge will be made on equipment returned unclean. Renter authorizes Dealer to charge Renter's credit card for any obligations of Renter, including repair costs and to deduct such amounts from any security deposit paid by Renter. Renter shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the Equipment, and shall see that the Equipment is not subjected to careless, unusually or needlessly rough usage. Dealer shall have the right to enter on or in any property at which the Equipment is located to inspect the condition of the Equipment. Any accessory equipment used with the Equipment must be approved by the Dealer.
4. **Risk of Loss.** Dealer shall not be responsible for loss or damage to property, material, or equipment belonging to Renter, its agents, employees, suppliers, or anyone directly or indirectly employed by Renter, while the Equipment is in Renter's care, custody, control or under Renter's physical control. Renter is encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss. Renter and its insurers waive all rights of subrogation against Dealer for such losses. Further, Dealer shall not be liable to Renter or any third party for any consequential damages, including damages for delays or lost profits.
5. **Safety.**
 - A. Renter and its employees or agents, which Renter shall expressly bind to this Agreement ("Permitted Users") shall comply with all safety standards and accident prevention regulations promulgated by federal, state or local authorities having jurisdiction and shall always conduct all operations in a manner to avoid the risk of bodily harm to any persons and the risk of damage to all property, equipment, and material, including the Equipment. Prior to operation of the Equipment, Renter shall inspect such Equipment to verify it is in proper working condition and shall not operate the Equipment if it is determined such Equipment is not in proper working order. Permitted Users shall continuously inspect all work, materials and equipment to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions so as to prevent injury, death, and property damage, including damage to the Equipment.
 - B. Renter represents and warrants that it has conducted a safety and training orientation for all Permitted Users that includes safe work practices, safety policies and rules, personal protective equipment requirements and hazardous materials. In addition, Renter further represents and warrants that all Permitted Users have been fully and properly trained in the proper and safe use of the Equipment, all Permitted Users are qualified to operate the Equipment, and all Permitted Users possess all necessary permits or licenses (if necessary) to operate the Equipment. Renter is responsible for the actions or omissions of the Permitted Users, its representatives, personnel, agents, contractors and vendors and their respective employees and shall be liable and shall promptly remedy damage or loss to the Equipment because of such acts.
 - C. All accidents involving the Equipment or damage to the Equipment shall be immediately reported to the Dealer in writing. Further, if the Equipment is damaged, vandalized, lost, stolen, or destroyed as a result of its operation, use, maintenance, or possession by Renter, Renter shall promptly notify Dealer of the occurrence, shall file all necessary accident reports, including those required by law and those required by interested insurance companies, and Renter shall be solely responsible for all costs and expenses resulting therefrom.
6. **Indemnification and Assumption of Risk.**

RENTER AND EACH PERMITTED USER HEREBY ASSUMES ALL RISKS AND ALL LIABILITY FOR AND ASSOCIATED WITH THE OPERATION OF THE EQUIPMENT. THE RENTER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DEALER AND ITS OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, FINES, DAMAGES, LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS), PENALTIES, ASSESSMENTS, AND/OR INJUNCTIVE OBLIGATIONS, WHICH MAY BE SUFFERED OR INCURRED AT ANY TIME BY THE INDEMNIFIED PARTIES, ON ACCOUNT OF INJURIES TO OR DEATH OF ANY PERSONS, DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, INCLUDING THE EQUIPMENT, AND/OR ANY VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION, OR ORDER OF ANY GOVERNMENTAL ENTITY, CAUSED BY, RESULTING FROM, OR ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT, AND THE ACTS OR OMISSIONS OF RENTER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND PERMITTED USERS.
7. **Insurance.** Renter shall provide Dealer with a certificate of insurance covering the Equipment taking into account the intended use and shall exercise all rights available to it under said insurance, take all action necessary to process said claim, and shall assign said claim and pay any and all proceeds from such insurance to Dealer. If Renter does not have a policy of insurance acceptable to Dealer in Dealer's sole discretion, Renter shall be charged the cost of a Rental Equipment Protection (REP) policy, the terms of which have been provided to Renter. Renter shall remain liable to Dealer for the deductible of any claim made under the REP policy together with any excess or additional damage to the Equipment not covered by the REP policy, or Renter's own insurance.
8. **Use, Location, Removal, Inspection, and Subletting.** The Equipment shall be used only at the location identified in the Agreement and only by Renter or its Permitted Users. Renter shall not sublet the Equipment nor assign to any third-party any rights under this Agreement without the express written consent of the Dealer. Further, title to the Equipment is and shall remain in Dealer's name. If the Equipment is levied upon for any reason whatsoever, Dealer may retake the Equipment without notice or legal process and may take all action reasonably necessary to do so.
9. **No Delay Damages.** If Dealer is unable to deliver possession of the Equipment at the commencement of the Rental Period or the Equipment is otherwise out of service, Dealer shall not be liable for any damage caused thereby, including but not limited to project delay costs or lost profits. Further, Dealer shall not be responsible for any incidental, special or consequential damages, in any way connected with the operation, use, defect, in or failure of the Equipment.
10. **Non-Waiver.** No waiver by the Dealer of any provisions hereof shall constitute a waiver of any other matter and all waivers shall be in writing and executed by the Dealer. No failure on the part of the Dealer to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.
11. **Entire Agreement.** These General Terms and Conditions are expressly made part of the Rental Agreement which together constitutes the entire agreement between the parties and may not be modified except in writing signed by the parties.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the Erie County, Ohio Court of Common Pleas shall have the exclusive jurisdiction over all claims arising from or relating to this Agreement or the rental of the Equipment. Each Party along with all Permitted Users hereby consents to the exclusive jurisdiction of the Erie County, Ohio Court of Common Pleas and each party hereto irrevocably waives a trial by jury on all disputes arising from or relating to this Agreement.
13. **Attorney Fees and Costs.** Renter shall be liable to Dealer for all attorney fees and costs incurred by Dealer to enforce any term of this Agreement and shall pay such fees and costs to Dealer upon demand.