



No operators are furnished, directly or indirectly with equipment or vehicles.	<b>10. DISCLAIMER OF WARRANTIES</b> - Rental center makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for customer's particular intended use or that it is free of latent defects. Rental center shall not be responsible for any defect or failure unknown to rental center. Customer's sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that a customer notifies rental center immediately of such failure and returns the equipment center within twenty four (24) hours of such failure.
In consideration of hiring of the vehicles and/or equipment (herein "the equipment") described on the front of this contract it is agreed as follows:	
<b>I. DEPOSIT</b> - Customer acknowledges that one of the purposes and intent of the deposit is to secure and guarantee complete performance of customer's obligations under the contract.	
<b>2. WARNING</b> - The use of false or fictitious identification to obtain the equipment or the failure to return the equipment upon the expiration of this contract may be considered a theft, resulting in criminal prosecution.	<b>11. DAMAGE WAIVER</b> - By customer initialing acceptance of the Damage Waiver on the front of this agreement and with immediate notification in the event of any accident and the prompt submission of applicable police reports, rental center and customer agree that rental center will waive any claim against customer for direct physical damage to the equipment for an external cause, except as follows:
<b>3. POSSESSION/TITLE</b> - Customer's right to possession of the equipment terminates on the return date indicated on the front of this contract. Retention of Possession after this date constitutes a material breach of this agreement. Time is of the essence of this agreement. Any extension of this agreement must be agreed upon in writing. Title to the equipment is and shall remain in rental center. If the equipment is not returned and/or levied upon for any reason whatsoever, rental center may retake said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend and hold center harmless from any claims and costs arising from such retaking. If equipment is levied upon, customer shall notify rental center immediately.	(a) Any item of equipment or part thereof which is not returned for whatever reason, (b) Loss or damage resulting from overloading or exceeding rated capacity of the (c) Loss or damage to motors or other electrical appliances or devices caused by artificial (d) Damage to tires, tubes and wheels caused by blowout, bruises, cuts and other causes inherent in the use of the equipment. (e) Loss due to mysterious disappearance, wrongful conversion by a person entrusted with the equipment or a shortage disclosed on inventory. (f) Loss or damage caused by infidelity of customer, its employees, or persons to whom the equipment is entrusted. (g) Loss or damage resulting from misuse, abuse, failure to maintain, cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of equipment. (h) All damage resulting from overturning; (i) All damage or loss resulting from use of the equipment in violation of any provision of this agreement, violation of any law, ordinance or regulation or operation in an improper or negligent manner. (j) Overhead damage. (k) Damage from dirtying of equipment by paint, mud, plaster, concrete, rosin or any other material, Customer is responsible for cleaning and repainting, as required. If customer has insurance covering such loss or damage, take all action necessary to process such claim and customer further agrees to sign said claim and any and all proceeds from such insurance shall
<b>4. RECEIPT/INSPECTION OF EQUIPMENT</b> - Customer hires the equipment on an "as is basis." Customer acknowledges that he has personally inspected the equipment prior to its leaving rental center (regardless of point of delivery) and finds it suitable for his needs. Customer acknowledges receipt of all items listed in this agreement in good working order and repair and that he understands its proper operation and use without further instructions regarding operation and use from rental center. Customer acknowledges that he has had an opportunity to inspect all hitches, bolts, safety chains, hauling lugs and other devices and material used to connect the equipment to customer's vehicle, if any, and customer declares that he has received the equipment in secure and operative condition.	<b>12. PURCHASE ORDERS</b> - The use of customer purchase order number on this agreement is for customer's convenience and identification only.
<b>5. SOLVENCY</b> - Customer represents to rental center that he is not insolvent and should he become insolvent, that he will return all equipment to rental center immediately.	<b>13. SUBLETTING/LOCATION OF EQUIPMENT</b> - Customer agrees not to sublet, loan or assign the equipment. Customer shall not move the equipment from the address at which customer represented it was to be used.
<b>6. RENTAL PERIOD/RATE/PAYMENT</b> - Rental period is for maximum of twenty four (24) hours unless a longer term is specified in the "return date." Rental charges begin immediately upon delivery of the equipment to the location directed by the customer or upon equipment leaving rental center, whichever happens first. Rental charges end upon return of the equipment to rental center in an acceptable condition. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Rental center may terminate rental at any time and retake the equipment without further notice in case of violation by customer of any terms or conditions of this agreement. Customer agrees to pay any collection costs and attorneys fees incurred in collection of this account or any dispute arising under this agreement. Rental rates are based upon single shift usage (8 hours per day, 5 days per week). If customer makes greater use of the equipment it is agreed that the additional usage will be charged.	<b>14. DEFAULT</b> - Should customer in any way fail to observe or comply with any provision of this agreement, rental center may, at his sole option exercise any and all of the following remedies: (a) Termination of the agreement; (b) Retake the equipment; (c) Declare any outstanding rent and charges due and payable and initiate legal process to recover the monies. (d) Pursue any of the remedies available to rental center (exercise of any remedies or a waiver of any additional remedies to which rental center may be entitled).
<b>7. ORDINARY WEAR AND TEAR</b> - "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment on a one-shift basis. Damage which is not ordinary wear and tear" includes but not to: damage resulting from lack of fuel or lubrication; failure to maintain proper oil, water, hydraulic or air pressure levels; damage due to overturning, overloading or exceeding rated capacities; improper use; abuse; lack of cleaning; tire damages. Customer shall be responsible for all damage not caused from ordinary wear and tear.	<b>15. RETAKING OF EQUIPMENT</b> - If for any reason it becomes necessary for rental center to retake the equipment, rental center may retake the equipment without further notice or further legal process.
<b>8. COMPLIANCE WITH LAWS/USE OF EQUIPMENT</b> - Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner. Customer acknowledges that rental center has no physical control over the use of the equipment. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the equipment during the rental period. Customer further agrees to pay all licensed, fees, permits or taxes arising from his use of the equipment, including any subsequently determined to be due as a result of an audit. Customer shall not allow anyone who is not qualified to operate the equipment or use the equipment. Customer shall not allow anyone to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without rental center's written permission or allow a lien to be placed upon the equipment. Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to discontinue use and immediately notify rental center when equipment is found to need repair or maintenance. Customer acknowledges that rental center has no responsibility to inspect the equipment while it is in customer's possession. If the equipment becomes unsafe or requires repair, customer shall discontinue using it and notify rental center immediately.	<b>16. ACCIDENTS, REPORTING AND INDEMNIFICATION</b> - "This agreement is between customer referenced above and Loftin Equipment Co. Unless the damage waiver fee is paid, the customer is to insure all equipment rented from Loftin Equipment Co for all perils of physical loss and loss of use thereof. The equipment must be insured for its full replacement value. Customer is to provide a certificate of insurance certifying this coverage has been secured. Loftin Equipment Co is to be named as loss payee for this coverage. Customer agrees to indemnify and hold Loftin Equipment Co harmless from all losses, costs, fees, expenses, or damages resulting from the use of the rental equipment and to add Loftin Equipment Co as an additional insured on customer's general liability, auto liability, pollution liability, and umbrella/excess liability insurance policies. Customer agrees to provide a certificate of insurance certifying this coverage has been secured. In the event of any accident resulting in property damage or bodily injury arising from the use of the equipment while it is in customer's possession, customer hereby expressly agrees to assume responsibility for himself, his employees, agents and assigns and agrees to indemnify, defend and hold Loftin Equipment Co harmless from any claim or action arising therefrom - including attorney fees, claim expenses, investigation costs, court costs, expert witnesses, or any other cost related to the loss situation. Customer agrees to notify Loftin Equipment Co immediately in case of any accident or injury situation involving the rented equipment and to
<b>9. RETURN OF EQUIPMENT</b> - Customer agrees to return the equipment to rental center during regular business hours upon "return date" in as good condition as when received, ordinary wear and tear excepted. In the event, the returned equipment has run hours in excess of 250 while in the possession of the Customer without a P.M Service as prescribed by the manufacturer of the Equipment, the service will be	<b>17. NOTICE OF NON-WAIVER/SEVERABILITY</b> - Any failure of rental center to insist upon strict performance by customer as regards any provision of this agreement shall not be interpreted as a waiver of rental center's right to demand strict compliance with all other provisions of this agreement against customer or any other person. The provisions of this agreement shall be severable so that the unenforceability, invalidity or waiver of any

