

TERMS AND CONDITIONS OF RENTAL AGREEMENT

LIABILITY – The Lessee saves harmless the Lessor against all damages, loss, expenses, and penalties arising from any action on account of personal injuries and/or damage to property caused or occasioned by the equipment rented or arising out of its operation, maintenance, handling, control, or transportation during the rental period or while in transit unless transported by the lessee or truck hired by the lessee. The Lessor will not be responsible for the time lost while property rented is located at Lessee's job site or in the Lessee's custody and control due to breakdown of the property rented unless breakdown was due to negligence or customer damage.

OSHA – "Lessor certifies that at the time of delivering or customer pick up of said equipment, Lessor has inspected said equipment for compliance with OSHA regulations, and Lessor hereby certifies that said equipment does comply. Further, Lessee hereby agrees to operate said equipment according to OSHA standards." The Lessor expressly disclaims any responsibility for Lessee's compliance or failure to comply with OSHA and/or any other governmental safety or health regulations or standards.

PAYMENT – Lessee shall pay rent based on the terms of their account unless otherwise specified on the face of the shipping ticket. All handling and transportation charges will be paid by the Lessee. The rental charges are based on an 8-hour working day, 40 Hour work week, or 160-hour 28 Day month, and no reduction in rental charges will be made for any time the equipment is not in use while in the Lessee's possession or control. The Lessee agrees to report and pay for all overtime use of the equipment and to provide Lessor access to its records to confirm the same. Lessee agrees to pay interest at the rate of 2% per month upon all delinquent accounts and further agrees to pay all reasonable collection costs and attorney's fees incurred in the collection of accounts due hereunder.

LOSS OR DAMAGE TO EQUIPMENT – The Lessee shall pay for all damages to the said equipment while in Lessee's possession or control. In the event of loss, theft or destruction of the rental equipment, the Lessee must notify the Lessor immediately, by either registered or certified mail, of said loss, theft, or destruction. Lessee further agrees to maintain the equipment in quality condition and working order but shall not be responsible for ordinary wear and tear.

RENTAL BASIS – All rental Terms beginning from the time the equipment and/or tools leaves the Lessor's premises until they are returned, or the units are called off rent. **ALL RENTALS MUST BE CALLED OFF AND TERMINATED BY LESSEE TO STOP THE RENTAL BILLING CYCLE.**

INSURANCE – The Lessee shall, at his own expense, maintain all risk and physical damage insurance to cover any and all losses while said equipment is in the Lessee's possession or control, comprehensive public liability, and property damage insurance in amounts and with companies acceptable to Lessor, with Lessor named as an insured. Lessee shall deliver adequate evidence of insurance to Lessor and such insurance shall provide that it may not be cancelled or nonrenewed without at least 10 days notice to Lessor. If Lessee is providing the operator, full workers compensation insurance and other employee coverages required by law shall be provided by Lessee.

LOSS DAMAGE WAIVER – If Lessee is unable to provide the appropriate insurance coverage for the rental, the Lessee must purchase Limited Liability Damage Waiver Coverage which covers the equipment only. The Damage Waiver is only available for equipment valued under \$100,000, any item valued higher requires insurance. (For more details on machine sizes and specifications, please contact the appropriate Milton Rents Sales Representative). Lessee agrees they have read and understand the Loss Damage Waiver policy and what is covered.

TAXES – Lessee shall pay all sales, use personal property, rental or other taxes applicable to the equipment that relates to the period of rental by Lessee.

INDEMNIFICATION – Lessee shall indemnify Lessor, its officers, agents, servants, employees, and shareholders against, defend them against, and hold them harmless from:

- (a) All liability for wages, taxes, insurance, contributions, other such payments, benefits under any workers compensation or similar law and employer's liability charges or other similar expenses reflecting Lessee's employment of personnel who operate or maintain the equipment.
- (b) All claims, demands, liabilities, suits, judgments, losses or awards of whatsoever kind or nature, whether alleged or actual including, but not limited to damage to loss of and/or injury to any property and injury to and /or death of any person including, but not limited to Lessor's employees, servants, agents, officers and shareholders and Lessee's employees, servants, agents, officers and shareholders arising from the manufacture, operation, condition, possession or use of the equipment of any action or inaction of the crew (including, but not limited to that caused by operators of the equipment designated by or through Lessor pursuant to any agreement excepting such as may arise from the sole willful negligence of Lessor).
- (c) All fees, costs and expenses arising out of or relating to (a) and (b) above, including but not limited to reasonable counsel fees.

TITLE – Lessee covenants that the ownership of the equipment is and shall remain in Lessor and that the Lessee shall acquire no equity interest in the equipment. Lessee further covenants that it will not sell, mortgage, assign, transfer, lease, sublet, loan, part with possession of or encumber the equipment.

DISCLAIMER OF WARRANTIES – LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR ADEQUACY OF THE EQUIPMENT, OR ANY COMPONENTS OR OTHER MATERIAL UTILIZED IN CONNECTION WITH THE EQUIPMENT DELIVERED TO THE LESSEE HEREUNDER; AND LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PURPOSE OR AS TO ANY OTHER MATTER, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES OF LESSOR ARE HEREBY WAIVED BY LESSEE.

DEFAULT – The occurrence of any of the following events shall constitute a default under this Rental Agreement: (1) Lessee shall fail to pay rent as and when due; (2) Lessee shall fail to observe or perform any covenant, condition, or agreement made under the lease; (3) Lessee shall become insolvent or shall be unable generally to pay its debts as they become due; (4) Lessee's existence shall terminate by reason of discontinuance, merger, sale of substantially all its assets, or otherwise; or (5) Lessor shall determine that reasonable grounds for insecurity exist with respect to the performance of Lessee hereunder. In the event such an event of default shall occur, Lessor may at its option terminate this Lease and may cause Lessee to deliver the equipment to Lessor, or the Lessor may enter upon the premises where the equipment is located and take immediate possession of and remove the equipment.

LOADING AND UNLOADING – Lessee is responsible for providing clear and adequate delivery instruction and for providing safe and adequate space for unloading equipment. Lessor will not be held responsible for any damage to the ground or surrounding area while unloading that may be caused by delivery vehicle, trailer, or the equipment itself. One hour is allocated at job site for loading and unloading. An hourly charge will be assessed for delays beyond the one-hour allowance.

This contract represents the entire Agreement between the parties hereto and there is no collateral, oral or other agreements or understandings, unless previously agreed to in writing by both Lessee and Lessor.

Signed _____ Date _____

Print Name _____