

RENTAL AGREEMENT

AUTHORITY TO SIGN. Any individual signing this Rental Contract represents and warrants that he or she is of legal age, and has the authority and power to enter into this Agreement on their own behalf or for the Customer.

DISCLAIMER OF WARRANTIES. Lessor makes no warranties, express or implied, as to the merchantability of the equipment or its fitness for any particular purpose. There is no warranty that the equipment is suited for customer's intended use, or that it is free from defects. Except as may be specifically set forth in this rental contract, Lessor disclaims all warranties, either express or implied, made in connection with this rental transaction.

CUSTOMER AGREES TO INDEMNIFY LESSOR. As Lessor has no control over the use of equipment by customer, customer agrees to indemnify and hold Lessor harmless from any claims, regardless of whether such claims or actions are founded in whole or part upon any negligent act or omission of Lessor, or any person, party or parties, for loss, injury, and damage to person or property arising out of the customer's possession, use, maintenance or return of equipment, including legal costs incurred in defense of such claims. This indemnity provision also applies to any claim against Lessor based upon strict or product liability causes of action. Further, customer waives, releases, and renounces all claims, rights, and remedies against Lessor in tort, contract or otherwise arising out of or in connection with the use, operation, possession, assembly, disassembly, or maintenance of the equipment, for any claims for personal injury, death, loss of use, revenue, or profit from the equipment, any claims of contribution or indemnity against Lessor or any other direct, indirect, incidental, or consequential damages. This waiver includes any claim or cause of action based in whole or in part upon Lessor's own negligence or strict or product liability causes of action.

RECEIPT & INSPECTION OF EQUIPMENT. Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer is familiar with the proper operation and use of each item of Equipment. Customer further agrees to note any issues on the delivery receipt or rental agreement prior to signing acceptance of Equipment. Customer's use of the Equipment and/or receipt of this invoice acknowledges Customers' acceptance of the Equipment and agreement to the Terms and Conditions of this Rental Agreement. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Lessor is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors.

USE OF EQUIPMENT. Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner; (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense and prior to rental, to contact and comply with all applicable municipal, state, and federal laws, local ordinances and regulations (including O.S.H.A. and T.O.S.E.A.) which may apply to the use of the Equipment. Customer agrees to check filters, fuel, oil, fluid levels, tire air pressure, to clean and visually inspect the Equipment daily and to immediately notify Lessor when Equipment needs repair or maintenance. Customer acknowledges and understands that the expense(s) of fuel, grease, oil, and fluids which are used, consumed, and/or otherwise depleted during the rental period are the Customer's sole responsibility. Customer agrees to contact Lessor regarding oil and fluid specifications prior to replacement. Customer acknowledges that Lessor has no responsibility to inspect the Equipment while it is in Customer's possession. Lessor shall have the right to inspect and/or replace the Equipment with other similar equipment at any time and for any reason.

MAINFUNCTIONING EQUIPMENT. Should the Equipment become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify Lessor. If such condition is the result of normal operation, Lessor will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. Lessor has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within 24 hours from the time of defect in order to terminate rental charges.

RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT. At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during Lessor regular business hours, such Equipment to be in the condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. *If an after hours return of Equipment is necessary, Customer must contact Lessor for instructions.* Customer shall be liable for all damages to and loss of the equipment from the time the Equipment leaves the Store Location until the Equipment is returned to the Store Location, including any damage during transit to and from Customer. In case of the loss or destruction of any equipment, or inability or failure to return same to Lessor for any reason whatsoever, Customer will pay Lessor the then full replacement list value together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Lessor the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Lessor shall be under no obligation to commence repair work until Customer has paid to Lessor the estimated cost therefore.

REASONABLE WEAR AND TEAR. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (8 hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (c) damage in the nature of dents, scratching, bending, tearing, staining, and misalignment to or of the Equipment or any part thereof; (d) wear resulting from the use in excess of shifts for which rented; and (e) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of Lessor and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment.

RENTAL PERIOD & CALCULATIONS OF CHARGES. Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is returned to the Store Location. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an 8 hour day, 40 hours per week, and 160 hours per month. On power equipment, operations in excess of one shift will be at Lessor's standard premium rental rates. Customer will truthfully and accurately certify to Lessor the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention or possession after this time is a material breach of this Rental Contract. **TIME IS OF THE ESSENCE.**

SECURITY / DEPOSIT. Lessor, at its sole discretion, may require Customer to put on file a copy of a current Driver's License and a valid Credit Card. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guaranty by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by the Customer, the deposit will be credited against any damages, cost or expense incurred by Lessor as a result of the breach.

PAYMENT. All amounts due hereunder shall be payable in full at the beginning of the Rental Period, pick-up of the Equipment at Lessor, or according to the terms on Lessor's invoice to Customer, whichever comes first. Customer acknowledges that timely payment of rental charges is essential to Lessors' business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Lessor agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 1.5% per month (18% per annum) on any such past due amounts, or the maximum amount allowed by applicable law. Customer agrees and hereby authorizes Lessor to charge any amount due Lessor against any credit card used in connection with the rental or credit card put on file, for any outstanding balance due Lessor.

FAILURE TO DELIVER. Customer releases and discharges Lessor from any and all liability or damages (including consequential and special damages) which might be caused by Lessor's failure or inability to deliver any Equipment by any specified date or time.

TIRE/TUBE REPAIR OR REPLACEMENT. Repair or replacement of tires, tubes, and stems is the responsibility of the Customer and is not included in the rental rate. Lessor retains the right to determine whether tires are repaired or replaced and final acceptance of repair or replacement work by customer or by an approved supplier for Lessor.

DEFAULT. Customer shall be deemed to be in default should Customer in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Contract, or should the Customer become "insolvent" (as defined herein), or should Lessor anticipate the Customer may become insolvent or that Customer may otherwise become in default. If Customer is in default, Lessor may do any one or more of the following: (a) terminate the Rental Period; (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefore; (c) cause Lessor's employees or agents, without notice or legal process, to enter upon Customer's property to take all action necessary to retake and repossess the Equipment, in which event Customer waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by Lessor in retaking and repossessing; or (d) pursue any other remedies available by law. The Customer shall be considered "insolvent" if the Customer (i) shall generally not pay, or shall be unable to pay, or shall admit its inability or anticipated inability to pay its debts as such debts become due; or (ii) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debts, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (iv) shall have had any such petition or application filed or such proceeding commenced against it in which an order for relief is entered or an adjustment or application is made; or (v) shall take any action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties. Further, Customer agrees and hereby authorizes Lessor to charge any amount due Lessor against any credit card used in connection with the rental or credit card put on file.

CUSTOMER'S INSURANCE COVERAGE. Customer agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement, to cover any damage or liability arising from the handling, transportation, maintenance, operation, possession or use of the Equipment during the entire Rental Period. When requested, Customer shall supply to Lessor proof of such insurance by Certificate of Insurance clearly setting forth the coverage for the Equipment and naming Lessor as loss payee and additional insured and shall waive rights of recovery and subrogation against Lessor; such insurance and evidence thereof to be in amounts and form satisfactory to Lessor. The Certificate of Insurance and policy shall provide that Lessor shall receive not less than 30 days' notice prior to any cancellation of the insurance required hereunder.

CUSTOMER SHALL REMAIN FULLY LIABLE FOR ALL LOSS OF AND DAMAGE TO EQUIPMENT RESULTING FROM:

- Mysterious disappearance
- Neglect, misuse, wrong application, or abuse of the Equipment
- Sinking of the Equipment into mud or water
- Submersion of the Equipment in mud or water above the tracks (in case of track machines) or above the tires (in the case of tire machines)
- Use of Equipment in demolition activities
- Tire Damage; Glass Breakage; Hydraulic Hoses
- All loss associated with vandalism, malicious mischief, theft or conversion of the Equipment, not documented by the Customer's prompt filing with the applicable public authorities (with an immediate copy forwarded to Lessor) of a formal written theft, vandalism or conversion report
- All loss of or damage to the Equipment resulting from any exposure to radioactive, contaminated or other hazardous materials
- Use or operation of the Equipment by a person other than an Authorized Operator as defined by Lessor
- If operator is found to have operated Equipment while under the influence
- Use or operation of the Equipment in violation of any law or ordinance
- Any other failure of Customer to comply with the terms and conditions of this Lease

Customer acknowledges that the "DWI" does not provide liability insurance. **CUSTOMER IS RESPONSIBLE FOR PROVIDING ITS OWN COMPREHENSIVE GENERAL LIABILITY COVERAGE**

NO ASSIGNMENT, LENDING OR SUBLETTING. Customer agrees to and shall not sublease, subrent, assign, or loan the Equipment without first obtaining the written consent of Lessor, and any such action by Customer, without Lessor written consent, shall be void and a material breach of this Rental Contract. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Contract unless Lessor approves otherwise in writing.

OTHER PROVISIONS.

A. Any failure of Lessor to insist upon strict performance by Customer of any terms and conditions of this Rental Contract shall not be construed as a waiver of Lessor's right to demand strict compliance. Customer has carefully reviewed these terms and waives any principle of law which would construe any provision hereof against Lessor and the draftsman of this Rental Contract.

B. Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by Lessor in the collection of any charges due under this Rental Contract or in connection with the enforcement of its terms.

C. Customer shall pay the rental charge(s) without any offsets, deductions or claims.

TRIAL BY JURY WAIVED.

X _____

DATE _____ / _____ / _____

MID-SOUTH LIFT