

RENTAL CONTRACT – Terms and Conditions

1. The rental Equipment has been received in good working condition and Lessee has a duty to inspect, maintain, and protect the Equipment and return it in the same condition.

2. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Equipment described in this contract (the "Equipment") Lessee assumes responsibility for the safe operation of the Equipment.

3. Lessee shall protect, indemnify and hold Lessor harmless from and against any and all liability and expense of any kind (including reasonable attorney's fees) arising from injuries or damages to persons or property relating to the Equipment while the Equipment is in Lessee's possession, custody, or control.

4. Lessee agrees to Lessor's rights to enter premises of Lessee at any time to repossess said Equipment. Lessee hereby waives any rights of action against the owner by reason of such taking or entry and agrees to reimburse Lessor's cost of repossession if any.

5. Lessee agrees to reimburse Lessor for all attorney fees, court costs and expenses incurred by Lessor to enforce collection or to preserve or enforce Lessor's rights under this contract.

6. Lessee shall not loan, sublet, assign or otherwise dispose of Equipment or use it at any other location than listed on the face of this contract. Lessee shall not assign this contract to any third-party.

7. PAYMENT

A. Lessee agrees to pay Lessor 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 and Lessee's possession of the Equipment.

2) Replacement cost for any loss or disappearance of Equipment due to theft, conversion or other dishonest acts on part of any person or persons to whom the issued property is entrusted or any person or persons in the service or employment of the Lessor whether or not occurring during the hours of such services or employment. Lessor reserves the right to consider the property lost, stolen or converted if not returned within TEN DAYS of the date and time printed under the TIME AND DATE DUE IN* column on the contract

B. Credit Card - Lessee authorizes that Lessor may bill Lessee's credit card at time of reservation or upon receipt of the rented items or upon the return of the items.

C. Payment Guarantee - If Lessee has directed Lessor and Lessor has agreed to bill charges to someone else who fails to make payment promptly when due, Lessee promises to pay Lessor on demand. If Lessee directs charges to be billed to another person, Lessee represents that he is authorized to give Lessor such direction. Lessee understands that he remains individually responsible for all charges even if Lessee directed Lessor to bill another person.

D. Final Audit - LESSEE UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Lessee authorizes any credits or additional charges to be made and paid by the method used at the time of the reservation, rental or return.

8. Lessee agrees to pay in full replacement cost, including labor. For all damages to rental Equipment due to any cause whatsoever. Lessee agrees to return the Equipment full of fuel; if not, then Lessor has the right to fuel the Equipment at Lessee's expense.

9. Unless waived by the Lessee, as indicated by non-payment of waiver cost, Lessee agrees to pay a damage waiver fee which is a percentage of the rental fee. In exchange for this damage waiver fee, Lessor agrees to modify paragraph #8 (above) of this contract and relieve Lessee of liability for accidental damage to the rental item(s) on the contract, and for loss due to fire, collision, windstorm; upset and riot. However, excluded from this waiver is any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to Lessee falling to care for the rental items as a reasonable person would his own property, (such as, but not limited to, proper lubrication, fluid level checks and stopping the operation of equipment when there is indication of destructive malfunctioning). **Damage to tires, glass, tracks or other commonly removed or "consumable" items (including, but not limited to; windshield wipers, door gaskets, trailer hitch wiring and chains, gas caps, keys, etc.) on the listed equipment are expressly exempted from the damage waiver.**

10. Default The following events shall be deemed to be events of default by Lessee under this contract (1), Lessee shall fail to pay when due any payments as described in section 6; (2) Lessee shall fail to comply with any term, provision, section, or covenant of this contract, (3) Upon Lessee's return of the Equipment to Lessor prior to the termination of the lease term.

11. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LESSOR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. Rental fees are portal to portal, time out, not time used, including any period Lessor is closed. Overdue rates for Equipment rentals are computed at an hourly rate for each hour over a day (24 hours). One-day rental rates for equipment are computed for 8 hours of use with in a 24 hour period. If Equipment is run more than 8 hours in a 24-hour period, an additional pro-rata charge will be made.

13. Lessee acknowledges that Lessor is not the manufacturer or designer of the Equipment.

14. Applicable Law. The Agreement shall be accordance with the laws of the State of Missouri, and unless the parties agree otherwise in writing, any litigation relating hereto shall take place exclusively in the Circuit Court of Greene County, Missouri.

15. Title to the Equipment Lessor shall retain full legal title to the Equipment, and its understood that the Lessee shall acquire no right of title interest to the Equipment.

16. Severability: Non-Waiver, In the event that any of the terms, conditions or provisions of this Agreement are held to be legally unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The failure or delay of either Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement.

17. Entire Lease. This Lease contains the entire understanding among the Parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Lease. No modification, variation, or amendment of this Agreement (including any exhibit hereto) shall be effective unless made in writing and signed by both Parties.