

RENTAL TERMS & CONDITIONS

It is hereby agreed that the listed equipment on the front is rented from the owner by the Lessee for his own use and will not be loaned, sublet, mortgaged or in any manner disposed of by the Lessee; that the Lessee will be responsible for the loss or damage of said equipment by fire, theft or other cause; that the rented equipment shall be returned to the owner at the above business address at the expiration of the agreed rental period in same condition as received, except for ordinary wear and tear; that the owner makes no warranty of any kind on said equipment and the Lessee agrees to immediately return any rental equipment which develops indication of defect or improper working conditions; that the Lessee agrees to use said equipment entirely at his own risk, to be liable for any damage to persons or property, to protect and save harmless the owner, his agents, servants and employees from any and all liability resulting from the operation or use of the above rental equipment; that the Lessee shall pay all fees due to the owner under this agreement at the time the equipment is returned. The Lessee shall be liable for all costs that may be incurred to recover said equipment or fees.

THE LESSEE SHALL ASSUME **ALL RESPONSIBILITY FOR LUBRICATION OF ALL RENTED EQUIPMENT.**

- Damaged, lost and/or stolen equipment or any part of said equipment as described herein, will be replaced and charged to the Lessee at trade price(s).
- Personnel, material lifts and booms all have built-in battery charges. It is the Lessee's responsibility to maintain battery fluid levels at prescribed levels and to ensure batteries have adequate charge to perform.
- Rentals are F.O.B. at our warehouse.
- Operating instruction on request
- Rental period commences at time equipment leaves our warehouse and ends when returned to our warehouse or "Off Rental" date.
- Lessee is responsible for maintenance, lubrication, and all equipment and full insurance coverage while in his possession.
- Lessee is responsible for proper size extension cords to carry necessary voltage to operate equipment; otherwise additional charges will be made for electrical repairs.
- Rates are subject to change without notice
- Rates are based on eight hour shifts. Additional charges will be made for use in excess of eight hour shifts.
- Minimum Invoice \$25.00
- Lessee shall not sublet equipment without consent of Lessor.
- Monday to Friday 8 to 5. Extra charges made for weekends.
- An "Off Rental" number is required before any goods are accepted for return.

GENERAL CONDITIONS

1. It is understood and agreed that the Lessee will, at all times keep this equipment in good operation condition at his (its) own expense and will return said equipment F.O.B. our plant, at the end of the rental period in as good condition as when received by the Lessee, less normal wear and tear.
2. CUSTOMER ACCEPTS FULL AND COMPLETE RESPONSIBILITY FOR ALL INJURIES TO PERSONS AND PROPERTY ARISING OUT OF THE MAINTENANCE, USE, OR TRANSPORTATION OF THE EQUIPMENT BY THE CUSTOMER FROM THE TIME OF TAKING POSSESSION THEREOF UNTIL THE UNIT IS RETURNED AND ACCEPTED BY AERIAL PLUS, INC. HUMBOLDT, CUSTOMER HEREBY INDEMNIFIES AND SAVES AERIAL PLUS, HARMLESS FROM ANY AND ALL CLAIMS OF ANY AND EVERY NATURE WHATSOEVER (INCLUDING REASONABLE COURT COSTS AND ATTORNEY'S FEES) ARISING OUT OF THE MAINTENANCE, USE, OR TRANSPORTATION OF SAID EQUIPMENT DURING THE PERIOD OF RENTAL SET FORTH IN THIS AGREEMENT.
3. The Lessee shall maintain, at the Lessee's own expense, insurance on "ALL RISK" basis
4. It is agreed that the Lessor makes no warranty or guarantee whatsoever as to the equipment or its performance
5. The Lessor shall have the right at any time to enter the premises occupied by said equipment and shall be given free access thereto and afforded all necessary facilities for the purpose of inspecting the equipment.

6. Title to the equipment shall at all times be and remain vested in the Lessor and nothing contained in this agreement shall be deemed to have the effect of conferring upon the Lessee any right or title whatsoever in or to the equipment, and further in such as Rentals are in arrears, and same is not so paid, Lessor shall have the right to enter on the location where the equipment is and remove said equipment without interference of any court. Lessor shall not be liable for any damage to location in connection therewith.
7. None of the equipment shall be sublet by the Lessee or moved to another job, other than as shown on this agreement, nor shall he (it) assign or transfer this agreement without the prior written consent of the Lessor.
8. This agreement is contingent upon strikes, accidents, or delays due to any causes whatsoever.
9. There are no understandings or arrangements, verbal or otherwise, in connection with this agreement.
10. All rentals are due, in advance, as per term chosen
11. Rental period begins when equipment leaves Lessor's yard and ends when said equipment is returned to Lessor's yard.
12. Daily rental rates are for every calendar day or fraction thereof.
13. Daily rental rates are based on a nominal eight hour working day. Use of the equipment in excess of this extra hours will be an extra charge.
14. As this agreement does not have an identified location, equipment shall be returned on or prior to any rental period on the expected return date of the equipment, whichever is later, shall be deemed to be the scheduled date of the Rental Contract. In no circumstances, and notwithstanding any other provision of this Rental Contract or any agreement collateral hereto, shall (i) any single rental period for the equipment made for an agreed-upon schedule, or (ii) the rental of the equipment (including the initial rental period and any extensions or renewals thereof) exceed eleven (11) months in duration.