

## RENTAL CONTRACT TERMS AND CONDITIONS

Lessor (Auburn Rental & Supply, Inc. dba Taylor Rental Center) hereby rents to Lessee, identified by their name and signature on their contract, the personal property described, subject to all terms and conditions of this contract. Lessee in consideration thereof, acknowledges and agrees as follows:

1. **INSPECTION.** Lessee acknowledges they have personally inspected the equipment, finds it suitable for their needs and in good condition, that they understand its proper use and agrees to inspect the equipment prior to and during use and notify Lessor of any defects.
2. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If equipment becomes unsafe or in disrepair, Lessee agrees to discontinue use and notify Lessor who will replace the equipment with similar equipment in good working order, if available. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise.
3. **WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS. EITHER EXPRESSED OR IMPLIED.** There is no warranty that the equipment is suited for Lessee's intended use, or that it is free from defects.
4. **HOLD HARMLESS AGREEMENT.** Lessee agrees to assume the risks of, and hold Lessor harmless for, property damage and personal injuries, including attorney fees, caused by the equipment or damages arising out of Lessors negligence. Lessee shall indemnify and hold Lessor harmless from any claims of third parties for loss, injury and damage to their persons and property arising out of Lessee's possession, use, maintenance or return of equipment, including legal cost incurred in defense of such claims. This hold harmless includes damages that may result from acts of any governmental agency prohibiting or impeding Lessor from performing its respective obligations. Lessee agrees to hold Lessor harmless from any damages caused by third party theft of identity or credit card information.
5. **PROHIBITED USES.** Use of equipment in the following circumstances is prohibited, and constitutes a breach of contract: (a) Use for illegal purpose or in illegal manner, (b) Improper, unintended use or misuse. (c) Use by anyone other than Lessee or his employees, without Lessor's written permission. (d) Use at any location other than the address furnished to Lessor without Lessor's written permission, except a trailers location as it pertains to (d).
6. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** Lessor may assign its rights under this contract without the Lessee's consent, but will remain bound by all obligations herein. The Lessee may not sublease or loan the equipment without Lessor's written permission. Any purported assignment by the Lessee is void.
7. **TIME OF RETURN.** Lessee's right to possession terminates on expiration of the agreed rental period and retention or possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing, recording or digital document.
8. **RETURN OF EQUIPMENT.** At the termination of this agreement, Lessee shall return all of the Equipment to Lessor's premises during Lessor's regular business hours, clean, full of fuel and in the condition as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Lessors regular business hours. If Lessor has agreed to deliver the Equipment to Lessee or to pick up the Equipment from Lessee, Lessee shall be responsible for all losses or damage to the Equipment from time of delivery to Lessee and until picked up by Lessor.
9. **DAMAGED OR LOST EQUIPMENT.** Lessee agrees to pay for any damage to or loss of equipment, as an insurer, regardless of cause, except reasonable wear and tear, while equipment is out of the possession of Lessor. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost equipment. Equipment damaged beyond repair will be paid for at its REPLACEMENT COST when rented.
10. **DAMAGE WAIVER.** This modifies Lessee's responsibility stated in Paragraph #9. For damage waiver charge, provided the Lessee takes reasonable precautions to protect equipment, Lessor assumes risk of damage to equipment, for the first \$500, after which max covered loss is \$15,000 with Lessee paying \$1,500 deductible except the following risks assumed by the Lessee:
  - a. Loss by damage, vandalism, malicious mischief, and theft.

- b. Loss or damage resulting from overloading, exceeding rated capacity, misuse, abuse, or improper servicing of equipment.
  - c. Damage to tires and tubes caused by blowout, bruises, cuts or other causes inherent in the use of equipment.
  - d. Loss due to mysterious disappearance or wrongful conversion by a person entrusted with equipment.
  - e. Damage waiver is null and void if damage is caused by a third party not associated or related to renter. In this instance Lessor reserves the right to collect from Lessee, from the third party causing damage or both..
  - f. Loss or damage resulting from force majeure, including, but not limited to riots, fire, flood, storm, lightning, wind, or other acts of God, explosion, strikes, or lockouts.
- LESSEE UNDERSTANDS DAMAGE WAIVER IS NOT INSURANCE. THE LESSEE IS OBLIGATED TO SUBMIT TO THE LESSOR A POLICE REPORT ON ALL LOSSES COVERED UNDER DAMAGE WAIVER PLAN. Lessee may decline Damage Waiver charge by furnishing Lessor an acceptable Certificate of Insurance, making cash deposit equal to full value of equipment or by signing a written agreement, and in such event the Lessee shall be responsible for all loss of and damage to equipment.
11. **THEFT OF EQUIPMENT.** Lessee agrees to pay for equipment (AT REPLACEMENT COST when rented) for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.
  12. **COLLECTION COSTS.** Lessee agrees to pay all reasonable collection, attorneys and court fees and other expenses involved in the collection of the charges or enforcement of Lessor's rights under this contract.
  13. **REPOSSESSION.** Upon a failure to pay rent or other breach of this contract, Lessor may terminate this contract and take possession of and remove equipment from wherever it is, and Lessor and their agents shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.
  14. **DISCLAIMER OF MANUFACTURE.** Lessee agrees that Lessor is neither the manufacturer of the equipment nor the agent of the manufacturer.
  15. **LOADING AND UNLOADING EQUIPMENT.** If Lessors employees assist in loading or unloading the equipment, Lessee agrees to assume the risk of, and hold Lessor harmless for, any property damage or personal injuries, including damage or injuries attributable to the negligence of Lessor and its employees.
  16. **THEFT.** Lessor at its own discretion may report as stolen all personal property not returned within the date listed in the "Date and Time Due In" section of the contract or if conditions and circumstances indicate theft before that time.
  17. **INSPECTION OF TRAILER HITCH.** Lessee agrees to inspect the trailer coupling mechanism, lights and safety chain before leaving Lessor's premises. Lessee also agrees to inspect the equipment, periodically and to maintain the coupling and chain in a safe and secure condition.
  18. **WAIVER OF CLAIMS.** Lessee waives all claims for personal injury, property damage to the transported equipment or tow vehicle, loss of time or inconvenience arising out of the use of a trailer, or any accident or breakdown.
  19. **ACCIDENT NOTIFICATION.** Lessee will immediately notify Lessor in the event of any accident.
  20. **OVERDUE ACCOUNTS.** Charge Accounts are due and payable net 30 days from date of service. A Service Charge of 2% per month, \$20 minimum will be added to accounts not paid when due. THIS IS AN ANNUAL PERCENTAGE RATE OF 24%.
  21. **CANCELLATION OR CHANGE ORDER. SPECIAL EVENTS** Deposits will be refunded if cancellations are made at least 61 days prior to the event. Half the deposit will be refunded when cancellations are made 31-60 days prior to the event and the entire deposit is forfeited if canceled inside 30 days of the event. EQUIPMENT RENTALS Saturday and Holiday reservations are paid in full at the time of reservation and are non-cancelable, non-refundable.
  22. Lessee agrees to allow Lessor to charge Lessees credit card for all charges related to their rental, including, but not limited to fuel charges, damaged or missing parts, shipping, late charges, or cleaning fees in the event those charges exceed Lessees deposit amount.
  23. In the event of Lessee billable damage, rental charges continue to accrue until repair parts arrive at Lessors location or damages have been repaired by manufacturer or dealer. Lessor agrees to order parts or schedule as quickly as practicable.