

RENTAL CONTRACT TERMS AND CONDITIONS

1. RENT-ALL & SALES, INC. (RASI) hereby rents to the named Lessee the "equipment and supplies" described on the front side of this agreement for the period commencing with the delivery of the equipment to the Lessee and terminating upon RASI acknowledgment of receipt of the return of the equipment or upon RASI giving of 15 days notice.

2. RENTAL CHARGES. The Lessee agrees to pay RASI all rental and other charges and costs at the rates described on the front side of this agreement. Rentals are computed @ 1/6 the daily rate for each hour over a day (24 hours). A one day rental rate for equipment with run time hour meters consists of 9 hours use within a 24 hr period. If run more than 9 hours in a 24 hr. period an additional pro-rata charge will be made.

3. INSPECTION: Lessee acknowledges that he/she has had an opportunity to personally inspect the equipment, and finds the equipment suitable for Lessee's needs and in good condition, and that Lessee understands its proper use. Lessee further acknowledges responsibility to inspect the equipment prior to use and notify RASI of any defects.

4. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the equipment becomes unsafe or in disrepair as a result of normal use. Lessee agrees to discontinue use and notify RASI who will replace the equipment with similar equipment in good working order, if available. RASI IS NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY DELAYS OR OTHERWISE.

5. WARRANTIES. THERE ARE NO WARRANTIES OR MERCHANTABILITY OR FITNESS EITHER EXPRESS OR IMPLIED. There is no warranty that the equipment is suited for Lessee's intended use, or that it is free from defects.

6. PROHIBITED USE. Use of the equipment in the following circumstances is prohibited, and constitutes breach of this agreement.

- Use for illegal purpose or in illegal manner.
- Use when the equipment is in bad repair or is unsafe.
- Improper, unintended use or misuse.
- Use by anyone other than Lessee or Lessee's employees, without RASI's written permission.
- Use at any location other than the address furnished RASI without RASI's written permission.

7. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT. Lessee may not sublease or loan the equipment without RASI's written permission. Any purported assignment by Lessee is void, and Lessee remains bound by all the obligations herein.

8. TIME OF RETURN. Lessee's right to possession of the equipment terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of this agreement. Time is the essence of this agreement. It is understood there will be instances which require extension of this agreement however, any extension must be mutually agreed upon prior to the expiration of the rental period.

9. RETURN DURING BUSINESS HOURS. Lessee agrees to return the rented equipment during RASI's regular hours upon termination of the rental period. In the event the equipment is not returned during RASI's regular business hours, Lessee agrees to pay for any damage to or loss of the equipment occurring between the time of return and the commencement of RASI's next business day. The Lessee further agrees to pay rent until the commencement of RASI's next business day.

10. LOST, DIRTY OR DAMAGED EQUIPMENT. Lessee agrees to pay for loss of or any damage to the equipment, regardless of cause, except reasonable wear and tear (but including acts of God), while the equipment is out of the possession of RASI. Lessee also agrees to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged equipment. Equipment damaged beyond repair will be paid for at its Replacement Value when rented. The cost of repairs will be borne by Lessee, whether performed by RASI, or, at RASI's option, by others.

11. PAYMENT. The Lessee agrees that all charges for rental equipment will be paid in advance, or immediately upon return of equipment. RASI at its sole discretion may allow rental charges to be put on account. Accounts are due and payable in full by the 10th of the month following the date of the invoice. A finance charge will be imposed on any balance remaining unpaid thereafter.

12. COLLECTION COSTS. Lessee agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of RASI's rights under this agreement whether or not suit is commenced.

13. REPOSSESSION. Upon a failure to pay rent or other breach of this agreement, RASI may terminate this agreement and take possession of and remove the equipment regardless of its location, without prejudice to any other remedies or claims which RASI might otherwise possess by law or pursuant to this lease agreement, for lease charges payable, damage or loss charges, and collection charges including court costs and attorney's fees, and RASI and its agents shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.

14 INSPECTION OF TRAILER HITCH. Lessee agrees to inspect any coupling mechanism, safety chain, and lights before leaving RASI's premises. Lessee also agrees to inspect the equipment periodically and to maintain the coupling, chain, and lights in a safe and secure condition.

15. WAIVER OF LESSEE CLAIMS. Lessee waives all claims for personal injuries property damage to transported goods, loss of time or inconvenience arising out of the use of the rented vehicle or equipment, or any accident or breakdown.

16. DAMAGE TO PROPERTY TRANSPORTED. Lessee waives all claims for loss or damage to property transported in or on the rented equipment.

17. DAMAGE TO VEHICLE. RASI is not liable for any damage to Lessee's motor vehicle resulting from the use of trailers or from the hauling of rented equipment. The Lessee is responsible for securing rented equipment before transporting it.

18. ACCIDENT AND LOSS NOTIFICATION. Lessee will immediately notify RASI in the event of an accident or loss or disappearance of the equipment.

19. DISCLAIMER OF AGENCY. Lessee acknowledges that he is not the agent of RASI for any purpose.

20. TIRE REPAIR OR REPLACEMENT. Lessee acknowledges that repair and replacement of tires are not included in the rental rate and agrees to pay for the repair or replacement (with an allowance for reasonable depreciation) of any tires returned to RASI in a damaged condition, regardless of the cause of the damage. Reasonable wear and tear is expected.

21. DISCLAIMER OF MANUFACTURE. Lessee agrees that RASI is neither the manufacturer of the equipment nor the agent of the manufacturer.

22. OPERATION. Lessee agrees that all rented equipment shall be used and operated only by persons competent in its operation. If in doubt about proper operation or maintenance procedures. It is Lessee's responsibility to consult RASI prior to acceptance of the equipment. Lessee further agrees not to operate the equipment in a careless or negligent manner, or to operate the vehicle or equipment at excessive speed, while intoxicated, or under the influence of any drugs.

23. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

24. INDEMNIFICATION: Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, directors, successors, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs, and expenses, including attorneys fees, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by lessee or lessor), operation, ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of lessee to perform or comply with the conditions of this lease.

Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such action is commenced naming lessor as a party, lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessor for all costs, expenses, and attorney's fees incurred by lessor in such defense.

The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

Purpose of this Clause: It is understood and agreed by the parties that the purpose of this clause is to completely shift the risk of all claims relating to or arising out of the lease of the equipment to lessee hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of lessor.

25. CRIMINAL STATUTES. State law provides criminal penalties in the event of an unlawful taking, theft, or disposition of personal property. such action is a felony punishable by fine and/or imprisonment. The Lessor at its sole discretion may report as stolen, all equipment held beyond five (5) days from return date, or before if conditions indicate theft.