

**1. INSPECTION, REPAIRS, AND MAINTENANCE.** REN-TOOLS, LLC, CALLED 'DEALER' IN THIS CONTRACT, IS REQUIRED TO SUPPLY THE EQUIPMENT IN GOOD OPERATING CONDITION. CUSTOMER ACKNOWLEDGES BY SIGNING THIS CONTRACT HE HAS HAD AN OPPORTUNITY TO PERSONALLY INSPECT THE EQUIPMENT, HAS RECEIVED INSTRUCTIONS FROM DEALER FOR THE SAFE USE OF THE EQUIPMENT, INCLUDING MANUFACTURER'S SAFETY WARNINGS AND INSTRUCTIONS, IF ANY, AND ACCEPTS THE EQUIPMENT AS BEING SUITABLE FOR HIS NEEDS AND IN GOOD OPERATING CONDITION, AND THAT HE UNDERSTANDS ITS PROPER AND SAFE USE. THE CUSTOMER AGREES THAT HE WILL PAY ALL COST OF REPAIRS DURING THIS RENTAL PERIOD, INCLUDING LABOR, MATERIALS, PARTS AND OTHER ITEMS EXCEPT FOR NORMAL WEAR AND TEAR. "NORMAL WEAR AND TEAR MEANS THAT DETERIORATION WHICH OCCURS, BASED UPON THE USE OF THE EQUIPMENT UNDER NORMAL WORK CONDITIONS FOR WHICH THE EQUIPMENT IS INTENDED, WITH QUALIFIED PERSONAL PROVIDING PROPER OPERATION, MAINTENANCE, AND SERVICE, WITHOUT NEGLIGENCE CARELESSNESS, ACCIDENT, OR ABUSE OF THE EQUIPMENT. IF REPAIRS EXCEEDING NORMAL WEAR AND TEAR ARE NECESSARY TO RETURN THE EQUIPMENT TO GOOD OPERATING CONDITION UPON RETURN OF THE EQUIPMENT, CUSTOMER AGREES TO PAY DEALER FOR THE REPAIR, PARTS, AND LABOR AT PRICES CHARGED BY DEALER FOR SIMILAR REPAIRS, PARTS, OR LABOR. IN FORCE AT THE TIME SUCH REPAIRS, PARTS, OR LABOR ARE SUPPLIED OR PERFORMED. **2. REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** IF THE EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR, CUSTOMER AGREES TO DISCONTINUE USE AND NOTIFY DEALER. IF THE EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR DURING PROPER USE OF THE EQUIPMENT, THE DEALER WILL, IN ITS SOLE DISCRETION, EITHER TERMINATE THE LEASE UPON RETURN OF THE EQUIPMENT, REPAIR THE EQUIPMENT, OR REPLACE THE EQUIPMENT WITH SIMILAR EQUIPMENT. DEALER 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 EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE OR THAT IT IS FREE FROM DEFECTS. **4. INDEMNITY AND HOLD HARMLESS AGREEMENT.** CUSTOMER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS DEALER, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE EQUIPMENT OR BREACH OF THIS CONTRACT BY CUSTOMER. REGARDLESS OF WHETHER SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF DEALER. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CUSTOMER AND DEALER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CUSTOMER TO INDEMNIFY AND PROTECT DEALER FROM THE CONSEQUENCES OF DEALER'S OWN NEGLIGENCE; WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. CUSTOMERS SHALL CONTACT DIG TEST 811 PRIOR TO DOING ANY EXCAVATION WITH THE EQUIPMENT. **5. PROHIBITED USES.** USE OF THE EQUIPMENT IN THE FOLLOWING CIRCUMSTANCES IS PROHIBITED AND CONSTITUTES A BREACH OF CONTRACT: 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 CUSTOMER OR HIS EMPLOYEES WITHOUT DEALER'S WRITTEN PERMISSION; USE AT ANY LOCATION OTHER THAN THE ADDRESS FURNISHED DEALER WITHOUT DEALER'S WRITTEN PERMISSION. **6. ASSIGNMENTS, SUBLEASES, AND LOANS OF EQUIPMENT.** DEALER MAY ASSIGN HIS RIGHTS UNDER THIS CONTRACT WITHOUT CUSTOMER'S CONSENT BUT WILL REMAIN SOUND BY ALL OBLIGATIONS HEREIN. CUSTOMER MAY NOT SUBLEASE OR LOAN THE EQUIPMENT WITHOUT DEALER'S WRITTEN PERMISSION. ANY PURPORTED ASSIGNMENT BY CUSTOMER'S VOID. **7. TIME OF RETURN.** CUSTOMER'S RIGHT TO POSSESSION TERMINATES ON THE EXPIRATION OF THE RENTAL PERIOD AND RETENTION OF 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. **8. LATE RETURN.** CUSTOMER AGREES TO RETURN THE RENTED EQUIPMENT DURING DEALER'S REGULAR STORE HOURS UPON TERMINATION OF THE RENTAL PERIOD. IF NOT TIMELY RETURNED, THE RENTAL RATE SHALL CONTINUE UNTIL THE EQUIPMENT IS RETURNED. **9. UNCLEAN, DAMAGED OR LOST, EQUIPMENT.** CUSTOMER AGREES TO PAY FOR ANY LOST, STOLEN, OR MISSING EQUIPMENT AND AGREES TO PAY FOR REPAIRS TO DAMAGED EQUIPMENT AND CLEANING OF UNCLEAN EQUIPMENT INCLUDING: 1. LOSS OR THEFT OF ACCESSORY EQUIPMENT, SUCH AS WELDING LEADS, ELECTRIC CORD, BITS, BATTERIES, HOSES, ETC. 2. LOSS CAUSED IN WHOLE OR IN PART BY CUSTOMER'S NEGLIGENCE OR ABUSE. 3. MYSTERIOUS OR UNEXPLAINED DAMAGE OR DISAPPEARANCE. 4. THEFT BY PERSON(S) ENTRUSTED WITH THE EQUIPMENT. 5. ANY LOSS OR DAMAGE WHATSOEVER TO TRUCK(S) AND SCAFFOLD. 6. DAMAGE TO OR FLAT TIRE(S). 7. DAMAGE DUE TO NEGLIGENCE OR ABUSE TO EQUIPMENT, REGARDLESS OF CAUSE, EXCEPT REASONABLE WEAR AND TEAR WHILE THE EQUIPMENT IS OUT OF THE POSSESSION OF DEALER AND UNTIL THE EQUIPMENT IS RETURNED TO THE DEALER OR AN AUTHORIZED REPRESENTATIVE OF THE DEALER. CUSTOMER ALSO AGREES TO PAY A REASONABLE CLEANING CHARGE FOR EQUIPMENT RETURNED UNCLEAN. ACCRUED RENTAL CHARGES CANNOT BE APPLIED AGAINST THE PURCHASER COST OF REPAIR OF DAMAGE OR LOST EQUIPMENT. EQUIPMENT DAMAGED BEYOND REPAIR WILL BE PAID FOR AT ITS FAIR MARKET VALUE WHEN RENTED. THE COST OF REPAIRS WILL BE BORNE BY CUSTOMER, WHETHER PERFORMED BY DEALER OR AT DEALER'S OPTION BY OTHERS. CUSTOMER AGREES TO FURNISH DEALER A POLICE REPORT ON ALL LOSSES. **10. DAMAGE WAIVER.** THE DAMAGE WAIVER (DW) IS A PROGRAM OFFERED BY REN-TOOLS LLC THAT ENABLE THE CUSTOMER TO REDUCE THEIR POTENTIAL FINANCIAL LIABILITY ON RENTAL EQUIPMENT IF IT IS STOLEN OR DAMAGED. THE DW IS NOT INSURANCE. THE DW ONLY COVERS THE RENTAL EQUIPMENT (PHYSICAL LOSS). THE CUSTOMER IS ALWAYS RESPONSIBLE FOR LIABILITY OCCURRING FROM THE USE OF THE EQUIPMENT (HARM TO PERSONS, OTHER PROPERTY, AND ENVIRONMENT). THE FEE FOR THE DW IS 15% OF RENTAL AMOUNT. THE DEDUCTIBLE IS 20% OF THE REPAIR/REPLACEMENT COST ON COVERED EVENTS AND DAMAGE. ALL RENTAL CUSTOMERS AUTOMATICALLY ELECT THE DW FEE UNLESS CUSTOMER PROVIDES PROOF OF INSURANCE COVERAGE. WHAT IS COVERED? WERA CAUSED BY NORMAL OPERATING CONDITIONS. THEFT AND VANDALISM, AS LONG AS CUSTOMER HAS MADE REASONABLE EFFORT TO KEEP EQUIPMENT IN A SAFE ENVIRONMENT. INCIDENTS THAT CAUS DAMAGE THAT ARE OUTSIDE THE CUSTOMERS REASONABLE CARE, CUSTODY AND CONTROL. ALL COVERED INCIDENTS ARE SUBJECT TO TO THE 20% DEDUCTIBLE. WHAT IS NOT COVERED? NEGLIGENCE AND ABUSE ARE NOT COVERED. REN-TOOLS PERSONEL WILL DETERMINE IF THE LOSS OR DAMAGE OF ANY RENTED ITEM WAS CAUSED BY CUSTOMER NEGLIGENCE OR ABUSE. IF, IN THE OPINION OF REN-TOOLS LLC PERSONEL THE DAMAGE OR LOSS WAS DUE TO CUSTOMERS NEGLIGENCE OR ABUSE, THE CUSTOMER IS SOLELY RESPONSIBLE TO BRING THE RENTED ITEM(S) BACK TO THEIR ORIGINAL CONDITIONOR PAY FOR THE ITEM IF IT IS DEEMED DAMAGED BEYOND REPAIR. **11. TIME OF PAYMENT.** UNLESS CASH PAYMENT IS MADE IN ADVANCE, THEN PAYMENT IS DUE AND PAYABLE IN ELLIS COUNTY, TEXAS THIRTY (30) DAYS AFTER THE DATE OF EACH INVOICE. ALL PAST DUE AMOUNTS SHALL BEAR INTEREST AT THE HIGHEST CONTRACTUAL RATE OF INTEREST ALLOWED BY THE FINANCIAL CODE. **12. SUIT AND COLLECTION COSTS.** CUSTOMER AGREES THAT ANY SUIT ON OR BY REASON OF CUSTOMER'S OBLIGATION UNDER THIS CONTRACT MAY BE BROUGHT AGAINST HIM IN ELLIS COUNTY, TEXAS, WHERE PERFORMANCE IS TO OCCUR. CUSTOMER AGREES TO PAY ALL REASONABLE COLLECTION, ATTORNEY'S AND COURT FEES, AND OTHER EXPENSES INVOLVED IN THE COLLECTION OF THE CHARGES OR ENFORCEMENT OF DEALER'S RIGHTS UNDER THIS CONTRACT. **13. REPOSSESSION.** UPON A FAILURE TO PAY RENT OR OTHER BREACH OF THIS CONTRACT, DEALER MAY TERMINATE THIS CONTRACT AND TAKE POSSESSION OF AND PEACEABLY REMOVE THE EQUIPMENT FROM WHATEVER IT IS LOCATED, AND DEALER AND HIS AGENTS SHALL NOT BE LIABLE FOR ANY CLAIMS FOR DAMAGE OR TRESPASS ARISING FROM THE REMOVAL OF THE EQUIPMENT. **14. LOADING AND UNLOADING EQUIPMENT.** CUSTOMER IS RESPONSIBLE FOR LOADING AND UNLOADING THE EQUIPMENT. IF DEALER'S AGENTS OR EMPLOYEES ASSIST IN LOADING AND UNLOADING THE EQUIPMENT, CUSTOMER AGREES TO ASSUME THE RISK OF AND HOLD HARMLESS DEALER, ITS AGENTS AND EMPLOYEES, FOR ANY PROPERTY DAMAGE OR PERSONAL INJURIES, REGARDLESS OF WHETHER SUCH INJURIES OR DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF DEALER, ITS AGENTS OR EMPLOYEES. **15. DELIVERY AND PICK-UP BY DEALER.** CUSTOMER AGREES TO NOTIFY DEALER OF REQUIRED DELIVERY AND/OR PICK-UP OF EQUIPMENT BY DEALER A MINIMUM OF 24 HOURS BEFORE EQUIPMENT IS TO BE DELIVERED OR PICKED UP AND CUSTOMER SHALL HAVE EQUIPMENT AVAILABLE FOR PICK-UP A MINIMUM OF 3 HOURS PRIOR TO DEALER'S NORMAL CLOSING TIME. DEALER WILL ANY DELIVER OR PICK-UP EQUIPMENT DURING DEALER'S REGULAR BUSINESS HOURS AND IN ACCORDANCE WITH THIS PARAGRAPH. **16. DISCLAIMER OF AGENCY.** CUSTOMER ACKNOWLEDGES THAT HE IS NOT THE AGENT OF DEALER FOR ANY PURPOSE. **17. TIRE REPAIR OR REPLACEMENT.** CUSTOMER ACKNOWLEDGES THAT REPAIR AND REPLACEMENT OF TIRES ARE NOT INCLUDED IN THE RENTAL RATE AND AGREES TO PAY FOR THE REPAIR OR REPLACEMENT OF ANY TIRES RETURNED TO THE DEALER IN A DAMAGED CONDITION REGARDLESS OF THE CAUSE OF THE DAMAGE, REASONABLE WEAR AND TEAR EXCEPTED. **18. FAILURE TO RETURN EQUIPMENT DURING BUSINESS HOURS.** IN THE EVENT THE EQUIPMENT IS NOT RETURNED DURING DEALER'S REGULAR BUSINESS HOURS, CUSTOMER AGREES TO PAY FOR ANY DAMAGE TO OR LOSS OF THE EQUIPMENT OCCURRING BETWEEN THE TIME OF RETURN AND THE COMMENCEMENT OF DEALER'S NEXT BUSINESS DAY. **19. DISCLAIMER OF MANUFACTURER.** CUSTOMER AGREES THAT DEALER IS NEITHER THE MANUFACTURER OF THE EQUIPMENT NOR THE AGENT OF THE MANUFACTURER. **20. USE OF EQUIPMENT.** CUSTOMER AGREES THAT THE EQUIPMENT SHALL BE USED ONLY BY PERSONS COMPETENT IN THEIR OPERATION AND FURTHER AGREES THAT HE IS SOLELY RESPONSIBLE FOR PROVIDING COMPETENT OPERATORS. **21. TITLE.** THIS AGREEMENT IS NOT A CONTRACT OF SALE. TITLE TO THE EQUIPMENT IS AND SHALL REMAIN IN DEALER. **22. ATTEMPTED LEVY.** CUSTOMER WILL GIVE DEALER IMMEDIATE NOTICE

OF ANY LEVY ATTEMPTED UPON SAID EQUIPMENT OR IF SAID EQUIPMENT FROM ANY CAUSE BECOMES LIABLE TO SEIZURE, AND TO INDEMNIFY DEALER AGAINST ALL LOSS AND DAMAGE CAUSED BY ANY SUCH ACTION INCLUDING DEALER'S REASONABLE ATTORNEY'S FEES AND EXPENSES. **23.ADDITIONAL RENT.** RENTAL RATES FOR ONE PERIODIC DAY ARE BASED UPON 8 HOURS PER DAY; FOR ONE PERIODIC WEEK UPON 40 HOURS PER DAY; FOR ONE PERIODIC MONTH UPON 100 HOURS PER MONTH OF A 28 CONSECUTIVE DAY PERIOD. IN THE EVENT THAT THE EQUIPMENT USED LONGER THAN THE ABOVE SPECIFIED TIME FOR ANY PERIOD, RENTAL FOR OVERTIME WILL BE CHARGED AS FOLLOWS: PERIODIC DAILY BASIS=1/8TH OF THE DAILY RATE FOR EACH HOUR USED IN EXCESS OF 8 HOURS IN ANY ONE DAY; PERIODIC WEEKLY BASIS=1/40TH OF THE WEEKLY RATE FOR EACH HOUR USED IN EXCESS OF 40 HOURS IN ANY ONE WEEK. PERIODIC MONTHLY BASIS=1/160TH OF THE MONTHLY RATE FOR EACH HOUR USED IN EXCESS OF 160 HOURS IN ANY MONTHLY PERIOD OF 28 CONSECUTIVE DAYS.

**24. DEPOSIT AND RESERVATION AMOUNT.** DEPOSIT DOES NOT COVER REPLACEMENT AND/OR REPAIR OF DAMAGE TO EQUIPMENT BUT CAN BE APPLIED TOWARD CLEANING CHARGES, LATE RETURN CHARGES, REPAIR OR REPLACEMENT OF ANY DAMAGE TO OR LOSS OF THE EQUIPMENT AND MAY COVER TOTAL CHARGES. DEALER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIM OR DAMAGES INCLUDING CONSEQUENTIAL DAMAGES INCURRED BY CUSTOMER, ARISING OUT OF DEALER'S INABILITY TO SUPPLY EQUIPMENT PREVIOUSLY RESERVED DUE TO EVENTS BEYOND DEALERS CONTROL. IN SUCH EVENT, CUSTOMER'S SOLE REMEDY SHALL BE LIMITED TO REFUND OF THE RESERVATION AMOUNT, IF ANY, PAID TO DEALER.

**25. SEVERABILITY.** THE PROVISIONS OF THIS AGREEMENT SHALL BE SEVERABLE SO THAT THE INVALIDITY, UNENFORCEABILITY OR WAIVER OF ANY OF THE PROVISIONS OR PORTIONS THEREOF SHALL NOT AFFECT THE REMAINING PROVISIONS OR PORTIONS THEREOF. **26.NOTICE OF NON-WAIVER.** THE FAILURE OF THE DEALER AT ANY ONE OR MORE TIMES TO INSIST UPON STRICT PERFORMANCE BY THE CUSTOMER OF THE CONDITIONS AND TERMS OF THIS AGREEMENT SHALL NOT BE CONSTRUED AS A WAIVER OF THE DEALER'S RIGHT TO DEMAND STRICT COMPLIANCE. **27.INTEGRATION.** THIS AGREEMENT COMPRISES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND IT IS ACKNOWLEDGED THAT THERE ARE NO UNDERSTANDINGS, REPRESENTATIONS, WARRANTIES OR PROMISES, VERBAL OR OTHERWISE, PERTAINING TO THIS AGREEMENT OR TO THE CONTRACT.

**SIGNATURE** \_\_\_\_\_ **DATE**