

RENTAL CONTRACT TERM AND CONDITIONS

The Lessor hereby rents to the Lessee, identified by the signature on this contract, the personal property described, subject to all terms and conditions of contract. The Lessee in consideration thereof acknowledges and agrees as follows:

1. **INSPECTION.** The Lessee acknowledges that he has personally inspected the equipment, finds it suitable for his needs and in good condition, that he understands its proper use and agrees to inspect the equipment prior to use and notify the Lessor of any defects. He further agrees to check levels of motor oil, water, and antifreeze, hydraulic fluids and refill if low and grease fittings daily.
2. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT. IF EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Lessee agrees to discontinue use and notify the Lessor immediately who will repair or replace the equipment with similar equipment in good working order if available. The Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise.
3. **WARRANTIES. THERE ARE NO WARRANTIES OR MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED.** There is no warranty that the equipment is suitable for the Lessee's intended use, or that it is free from defects.
4. **HOLD HARMLESS AGREEMENT.** The Lessee agrees to assume the risks of, and hold the Lessor harmless for property damage and personal injuries caused by the equipment and/or arising out of the Lessor's negligence. The Lessee shall indemnify and hold the Lessor harmless from any claims of third parties for loss, injury and damage to their persons and property arising out of the Lessee's possession, use, maintenance or return of equipment, including legal cost incurred in defense of such claims.
5. **PROHIBITED USES.** Use of equipment in the following circumstances is prohibited and constitutes a breach of contract: (a) Use for illegal purposes or in illegal manner. (b) Improper, unintended use or misuse. (c) Use by anyone other than the Lessee or his employees without the Lessor's written permission. (d) Use of any location other than the address furnished the Lessor without the Lessor's written permission.
6. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** The 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 the Lessor's written permission. Any purported assignment by the Lessee is void.
7. **TIME OF RETURN.** The Lessee's right to possession terminates on expiration of 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 to in writing.
8. **RETURN OF EQUIPMENT.** At the termination of this agreement, Lessee shall return all of the equipment to Lessor's premise during Lessor's regular business hours, in the condition and repair 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 Lessor's 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.** The 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 the Lessor. Accrued rental charges cannot be applied against the purchase of cost or repair of damage or lost equipment. Equipment damaged beyond repair will be paid for at Replacement Cost when rented.
10. **DAMAGE WAIVER.** This modifies the Lessee's responsibility stated in Paragraph #9. For damage waiver charge, provided the Lessee takes reasonable precautions to protect equipment, the Lessor assumes risk of damage to equipment up to \$5000.00 repair or replacement cost except the following risks assumed by the Lessee.
 - a. Damage by vandalism, malicious mischief and theft.
 - b. Any items of equipment or part thereof which is not returned for whatever reason including theft.
 - c. Loss or damage resulting from overloading, exceeding rated capacity, misuse, abuse, or improper servicing of equipment.
 - d. Damage to tires and tubes caused by nails, blowouts, bruises, cuts, or other miscellaneous causes inherent in the use of equipment. Tire repair is at customer's expense. Tires must be repaired by service approved by Lessor.
 - e. Loss due to mysterious disappearance or wrongful conversion by person entrusted with equipment.
 - f. Damage or loss occurred while in transit due to improperly securing the equipment or due to accident of Lessee's vehicle.
 - g. Damage waiver is null and void if damage is caused by third party not associated or related to Lessee. The Lessor reserves the right to collect from person of company causing damage.

THE LESSEE UNDERSTANDS THAT THE DAMAGE WAIVER IS NOT INSURANCE. THE LESSEE IS OBLIGATED TO SUBMIT TO THE LESSOR A POLICE REPORT ON ALL LOSSES COVERED UNDER THE DAMAGE WAIVER PLAN. The Lessee may decline Damage Waiver charge by furnishing the Lessor an acceptable Certificate of Insurance, making cash deposit equal to full value of equipment or by signing a written agreement, and at such event the Lessee shall be responsible for all loss of and damage to equipment.

CUSTOMER SIGNATURE: _____

DATE: _____

11. **THEFT OF EQUIPMENT.** The Lessee agrees to pay for equipment (at replacement cost when rented) for all types of theft or mysterious disappearances. Damage Waiver does not cover theft.
12. **COLLECTION COST.** The Lessee agrees to pay all reasonable collection, attorneys and court fees and other expenses involved in the collection of the charges or enforcement of the Lessor's rights under this contract.
13. **REPOSSESSION.** Upon a failure to pay rent or other breach of the contract, the Lessor may terminate this contract and take possession of and remove equipment from wherever it is, and the Lessor and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.
14. **DISCLAIMER OF MANUFACTURE.** The Lessee agrees that the Lessor is neither the manufacturer of the equipment nor the agent of the manufacturer.
15. **LOADING AND UNLOADING EQUIPMENT.** If the Lessor's employees assist in loading or unloading the equipment, the Lessee agrees to assume the risk of, and hold the Lessor harmless for any property damage or personal injuries including damage or injuries attributable to the negligence of the Lessor and its employees.
16. **THEFT.** That the Lessor of its own discretion may report as stolen all personal property not returned within the date listed in the "Due In" section of the contract or if conditions and circumstances indicate theft before that time. The Lessee hereby agrees to hold Lessor harmless from any claim of liability whatsoever resulting from or arising out of Lessor reporting the property stolen. Furthermore, the Lessee agrees to indemnify and defend Lessor, its employees and agents from any claim or liability arising out of Lessor reporting said theft which includes any damages sought for false imprisonment, intentional or negligent infliction of emotional distress, false detention or any and all damages, losses or liabilities.
17. **INSPECTION OF TRAILER HITCH.** The Lessee agrees to inspect the trailer coupling mechanism, safety chains and hooks before leaving the Lessor's premises. The Lessee is responsible for attaching safety chains and hooks before leaving the Lessor's premise. The Lessee is responsible for inspecting to be sure the trailer ball is the correct size for the trailer coupler. The Lessee also agrees to inspect the equipment periodically (every 50 miles), and to maintain the coupling and chain in a safe and secure condition.
18. **WAIVER OF CLAIMS.** The Lessee waives all claims for personal injury, property damage to the transported equipment, loss of time or inconvenience arising out of the use of a trailer, or any accident or breakdown.
19. **DAMAGE TO BUMPERS.** The Lessor is not liable for damage to the Lessee's bumper or vehicle done by hitches, trailer balls, and chain hooks.
20. **ACCIDENT REPORTING AND INDEMNIFICATION.** In the event of any accident resulting in property damage or bodily injury arising from the use of equipment while it is in the Lessee's possession, the Lessee hereby expressly agrees to assume responsibility for himself, his employees and agents and assigns negligence and agrees to indemnify, defend, and hold the Lessor harmless from any claim or action arising therefrom, including any cost and attorney's fees incurred in the connection therewith. The Lessee agrees to notify the Lessor immediately in case of any accident and to obtain the names, addresses, phone numbers and other pertinent information from all parties involved.
21. **OVERDUE ACCOUNTS.** Accounts are due and payable at the termination of the rental period. A service charge may be assessed on all overdue accounts.
22. **NOTICE OF NON-WAIVER/SERVABILITY.** Any failure of the Lessor to insist upon strict performance by the Lessee as regards to any provision of this agreement shall not be interpreted as a waiver of the Lessor's right to demand strict compliance with all other provisions of this agreement against the Lessee or any other person. The Provisions of this agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.
23. **USED PRODUCT SALES – TERMS AND CONDITIONS.** Buyer agrees that all used products sold by Grand Rental Station are on an "AS IS" and "WITH ALL FAULTS" basis. No warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE are made.
24. **SITE PREPARATION.** The Lessee agrees to have the site clean and clear of obstacles that prevent access or installation of tents/equipment. Delays because of failure to have site ready for installation will result in additional charges.
25. **PERMITS AND LICENCES.** The Lessee agrees prior to installation to obtain at the Lessee's expense, all necessary insurance, permits, license, and other consents.
26. **UNDERGROUND OBSTRUCTIONS.** The Lessee agrees to inform the Lessor in writing of the existence of any underground pipes, cables, wiring conduits, irrigation lines, etc. and mark, or caused to be marked, such underground obstructions before the installation of equipment. The Lessor shall not be responsible for any damage to these items caused by or arising from Lessee's failure to notify Lessor or to mark the location of these obstructions.
27. **DELAYS.** The Lessor shall not be liable to the Lessee for any delay or failure in the delivery, installation, or removal of equipment to Lessee because of fire, natural disturbances, acts of God, adverse weather conditions including high winds and storms, riots, acts of government authorities or the like, and contingencies of transportation.

**** By Signing this contact I (The Customer/Lessee) agree to the terms and conditions stated above and I agree to have read or will read and ensure that I understand the safety instructions and/or Addendums, if applicable, before using the Rented Item(s). My signature also constitutes the acceptance of the Rental Item(s).**