

TERMS AND CONDITIONS

Lessor hereby rents to Customer the Equipment described on page 1 ("Equipment") subject to the provisions on page 1 and 2. "Customer" means the person signing this Agreement and any other person or organization to whom charges are to be billed, his employer, partner, all of whom shall be jointly and severally liable hereunder.

1. Equipment is the property of Lessor and except as otherwise provided herein, shall be returned by Customer in the same condition as received ordinary wear and tear excepted, to the place from which rented on the day specified or sooner upon Lessor's demand. Any extension of time under this Rental Agreement must be made in writing and approved by an officer of Lessor. Customer understands that if the Equipment covered by this Agreement is not returned by due date that the Customer may be guilty of conversion and be subject to criminal prosecution.
2. Customer shall pay Lessor on demand at the regional office designated herein all rental, and other charges and sums in accordance with this Agreement, all sales and use taxes imposed in respect to Equipment and this Agreement, and expenses, including reasonable attorney' fees, incurred in collecting same. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvement upon which Equipment is employed. Rentals are F.O.B. the branch office designated herein unless otherwise specified.
3. Equipment shall be used solely in Customer's home or business and kept only at its place of home or business, and shall not be moved without prior written consent of Lessor. Equipment shall be used only within its rated capacity by safe, careful and competent personnel. Customer shall notify Lessor immediately of any accidental damage or failure involving Equipment, and promptly furnish Lessor all information writing and assistance as needed. IF EQUIPMENT IS USED IN VIOLATION OF THIS PARAGRAPH, OR IS OBTAINED FROM LESSOR BY FRAUD OR MISREPRESENTATION, OR IS USED IN FURTHERANCE OF ANY ILLEGAL PURPOSE, ALL USE OF EQUIPMENT IS WITHOUT LESSOR'S PERMISSION.
4. Customer shall perform all normal periodic and other basic service, if Equipment fails to operate properly or needs repair, Customer shall immediately cease using and notify Lessor.
5. With respect to Equipment, all loss of or damage thereto from any cause whatsoever while on rental or in Customer's care, custody and control, whether or not due to fault of Customer including but not limited to Lessor's negligence, fire, flood, theft, comprehensive losses, collision and upset, and acts of God, shall be the sole responsibility of Customer and shall be paid to Lessor promptly upon receipt of invoice. Customer further agrees, at Customer's sole cost and expense, to secure and maintain in force during the entire term of this Agreement insurance satisfactory to Lessor for the benefit of Lessor against all the foregoing risks, if Equipment is used or operated without Lessor's permission or in violation of this Agreement or is lost or damaged under the following circumstance: (i) use or operation of Equipment (ii) operation or use of Equipment in a manner inconsistent with the Manufacturer's instructions; (iii) loss or damage to Equipment during periods of riot, strike or civil commotion; (iv) reckless, careless or abusive operation or use; and any other such use or operation, whether or not Equipment is damaged, is a use in violation of this Agreement.
6. Customer shall defend , indemnify and hold harmless Lessor,affiliated companies, their officers, agents, and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death and property damage, sustained by any person or persons, including but not limited to employees of Customer, as a result of the maintenance, ownership, use , operation, storage, dismantling, servicing or transportation of Equipment, whether such bodily injury, death, or property damage are due or claimed to be due to any negligence of Lessor, employees or agents of Lessor or any other person.
7. Customer shall comply with all state, federal and local laws and regulations affecting Equipment and its use and operation and shall defend, indemnify and hold harmless from all loss, liability or expense resulting from actual or asserted violations of any such laws, requirements or regulations.
8. This contract of rental only is not assignable by Customer, and Customer shall not be deemed an agent or employee of Lessor for any purpose. Customer shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold harmless from all loss, liability and expense by reason thereof. Use of Equipment by others than Customer or its employees approved in writing in advance by Lessor shall be at Customer's sole risk. Lessor shall not be liable for loss of or damage to any property left, stored, loaded or transported by Customer or any other person in or upon Equipment, whether or not due to the negligence of Lessor, its agents and employees, (A) at any time, whether Equipment then be in possession of Customer, or Lessor or any one else, or (B) at any place, including with out limitation any of Lessor's garages or locations. Customer hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof, and agrees to indemnify and hold Lessor's, its agents and employees, harmless from and against all claims arising out of such loss or damage, from and against all loss, liability and expense caused or arising out of Customer's failure to comply with the terms of this Agreement.
9. Lessor will in no event have liabilities for damages as a result of the supplying of Equipment or its use or the furnishing of any services hereunder.
10. This instrument expresses the entire Agreement between the parties. Customer's execution of this instrument and/or acceptance of delivery of any part of Equipment to be furnished hereunder will constitute Customers acceptance of the provisions contained herein, and the exclusion of any terms and conditions otherwise stated by Customer.
11. In the event of a loss, theft, or damage to Equipment, Customer agrees to notify Lessor immediately by telephone, and thereafter to promptly report in writing to Lessor and the public authorities (where required by law or Lessor) all information relating hereto. Customer shall cause its agents and employees to give Lessor and the public authority's proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, theft or damage.
12. In the case of default by Customer, or if Lessor deems itself insecure, Lessor may enter premises where Equipment is located and render inoperative or remove same with or without process of law and without notice or liability to Customer, and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of rent, expense of retaking , court costs and reasonable attorney's fees, and in addition a sum equal to the balance of the rent and any other payments called for hereunder for the remainder of the rental term, as liquidated damages and not as a penalty, Customer shall remain liable for the Equipment or for any loss or damage to the Equipment , notwithstanding such termination.
13. When provided to Customer, Equipment is in Good mechanical condition. Customer shall examine Equipment promptly upon delivery and promptly notify Lessor of any evidence that the Equipment is not in such condition. If during Customer's use of Equipment during the terms of this Agreement or any extensions thereof, Equipment is found by Lessor not to be in good mechanical condition as a result of conditions not the responsibility of or caused by the fault or negligence of Customer or employees or agents of Customer's (including but not limited to a failure of a Customer to service or adjust Equipment as required by Article 4), Customer will notify Lessor , whereupon Lessor will then at its option; (a) repair or suitably replace Equipment within a reasonable time during Lessor's normal working hours, the commencement or running of the term of this Agreement to be tolled for the period Equipment is "down" , or (b) remove Equipment and terminate this Agreement and refund prepayments of rental charges, if any, for the unexpired Agreement term, less whatever is due Lessor for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to Equipment to Lessor's representatives so as to enable Lessor to meet its responsibilities hereunder. Notwithstanding the previous paragraphs, Customer agrees to indemnify Lessor, Its subsidiary and affiliated companies, and their officers, agents and employees to the extent provided in the other terms and conditions of this Agreement.

THE FOREGOING IS IN LIEU OF (a) ALL WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING , BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (b) ALL OBLIGATIONS OR LIABILITIES ON THE PART OF LESSOR FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING, MAINTENANCE, USE, OPERATION, STORAGE, DISMANTLING OR TRANSPORTATION OF EQUIPMENT.

Lessor will not be liable for infringement of any type resulting from the leasing, performance or use of Equipment and services provided hereunder. Any failure of performance by Lessor which is due to causes beyond Lessor's control, including but not limited to acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, and delays of suppliers shall not be deemed to be default by Lessor.

14. Should Customer fail to pay any invoice to Lessor in accordance with the terms of Lessor's invoice? Customer shall pay to Lessor interest on such delinquent payment until paid at the maximum rate allowable by the laws of the jurisdiction in which Lessor's branch office renting the Equipment. That venue is any action brought under or out of the contract will be in Fort Mill, York County, South Carolina.

15. Lessor shall have the right to issue and circulate theft notices, cause warrants to be insured for the taking into custody of Customer, his agent, partner or employee, and/or take any other steps which Lessor shall reasonably deem necessary to recover Equipment if Equipment is not returned at the time specified herein or sooner as permitted by the terms of this Agreement. Customer hereby releases Lessor from, and agrees to indemnify Lessor against all claims for damages or losses which Customer or any other party may sustain as a result of any action taken by Lessor under the preceding sentence. All Charges are subject to final audit.

I HAVE READ AND UNDERSTAND THE CONDITIONS AND TERMS OF THIS CONTRACT, AS STATED ON SIDE 1 (INVOICE) AND THIS SIDE (2), AND ACCEPT & AGREE TO THESE TERMS. BY MY SIGNATURE I HEREBY AUTHORIZE AND AGREE TO PAY FOR ANY CHARGES , FOR DAMAGE, FOR CLEANING, OR EXTRA RENTAL CHARGES DUE TO UNTIMELY RETURN. I UNDERSTAND THAT THESE CHARGES COLLECTED FOR AT THE TIME OF RETURN

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