



RENTAL TERMS & CONDITIONS

1. Lessee agrees to use the equipment in a careful, prudent manner, and to comply with all laws, regulations, rules or ordinances of lawfully constituted authorities. Lessee further agrees not to loan, sublet, mortgage or otherwise dispose of or alter equipment without the prior written consent of Lessor.
2. The Rental Period for the equipment begins at the time it leaves the Lessor's premises and continues until it is returned, unless mutually agreed. The Rental Period will be calculated daily, weekly or 4 weekly, part of day being charged as if it were a full day. Lessee will only authorize suitably qualified persons to operate equipment. Lessee is responsible for costs of transporting and installation of equipment to and from Lessor's premises.
3. It is agreed that the equipment shall be returned to Lessor in the same condition in which it was received by Lessee less normal wear and tear: and that Lessee shall be responsible for all damage, repairs, and maintenance while the equipment is in Lessee's possession. Lessee shall also be responsible for any costs to return the equipment to its condition as received plus an administration charge of fifteen per cent (15%). Lessee shall take care of normal needs of the equipment, including daily checking of general condition, replacing batteries, supplying consumables and other routine maintenance. If the equipment becomes disabled, Lessor will not be responsible for furnishing substitute equipment, and will for no reason be held liable for special or consequential damages resulting from such disablement.
4. Lessee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the equipment. Lessee shall see that the equipment is not subjected to careless or needlessly rough usage and shall insure that the equipment is not installed in such a manner that it might be considered attached to realty.
5. Title to the equipment remains in the Lessor. Lessee shall give Lessor immediate notice in the event any equipment is levied upon, claimed or otherwise for any reason is threatened with seizure or is seized.
6. **LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR FREE AND HARMLESS FROM AND AGAINST ALL LIABILITIES AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES AND REASONABLE COSTS OF COLLECTION) HOWSOEVER ARISING OR INCURRED, INCLUDING BUT NOT LIMITED TO BASED UPON RECOVERY OF THE EQUIPMENT, DAMAGE TO PROPERTY, OR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF/OR ATTRIBUTABLE TO THE LESSEE'S POSSESSION OR USE OF THE EQUIPMENT.** Delivery dates are quoted without commitment thereto. It is expressly agreed that the Lessor shall not be under any liability to the Lessee arising as a result of late delivery or of the condition of the equipment or otherwise. Lessee further agrees to assume full responsibility for loss or destruction of, or damage to the equipment while in Lessee's possession or in transit. Lessee agrees to pay Lessor in cash for the full value of the equipment in the event the equipment is lost or destroyed, or the full cost of repairs if damaged. Cost of repairs is to be determined solely by the Lessor, and if are undertaken, they are to be done by the Lessor and /or others the Lessor designates. Lessor will not be liable for or reimburse Lessee for any charges not expressly authorized in writing by Lessor. "Full value" means that at the time of any loss or destruction Lessor's replacement cost. Loss shall be include, but is not limited to equipment loss that is unrecovered for whatever number of days the Lessee's insurance carrier deems sufficient time to await a possible recovery before



settling a claim, but in no event more than thirty (30) days. "Destroyed" means damaged to the equipment to the extent that the cost of repairs, determined by Lessor, exceeds the Full Value of the equipment. At all time Lessee has physical possession of the equipment (whether or not Lessee is then being charged with rental fees) Lessee is responsible for, and bears all risk of loss, or damage to the equipment. Lessor's damages are strictly limited to a maximum of all sums paid to Lessor hereunder.

7. Lessee shall, at its own expense, provide and maintain liability insurance in amounts satisfactory to Lessor, including, but not limited to, coverage for the contractual liability of the hold harmless clause contained in Paragraph six (6) above. Lessee shall, also at its own expense, provide and maintain insurance against loss by all risks of physical loss or damage such as at least that normally provided by a contractor's equipment, in an amount equal to the manufacturer's list price. Lessee shall, upon request of Lessor, provide Lessor with certificates of insurance evidencing the coverages required above, and naming Lessor as an insured party under the policies, including any "floater" policies. Such certificates shall provide that Lessor be given at least ten (10) days prior written notice of any cancellation of or material changes in such coverage. Lessee must provide certificates of insurance, if requested by Lessor, before shipment or delivery of equipment to Lessee. If Lessee is self-insured, it shall furnish written evidence of such fact all to the satisfaction of Lessor. **THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE LESSEE OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE LESSEE IN THIS AGREEMENT, OR FOR WHICH THE LESSEE MAY BE LIABLE BY LAW OR OTHERWISE.** If requested by Lessor, Lessee at its own expense shall furnish a bond in the amount of the value of the equipment with sureties satisfactory to the Lessor, to insure fulfillment of this Agreement.
8. Lessee agrees that if it fails to pay the rent when due, or if it commits an act of bankruptcy, goes into receivership, or fails to abide by any of the provisions of this Agreement, or if the Lessor at any time considers in its sole discretion that the equipment ought to be returned, the Lessee will return said equipment forthwith to the Lessor. Lessor has the right and privilege, upon reasonable notice to the Lessee, to inspect the equipment on the premises of the Lessee or wherever located and to observe the use of the equipment. Lessee shall notify Lessor of the equipment's whereabouts at all times.
9. Terms are NET 30 days from date of invoice subject to approval by Lessor's credit department. Invoices will be issued at the first of either, the end of the rental or 4 week period.
10. Credit card customers must complete a credit card authorization form prior to commencement of the rental. Rental charges will be billed at the commencement of the rental. Credits due will be applied on the completion of the rental, including any ancillary charges such as repairs above and beyond normal wear and tear. Additional charges will be applied to the credit card depending on the nature of the rental, either weekly or 4 weekly.
11. The Lessee shall pay the Lessor all cost and expenses, including reasonable Attorney's fees, incurred by the Lessor in exercising any of its rights or remedies hereunder or in enforcing any of the terms, and conditions hereof including but not limited to reasonable costs of collection and or return of the equipment to Lessor. Lessee waives its right to a jury trial in the event of litigation.



- 12. Lessor makes **NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS** for a particular purpose with respect to this rented equipment and hereby disclaims the same. Lessee has inspected the equipment and accepts the subject equipment "AS IS," "WHERE IS," AND "WITH ALL FAULTS."
- 13. There are no oral or written promises, terms, conditions, representations of quality or fitness for any purpose, or warranties, express or implied, concerning the equipment other than those contained herein in writing, if any. Lessor may require Lessee to execute an acceptance of delivery form upon Lessee's receipt of the equipment.
- 14. The liability of the Lessor with respect to this Agreement, or anything done in connection therewith such as the performance or breach thereof, or with respect to the manufactures, sale, deliver, resale, installation or use of any equipment furnished under contract, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided hereinabove, exceed the total rental charges actually paid by the Lessee to Lessor under this Agreement.
- 15. Lessee acknowledges its understanding that the equipment is subject to export control laws and regulations of the United States of America, including the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the Foreign Assets Control regulations. Lessee is responsible for determining whether export or reexport licenses or other authorizations are required for any export, reexport, deemed export, and/or deemed reexport, and for obtaining any such required licenses or authorizations from the United States government and any other relevant government or governments, prior to exporting or reexporting the equipment. Lessee is also responsible for obtaining any required licenses or other authorizations necessary for return of the equipment. Lessee acknowledges its responsibility for ensuring that no unauthorized transfers or diversions of the equipment occur.
- 16. Venue and jurisdiction. **THESE RENTAL TERMS AND CONDITIONS SHALL BE GOVERNED AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS AND EXCLUSIVE VENUE SHALL LIE IN THE COURTS OF HARRIS COUNTY, TEXAS.**

Signature: _____ Date _____

Title: _____

Printed Name: _____