

TERMS AND CONDITIONS OF RENTAL – FIRST CLASS ASSET

In consideration of the renting of the equipment in your cart, without operator, by the undersigned (hereinafter referred to as “Renter”) from the company named in reverse side (hereinafter referred to as the “Dealer”), upon the terms and conditions, and for the price herein specified, it is agreed as follows:

1. **RENTAL PERIOD** One day rental is 1-24 hours.
One week rental is 7 days.
One month rental is 30 days.
2. **RENTAL AND TERM** begins on the date & time specified as “TAKEN OUT” and terminates on the date and time specified as “DUE IN”. Rental charges commence on delivery of equipment to Renter and end upon return of equipment to Dealer’s premises. Dealer may terminate this contract at any time and take possession of the Equipment. Renter pays before picking up equipment. Renter’s right to use the Equipment terminates on the expiration and due dates set forth above unless extended in writing by Dealer.
3. **CONDITIONS OF FIRING, INSPECTION PRIVILEGE AND WAIVER OF DEFECTS.** Renter accepts and rents the Equipment as an “as is” basis. Renter acknowledges receipt of all the Equipment in good working condition and repair and declares that Renter fully understands its proper operation and use. Renter acknowledges and declares that Renter has examined the Equipment and all hitches, bolts, safety chains, hauling tongues, together with all devices and materials used to connect the Equipment to Dealer’s premises upon the expiration and due date hereof in as good condition as when received by Renter, ordinary wear and tear excepted. “Ordinary wear and tear” shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (eight hours per day, five days per week) basis. Renter agrees to pay immediately all charges and costs incurred. There will also be a cleaning charge, varying per machine. A refueling charge will also be enacted if machine is not returned full. This charge will be \$6.95 per gallon.
4. **EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use of the Equipment should it at any time, following the execution of this contract or subsequent agreement become unsafe or in a state of disrepair. Furthermore, the Renter will immediately notify Dealer the Equipment is unsafe or in disrepair and until such time as Dealer has regained possession the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Equipment.
5. **COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of the Equipment by Renter, and Renter agrees, as his sole expense, to comply with all county, state and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and use by the Renter. Renter shall not permit any person who is not legally qualified to use the Equipment.
6. **PERMITTED AREA OF USE OF EQUIPMENT.** Without Dealer’s written consent, Renter shall not remove the Equipment from the county in which it is rented.
7. **RENTER’S LIABILITY FOR MISUSE OF EQUIPMENT.** Renter shall not abuse, harm or misuse the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without Dealer’s written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter’s use and leasing of said Equipment.

Renter agrees to accept all responsibility therefor and shall hold Dealer harmless from any claims or action arising therefrom. Renter shall furnish Dealer with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, in case of the loss or destruction of any part of the Equipment, or of loss of possession thereof, or inability to return the same to Dealer, on the expiration or due date, for any reason whatsoever. Renter shall pay Dealer the actual replacement cost thereof, and in addition thereto Dealer's loss of use of said equipment.

8. **DISCLAIMER OF WARRANTIES.** DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS THE EQUIPMENTS MERCHANTABILITY PR FITNESS FOR ANY PARTICULAR PURPOSE. Renter's sole remedy for any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided the Equipment is returned to Dealer within 24 hours after such failure. Dealer shall not be responsible for any loss, damage or injury to Renter or Renter's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect or failure of the Equipment.
9. **USE OF DEPOSIT, AND LIABILITY FOR LATE PAYEMENT, UPON BREACH BY RENTER.** Renter acknowledges that the purpose and intent of the deposit paid by Renter here under is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each of all the terms, covenants and agreements to the performed by Renter hereunder. Renter agrees to pay a late payment penalty at the rate of one and one half (1.5%) percent per month on all delinquent accounts.
10. **INDEMNIFICATION OF DEALER BY RENTER.** Renter expressly indemnifies and holds Dealer harmless from and against any and all losses, liabilities, damages, injuries, cost, expenses and claims of any and every kind whatsoever , including reasonable attorney fees, in connection with the renting and/or use of the Equipment.
11. **THEFT WARNING.** Failure to return Equipment on the expiration and due date in certain circumstances, will be considered a theft, resulting in criminal prosecution.
12. **TAXES.** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay said taxes, whether said taxes appear as part of this contract or whether said taxes are later claimed by the governmental authority. In the event of a claim by any governmental authority for taxes arising out of this transaction Renter agrees to pay to Dealer said taxes upon demand.
13. **TITLE.** Title to the Equipment is and shall remain in Deale. If the Equipment is levied upon for any reason whatsoever. Dealer may retake the equipment without notice or legal process and may take all action reasonably necessary to do so.
14. **CONSTRUCTION.** All disputes under this Contract shall be decided in accordance with the laws of the Commonwealth of Pennsylvania. The United States District Court for the Eastern District of Pennsylvania, and all state courts in Chester County, Pennsylvania, shall have exclusive jurisdiction with respect to any proceeding arising out of this contract. The paragraph headings used herein are for convenience only and are not to be used in construing the meaning or intent of any of the terms or provisions of this Contract.
15. **DAMAGE WAIVER.** Unless rejected by initializing on the reverse side, by accepting the DAMAGE WAIVER, Renter agrees to pay an additional charge as specified on the reverse. In return therefor,

Dealer agrees to waive certain claims for loss or damage to the Equipment rented as specified below.

16. **THE RENTER IS RESPONSIBLE FOR THEFT OR MYSTERIOUS DISAPPEARANCE OF OUR EQUIPMENT WHILE IN ITS POSSESSION.**
17. **CONFESSION OF JUDGEMENT.** RENTER DOES HEREBY AUTHORIZE AND EMPOWER THE PROTHONOTARY OR CLERK OF ANY ATTORNEY OF ANY COURT RECORD. FOLLOWING THE OCCURRENCE OF A BREACH OF THE TERMS OF THIS CONTRACT BY RENTER TO APPEAR FOR AND TO CONFESS AND ENTER OR JUDGEMENTS AGAINST RENTER, IN FAVOR OF DEALER, ITS SUCCESSORS AND ASSIGNS, AND ANY OTHER HOLDER HEREOF, FOR WHICH THIS, OR A TRUE COPY HEREOF, SHALL BE A SUFFICIENT WARRANT, FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS CONTRACT, 33% THERE OF ADDED FOR COLLECTION FEES, AND WITH COSTS OF SUIT AT ANY ONE OR MORE TIMES AFTER A BREACH OF THIS CONTRACT, WITH OR WITHOUT DECLARATION FIELD, WITH THE RELEASE OF ALL ERRORS AND WITHOUT STAY OF EXECUTION.
18. **ATTORNEY FEES.** In the event that the Renter breaches this Contract, Renter agrees to pay all costs and reasonable attorney's fees of Dealer incurred as a result of said breach.
19. **ADDITIONAL WAIVERS.** RENTER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLE WAIVES ANY AND ALL RIGHTS RENTER MAY HAVE TO TRIAL BY JURY, AND TO RAISE COUNTERCLAIMS IN CONNECTION WITH ANY LITIGATION ARISING OUT OF THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DELAYING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF DEALER.
20. **AUTHORITY TO BIND.** The person executing this Contract warrants and represents that he/she authorized to sign this Contract on behalf of Renter and that, by signing this Contract, he/she is binding Renter to the terms of this Contract.
21. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties and their heirs, successors and assigns.

DAMAGE WAIVER CHARGE

If Renter pays damage waiver charge (DWC) as specified, subject to limitations and exclusions below we agree to modify the terms of this contract and relieve Renter of liability for accidental damage to the Equipment, and for loss due to fire, collision, windstorm, upset or riot. We exclude from this waiver, however, any loss or damage due to theft, misuse or abuse, theft by conversion, intentional damage & mysterious disappearance or other loss due to your failure to care for the Equipment as a prudent person would own property, such as securing the Equipment against theft or loss and proper lubrication. In addition, expense supply items such as hammer bits and tires are also excluded from this waiver. IF any such loss tends to indicate a crime that may have been committed, you must file a report to the proper law enforcement authorities or fire department and furnish us with a copy. In addition, if you have insurance for the loss or damage, you shall empower Dealer to exercise all your rights to obtain recovery under your insurance, and shall cooperate with Dealer to obtain recovery and all insurance proceeds shall be given or assigned to Dealer. This damage waiver will cover any minor accidental damage, as indicated on this Contract.

**THE RENTER MUST ACKNOWLEDGE THESE TERMS AND CONDITIONS BEFORE RENTING FIRST CLASS
ASSET EQUIPMENT**

The Buyer, I hereby acknowledge that I have read all of the above terms and conditions of sale and that I understand that this is an "as is" rental of used goods.

_____ Renters Signature