

## TERMS AND CONDITIONS

1. **INSPECTION.** Customer acknowledges that he has had an opportunity to personally inspect the equipment, and finds it suitable for his needs and in good condition, and that he understands its proper use. Customer further acknowledges his duty to inspect the equipment prior to use and notify Dealer of any defects.
2. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to discontinue use and notify Dealer who will replace the equipment with similar equipment in good working order, if available. 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.** There is no warranty that the equipment is suited for Customer's intended use, or that it is free from defects.
4. **HOLD HARMLESS AGREEMENT.** Customer agrees to assume the risks of, and hold Dealer harmless for, property damage and personal injuries caused by the equipment and/or arising out of Dealer's negligence.
5. **PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract.
  - a. Use for illegal purpose or in illegal manner.
  - b. Use when the equipment is in bad repair or is unsafe.
  - c. Improper, unintended use or misuse.
  - d. Use by anyone other than Customer or his employees, without Dealer's written permission.
  - e. Use at any location other than the address furnished Dealer without Dealer's written permission. (Does not apply to mobile equipment.)
6. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** Dealer may assign his rights under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may not sublease or loan the equipment without Dealer's written permission. Any purported assignment by Customer is void.
7. **TIME OF RETURN.** Customer's right to possession terminates on the expiration of the rental period ("Due In" date & time) 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 goods during Dealer's regular store hours, upon expiration of the rental period ("Due In" date & time). Customer agrees that if the rented goods are held beyond the expiration of the rental period ("Due In" date & time) as designated in the contract, the daily rate as indicated on the contract shall be the agreed contractual rate for the entire period, notwithstanding any lesser periodic rate.
9. **DAMAGED, DIRTY, OR LOST EQUIPMENT.** Customer agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of the Dealer. Customer also agrees to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen goods. Equipment lost, stolen or damaged beyond repair will be paid for at its current list price. The cost of repairs will be borne by the Customer, whether performed by the Dealer, or, at Dealer's option, by others.
10. **TIME OF PAYMENT.** Accounts are due and payable at the termination of the rental period. A carrying charge of 2% per month (ANNUAL RATE OF 26.82%) will be charged on all overdue accounts.
11. **COLLECTION COSTS.** 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.
12. **REPOSSESSION.** Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and remove the goods from wherever they are, and Dealer and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.
13. **INSPECTION OF TRAILER HITCH.** Customer agrees to inspect the trailer coupling mechanism and safety chain before leaving Dealer's premises. Customer also agrees to inspect the equipment periodically (every 100 miles) and to maintain the coupling and chain in a safe and secure condition.
14. **DAMAGE TO BUMPERS.** Dealer is not liable for damage to Customer's bumper or automobile done by detachable hitches, towbars or other detachable equipment.
15. **DAMAGE WAIVER CHARGE. (DWC)** If Customer accepts DWC, Dealer agrees to waive any claim against Customer for **Accidental Damage** to equipment rented under this contract. DWC does **Not** cover **Tire Damage, Vandalism, Theft or Mysterious Disappearance**, DWC IS NOT INSURANCE.
16. **SEVERABILITY.** The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
17. **LOADING AND UNLOADING EQUIPMENT.** Customer is responsible for loading and unloading equipment. If Dealer's employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold Dealer and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Dealer and/or its employees.