

By signing this form, Lessee acknowledges that he/she has received the Operator's Manual and will read the Operators Manual and all safety decals adhered to the machine prior to operating the machine and follow all instructions, warnings and cautions. Furthermore, Lessee agrees that any other operator will be properly Instructed prior to operating the equipment. Lessee further agrees not to modify or alter the machine in any manner and to ensure that no guards, shields and safety features are removed, altered or bypassed. Lessee holds HOYERS EQUIPMENT RENTAL, LLC harmless for injuries or damages while equipment is in Lessee's possession.

Lessee agrees that he/she has had an opportunity to inspect the machine and that the machine is in proper operating condition and that he/she is responsible for any expenses due to damage, loss, theft, fire, etc. up to the full replacement cost of the equipment.

The Lessee hereby agrees to release, waive, and discharge the Lessor and its agents, employees, and representatives from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Lessee or any of the Lessee's property in connection with the loading and unloading of equipment by the Lessor. This release of liability shall be binding upon the Lessee, its successors, assigns, and legal representatives.

Lessee is responsible for proper maintenance and cleaning of equipment while it is in Lessee's possession. A cleaning fee of **\$100.00 OR MORE** will be charged for any equipment returned dirty. Determination of whether or not the equipment needs cleaning is at the sole discretion of the Lessor. Equipment is full of fuel when rented and is expected to be full at time of return. Fuel charge of **\$10.00** per gallon will be charged for any filling required at time of return. Lessee is also responsible for any lubrication required daily, weekly and monthly as notated on specific machine requirements.

Equipment is due back at the time specified on the rental contract. Overtime charges will be charged at 1/4 the daily rate for each hour, or portion thereof, that the equipment is late. Additional overtime charges of 1/4 the daily rate PER HOUR will apply for more than 8 hours of use (hour meter reading) for each day of rental.

(LESSEE) MAY NOT SUBLEASE THE EQUIPMENT OR TRANSFER THIS AGREEMENT OR ANY INTEREST THEREIN OR THE USE OR POSSESSION OF THE EQUIPMENT. IF I SHOULD DO SO, I WILL ASSUME ALL LIABILITY AND COMPENSATE YOU (HOYER'S) FOR ANY LOSS YOU SUFFER AND I MAY BE DECLARED IN DEFAULT OF THIS AGREEMENT. NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION SUITABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE MERCHANTABILITY, CONDITION, QUALITY OR FREEDOM FROM CLAIMS BY ANY PERSON BY WAY OF INFRINGEMENT OR THE LIKE, HAVE BEEN MADE BY YOU. DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE EQUIPMENT. BY RENTING THE EQUIPMENT "AS IS" YOU SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT; WHETHER ARISING THROUGH YOUR NEGLIGENCE OR IMPOSED BY LAW IN NO EVENT SHALL YOU BE LIABLE TO ME FOR INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION LOST USE, REVENUE, OR PROFITS (I AGREE THAT I AM NOT A CONSUMER UNDER ANY APPLICABLE FEDERAL OR STATE STATUTE AND THAT NO CONSEQUENTIAL DAMAGES FOR INJURIES TO PERSONS SHALL APPLY).

INDEMNIFICATION. I AGREE TO INDEMNIFY AND HOLD YOU, YOUR OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEYS FEES FOR ALL INJURIES OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY OCCURRING OR ARISING FROM OR CONNECTED WITH DIRECTLY OR INDIRECTLY MY POSSESSION USE AND RETURN OF ANY OF THE EQUIPMENT. (I AGREE THAT I AM NOT A CONSUMER UNDER ANY APPLICABLE FEDERAL OR STATE STATUTE AND THAT NO CONSEQUENTIAL DAMAGES FOR INJURIES TO PERSONS SHALL APPLY).

Rent, Security, Additional Terms. Risk of loss, Interest. I agree that the rental term is as shown in this agreement unless terminated or extended as provided herein. I agree to pay you as rent for the equipment the sums due for the rental term and that rent due for the rental term is due and payable upon the execution of this agreement. I agree that no credit shall be due or payable for equipment returned or picked up early. I agree that the security deposit (if applicable) will be credited against rental payments and *other* charges accruing hereunder only if I do not fully and faithfully perform all the terms and conditions of this agreement. If I breach any such terms and conditions the security deposit shall be retained by you as additional consideration, and I shall be required to pay, in addition all of the rentals and other charges to be paid by me. I agree not to retain the equipment beyond the "due in time without prior notice to you (either by telephone to the number listed herein or in person) and your prior consent. Unless we otherwise agree at such time you may immediately upon such consent charge my credit card account listed herein with full rental amount to which we agree. I agree that upon execution of this agreement, I assume all risks of loss, theft, damage or destruction, partial or complete of the equipment from any and every cause whatsoever. I agree to pay interest on all unpaid sums due at the higher of the rate of eighteen percent (18%) per annum or the highest permitted by applicable law.

Title: No Fixtures or Accessions. I acknowledge that the equipment is and will at all times remain your property, and I shall keep it free and clear of all levies, liens, charges and encumbrances. I promise to pay on demand any amounts required to release liens against the equipment or to pay any outstanding fines, penalties or fees applicable to use of the equipment during the rental term. During the rental term, I agree not to part with possession or control of the equipment or to sell, pledge, mortgage or otherwise encumber the equipment or any part of it or assign or encumber any interest hereunder. I agree that the equipment shall not be affixed (a) to real estate in such a manner as to become a fixture or a part of real estate or (b) other goods as to become an accession to or a part of such other goods.

Condition. I acknowledge that I have examined the equipment seen it in operation (if appropriate) and that its condition is acceptable. I agree to surrender the equipment to you upon termination of this agreement, in as good order and condition as when received except from reasonable wear and tear resulting from proper use, and if returned unclean, I may be charged a cleaning fee of \$100.00 OR MORE based on company's discretion. I agree to keep and maintain the equipment in good condition, use it in careful and proper manner (including without limitation maintenance of proper fuel, oil, lubricant and fluid levels, where and if applicable) and comply with all applicable laws and regulations.

Property Damage. I acknowledge that I take all responsibility for the location, marking, contract, damaging or in any other way disturbing any and all utilities public or private including cables, wires, lines, runs, pipes or any other such devices connected with the applicable services therein. I acknowledge that you have given me any and all safety instruction necessary to allow me full responsibility for the safe operation of the equipment. I agree to pay any fines, penalties, fees, or financial damages of any type whatsoever in connection with damage caused by my operation of, or your operation on my behalf of the equipment. I agree not to hold you responsible for any said damages, fines, fees, penalties, or financial encumbrances of any type whatsoever.

Repair or Replacement. I agree to immediately discontinue using equipment that becomes unsafe or in state of disrepair. And to immediately notify you of such fact. You have the option to make such equipment operable within reasonable time, provide me with a similar piece of equipment or adjust the rental charge. However, if such equipment is unsafe or in disrepair because of my improper use or maintenance, I will bear the expense of such replacement or repair, or at your option, be declared in default.

Default. I agree that any of the following shall be an event of default: (a) fail to pay when due any rent or other amounts due hereunder; (b) I fail to perform any of my covenants or obligations herein line using without limitation lite prohibition on transfer); (c) you determine that any representation here in or in any other document executed and delivered by me in connection herewith shall have been Inaccurate or untrue when made; (d) I die, dissolve, cease doing business or sell or transfer all or substantially all of my assets; (e) any voluntary or involuntary bankruptcy or insolvency proceeding. or assignment for tile benefit of creditors, Is filed or otherwise commenced in respect of me; (f) I become Insolvent or generally don't pay my debts as they become due; or (9) any breach or default by me occurs under any other agreement between us.

Remedies Upon Default. I agree that upon a default by me you may take one or more of the following action: (a) proceed arbitration to enforce my performance of the applicable covenants and provisions hereunder or to recover damages for the breach hereof; (b) cancel this agreement; (c) directly or by your agent enter upon my premises or other premises where the equipment may be located and take possession of the equipment and thereupon my right to the possession of the equipment shall absolutely cease and this agreement be cancelled. (f) **EXPRESSLY WAIVE (1) NOTICE AND THE RIGHT TO A HEARING PRIOR TO SUCH RETAKING OF POSSESSION, AND (2) ANY DIRECT OR CONSEQUENTIAL DAMAGE OCCASIONED BY SUCH TAKING OF POSSESSION (SINCE I AM NOT A CONSUMER UNDER APPLICABLE LAW, NO CONSEQUENTIAL DAMAGES LIMITATION FOR INJURIES TO PERSONS SHALL APPLY).** I agree to pay all costs and expenses (including the cost of retaking, together with reasonable attorneys' fees) incurred by you in exercising any of your rights or remedies hereunder or in enforcing this agreement. For any cancellation under this paragraph, I agree that you should be entitled to retain all rents and additional sums paid by me plus all Insurance proceeds and other sums, if any received by you or to which you are entitled and you shall be entitled by to recover all rentals accrued and unpaid for the period up to and Including the date of such cancellation, plus all additional sums payable by me, for which I am liable or for which I agreed to indemnify you.

Limitation on Remedies. You and I agree that all disputes shall be resolved by arbitration. I agree that I have no right to reject or revoke acceptance or equipment or to cancel this agreement. I agree that if you fail to meet any of our obligations my exclusive remedy will be to notify you of such deficient performance 30 days prior to filing an arbitration claim. I agree in such event you may repair or replace any deficient equipment or make a rental charge adjustment, and that your liability for losses or damages resulting from any cause shall be limited to the rental fee of the particular equipment involved in such losses or damage.

Liquidation Damages for Unpaid Rent. I agree that you shall be entitled to recover Immediately, as liquidated damage for unpaid rent and not as a penalty, a sum equal to the total of: (a) all rentals or other sums due and owing for any item of equipment up to the date of return to or repossession by you; (b) any expenses and lesses incurred by you in connection with the repossession, holding, repair, subsequent sale or lease or disposition of the equipment, including reasonable attorney's fees in incurred in collection with the enforcement or protection of your rights hereunder for any of the foregoing; (c) this stipulated loss value for any item of equipment that I fail to return to you. convert or destroy or which you are unable to repossess; and (d) this stipulated loss value for items of equipment returned to you less (i) the present value of the proceeds of relenting of such Items of equipment for the remaining term hereof. or (ii) if such item is sold, the net proceeds of such sale. Present value should be computed on the basis of a discount rate of six percent (6%) per annum and the discount rates for any releasing will be compounded on the respective dates on which rents will be payable.

Damage Waiver Agreement. **HOYERS EQUIPMENT RENTAL, LLC** waives its right to collect amounts from Customer exceeding the lesser of 10% of replacement value of the Equipment, 10% of the cost of repairs, or \$500.00 plus state and local taxes, from losses arising from theft of or direct physical damage to the Equipment. **HOYERS EQUIPMENT RENTAL, LLC** will not waive any claim for loss or damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment: or resulting from intentional abuse or misuse of the Equipment. Customer shall pay a fee equal to 15% of the rental charges under the Rental and Service Agreement, plus applicable state and local taxes, in exchange for participation in the damage waiver as set forth in this Addendum.

Entire Agreement. By signing any page, I agree that this agreement is our entire agreement and may not be changed without our mutual written consent.