

Terms and Conditions

This is a contract for the leasing of personal property (more particularly described on the reverse side and hereinafter referred to as "ITEM(S)") from GOSS RENTAL CENTER hereinafter referred to as "LESSOR" to the person or entity identified on the reverse side (Bill To) hereinafter referred to as "LESSEE".

- A. **EXCLUSION OF ALL WARRANTIES.** LESSOR DISCLAIMS all warranties expressed or implied including the implied WARRANTIES OF MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE and makes no warranties expressed or implied to LESSEE or any other person in regard to the ITEM(S) rented by LESSEE under this contract.
- B. **INDEMNITY, ASSUMPTION OF DEFENSE AND RELEASE.** LESSEE will indemnify, release and hold LESSOR harmless from any and all claims asserted against LESSOR and/or LESSEE for any and all types of losses and/or damages, including but not limited to claims for general, special and consequential damages, from wrongful death, personal injury and property damage, arising from the use, operation, possession, ownership, lease, malfunction, or failure of the rented ITEM(S) or from any other cause. LESSEE will assume the entire cost of LESSOR'S defense, including but not limited to attorney's fees, against said claims. LESSEE will so indemnify, release and hold LESSOR harmless from said claims and pay for the cost of LESSOR'S defense against said claims whether or not it is claimed or found that said losses resulted in whole or in part from (1) LESSOR'S negligence, (2) the application of the laws of strict liability, (3) the defective condition of said ITEM(S) or (4) from any other cause. LESSEE will release and indemnify LESSOR and assume the cost of LESSOR'S defense, as provided above, against any and all claims which LESSEE may have or cause to occur against LESSOR.
- C. **DISCLAIMER OF LIABILITY.** LESSOR disclaims all liability, including but not limited to, contingent, imputed and direct liability for any and all losses and/or damages, including but not limited to those for wrongful death, personal injury and property damage, suffered or allegedly suffered by LESSEE or any other person arising from the use, operation, possession, ownership, lease, malfunction, or failure of the rented ITEM(S) or from any other cause. This disclaimer is agreed to by LESSEE and applies to all claims for general, special and consequential damages which may be asserted by LESSEE or any other person. This disclaimer applies to all such claims, whether or not the damages or losses giving rise to said claims resulted in whole or in part from: (1) LESSOR'S negligence; (2) the application of the laws of strict liability; (3) the defective condition of said ITEM(S) or (4) from any other cause. LESSEE has read and understands this disclaimer of liability and agrees that said disclaimer is and shall operate as a RELEASE OF LESSOR from any and all liability, which LESSOR may or may not have to LESSEE for any and all of the above described losses or damages which LESSEE may incur.
- D. **INSTRUCTIONS IN THE USE OF ITEM(S).** LESSEE understands and is satisfied with the instructions given to LESSEE by LESSOR for the operation of the rented ITEM(S) or LESSEE refused said instructions when offered by LESSOR because LESSEE is experienced in the use of said ITEM(S). LESSOR makes no warranties or representations as to the correctness of said instructions.
- E. **PHYSICAL CONDITION AND USE OF ITEM(S).** LESSEE requested the rented ITEM(S) on this contract without the assistance or advice of LESSOR and prior to accepting said ITEM(S), examined said ITEM(S) and found it to be in good repair excepting those defects noted in this contract. LESSEE will use said ITEM(S) in a safe and legal manner and only for the purpose for which said ITEM(S) was intended. LESSEE will only use said ITEM(S) at the address indicated by LESSEE in this contract.
- F. **RISK OF LOSS.** LESSEE, from the time the ITEM(S) is rented until said ITEM(S) is returned to LESSOR, shall bear all risk of loss to said ITEM(S) from any cause; the occurrence of such loss shall not relieve LESSEE of any obligation, including but not limited to LESSEE'S rental obligation, under this contract. If said ITEM(S) is damaged, destroyed, lost, stolen or converted, LESSEE, at LESSOR'S option, will bear the cost of: (1) placing the damaged ITEM(S) in the same good condition in which LESSEE received the rented ITEM(S); or (2) replacing the lost, damaged, destroyed, or converted ITEM(S) with like ITEM(S) in the same good condition as the rented ITEM(S) was in when LESSEE received the rented ITEM(S); or (3) paying the replacement cost of said ITEM(S), LESSEE will also reimburse LESSOR for its expenses which will include but not be limited to the wages paid by LESSOR to its employees for services performed in regard to said ITEM(S). LESSEE is also obligated to pay the rental charges for said ITEM(S) until LESSEE either: (1) returns the rented ITEM(S) to LESSOR in the same good condition in which LESSEE received said ITEM(S); (2) replaces the damaged, destroyed, lost, stolen or converted ITEM(S) with like ITEM(S) in the same good condition as the rented ITEM(S) were in when LESSEE received the rented ITEM(S) or (3) pays LESSOR the replacement cost of the rented ITEM(S). If LESSEE has insurance which provides coverage for loss to said ITEM(S), LESSEE agrees to empower LESSOR to make claim upon LESSEE'S insurer on LESSOR'S behalf and to cause LESSOR to be named as an additional insured under said policy. LESSEE agrees to assign all proceeds from said policy to LESSOR.
- G. **ITEMS FAILURE.** LESSEE shall immediately discontinue any use of said ITEM(S) if it is unsafe to use or if said ITEM(S) is not functioning properly and will notify LESSOR within one hour of such occurrence. LESSEE will not attempt any repairs or alterations of said ITEM(S) unless authorized to do so by LESSOR. In the event of ITEM(S) failure LESSOR will, at its option, either: (1) restore said ITEM(S) to operating condition within a reasonable period of time, (2) provide like replacement ITEM(S) or adjust the rental charges for the failed ITEM(S). However, said rental charges will not be adjusted if LESSEE is prevented from using said ITEM(S) for any reason other than the ITEM(S) failure. LESSEE will pay for service calls made in regard to a failed ITEM(S) if the failure was caused by LESSEE'S operation of said ITEM(S).
- H. **TITLE, PERSONAL PROPERTY.** The rented ITEM(S) is, and will at all times remain the property of LESSOR. Said ITEM(S) is, and at all times will be personal property notwithstanding that said ITEM(S) or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property or any improvements thereon. LESSEE shall not assign, transfer, pledge, sublet or otherwise dispose of said ITEM(S).
- I. **RETURN OF ITEM(S) AND CHARGES.** The rental period begins on the date marked (Rental Begins) and ends on the date marked (Est Return) in this contract. All days including Saturdays, Sundays, and Holidays are included in the rental period, unless they are specifically excluded in this contract. All charges are due upon return of the rented ITEM(S) or upon demand by LESSOR. If the rental charges are not paid within 10 days of their due date, LESSOR may recalculate all charges on a daily rental basis. Upon the expiration of the rental period or earlier termination of this contract as to any ITEM(S), LESSEE will return said ITEM(S) to LESSOR in the same good condition in which LESSEE received said ITEM(S), ordinary wear and tear excepted. LESSEE'S failure to timely return the rented ITEM(S) will constitute a conversion and theft of said ITEM(S) and LESSOR may, in addition to exercising its other remedies, issue and circulate theft notices, cause warrants to be issued for the taking into custody of LESSEE, its agent or employee and to take whatever other steps are necessary to recover said ITEM(S). If said ITEM(S) has not been cleaned at the time of its return to LESSOR the LESSEE will pay a cleaning charge. The rental charges shall continue until said ITEM(S) is returned to LESSOR in the same good condition in which LESSEE received said ITEM(S) even if LESSEE keeps said ITEM(S) past the rental period, however, this does not give LESSEE the right to keep possession of said ITEM(S) past the rental period and LESSEE has defaulted if it does so.
- J. **DEFAULT AND REMEDIES.** If any credit, financial or other information submitted to LESSOR by LESSEE is untrue or if LESSEE fails to timely; make payment, return the rented ITEM(S) or perform any other obligation under this contract or any other contract between LESSOR and LESSEE, LESSEE shall be in default and LESSOR may exercise any one or more of the following remedies: (1) declare the entire balance of the rent and all other charges under this contract due and payable immediately and similarly accelerate the balances under any other contracts between LESSOR and LESSEE; (2) sue for and recover all monies due, with respect to any and all of the rented ITEM(S); (3) require LESSEE to immediately deliver said ITEM(S) to LESSOR and (4) enter onto LESSEE'S property and recover said ITEM(S) from LESSEE without becoming liable for trespass. Said remedies are cumulative and in addition to those provided by law and by the other paragraphs of this contract. The failure of LESSOR to exercise any or all of its remedies upon LESSEE'S default will not operate as a waiver of LESSOR'S right to exercise said remedies for said default. LESSEE agrees to pay, in the event of default on any obligation under this contract, the costs to LESSOR of enforcing this contract, including but not limited to reasonable attorney's fees, costs of repossession and collection costs.
- K. **DAMAGE WAIVER.** If LESSEE pays the Damage Waiver Charge, LESSEE will not be liable for damages to said ITEM(S) from fire, windstorm or riot. If any such loss or damage is possibly the result of a criminal act, LESSEE, even if it pays said Damage Waiver charge, will still be liable for loss or damage to said ITEM(S) due to conversion, burglary, misuse, abuse, mysterious disappearance or LESSEE'S negligence such as improper maintenance. The Damage Waiver is not insurance.
- L. **LIABILITY OF SIGNER.** Both the person or entity identified on Rental Agreement as LESSEE and the person who signs this contract on LESSEE'S behalf agree that they are both obligated to perform all of the duties imposed upon LESSEE by this contract and the said obligation is joint and several.
- M. **ENTIRE CONTRACT.** LESSOR and LESSEE agree and understand that the terms and conditions of the entire rental agreement are set forth here and on all pages of this instrument bearing the same document number, that the same contains all agreements of the parties in regard to said ITEM(S). The paragraph headings and references to LESSEE'S purchase order number, job number or the like are solely for the convenience of the parties and shall not be construed to be a part of, amend, supplement or alter the terms set forth in this contract. This contract cannot be cancelled, terminated, extended, amended or altered without the written consent of LESSOR.
- N. **LAW TO BE APPLIED.** The law of the state in which said ITEM(S) are rented shall apply to this contract.