

## CONTRACT AGREEMENT

Lessee acknowledges receipt of the described personal property. The parties agree that the property was inspected by Lessor and personally examined by Lessee at the time of delivery to and acceptance by Lessee and that the property was in good and serviceable condition.

Title to the rented property is, and at all times shall remain in Lessor. Only the parties hereto and such other persons whose names are endorsed hereon are authorized to use said property, and Lessee will not permit said property to be used by any other person or at any address other than the place designated hereon without the express consent of Lessor.

Parties agreed that Lessor is not the manufacturer of said property nor the agent of the manufacturer and that no warranty against patent or latent defects in material, workmanship or capacity is given.

Lessee agrees that in the event any of the property becomes unsafe or in a state of disrepair, Lessee will immediately discontinue the use thereof and promptly return it to Lessor. Upon receiving such property, if its condition is not the fault of the Lessee, Lessor agrees to replace such property with property of like kind and in good working condition, within a radius of (10) miles of this store.

Upon termination of this agreement, Lessee will promptly return the rented property and all attachments and parts belonging thereto, to the Lessor at Lessor's place of business, in the same condition in which such property was received, ordinary wear and tear excepted, and agrees to pay for any damage to or loss of such property while in the possession or control of Lessee hereunder. However, if Lessee is covered by damage waiver, Lessee shall not be liable for damage to the equipment rented, with exception of theft, loss or intentional abuse. Excluded from damage waiver is all glassware, china and table linens. In the event that Lessor must resort to litigation to recover for damages caused to or loss of such property, Lessee also agrees to pay Lessor's reasonable attorney fees and Court costs.

Lessor shall not be liable in any event to Lessee for any loss, delay or damage of any kind or character resulting from defects in or inefficiency of the leased property or accidental breakage thereof.

Lessee agrees to indemnify and save harmless the Lessor against all loss, damage, expense and penalty arising from any action on account of any injury to person or property of any character occasioned by the operation, handling or transportation of the leased property during the rental period or while the property is in the possession or control of Lessee.

Lessee will give Lessor immediate notice of any levy attempted upon said property, or if said property from any cause becomes liable to seizure, and to indemnify Lessor against all loss and damages caused by any such action, including Lessor's reasonable attorney's fees and expense.

Lessee will not retain the leased property beyond the "Due in" time without prior notice to and the consent of Lessor thereto. Lessee will pay rental price in advance or immediately upon the return of property. Lessee agrees to pay all collection charges, including a reasonable attorney's fee, if the rental is not paid when due.

Lessor, at Lessor's sole discretion may report property stolen if held (5) days beyond "Due In" date. Lessor at Lessor's sole discretion, may revert all charges to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not refund on any item out over (30) minutes. Lessor will extend credit for like amount of any item providing Lessee uses this credit within a period of (15) days from the outdate of Contract.

Lessee hereby waives and releases Lessor from all claims for injuries or damages to Lessee arising out of the use of said property by Lessee.

PLEASE READ BOTH SIDES ON THE CONTRACT BEFORE SIGNING. IF HAVING A ISSUE WITH EQUIPMENT, MUST CALL, NO CALL, NO ADJUSTMENTS. IF ITS DURING BUSINESS HOURS OR AFTER HOURS, LEAVE A MESSAGE. THANKS A TO Z.

## TRAILER RENTAL ADDITIONAL TERMS

Lessee accepts full responsibility for any personal property transported on said equipment and agrees to save Lessor harmless from any claim for loss or damage to such property, and further acknowledges that he/she has examined the coupling mechanism and safety chain, that the trailer is securely attached to Lessee's automobile on leaving Lessor's place of business, that Lessee will periodically inspect said equipment and coupling mechanism and chain and maintain them in a safe and secure condition while in use. Lessee further agrees that he/she will not sublet said equipment of assign this lease and will not use or permit use of this equipment with any other automobile. All of the other provisions hereof shall also apply.

---

## USED PRODUCT SALES CONTRACT - TERMS AND CONDITIONS

Lessor hereby sells as used product(s) to the purchaser, identified by his signature on the reverse side of this contract, the product(s) described on the reverse page of this contract subject to all terms and conditions.

The buyer hereby acknowledges that the product(s) described on the reverse side hereof which is the subject of this sale is a "used product" and is being sold on an "AS IS" and "WITH ALL FAULTS" basis.

The Lessor as the seller, makes NO expressed warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE and THE LESSOR does NOT make any implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE or any other warranties unless The Lessor has so provided in writing and the writing is signed by an authorized representative of The Lessor.

The buyer further understands that the entire risk as to the quality and performance of the product(s) purchased is with the buyer and that should the goods prove defective following this purchase, the buyer and not The Lessor will assume the entire costs of all necessary servicing or repairs. Furthermore, the buyer agrees to defend, indemnify and hold The Lessor harmless from all claims or liabilities, whether such claims or liabilities concern loss to property (real or personal) or injury to person, at all times following the execution of this contract. The buyer agrees to pay all court costs and reasonable attorney fees and any other expenses as part of its obligation to defend, indemnify and hold harmless The Lessor from all liabilities, claims, losses, and damages which may be asserted against The Lessor by any persons, partnerships, corporations or other entities under this contract or concerning the product(s) sold.

I, the buyer, hereby acknowledge that I have read all of the above terms and that I understand that this is an "AS IS" sale of used goods:

Buyer's  
Initials

## NEW PRODUCT SALES - TERMS AND CONDITIONS

Buyer agrees that the only warranties provided with this product(s) are those warranties as provided by the manufacturer and that THE LESSOR MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, either expressed or implied.

Buyer's  
Initials