

RENTAL CONTRACT TERMS AND CONDITIONS

(1) The rental equipment has been received in good condition, and will be returned in same condition ordinary wear and tear accepted.

(2) Customer assumes all responsibility for injuries to persons or damages to property and agrees to hold Lessor harmless for any and all claims, of

whatsoever nature, arising out of use of the rental of the equipment while in his custody.

(3) Customer agrees to Lessor’s rights to enter premises of customer at any time to repossess said equipment. Customer hereby waives any rights of

action against owner by reason of such taking or entry and agrees to reimburse Lessor’s cost of repossession if any.

(4) Customer agrees to reimburse Lessor for all attorney fees, an amount not less than 25% of all sums due, court cost and expenses incurred by Lessor

to enforce collection or to preserve or enforce Lessor’s right under this contract.

(5) Customer agrees not to loan, sublet or otherwise dispose of equipment or use it any other location than listed on the face of the contract.

(6) PAYMENT

a. Customer agrees to pay Lessor upon demand:

1) All rates, charges, taxes, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this rental transaction.

2) Replacement cost for any loss or disappearance of equipment due to theft, conversion or other dishonest acts on part of any person or

persons to whom the issued property is entrusted or any person or person in the service or employment of the lessee whether or not occurring during the hours of such service or employment. Lessor reserves the right to consider the property lost, stolen or converted if not returned within TEN DAYS of the date and time printed under the “TIME AND DATE DUE IN” column of the contract.

b. Credit Card

– Customer authorizes that Lessor may bill customer’s credit card at time of reservation or upon receipt of the rented item(s) or upon the return of the item(s).

c. Payment Guarantee

– If I have directed Lessor and Lessor has agreed to bill charges to someone else who

fails to make payment promptly when due, Customer promises to pay Lessor on demand. If Customer directs charges to be billed to another person, Customer represents that he is authorized to give Lessor such direction. Customer understands that he remains individually responsible for all charges even if Customer directed Lessor to bill another person.

d. Final Audit –

CUSTOMER UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Customer authorizes any credits or additional charges to be made and paid by the

method used at the time of the reservation or return.

(7) Customer agrees to pay in full replacement cost, including labor, for all damages to rental equipment due to any cause whatsoever.

(8) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRE

SSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

(9) RENTAL FEES ARE FOR PORTAL TO PORTAL TIME OUT, NOT TIME USED, INCLUDING ANY PERIOD LESSOR IS CLOSED. OVERDUE RATES FOR EQUIPMENT RENTALS ARE COMPUTED @ 1/6 THE DAILY RATE FOR EACH HOUR OVER A DAY (24 HOURS). A ONE DAY RENTAL RATE FOR EQUIPMENT WITH RUN TIME HOUR METERS CONSISTS OF 8 HOURS USE WITHIN A 24 HOUR PERIOD. IF RUN MORE THAN 8 HOURS IN A 24 HOUR PERIOD AN ADDITIONAL PRO-RATA CHARGE WILL BE MADE

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Rental Policies

Accounts All rentals are cash in advance -except for pre-approved charge accounts. Some rentals may require an additional deposit. Deposits vary per item. Deposits are given back upon return of equipment in good condition.

**Payment:** Required at time rental item is picked up. If driver’s license does not show a local address, payment by credit card may be required (excluding open account customers). We accept Visa, Master Card, and Discover.Debit cards may be used for payment, as longas they contain a Visa or Master Card logo.

**Identification**: A valid ID driver’s license is required for ALL rentals.

**Delivery& Pickup**: Delivery service is available. Rates vary according to distance, labor hours required, and type of equipment. Please contact our store for specific price quotes for deliveries.

**Flat Tires**: Flat tires are the sole responsibility of the customer.

**Cleaning**: All equipment is washed and serviced before rental. Additional charges may be added for equipment returned not cleaned.

**Rate Shifts**: Rates are based on equipment being used on a standard eight (8) hours per day, five (5) days a week, twenty-eight (28) days per month cycle billing. Ask for a written quotation for the best possible price when using equipment for an extended period of time.

**Reservations**: Reservations for items are taken on a first come, first serve basis with precedence given to contracts with monies received.

**Responsible Party**: Rented equipment is the responsibility of the customer until Top Line Rental takes possession and inspects unit. In the case that equipment is lost, stolen, or damaged in any way, the customer will be charged the full replacement or repair cost.

ABSOLUTELY NO INSURANCE, LICENSE, SALES TAX, USE TAX, RENTAL TAX, CITY TAX, DMV TAX, OR DELIVER

CHARGES ARE INCLUDED IN OUR PUBLISHED RENTAL RATES.

These policies do not supersede what is stipulated in signed rental contract

Rental period

Minimum - 4 hours, or 1 day depending on equipment

Day Rate - 24 hours

Week Rate - 7 consecutive days to the same time

4- Week Rate - 4 consecutive weeks to the same time

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