

Rental Contract

1 RENTAL TERM: Rental term starts the day equipment is picked up by lessee, or lessee's authorized agent, or is delivered to or for the Lessee, and ends the day the equipment is off rental. Equipment is off rental the day lessee either (1) returns the equipment to lessor's place of business during regular business hours, or (2) notifies lessor of termination of use of equipment and requests lessor to pick up equipment. LESSEE WILL RETURN EQUIPMENT TO LESSOR UNLESS lessor has expressly agreed, in writing, to pick up equipment from lessee, at lessee's expense, in which event each and every provision of this lease will remain in effect for twenty-four (24) hours after equipment is off-rental, which the parties agree is a reasonable time for Lessor to pick up leased equipment. LESSEE SHALL SECURE EQUIPMENT AGAINST THEFT OR UNAUTHORIZED USE. USE OF EQUIPMENT: Lessee agrees that this lease is between lessor and lessee alone; the equipment shall be used EXCLUSIVELY BY LESSEE OR LESSEE'S EMPLOYEES Lessee SHALL NOT SUBLET OR ASSIGN THE LEASED EQUIPMENT, or allow any other person, company or trade to use it, that the equipment will not be removed from the job address. Lessee shall not make any alteration in the equipment, and shall not alter, deface, coverup or conceal any numbering, lettering, insignia or labels displayed on the equipment. INSPECTION: Lessee agrees that he: (a) SHALL INSPECT ALL LEASED EQUIPMENT PRIOR TO RECEIPT by lessee or authorized agent; (b) SHALL INSPECT ALL leased equipment at intended location prior to any use by lessee or lessee's employees; and (c) SHALL MAINTAIN A CONTINUING INSPECTION OF ALL leased equipment at all times throughout the rental term. Unless lessee shall give prior WRITTEN NOTICE to lessee specifying any defect in, or other objection to the equipment, lessee agrees that it shall be conclusively presumed, as between lessor and lessee, that lessee has fully inspected and acknowledged that the equipment was and is in good condition and repair, and that lessee is satisfied with and has accepted and retained the equipment in such good condition and repair. We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS systems) any Rented Item(s) at any time. DISSATISFACTION WITH LEASED EQUIPMENT: If the leased equipment is or becomes, defective or unfit because of accident, obsolescence, OR ANY OTHER CAUSE WHATSOEVER, or the lessee desires to cease the use of the leased equipment for any reason whatsoever, THE LESSEE'S SOLE RIGHT AND REMEDY SHALL BE THE RETURN OF THE LEASED EQUIPMENT TO LESSOR AND THE TERMINATION OF THIS LEASE. In the event that equipment is returned, the charge in no event, shall be less than the transportation costs and the minimum rental as provided. DISCLAIMER OF WARRANTIES AND INDEMNIFICATION BY LESSEE: IT IS UNDERSTOOD THAT LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT HEREIN RENTED NOR THE AGENT OF THE MANUFACTURER. THE PARTIES AGREE THAT LESSOR MAKES NO WARRANTIES. EXPRESS OR IMPLIED. INCLUDING WARRANTY OF MERCHANTABILITY OR THAT THE EQUIPMENT IS. OR WILL BE, SUITABLE FOR ANY PARTICULAR PURPOSE, AND LESSOR MAKES NO REPRESENTATIONS IN RESPECT THERE TO AND LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR FREE AND HARMLESS (AS HEREAFTER DEFINED) FROM ANY AND LIABILITY CAUSED OR ALLEGED TO BE CAUSED DIRECTLY BY THE LEASED EQUIPMENT, BY ANY INADEQUACY THEREOF OR DEFECT THEREIN OR BY ANY INCIDENT IN CONNECTION THEREWITH. NOTIFICATION: Lessee SHALL NOTIFY lessor at all information related to an "Occurrence" involving or in any way related to the leased equipment IMMEDIATELY, but in no event more than 12 hours after lessee's discovery of the same. An occurrence is defined as any disappearance, theft or injury to person or property which is or is claimed to be or appears to be or appears to have been injured or damaged on, by or around the leased equipment. Lessee agrees to SECURE AND MAINTAIN all leased equipment and surrounding premises, in the condition existing at the time of any "occurrence," until such time as the lessor, or any of its authorized agents, investigators, attorneys or other designated persons, inspects or investigates said equipment and/or premises. Lessor shall have the exclusive right to reclaim any "leased equipment" involved in any "occurrence" and to thereafter replace same with comparable equipment. TITLE: To terminate the lease as to any and all items of equipment; (b) to declare the entire rent hereafter immediately due and payable and to pursue all legal remedies in the payment thereof; (c) to retake possession of the leased equipment holding lessee fully liable for all rentals; and (d) to pursue any and other remedies legally to lessor. TERMS OF PAYMENT: Rent is due on the equipment before lessee begins in which case the lessee extends time it is due upon the return of the equipment, LESSEE agrees to pay interest at the rate of 18% per annum on all amounts not paid by LESSEE upon return. In the event any action at law or equity is brought for any rent due, or for damages to equipment, or for the value of any equipment, or for the possession of any equipment wrongfully withheld, the LESSEE agrees to pay all reasonable costs of such action together with reasonable attorney fees of COMPANY's attorneys. Time is of the essence in this contract. NON-RETURNED, UNCLEANED OR DAMAGED EQUIPMENT: Lessee agrees to pay, in addition to the rental charge therefore, the following: (a) The amount set forth herein as the value of the equipment not returned on the date agreed, which in no event shall be less than manufacturer's current list price, (be) for equipment not returned in the condition received, reasonable use excepted, the following: (1) For cleaning either: [a.] the amount lessor pays therefore plus 15 percent overhead, or [b.] if lessor cleans it, lessor's usual charges therefore, and the parties agree that equipment returned to lessor with paint, plaster or foreign matter on it will be subject to a cleaning charge, as not reasonable use. (2) For damaged equipment if specifically is agreed that lessor shall have no responsibility to repair and if the original manufacturer will repair it, lessee will pay the charge therefore, plus 15 percent overhead, but if the original manufacturer will not repair it, lessee will pay manufacturer's current list price. ATTORNEY'S FEE: Lessee agrees to pay lessor all costs and expenses, including collection charges and attorney's fees, in enforcing the terms of this agreement. LOADING AND UNLOADING: Loading and unloading of the leased equipment in lessor's yard SHALL BE supervised and directed by lessee who assumes all responsibility therefore. Lessee agrees to indemnify and hold lessor free and harmless from any and all liability for loss, damage or other injury which occurs while equipment is being loaded or unloaded. INDEMNIFICATION: Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, is agents, employees, officers, directors, successors, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs, and expenses, including attorneys fees, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by lessee or lessor), operation, ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of lessee to perform or comply with the conditions of this lease. Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such action is commenced naming lessor as a party, lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessee for all costs, expenses, and attorneys fees incurred by lessor in such defense. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease. PURPOSE OF THIS CLAUSE: It is understood and agreed by the parties that the purpose of this clause is to completely shift the risk of all claims relating to or arising out of the lease to the equipment to lessee hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of lessor. SAFETY REGULATIONS: LESSEE SHALL: (1) erect, maintain and use the leased equipment in a safe and proper manner, (2) comply with all applicable laws ordinances, rules, regulations and orders of any public authority, including but not limited to, ALL FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) and State regulations, having jurisdiction for the safety of persons or property, and (3) comply with any rules or regulations promulgated by lessor with respect to the leased equipment, its manner of erection and use. Lessee acknowledges receipt of lessor's Operating instructions and/or Code of Safe Practice, and agrees that lessee and all lessee's employees will AT MINIMUM comply with its provisions and all other safety provisions described herein. Lessee agrees to indemnify and hold lessor free and harmless from any and all liability for loss, damage or personal injury which results from non-compliance with any portion of this Paragraph, or from non-compliance with any law, regulation or other safety order. SAFETY EQUIPMENT: Lessee agrees that LESSOR DOES NOT RENT SAFETY EQUIPMENT of any type, including but not limited to, nets, lanyards, belts, ropes and grabs. Lessee agrees to OBTAIN, PROVIDE and USE all safety equipment, and to indemnify and hold lessor free and harmless from any liability which results from non-compliance with this Paragraph. CARTAGE: Lessee agrees to pay to lessor its usual cartage charges for delivery and pickup of equipment. Time spent by lessor's driver locating the equipment, dismantling scaffold, loading, etc., will be charged at lessor's then currently hourly rate WAIVER OF SUBROGATION: Lessee hereby waives all rights in and to any and all claims of subrogation that it may have against the lessor existing in the laws of Tennessee which are within the power of the lessee to waive. EXECUTION OF LEASE: The parties agree that this contract is entered into at the main office of the lessor. This lease is binding when duly executed by a proper officer or agent of lessor and when duly executed by a proper officer of the lessee or by any employee, agent, teamster, or other person authorized by lessee, orally or in writing, to execute said lease upon lessee's behalf. ACKNOWLEDGEMENT OF RECEIPT BY LESSEE'S EMPLOYEE, AGENT, TEAMSTER OR OTHER AUTHORIZED PERSON SHALL CONCLUSIVELY CONSTITUTE LESSEE'S AGREEMENT TO THIS LEASE. ENTIRE AGREEMENT: This lease embodies the entire agreement of the parties. It may not be modified or terminated except as provided herein or by other written agreement of the parties. If any provision herein is declared invalid, it shall be deemed amended to comply with applicable law. PERSONAL PROPERTY: The equipment leased is and at all times remains personal property, notwithstanding that it, or any part of it may now be or hereafter become in any manner attached to, imbedded, or permanently resting on real property or any building or improvement thereon, or attached in any manner to what is permanent, as by means of cement, plaster, nails, bolts, screws, or the like. ALTERATION OF EQUIPMENT: Lessee shall not, without the prior written consent of lessor, remove the leased equipment from the location described on Page 1, or relinquish possession of the same, nor shall lessee make any alteration or improvements in the leased property without first having obtained such written consent. INSURANCE: Lessee shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof, and shall carry comprehensive public liability and property damage insurance with contracture liability, but lessee's failure to have such insurance shall not lessen lessee's obligation herein. APPLICABLE LAW: This lease shall be governed by and construed under the laws of this state. PHYSICAL DAMAGE: LESSEE acknowledges that the equipment noted on this invoice is in good working order and accepts the same for use. LESSEE further acknowledges that any loss or damage to the equipment, ordinary wear and tear excepted, is the obligation and responsibility of LESSEE at LESSEE's expense. LESSOR shall notify LESSEE of any damage to equipment upon return and bill accordingly and LESSEE agrees to remit within ten days any billing or damage and should LESSEE fail to do so LESSOR may pursue collection at LESSEE's expense including actual attorney's fees and court costs if by law allowed. LESSEE IS LIABLE TO LESSOR FOR LOSS OF OR DAMAGE TO THE EQUIPMENT FROM FORESEEABLE HAZARDS EXISTING UNDER THE CIRCUMSTANCES IN WHICH THE LEASED EQUIPMENT IS USED. (1) ANY CORROSION CAUSED BY INDUSTRIAL EMISSIONS INTO THE ENVIRONMENT IN WHICH THE EQUIPMENT IS USED. (2) LOSS OR DAMAGE CAUSED BY THE USE OR OPERATION OF THE EQUIPMENT IN VIOLATION OF THE RENTAL AGREEMENT. (3) LOSS DAMAGE OCCURRING WHILE THE EQUIPMENT IS BEING LOADED, UNLOADED, TRANSPORTED OR TOWED. If you pay the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below. Lessor agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented Item(s) on this contract, up to a maximum of \$1500. We exclude from this waiver, however, any loss or damage due to theft, burglary, misuse or abuse, any Fire or Glass damage, theft by conversion, intentional damage, mysterious disappearance or other loss due to your failure to care for the rented item(s) as a prudent man would his own property, such as proper lubrication. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement authorities and furnish us with a copy. In addition, if you have insurance for the loss or damage, you shall exercise, and shall empower us to exercise, all your rights to obtain recovery under insurance, shall cooperate with Lessor to obtain recovery and all insurance proceeds shall be given or assigned to Lessor. By acknowledging and signing this rental agreement you are granting permission to contact you on Southern Restoration and Rentals the mobile phone number associated with this rental. This can be by phone, text, and email. You retain the right to revoke text permission at any time. By consenting via this agreement, you grant permission for Southern Restoration and Rentals to contact you for any reason. Reasons we may contact you include: suspecting fraud or suspicious activity, status of rental, past due rentals, troubleshooting, equipment training, notification of late payments, and/or collection efforts. Southern Restoration and Rentals will NOT provide your information to any outside sources for solicitation or marketing purposes. Messages & data rates may apply. DELIVERY & PICKUP In the course of delivering goods or services, we expressly disclaim any responsibility for property damage incurred, whether directly or indirectly, arising from the delivery process. Recipients are advised to inspect and secure their premises, and any claims related to property damage shall be deemed outside the scope of our liability. Any special requests should be made before the delivery to both the counter personnel and delivery driver. Otherwise the safest most reasonable actions will be taken to complete delivery and pickup. IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, THAT THIS CONTRACT IS TO BE PERFORMED AT THE ADDRESS ON THE FRONT SIDE OF THIS INVOICE, AND ALL PAYMENTS HEREUNDER ARE TO BE MADE AT THAT ADDRESS. IT IS FURTHER AGREED THAT ANY ACTIONS AT LAW OR EQUITY ARISING FROM THIS CONTRACT OR THE SUBJECT MATTER THEREOF MAY BE BROUGHT AT THE ADDRESS ON THE REVERSE SIDE OF THIS INVOICE.

Name Printed _____

Signature _____