

TERMS AND CONDITIONS OF RENTAL

In consideration of the hiring of the Equipment described without operator, by the undersigned (hereafter referred to as the “Renter”) from Bobcat of Connecticut, LLC, including, but not limited to the following dba, Bobcat of Greater Springfield, Bobcat of Connecticut-Stratford, Bobcat of Rhode Island, Bobcat of Worcester and New England Equipment & Rental (hereinafter referred to as the “Dealer”) upon the terms and conditions, and for the price herein specified, it is agreed as follows:

1. **RENTAL AND TERM** begins on the date & time specified as “TAKEN OUT” and terminates on the date and time specified as “DUE IN” unless amended in writing on the reverse of this contract. Rental charges commence on delivery of Equipment to Renter and end upon return of Equipment to Dealer’s premises. Dealer may terminate Rental at any time and take possession of the equipment. Renter agrees to pay, on return of Equipment to Dealer’s premises, all charges and costs for the use thereof. Renter’s right to use the Equipment terminates on the expiration and due dates set forth above unless extended in writing by Dealer.
2. **CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER OF DEFECTS.** Renter accepts and hires the Equipment on an “as is” basis. Renter acknowledges receipt of all of the equipment in good working condition and repair and declares that Renter fully understands its proper operation and use. Renter acknowledges and declares that Renter has examined the Equipment and all hitches, bolts, safety chains, hauling tongues, together with all devices and materials used to connect the Equipment to Renter’s towing motor vehicle, if any, and Renter declares that he has received all of such Equipment in a secure and operative condition. Renter is responsible for loading and unloading the goods. If the Dealer’s employees assist in loading or unloading the goods, the Renter agrees to assume the risk of, and hold the Dealer harmless for any property damage, personal injuries or death, including damage or injuries attributable to the negligence of the Dealer or his employees. Renter agrees to return the Equipment to Dealer’s premises upon the expiration and due date hereof in as good condition as when received by Renter, ordinary wear and tear expected. “Ordinary wear and tear” shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (eight hours per day, five days per week) basis. Renter agrees to pay immediately all charges and costs incurred for repair of the equipment.
3. **EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use of the personal property should it at anytime, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the Renter will immediately notify Dealer that the Equipment is unsafe or in disrepair and until such time as Dealer has regained possession the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Rental Equipment or product.
4. **COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of Equipment by Renter, and Renter agrees at his sole expense, to comply with all municipal, county, state and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the equipment while it is in the possession of and use by the Renter. Renter shall not permit any person who is not legally qualified to use Equipment.
5. **PERMITTED AREA OF USE OF EQUIPMENT.** Without Dealer’s written consent, Renter shall not remove the Equipment from the county in which it is delivered to.
6. **RENTER’S LIABILITY FOR MISUSE OF EQUIPMENT.** Renter shall not abuse, harm or misuse the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without Dealer’s written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter’s use and hiring of said Equipment, renter agrees to accept all responsibility therefore and shall indemnify, defend and hold Dealer harmless from any claims or action arising therefrom. Renter shall furnish Dealer with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, in case of the loss or destruction of any part of the Equipment, or of loss of possession thereof, or inability to return the same to Dealer, on the expiration and due date, for any reason whatsoever, Renter shall pay Dealer the actual replacement cost thereof, and in addition thereto Dealer’s loss of use of said Equipment.
7. **DISCLAIMER WARRANTIES,** DEALER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE EQUIPMENTS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter’s sole remedy for any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided the Equipment is returned to Dealer within 24 hours after such failure. Dealer shall not be responsible for any loss, damage or injury to Renter or Renter’s property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the Equipment.
8. **USE OF DEPOSIT, AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY RENTER.** Renter acknowledges that the purpose and intent of the deposit paid by Renter hereunder is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each of all of the terms, covenants and agreements to be performed by Renter hereunder. Renter agrees to pay a late payment penalty at the rate of one and one half (1.5%) percent per month on all delinquent accounts.
9. **INDEMNIFICATION OF DEALER BY RENTER.** Renter expressly indemnifies, defends and holds Dealer harmless of, from and against any and all claims, loss, costs, damages, attorney’s fees and/or liability for property damage, personal injury or death in connection with the hiring and use of the Equipment regardless of whether a lawsuit is filed and in the event a suit is instituted by Dealer to recover possession of said Equipment, or to enforce any of the terms, conditions or provisions hereof. Renter agrees to pay all costs and reasonable attorney’s fees of Dealer incurred in connection with the enforcement of this agreement.
10. **THEFT WARNING.** Failure to return Equipment on the expiration and due date, in certain circumstances, will be considered a theft, resulting in a criminal prosecution.
11. **TAXES.** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay said taxes whether said taxes appear as part of the face of this contract or whether said taxes are later claimed by the governmental authority. In the event of a claim by any governmental authority for taxes arising out of this transaction, Renter agrees to pay to Dealer said taxes upon demand.
12. **TITLE.** Title to the Equipment is and shall remain in Dealer. If the Equipment is levied upon for any reason whatsoever, Dealer may retake the Equipment without notice or legal process, and may take all action reasonable necessary to do so.
13. **CONSTRUCTION.** The paragraph headings used herein are for convenience only and are not to be used in construing the meaning or intent of any of the terms or provisions of the Rental Contract.
14. **DAMAGE WAIVER.** Unless previously accepted or rejected by a separate written agreement, by accepting the DAMAGE WAIVER, Renter agrees to pay an additional charge as specified on the reverse on specific items as may be posted in Dealer’s office or equal to 15% of the original rental cost. In return therefore, Dealer agrees to waive certain claims for loss or damage to the Equipment rented as specified below, subject to a \$1000 deductible.
15. **GUARANTEE.** The undersigned does in his individual and personal capacity unconditionally guarantees the payment of all amounts due from Renter under this Agreement. This personal guarantee applies only if the undersigned is an officer or is an owner of stock or any other ownership interest in the Renter.
16. **FUTURE RENTALS.** Renter agrees to execute a new rental agreement for all future rentals of equipment from Dealer. In the event that Renter takes possession of Dealer’s equipment without the execution of a new rental agreement, Renter and Dealer agree to be bound by the terms and conditions of this agreement to the same extent as if a new rental agreement had been signed by Renter.

INSURANCE PROCUREMENT:

A. RENTER shall provide and pay for all risk insurance against physical loss or damage to units in an amount equal to the full insurable value of the equipment. Such policies shall name DEALER and its assigns as additional insureds as their interest may appear.

B. RENTER also agrees to provide and pay for, at its own cost and expense, comprehensive general liability insurance, including contractual liability coverage which insures both the RENTER and the DEALER and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for the DEALER and RENTER and shall be in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage.

C. RENTER shall furnish DEALER with certificates of insurance evidencing the coverages set forth above, which shall provide for thirty (30) days prior written notice by registered mail to DEALER of any cancellation or change reducing coverage. The certificate of insurance shall specifically state that the DEALER is an additional insured under the RENTER’S policy of insurance as reflected in Paragraph B above, and that the coverage for the DEALER is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to the DEALER. The insurance so provided shall be effective during the period from the moment of delivery of each unit under lease to RENTER until the moment of return or surrender of possession to DEALER or his authorized representative.

If Renter has insurance covering such loss or damage, Renter shall exercise all rights available to him under said insurance, take all action necessary to process said claim, and Renter further agrees to assign said claim and pay any and all proceeds from such insurance to Dealer. Upon request to Dealer, Renter shall furnish name of his insurance agent, insurance company and complete information concerning insurance coverage carried. Dealer’s waiver of claims against Renter as herein set forth is contingent upon Renter’s prompt making of and submission to Dealer of copy of police report.