

Danny Boy Services LLC
Rental Agreement Terms and Conditions

Company Name ("Renter"): _____

Address: _____

Authorized Company Rep Signature: _____

Printed Name:

Date

This Rental Agreement ("Agreement") is made as of the date shown above, between Danny Boy Services LLC, 1599 Pucketts Dr Lilburn, GA 30047, a Georgia Partnership ("Owner"), and the ("Renter") named above. Owner and Renter agree as follows:

Rental. Renter rents the Equipment from Owner,

Equipment. During the term of the rental and at all times when the Equipment is in the custody of the Renter, Renter shall, at Renter's sole cost and expense, maintain the Equipment in good condition and repair as when received, normal wear and tear excepted. Renter shall deliver and return the Equipment to Owner in as good condition and repair. Renter agrees to compensate Owner to the extent of the full replacement value of each item Equipment, or actual cash value for Equipment rented or otherwise in the custody of Renter not returned or that is returned in a damaged or broken condition due to any cause whatsoever. Renter further agrees to compensate Owner at the daily rental rate for the reasonable time necessary to repair or pay for replacement for any such item of Equipment. Renter shall report the loss of or damage to any Equipment as soon as possible. Any items returned late are charged for until returned. The acceptance of any return of any Equipment does not waive any claims against Renter for any damage to Equipment that may have occurred while in Renter's care custody and control, including any that may be patent or latent or otherwise hidden. For all equipment which is picked up or stored by Owner for ultimate use by Renter, Owner shall be acting as agent for Renter. Renter is responsible and liable for loss of property of others which is transported or stored by Owner for use by Renter during storage and shipping for Renter and when in the possession of Renter.

Payment. For the Equipment rental, Renter shall pay Owner on demand the rental rate ("Rental Rate") charges stated in this Agreement, plus all charges for any optional services and products selected by Renter and applicable taxes. If Owner receives the Equipment after Rental Term ends, or if the equipment cannot be rented to others due to damage or loss to the Equipment, the Renter shall pay the daily Rental Rate until the equipment is repaired or payment for replacement is made. All amounts payable under this Agreement are due upon demand and as to any amount not paid within 45 days after demand Renter shall pay a monthly late charge of 1.5% of the unpaid amount from the date of the invoice until payment occurs.

Renter's Responsibilities. Renter shall immediately report to Owner all accidents, damage, theft and vandalism involving the equipment, and immediately deliver to Owner all legal documents received by Renter relating any legal action resulting there from. Subject to applicable law, Renter accepts Responsibility and shall pay Owner for: (a) the cost to repair damage to Equipment whether caused by Renter or the cause is unknown while the Equipment is in the Renter's care, custody and control, up to the actual cash value of the equipment; (b) any and all vandalism damages that are a direct result of the equipment's theft; (c) any injury to or death of any person and damage to or destruction of any property (relating to Renter's use of the Equipment.)

Renter's Indemnity. Subject to applicable law, and except to the extent caused by the negligence or willful misconduct of Owner and the indemnified parties, Renter shall indemnify, defend, protect and hold harmless Owner and its managers, officers, affiliates, partners, employees and agents from and against: (a) all actual or alleged losses, liabilities, damages, injuries, deaths, claims, demands, costs, reasonable outside attorney's fees, and other expenses incurred by Owner from this rental transaction; (b) all use of Equipment; and (c) any loss of the Equipment's use. Renter may present an insurance claim for such losses, etc., but Renter remains responsible for them.

Insurance. Renter shall provide Owner with certificates of insurance evidencing the following minimum coverages, which certificates shall contain a statement that Renter's insurance is primary insurance for claims arising under this agreement (Renter's failure to provide the certificates does not relieve Renter of its insurance obligations): commercial general liability of \$1,000,000 property damage liability/ \$1,000,000 combined single limit of bodily injury and property damage liability. Renter shall be responsible for all required deductible payments. If the cost to repair equipment damage is less than deductible amount, then Renter shall pay that cost directly to Owner. Subject to applicable law, Owner does not extend any of its Equipment financial responsibility to Renter or anyone else, the Owner's obligation is limited to the legally minimum financial responsibility amounts with the maximum deductible.

Limitation on Owner's Liability. If owner breaches this Agreement, then Owner's liability and Renter's remedy includes providing similar Equipment to renter and to Renter's recovery of the pro rata daily Rental Rate for the period in which Renter did not have use of the Equipment. Each party waives all claims for consequential, punitive and incidental damages that might otherwise be available to the other party.

Legal Matters. This Agreement shall be construed under and governed by Georgia law, without reference to any choice of law provisions. If any legal action is taken to collect payment under or enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable outside attorney's fees and costs in addition to any other relief to which that party may be entitled. With respect to any action relating to this Agreement. Owner and Renter irrevocably submit to the exclusive jurisdiction of the courts of the State of Georgia and the United States District Court having jurisdiction over Gwinnett County, Georgia. owner and Renter each waive: any objection to the laying of venue of any suit or action brought in any such court; (b) any claim that the suit or action has been brought in an inconvenient forum; and (c) the right to claim that court lacks jurisdiction over that party.

Other Provisions. No breach of this Agreement by Owner or Renter is waived by either party unless that party signs a written waiver. This Agreement is not assignable by Renter. If any provision of this Agreement is held invalid or unenforceable in whole or in part, then the validity and enforceability of the remaining provisions, or portions of them, will not be affected. Each person signing this Agreement for Renter represents and warrants that he/she is authorized to sign and deliver this Agreement for Renter and that his/her signature binds Renter to this Agreement. This Agreement contains the entire agreement of Owner and Renter with respect to the subject matter hereof, and may be signed in counterparts.