

EQUIPMENT RENTAL AGREEMENT
FWS Rents, LLC. 770-461-3044

RENTER agrees to abide by all rental terms and conditions in Exhibit A. RENTER authorizes FWS Rents, LLC. to charge the credit card in Exhibit B for all charges described above as well as any damages incurred outside of normal wear and tear.

Exhibit B

Replacement Costs :(Kubota SVL75-2 Skid Steer, \$65,000: Kubota KX040-4R1T Mini Excavator, \$65,000: Kubota MX6000 Farm Tractor, \$35,000: Yellow Trailer, \$35,000: Orange Utility Trailer, \$10,000: Black Utility Trailer, \$10,000: Black Tilt Trailer, \$10,000: Orange Dump Trailer, \$30,000: Track, \$1,500: Bucket, \$1,500: Grapple, \$4,000: Harley Power Rake, \$6,000: Rockhound, \$6,000: Trencher, \$5,000: Auger, \$1,000: Forks, \$1,000: Ratchet Binder, \$75: Chain, \$75)

1. The RENTER shall keep and maintain the rented equipment during the terms of the rental at their own cost and expense. RENTER is solely responsible for the safe use of the equipment which is only to be used in the way intended to by the manufacturer. RENTER shall keep the equipment in a good state of repair, normal wear and tear excepted. The tracks being cut down to the core is not deemed to be normal wear and tear and RENTER will be charged for their replacement.
2. Equipment rented on a daily term is expected to not exceed 8 hours per daily rental, likewise weekly terms should not exceed 40 hours and monthly terms should not exceed 160 hours. If these terms should be exceeded then RENTER will be charged an additional fee. For example if RENTER signs an agreement for 2 days and has used the equipment for 20 hours then RENTER will be charged for an additional 4 hours.
2. The RENTER shall pay FWS Rents, LLC. full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. FWS Rents, LLC.'s invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
3. The RENTER shall not remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior written approval of FWS Rents, LLC. The RENTER shall inform FWS Rents, LLC. upon demand of the exact location of the equipment while it is in the RENTERS's possession.
4. The equipment shall be delivered to RENTER and returned to FWS Rents, LLC. at the RENTER's risk, cost and expense. Rental charges are billed to the RENTER for the full term even if the equipment is returned before the end of the term. If the equipment is not returned during or at the end of the term, then the rental charges shall continue on a full term basis for any additional term or portion thereof until the equipment is returned.
5. No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by FWS Rents, LLC. does not constitute a waiver of any of the rights FWS Rents, LLC. has under the rental agreement.
6. The RENTER agrees to return the equipment with a full tank of fuel. If RENTER fails to return the equipment with a full tank of fuel then the RENTER will be charged for the amount of fuel necessary to fill the tank at the rate stated. RENTER agrees to return the equipment free of mud and debris. If the RENTER returns equipment with mud and debris then the RENTER will be charged a cleaning fee.
7. RENTER agrees to allow FWS Rents, LLC. to charge the credit card recorded in Exhibit B with all fees due under this rental agreement.
- 7.. The RENTER shall allow FWS Rents, LLC. to enter RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the RENTER is in default of any of the terms and conditions of this agreement, FWS Rents, LLC., at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented equipment is stored or used and recover the rented equipment.
8. The RENTER shall not pledge or encumber the rented equipment in any way. FWS Rents, LLC. may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.
9. FWS Rents, LLC. makes no warranty of any kind regarding the rented equipment, except that FWS Rents, LLC. shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after RENTER returns the non-conforming equipment.
10. RENTER indemnifies and holds FWS Rents, LLC. harmless for all injuries or damage real or personal of any kind and for repossession and for all consequential and special damages for any claimed breach of warranty.
11. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by FWS Rents, LLC. in protection of its rights under this rental agreement and for any action taken by FWS Rents, LLC. to collect any amounts due the FWS Rents, LLC. under this rental agreement.
12. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of RENTER.

Fayette Wrecker Inc. has no Liability or Responsibility for actions or expectations which may occur under this agreement.