



RENTAL AGREEMENT

General

Prior to shipment, delivery, or pick up of equipment, the Customer (Lessee) acknowledges and agrees to the Rental Agreement Terms and Conditions of AMP Equipment LLC (Lessor), herein also referred to as AMP, as follows:

- First-time Customers must pay in advance. Customers with established accounts are Net 10.
- The Customer (Lessee) shall at his own expense, protect, keep, and maintain in their custody, the equipment herein rented, in a good state and in good working order as when received.
- The Customer shall not sub-lease said equipment or assign this rental agreement to any other person, firm, or corporation. Said equipment shall remain under the immediate exclusive control, supervision, and direction of the Customer (Lessee).
- Equipment shall only be used by qualified employees, and/or agents who have a thorough working knowledge of rented items. No allowance will be made for the Customer's inability to operate properly functioning equipment.
- Customer shall show proof of adequate insurance to cover the value of the rented equipment, including in-transit coverage equal to the replacement value of the equipment and loss of income (rental fees). In the event rented equipment is damaged, or destroyed by any casualty, or is lost, stolen, or missing, the Customer shall be liable to AMP for the replacement value, or cost thereof as determined by the actual cost to AMP to replace, or repair the same, with no allowance for reason that any part was not used by the Customer. The Customer specifically agrees that the value of the leased equipment, in the event of any loss, or damage during the rental period is the value as listed in the manufacturer's current price list, when available, and if not, shall be determined by AMP. The acceptance of the return of rented equipment is not a waiver by AMP of any claims that the company may have against the Customer, nor a waiver against latent damage to the equipment.
- The Customer (Lessee) agrees to assume full responsibility and liability for the safe keeping and return of the equipment herein rented to AMP's premises. Said equipment is used at the Customer's sole risk and the Customer will indemnify, hold harmless, protect, and defend AMP from any, and all liability, claims, costs, and expenses arising out of the Customer's use, or possession of equipment. AMP neither assumes, nor authorizes any other person to assume for it any other obligation of liability in connection with such equipment, nor shall it be liable in any event, for any injury, loss or damage directly or consequently arising out of the use or inability to use the equipment, whether used singularly or in connection with other equipment.
- Reservations & orders may be cancelled at any time up to 48 hours prior to the rental date at no charge. Cancellations 24-48 hours or less from delivery are subject up to a 50% cancellation fee. Cancellations less than 24 hours are subject up to a 1-day minimum rental charge.

- Rentals must be returned by 10am the following day, unless prior arrangements have been made, and agreed to. We do not rent equipment at a 1-day weekend rate. Rental equipment picked up or returned on weekends may be subject to a \$50 hr. pickup/return fee for rentals under \$1,000, on a case-by-case basis. Failure to return equipment on time may result in up to a full day rental charge and could also be considered a criminal matter.
- No allowance will be made for time lost due to delays in returning rented equipment to AMP on the day after the Lessee's rental invoice date. Late fees may continue to accumulate for every 24-hour period the equipment is not returned after the deadline. Additionally, the Customer agrees to pay AMP a sum equal to the rental rate charges herein charged for the loss of use during the time that AMP is deprived of the equipment, computed to the date of restoration, whether the equipment is delayed in return, damaged, or missing.
- Equipment shall be returned in the same clean and operable condition as received. Cleaning fees will apply to items not returned as received.
- Signed copies of the Rental Agreement, Credit Card Authorization & Guarantee and a valid COI (unless waived on small rentals) must be on file with AMP before any equipment is released.
- All invoices and charges are due and payable only in Tulsa, Tulsa County, Oklahoma. Credit accounts are due and payable NET 10 days. Past due balances are subject to a 2.5% monthly finance charge (30% APR). AMP accepts cash, personal, company and cashier's checks, as well as Visa, MasterCard, Discover, and American Express. All returned checks are subject to a convenience charge of 10% of the total amount of check, plus any bank fees incurred. To secure payment due to AMP for rental, or damages, the Customer hereby authorizes AMP to secure any attorney in any court of record to seek judgment for such amount as may be unpaid and due. If there is any lawsuit involving this agreement, the winning party shall be entitled to compensation for reasonable attorney fees, costs, and other necessary expenditures.

Customer (Lessee) is responsible and agrees to pay AMP for any state or local taxes, which may be levied upon the equipment, or use of the equipment listed in the contract.

- If the Customer (Lessee) shall default on any of the terms of this contract, or in making payments on time, AMP can seize said equipment. If at any time AMP believes this agreement will be impaired, or that the Lessee has engaged in unethical behavior, AMP can declare this agreement terminated and may without notice demand, by process of law, or otherwise, retake possession of said equipment. For such purpose, AMP, its agent's, or employees may enter upon any premises where said equipment may be and remove same, without being liable to any suit of action, or other proceeding by the Customer (Lessee). It shall be lawful for AMP, or its agents at all reasonable times to enter the premises upon which said equipment is kept for the purpose of viewing the state and condition of said equipment.
- AMP Equipment LLC reserves the right to make changes to its Terms & Conditions for the purpose of modifying, revising, and updating company policy at any time and without prior notice.

By placing my name and signature below, I do hereby acknowledge that I have read, understand, and agree to AMP Equipment LLC.'s Rental Agreement's Terms and Conditions.

Signed _____

Printed Name _____

Company/Title _____