

Terms and Conditions for Carter's Power Equipment, Inc

You, the renter of the Equipment agree as follows:

1. You acknowledge that you have been offered safety and operational instructions regarding the safe operation of the Equipment, have chosen the Equipment and understand that Carter's Power Equipment, Inc. is not the manufacturer of the Equipment.
2. You agree that you are responsible for the operation of the Equipment, will use the Equipment in a careful manner in compliance with all applicable safety standards, and will indemnify and hold Carter's Power Equipment, Inc. harmless in the event that anyone or anything is injured or harmed by the Equipment or its use during the time that you are renting it. This indemnity extends to and includes any attorney fees and related costs that Carter's Power Equipment, Inc. incurs as a result of such injury or harm.
3. **You agree that you are responsible for the actual replacement value of the Equipment if the Equipment is lost, damaged or stolen.**
4. **You agree to properly maintain the Equipment while you are renting it. In the event that it is damaged such that repairs are necessary, you agree that you will return the Equipment to Carter's Power Equipment, Inc. for such repairs and that you will pay for any necessary repairs.**
5. **You are responsible for cleaning the equipment prior to its return. If the equipment is not cleaned you agree to pay Carter's Power Equipment, Inc. a \$25 cleaning fee.**
6. You agree that you will provide, maintain and pay for (a) insurance against the loss, damage or theft of the Equipment for its actual replacement value as determined by the condition of the Equipment when you began to rent it and (b) insurance against public liability and property damage. You further agree that you will maintain minimum insurance against bodily injury, death and property damage in the amount of at least \$1,000,000. You also agree to provide Carter's Power Equipment, Inc., upon its request, certificates of insurance in amounts and with companies satisfactory to Carter's Power Equipment, Inc.
7. **You agree that you will not permit anyone other than yourself or your employees to operate the Equipment. You will not sublease the Equipment to any other person or company.**
8. You agree that you will not file, grant or permit an involuntary lien or security interest on the Equipment.
9. You acknowledge that Carter's Power Equipment, Inc. is the owner of the Equipment and that you have no right, title or interest in the Equipment except as stated in this Rental Contract.
10. Unless otherwise stated, you have no right to purchase the Equipment.
11. You agree to pay or reimburse Carter's Power Equipment, Inc. for all charges and taxes related to your use of the Equipment.
12. You agree that upon the expiration of the rental term (unless extended upon Contract of Carter's Power Equipment, Inc. or on demand of Carter's Power Equipment, Inc., you will surrender the Equipment in as good condition as when received from Carter's Power Equipment, Inc., ordinary wear and tear excepted, by bringing the Equipment back to Carter's Power Equipment, Inc.
13. **DEFAULT PROVISIONS.** You acknowledge that you will be in default if you:
 - a. fail to pay any rent or other payment due under this Rental Contract when due;
 - b. fail to perform or observe any other provisions in this Contract;
 - c. become insolvent (however defined), cease business as a going concern, makes an assignment for the benefit of creditors, or file for bankruptcy protection; or
 - d. commit or fail to commit any act that results in jeopardizing the rights of Carter's Power Equipment, Inc. or causes Carter's Power Equipment, Inc. to deem itself insecure as to its rights.

14. **DEFAULT REMEDIES.** If you are in default under this Contract, Carter's Power Equipment, Inc., with or without notice to you, shall have the right to do as follows:
- a. elect that the entire rental payments due become accelerated and the entire amount of rental become due immediately;
 - b. terminate this Rental Contract; or
 - c. **enter on your premises with or without a court order or other process of law and repossess and remove the Equipment, with or without notice to you.** Such repossession shall not constitute a termination of this Contract unless Carter's Power Equipment, Inc. so elects in writing. (Carter's Power Equipment, Inc) may also re-rent the Equipment to any other person upon terms and conditions acceptable to Carter's Power Equipment, Inc.. If Carter's Power Equipment, Inc. elects the remedies available under this section, you shall immediately to Carter's Power Equipment, Inc. the entire rent owed, plus all costs and expenses Carter's Power Equipment, Inc. incurred in the exercise of these remedies including its reasonable attorney fees.
15. You agree that all notices required in this Rental Contract shall be sent by fax, courier, certified mail or other means wherein proof of service is provided to the address set forth on this Contract, or to such other address as a party may provide to the other party by written notice.
16. **WARRANTIES:** Lessor warrants that Equipment Leased to Lessee shall conform to the description stated herein. Warranties made by the seller and/or the manufacturer of the Lease Equipment are assigned by Lessor to lessee. In the event of any claim concerning the Equipment, regardless of the cause or consequence, Lessee's only remedy, if any, is against the seller or manufacturer of the Equipment. Lessor does not warrant the fitness, merchantability, design, condition, capacity, suitability, or performance of the Equipment Leased. No defect regardless the cause or consequence shall relieve Lessee from performance under this Lease, including rental payments.
17. **GOVERNING LAW:** Lessor and Lessee agree that it is their intention and covenant that this agreement shall be governed by the laws of the state of Virginia.
18. **MISCELLANEOUS:** The rental contract constitutes the entire agreement between Lessor and Lessee and is irrevocable for its term and for the aggregate rentals reserved above, and shall not be amended, altered or changed except by written agreement of the parties. If any portion of this Lease is deemed to be invalid, it shall not affect the rest of the agreement. If more than one Lessee is named in this Lease the liability shall be joint and several. Any failure of the Lessor to require strict performance by Lessee or any waiver by Lessor of any provisions of the Lease shall not be construed as consent or waiver of any other breach of the same or any other provision.
19. **Equipment will leave Carter's Power Eq. on a full tank and is expected to be returned at the same level to avoid a fuel charge of \$3.00. Lessee will be responsible for supplying fuel during use of the rental equipment. Fuel can be purchased in advance from Carter's Power Eq. with no refunds for unused fuel.**

EQUIPMENT RENTED _____

MANUFACTURER _____

CUSTOMER NAME _____

DATE _____

COMPANY NAME _____

PHONE _____

STREET ADDRESS _____ CITY _____ STATE _____

ZIP _____

CUSTOMER SIGNATURE _____ (DEALER)INITIALS _____

EQUIPMENT MODEL NO.: _____ SERIAL NO.: _____