

Lessor hereby rents equipment to Lessee subject to all terms and conditions of this agreement. In consideration whereof Lessee hereby acknowledges and agrees:

1. This agreement consists of all the terms and conditions on this (page 2) and on page 1 hereof (reverse side), whether printed or written. "Lessee" means the person(s) signing this agreement and any other person or organization to which charges are billed by Lessor at the direction of the person so signing, all of whom shall be jointly and severally liable hereunder. "Equipment" means the equipment identified in this Agreement; accessories and equipment attached thereto or contained therein.
2. Equipment is the sole property of Lessor. Lessee is not Lessor's agent for any purpose.
3. Lessee acknowledges that the equipment has been inspected and received by him (her) in good condition and the same is hereby accepted by Lessee.
4. Lessee shall use equipment in a careful and prudent manner; Lessee shall not sublet, mortgage or in any manner dispose of equipment to any person or suffer the same to come to the custody or control of any person other than Lessee without written consent of Lessor; Lessee shall not suffer any legal process to be levied on equipment and will at all reasonable times permit Lessor to inspect said equipment. Operators Experience: Lessee acknowledges that use and operation of equipment requires trained and competent operators. It is agreed the Lessee will not hire or retain the services of any technician to work on or operate equipment without proof of consent by Lessor. Such consent shall not be unreasonably withheld, provided the technicians/operators are familiar with and have the technical competence to work on or operate such equipment. Such technicians/operators shall be employees, agents and servants of Lessee, and Lessee agrees the Lessor has no responsibility or liability whatsoever for any acts or omissions of such technicians/operators, unless they are the Lessor's agents or employees.
5. Lessee shall return equipment to Lessor in the same condition as received, except for ordinary wear and tear, at the location where rented, not later than the return date specified on page 1 of this Agreement. Equipment will be refueled to the filler neck, where you can see the fuel (this is considered full not the fuel gauge).
6. In the event of loss of or damage to equipment while on rental other than by reasonable wear and tear, whether or not due to the fault of the Lessee, Lessee shall pay to Lessor on demand the amount of all resulting loss to and expense of Lessor. The cost of repairs will be borne by Lessee, whether performed by Lessor or at Lessors option, by others.
7. In addition and as rental for equipment, Lessee shall pay Lessor on demand the sum of: (a) Charges specified on the front of this agreement; (b) Delivery charge or Set up charge, when agreed to; (c) Other charges when applicable to the rental; (d) Sales and use taxes on the rental (or sale) of the amount charged by Lessor as reimbursement for sales and use taxes on acquisition or use of equipment; (e) Lessor's costs, including reasonable attorney's fees, incurred in collecting payment due from Lessee under this agreement, or incurred in the enforcement or attempted enforcement of this contract.
8. Lessee accepts the equipment after careful examination thereof, and assumes all risk of operation of such equipment, whether or not instructions on the operation thereof have been provided by Lessor.
9. Lessee does hereby save and hold Lessor harmless from all demands or claims for injury or death to any person or for loss or damage to property caused by or resulting from use or said equipment.
10. If any rent or other amounts payable to Lessor hereunder shall be due and unpaid, or if default shall be made by Lessee in any of the other agreements on the part of Lessee, Lessor may immediately, or at any time thereafter, take possession of equipment wherever found, forcibly if necessary, without being deemed guilty of trespass and without rendering Lessor liable to refund any sums received as rent otherwise and thereupon this Agreement shall terminate, but without prejudice to any remedies which Lessor might otherwise use for arrears of rent or any branch of this agreement herein contained. Should any legal action be necessary to be filed to enforce any provision of this contract, the parties stipulate and agree that Lawrence County, Indiana is the proper county of venue.
11. *Terms* Lessee agrees to pay cash in advance unless prior credit has been established. Lessee also agrees to pay for additional time use immediately upon return of equipment. Lessee is responsible for all fuel. Tri-County Rental, Inc. does not provide same.
12. *Time* Lessee will pay for all time rented property in his possession. Prompt return saves money. Weekly and monthly rates apply only when rented on a weekly or monthly basis. Eight (8) maximum hours on the meter in a 24 hour period or weekend. Additional hours will be prorated and charged to the customer. Forty (40) hours constitutes one (1) week and one hundred and sixty (160) hours constitutes one (1) month. More usage money may be charged for. We charge for Sundays and holidays.
13. *Cleanliness* Lessee will pay for cleaning charges on property returned unclean. Clean return saves money.
14. *Condition* Lessee acknowledges receipt of the above property in first class working condition when rented.
15. *Use* Lessee agrees that the rented property will be used solely by him or his agent, only at the address designated and solely for the purposes for which the property was manufactured and intended.
16. *Hold Harmless* Lessee agrees to hold harmless and indemnify Lessor against any all liability or loss whatsoever resulting from use of the rented property, even negligence. Lessee is knowledgeable in the operation of the rental equipment. Indemnity and Insurance: (a) While the equipment is in possession and control, Lessee assumes the entire risk of loss, theft or damage unless due to Lessor's fault or negligence, and Lessee agrees to defend, indemnify and hold Lessor harmless against any such loss, theft or damage; (b) Lessee agrees to defend, indemnify and hold Lessor harmless against all claims, costs, expenses and liabilities, including reasonable outside legal fees, for bodily injury, property damage or otherwise, arising by reason of or incident to the use, possession, storage, operations, transportation or handling of the equipment while in the possession and control of Lessee, unless such claims, costs, expenses and liabilities are due to the Lessor's negligence or willful misconduct; (c) Lessee shall at its own cost and expense keep the equipment insured on an "all risk" basis, and protect the Lessor against all risk and loss including lost rentals, theft or damage from every cause whatsoever for not less than the full rental value of the equipment leased here under, including taxes, custom charges, freight, et al. Lessor shall be named as an additional insured in all such policies and as the loss payees there under. Lessee shall also, at its own expense, carry commercial general liability insurance naming Lessor as an additional insured in an amount of such insurance coverage (for no less than \$2,000,000.00). Lessee shall provide Lessor with copies of certificates of such insurance.
17. *Cease of Use* Lessee agrees to immediately cease using rented property if it is unsafe or in disrepair. Lessee will immediately notify Lessor in either case, and Lessor at Lessor's option agrees to replace rented property with similar property in good working condition with reasonable dispatch.
18. *Termination* Lessee agrees, on termination of this lease, to immediately return the rented property to Lessor in the same condition in which received, ordinary wear and tear depreciation excepted.
19. *Damage* Lessee agrees to pay for any and all damages resulting to the rented property while in his possession or under his control. Normal wear and tear excluded.
20. *Extension* If Lessee desires to extend this lease, he will immediately so notify Lessor to obtain Lessor's approval and terms or extension. If Lessor is not notified before due in date, the equipment will be reported stolen.
21. *Collection Fees* Lessee agrees to pay all collection fees involved in collecting charges on this contract, including, but not limited to, attorney's fees, court costs, bank charges or any cost connected with collecting.
22. *Payable* Lessee agrees that all charges covered by this contract are due and payable in Bedford, Indiana as indicated by the address on the reverse side.
23. *Severability* If any provision of this rental agreement or the application thereof shall be held to be invalid, forcible to any extent, the remainder of this rental agreement shall not be affected thereby.
24. *Service Charge* LATE PAYMENT CHARGE on accounts unpaid after 30 days will be 1.75% per month which is an ANNUAL PERCENTAGE RATE OF 21%.
25. *Integration* This agreement constitutes the entire agreement between the two parties.
26. *Partial Waiver of Damages:* Lessor agrees, in consideration of any additional charge of seven percent (7%) of the gross rental charges, to modify the responsibilities of Lessee as regards rented equipment which may be damaged while Lessee's possession or control as follows "Lessee accepting this Damage Waiver shall not be responsible for damage to the rental equipment, replacement of parts, and loss of special wrenches or tools which, in the aggregate, the repair or replacement of which does not exceed \$100.00. Any such repair or replacement, whether done by Lessor or at Lessor's option by other, which exceed \$100.00 shall be paid by Lessee at the time the leased item is returned to the Lessor. If Lessor makes any repair itself, it is entitled to charge for the time of Lessor's employees and/or agent in arriving at such figure used hereunder."
27. This Agreement executed by the parties contains the entire understanding of the parties, and such understandings may not be modified or terminated except in writing by the parties.
28. Time is of the essence of this Agreement and the same is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.