

RENTAL AGREEMENT – TERMS & CONDITIONS

1. LESSEE ACKNOWLEDGES

- a. All leased equipment shall remain at all times the property of Atlas Flasher and Supply Company, Inc. (Atlas) and Lessee shall be able to account and locate for Atlas the leased equipment at all times.
- b. Receipt of said equipment in good working condition and repair, upon expiration of Lessee's use thereof. Lessee shall return same to Lessor in as good condition and repair as when delivered, subject to reasonable wear and tear and is fully responsible for any lost, stolen or damaged equipment.
- c. No representations, warranties, promises, guarantees of agreements, oral or written, expressed or implied have been made with respect to the rental of the said equipment except as expressly provided herein.
- d. Your work includes that occasioned by the operation, handling, transportation and/or use of any of the said equipment during the lease period and while said equipment is in the possession or under the custody of the Lessee.
- e. This shall be a continuing agreement.

2. LESSEE AGREES

- a. To pay the charge by Atlas for the lease of said equipment and all taxes imposed as a result of such rental by any statute, ordinance or regulation of a federal, state/local governmental unit. Lessee shall be liable for agreed rental charges for period from day of delivery through and including the day of pick up of the equipment or day of receipt by Atlas of a request by Lessee to pick up the rented equipment.
- b. In the event Lessee fails to pay all rental within thirty (30) days after receipt of the monthly statement sent to Lessee by Atlas, the Lessee shall be in default and upon default, in addition to such rental charges, Lessee shall be liable to Atlas for interest thereon at the rate of one and one half percent (1 ½%) per month, or the highest legal rate applicable.
- c. In the event all rental charges are not paid within said thirty (30) day period, then Atlas shall have the right, upon forty-eight hours (48) notice, to terminate this Rental Agreement and pick up and re-take possession of all said equipment.
- d. To not release this equipment from Lessee's control without prior authorization from Lessor.
- e. Not to use any damaged or defective leased equipment and to notify Atlas, within twenty four (24) hours after any leased equipment is damaged or found defective, requesting replacement for any such damaged or defective leased equipment and to indemnify and save Atlas harmless of, from and against all loss, claims, costs, expenses, damages and liabilities resulting from or pertaining to the use, operation, location and placement of the leased equipment, or the condition of any damaged or defective leased equipment, while said equipment is in the possession of Lessee.
- f. To not move said equipment to any other job without prior consent of Lessor.
- g. To assume sole responsibility for placement of said equipment on the job location.
- h. To indemnify Lessor against all loss, damage, expense and penalty arising from any action or claim on account of any injury to any person or property of any character whatsoever occasioned by the operation, handling, transportation and/or use of any of the said equipment during the lease period, and while said equipment is in the possession or under the custody of Lessee.
- i. To comply with all governmental laws and regulations regarding the possession and use of the leased equipment and to save Lessor harmless against actual or asserted violations and to pay all costs and expenses arising out of any such violations.
- j. Not to impair Lessor's vested rights in said equipment by parting with possession or control of equipment or attempting to sell, pledge, mortgage or encumber such equipment.
- k. To protect, maintain and use reasonable care in the placement of the leased equipment, to prevent any damage, loss or destruction in handling or use by Lessee, its employees, agents, other subcontractors or any other persons and to be responsible for such damage or loss and that Atlas reserves the right at all times to terminate this lease, if, in its sole judgement, the damage, loss or destruction of the leased equipment has been unduly large, and to pick up and re-take possession of the leased equipment.
- l. Upon written or oral request from Atlas to supply Atlas with the name of the owner of any private property on which the leased equipment is to be used, and the name of any bonding company providing any performance or other bond for the project in which the leased equipment is to be used, or the name of the bonding company providing the materialman's laborer's and subcontractor's bond to the governmental unit letting the work for which the leased equipment is to be used and the names of such governmental unit whose duty it is to pay Lessee.
- m. To pay to Lessor reasonable attorney's fees and collection costs incurred by Lessor in enforcing the terms of this agreement, in the event Lessee breaches any of the terms of this agreement, or Lessee fails to pay rental while in Lessee's possession.

3. LESSOR AGREES

- a. To service said equipment when required and upon notice from Lessee.