



RENTAL CONTRACT TERMS AND CONDITIONS

Star Rental LLC (Lessor), hereby rents to the Customer (Lessee), identified by his signature on this contract the personal property described, subject to all terms and conditions of contract: The Lessee in consideration thereof, acknowledges and agrees as follows:

1. INSPECTION. The Lessee acknowledges that he has personally inspected the equipment finds it suitable for his needs and in good condition, that he understands its proper use and agrees to inspect the equipment prior to use and notify the Lessor of any defects.

2. AERIAL LIFT HARNESS. Operators of lifts are required by OSHA to wear safety harnesses approved by ANSI for aerial lift work. The Lessee agrees to assume the responsibility of providing all necessary fall protection and PPE to the equipment operator. The Lessee shall indemnify and hold the Lessor harmless from any claims for loss, injury, and damage to persons or property arising out of the Lessee's failure to provide and use fall protection harnesses

3. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If equipment becomes unsafe or in disrepair, Lessee agrees to discontinue use and notify the Lessor who will replace the equipment with similar equipment in good working order, if available. The Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise.

4. WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED. There is no warranty that the equipment is suited for the Lessee's intended use, or that it is free from defects.

5. POSSESSION/TITLE. Lessor owns the Equipment, and title in and to all of it will remain Lessors at all times. Lessee is entitled only to use and possess the Equipment for the Rental Period; subject to the terms of this Contract. If Lessee retains any of the Equipment beyond the agreed term without Lessor's express written consent, Lessee will be deemed to have materially breached this contract. Lessee will not take, grant or permit the taking of any (and Lessee hereby waives any and all) liens or other similar claims on any portion of the Equipment, and Lessee will take such actions as may be necessary, at Lessee's sole cost and expense, to ensure that any and all such liens are released as soon as possible.

6. HOLD HARMLESS AGREEMENT. The Lessee agrees to assume the risks of, and hold the Lessor harmless for property damage and personal injuries caused by the equipment and/or arising out of the Lessor's negligence, The Lessee shall indemnify and hold the Lessor harmless from any claims of third parties for loss, injury and damage to their persons and property arising out of the Lessee's possession, use, maintenance or return of equipment, including legal cost incurred in defense of such claims.

7. PROHIBITED USES. Use of equipment in the following circumstances is prohibited and constitutes a breach of contract: (a) Use for illegal purposes or in an illegal manner. (b) improper, unintended use or misuse. (c) Use by anyone other than the Lessee or his employees, without The Lessor's written permission. (d) Use at any location other than the address furnished the Lessor without the Lessor's written permission, except trailers.

8. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT. The Lessor may assign its rights under this contract without the Lessee's consent but will remain bound by all obligations herein. The Lessee may not sublease or loan the equipment without the Lessor's written permission. Any purported assignment by the Lessee is void.

9. TIME OF RETURN. The Lessee's right to possession terminates on expiration of rental period and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.

10. RETURN OF EQUIPMENT. At the termination of this agreement, Lessee shall return all of the Equipment to Lessor's premises during Lessor's regular business hours, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Lessor's regular business hours. If Lessor has agreed to deliver the Equipment to Lessee or to pick up the Equipment from Lessee. Lessee shall be responsible for all losses or damage to the Equipment from time of delivery to Lessee and until picked up by Lessor.

11. DAMAGED OR LOST EQUIPMENT. The Lessee agrees to pay for any damage to or loss of equipment, as an insurer, regardless of cause, except reasonable wear and tear while equipment is out of possession of The Lessor. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost equipment. **Equipment damaged beyond repair will be paid for at its Replacement Cost when rented.**

11A DAMAGE WAIVER - If Lessee pays the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, Lessor agrees to modify the terms of this contract and relieve Lessee of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, windstorm, upset and riot. **Lessor excludes from the waiver:**

1. **Loss, damage, or theft of accessory equipment, such as chains, electric cords, hoses points, chisels, floor polisher brushes, etc.**
2. **Loss or damage resulting from overloading, exceeding rated capacity, misuse, abuse, or improper servicing of equipment.**
3. **Damage to tires, tubes, and tracks caused by blowout, bruises, cuts, or other causes inherent in the use of equipment.**
4. **Damage to Glass**
5. **Loss due to mysterious disappearances or wrongful conversion by a person entrusted with equipment.**
6. **Damage waiver is null and void if the damage is caused by a third party not associated or related to the renter.**
7. **or any loss due to Lessee's failure to care for the rental item(s) as a prudent person would his/her own property, such as proper lubrication.**

If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that Lessor must file a report to the proper law enforcement authorities and furnish Lessee a copy. In addition, if Lessee has insurance for the loss or damage, Lessee shall exercise, and shall empower Lessor to exercise, all Lessee's rights to obtain recovery under insurance, shall cooperate with Lessor to obtain recovery and all insurance proceeds shall be given or assigned to Lessor.

12. THEFT OF EQUIPMENT. The Lessee agrees to pay for equipment (at its replacement cost when rented) for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.

13. COLLECTION COSTS. The Lessee agrees to pay all reasonable collection, attorneys and court fees and other expenses involved in the collection of the charges or enforcement of the Lessor's rights under this contract

14. REPOSSESSION. Upon a failure to pay rent or other breach of this contract the Lessor may terminate this contract for breach, the Lessor may terminate this contract and take possession of and remove equipment from whenever it is, and the Lessor and his agents shall not be liable for any claims for damage on trespass arising out of the removal of the equipment.

15. DISCLAIMER OF MANUFACTURE. The Lessee agrees that the Lessor is neither the manufacturer of the equipment nor the agent of the manufacturer.

16. LOADING AND UNLOADING EQUIPMENT. If the Lessor's employees assist in loading or unloading the equipment, the Lessee agrees to assume the risk of, and hold the Lessor harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Lessor and its employees.

17. THEFT. That the Lessor of its own discretion may report as stolen all personal property not returned within the date listed in the "Date and Time Due In" section of the contract or if conditions and circumstances indicate theft before that time.

18. INSPECTION OF TRAILER HITCH. The Lessee agrees to inspect the trailer coupling mechanism and safety chain before leaving the Lessor's premises. The Lessee also agrees to inspect the equipment, periodically (every 100 mi.) and to maintain the coupling and chain in a safe and secure condition.

19. SEVERABILITY. The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

20. WAIVER OF CLAIMS. The Lessee waives all claims for personal injury, property damage to the transported equipment, loss of time or inconvenience arising out of the use of a trailer, or any accident or breakdown.

21. DAMAGE TO BUMPERS. The Lessor is not liable for damage to the Lessee's bumper or automobile done by detachable hitches.

22. ACCIDENT NOTIFICATION. The Lessee will immediately notify the Lessor in the event of any accident.

23. OVERDUE ACCOUNTS Accounts are due and payable at the termination of the rental period. A service charge may be assessed on all overdue accounts.

24. EQUIPMENT FAILURE. In the event any of the Equipment fails to start, breaks, malfunctions, becomes unsafe or is in need of maintenance or repair, Lessee agrees to immediately discontinue use, notify Lessor, and if directed to do so, return the Equipment to Lessor. Lessee further agrees Lessee will not repair or have anyone else repair any Equipment. Failure to timely notify Lessor will result Lessee being charged for all Time Out.

25. FUEL SURCHARGE. Equipment with gas/diesel engines must be returned full of fuel or Lessee will be charged at the Current Lessor's rate.

26. UNDERGROUND FACILITIES. Lessee agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of Lessor's work crews. Lessee assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities, Lessee must call one week prior to installation.

27. SITE PREPARATION. If Lessor has agreed to deliver any Equipment, Lessee agrees to have the Site clean and ready for the delivery and installation or dismantling and retrieval, and Lessor agrees to pay an additional charge for any delay incurred, or additional labor performed by Lessor resulting from Lessee's failure to timely do so.

28. PROPERTY DAMAGE. Not responsible for any damage whatsoever as a result of on-the-job deliveries or pick up by Lessor.