



## Terms and Conditions:

### RENTAL TERMS AND CONDITIONS:

1. LESSOR leases to LESSEE and LESSEE hires from LESSOR the Equipment described herein, and LESSEE agrees to pay the specified rental charges in advance during the term hereof.
2. LESSEE shall not encumber this Contract or the Equipment, not permit the Equipment to be removed to a location other than the address shown herein, nor permit any others to use the Equipment without LESSOR'S written consent.
3. LESSEE shall be liable for and shall reimburse LESSOR for amounts equal to any sales, use, license or registration fees levied or based upon the rentals, or the equipment, or the use or the operation thereof.
4. LESSEE agrees to care for the Equipment property, to use it within its rated capacity and to assure that the equipment is operated with a Driver's Overhead Guard and Load Back Rest installed except when operation conditions prevent their use, to restrict its use to LESSEE'S qualified personnel and to prohibit anyone other than the LESSOR'S authorized personnel to repair or adjust the Equipment and to notify LESSOR immediately of accidents, disabilities, failures or like information concerning the Equipment. LESSEE further agrees to pay for all damage to the Equipment resulting from improper use or abuse of the Equipment upon receipt of invoices therefore of the equipment from LESSOR for LESSOR'S cost and expense of repair. LESSEE shall take care of normal needs of the equipment, including supplying fuel, oil and water, daily checking of general condition, including oil level, cooling system, water and batteries, recharging batteries, furnishing LP gas, fuel and cylinders, etc. LESSOR will service and maintain the Equipment in proper working condition and LESSEE agrees to make it available for servicing by LESSOR at reasonable times during LESSOR'S business hours, in the event that LESSEE requires service at times other than LESSOR'S business hours, LESSEE agrees to pay the difference between the straight time and overtime rate for the mechanic's overtime.
5. LESSEE agrees that LESSOR shall not be liable to LESSEE nor this Contract be impugned for LESSOR'S failure to repair the Equipment, if disabled or furnish substitute Equipment for any reason whatsoever and that LESSOR in no event is or shall be liable for special or consequential damages of any nature whatsoever or however caused.
6. The Equipment is leased f.o.b. LESSOR'S warehouse, and LESSEE agrees not to remove said Equipment to a location other than that shown on the reverse side hereof without prior written consent of the LESSOR.
7. LESSEE agrees at the expiration of the term or any extended term hereof or sooner termination of this contract to return at LESSEE'S expense each unit of Equipment to LESSOR'S warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.
8. **INSURANCE.** Lessee agrees to obtain or maintain, at its own expense, commercial general liability insurance (CGL) with a minimum of \$1,000,000 general aggregate limit and \$1,000,000 per occurrence limit during Lessee's possession of the equipment, with Lessor named as an additional insured. With regard to physical damage insurance, unless Lessee has accepted Diaz Group, LLC's (DIAZ) RENTAL PROTECTION PLAN ( RPP ), Lessee, at its own expense, shall keep the equipment insured for the full insurable value thereof, during the Lessee's possession of the equipment, against all risks and perils normally covered under "all risk" insurance policies with loss payable clause for the benefit of the Lessor. Lessee shall furnish Lessor with a certificate of insurance giving evidence of the insurance coverage required herein, which certificate shall require the insurer to give Lessor 30 days prior notice of cancellation or change in coverage. With regard to CGL insurance, upon failure of Lessee to provide proof of this insurance as set forth above, Lessee shall be considered by Lessor as a self-insurer. Lessor, at its discretion, may declare Lessee in default or may obtain CGL insurance coverage, in which case Lessee agrees to reimburse Lessor immediately for the costs incurred. Regardless of whether Lessee carries insurance, or if RPP is not accepted/offered, Lessee is fully responsible for the damage to or loss of the equipment to the extent set forth in this agreement and/or the RPP CERTIFICATE and, in all cases, for any liability arising in connection with the equipment, including but not limited to the contractual liability of the Lessee to hold Lessor harmless from any claim for bodily injury or property damage, as provided in the "INDEMNIFICATION" section of this agreement. If the Lessee accepts DIAZ's RPP, Lessor agrees to waive its rights to recover from the Lessee amounts for any loss or damage to the equipment. Please refer to the RPP CERTIFICATE for exclusions, deductibles and other provisions. But, in any case, Lessee is responsible for loss or damage arising from: loss/damage to tires/tubes; war and/or radiation issues; enforcement of law; mysterious disappearance; temperature/humidity; wear and tear; pollutants; reckless or abusive operation; criminal or negligent acts; theft/vandalism in absence of a timely police report; use of Equipment by other than Lessee; overloading; use or transport in or on any form of water; perils/risks covered by any other insurance in place; and/or operation of Equipment in violation/absence of an Agreement.  
**INDEMNIFICATION.** LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD LESSOR, ITS EMPLOYEES, DIRECTORS AND OFFICERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF LESSEE AND/OR THIRD PARTIES OF ANY AND ALL TYPES, LOSSES, LIABILITIES, DEMANDS, SUITS, JUDGMENTS AND CAUSES OF ACTION, AND ANY COST OR EXPENSES IN CONNECTIONS THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, WHICH MAY RESULT FROM OR ARISE IN ANY MANNER FROM OR RELATING TO THE DELIVERY INCLUDING ANY



DELAY IN OR FAILURE OF DELIVERY, SELECTION, PURCHASE, ACCEPTANCE OR REJECTION, OWNERSHIP,

POSSESSION, CONDITION, USE, OPERATION, MAINTENANCE OR REPAIR OF A UNIT OF THE EQUIPMENT FROM THE TIME THIS LEASE COMMENCES UNTIL IT IS RETURNED TO LESSOR, OR WHICH MAY BE ATTRIBUTABLE TO A DEFECT IN A UNIT OF EQUIPMENT, THE MATERIAL USED THEREIN OR THE DESIGN, MANUFACTURE OR TESTING THEREOF, REGARDLESS OF WHEN THE DEFECT IS DISCOVERED, OR WHETHER THE UNIT IS IN THE POSSESSION OF LESSEE OR THE LOCATION THEREOF.

9. If LESSEE fails to pay any rental or other sum payable hereunder when due, or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this Contract by notice in writing to LESSEE and repossess all items of Equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due and unpaid, plus a reasonable amount for attorney's fees and such expenses as may be expended in the possession of the Equipment. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR'S favor, existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing it is delivered to LESSEE, personally, or sent by mail addressed to LESSEE at the address set forth upon the reverse side hereof.
10. This is a Contract for rental only and nothing herein conveys to LESSEE any right, title or interest in or to any of the Equipment, except as a LESSEE.