

## Rental Terms & Conditions

- Four Hour = 4 hours from pick up or delivery time/maximum of 4 hours of equipment time
- 1 Day = 24 hours from pick up or delivery time/maximum of 8 hours of equipment time
- 1 week = 7 days from pick up or delivery time/maximum of 40 hours of equipment time
- 4 weeks = 28 days from pick up or delivery time/maximum of 160 hours of equipment time
- Weekend Rentals Rates = equipment rented on Friday (anytime 8am to 5pm) must be returned or picked up on Monday morning by 9 am/maximum of 15 hours of equipment time

If the hours used exceed the hours for the rented time period, the renter will be charged for the additional hours prorated on the hourly rated price converted from the 8 hours per day rate.

There will be a \$20.00 key charge for all keys not returned with equipment.

All Equipment is sent out full of fuel:

- For customers picking up and returning equipment, it must be returned full or a refueling charge will be applied of \$4.00 per gallon. Customers can prepay for a tank of gas.
- For customers who pay for delivery / pick up of equipment, refueling will be required.

Equipment delivered by Crawfordville Rentals may not be transported to another site without the permission of the Crawfordville Rentals Management Team. Any movement to alternate locations still requires a COI on file at Crawfordville Rentals by the lessee.

Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes.

I authorize Crawfordville Rentals, Inc. to store personal identification (ID) information and documents including but not limited to copies of my driver's license or other government ID, credit card numbers and checks. I agree to hold Crawfordville Rentals, Inc. harmless in the event of unlawful or unauthorized use of this information and/or documents by a third party. I understand and agree Crawfordville Rentals, Inc. may pre-authorize or pre-bill my credit card for the amount up the full contract amount and post bill for any amount not pre-billed.

I agree to any and all charges placed on the provided open check or credit card for any and all sales, rentals, parts & service incurred at Crawfordville Rentals, Inc. in accordance with the terms and conditions of this Rental Agreement.

I agree to be held personally liable and to communicate in writing and without delay any matters pertaining to charges or disputes.

## TERMS AND CONDITIONS

THE UNDERSIGNED LESSEE HEREBY AGREES THAT THE RENTAL OF THE EQUIPMENT DESCRIBED ON THE FACE HEREOF (THE "EQUIPMENT") IS SUBJECT TO AND

GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS AND THOSE SET FORTH ON THE FACE OF THIS FORM:

(1) Lessee agrees to pay for the Equipment, at the rate specified on the face hereof, for the entire time that the Equipment is away from Lessor's place of business. Unless specific terms of payment are set forth on the face hereof, rentals shall be paid to the Lessor at the address set forth on the face hereof in immediately available funds and without any deduction, set-off, or counterclaim whatsoever.

(2) Lessee acknowledges and agrees that this is a Rental Contract only, that it does not constitute a sale and that Lessee has not, by virtue of this Contract, acquired any right to or Interest in and to the Equipment. Lessee further acknowledges and agrees that it has inspected the Equipment and has determined that the Equipment is in good mechanical condition, is capable of safe operation and is appropriate for Lessee's Intended use. Lessee further acknowledges that Lessee is renting the Equipment "AS IS" on the date of this Contract.

IN CONSIDERATION OF THE FOREGOING, LESSEE AGREES THAT ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED AND INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED FROM THIS RENTAL TRANSACTION. MOREOVER, REGARDLESS OF WHETHER A CLAIM IS BASED IN TORT OR CONTRACT PRINCIPLES, LESSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THE RENTAL OR USE OF THE EQUIPMENT.

(3) Lessee agrees to use and operate the Equipment in the ordinary course of its business and in a careful and proper manner and to comply with all federal, state, municipal and other laws or regulations applicable to the possession or maintenance of the Equipment. Lessee will observe and comply with the operation and maintenance instructions and manuals recommended or furnished by the manufacturer of the Equipment. Lessee acknowledges that it has been instructed in the proper operation of the Equipment. The Equipment shall be used solely by the Lessee and shall be operated only by experienced operators who shall be provided by and paid by the Lessee. When the Equipment is not in use, it will be kept in a secure and protected area.

(4) Unless otherwise specified on the face hereof, Lessee shall pay all costs for transporting the Equipment to the Lessee's workplace and for returning the Equipment to the address set forth on the face hereof and for any costs incurred in loading or unloading the Equipment from the transporting vehicles. The Equipment shall be returned by the Lessee to the address set forth on the face hereof in the same condition as it was on the date of delivery to the Lessee, ordinary wear and tear excepted. Lessee shall be responsible for all fuel consumed by the Equipment and shall keep the Equipment lubricated in accordance with the manufacturer's and Lessor's instructions. Lessor shall have the right, at any time and from time to time, to inspect the Equipment wherever it may be located.

(5) Lessee shall be responsible for any loss or damage to the Equipment, including without limitation, loss or damage caused by theft, vandalism, condemnation, forfeiture, confiscation, flat or damaged tires, if any, or any other casualty. Without limiting the generality of the foregoing, Lessee shall be responsible for all such loss of, or damage or other casualty to, the Equipment for the entire time the Equipment is away from Lessor's place of business. Lessee will promptly notify Lessor of the occurrence of any loss or damage to the Equipment and will, at Lessee's sole cost and expense, promptly replace or repair such lost or damaged Equipment. In addition,

if the Equipment is returned to the Lessor in a condition that requires extensive repairs to the Equipment, Lessee shall reimburse Lessor for lost rentals during the period that such repairs are being made at a rate equal to sixty percent (60%) of Lessor's normal daily rate applicable to such Equipment.

(6) Lessee agrees that it will be liable for and will indemnify and hold Lessor harmless from any and all claims, damages, actions, suits, liabilities, losses and expenses (Including attorney's fees) arising out of or caused by the use or operation of the Equipment by the Lessee, or Its agents, employees, or servants. Lessee shall obtain or maintain, while this Rental Contract is in effect, both public liability insurance providing coverage for bodily injury, including death, and properly damage arising out of the use, operation and maintenance of the Equipment and rented equipment loss and damage Insurance. Lessor shall be named as a co-Insured and additional loss payee under such policy. All policies of Insurance provided hereunder shall not be excess coverage or co-Insurance policies but shall be primary Insurance policies up to the stated policy limits. Furthermore, all Insurance policies shall be with Insurers and in a form and amount satisfactory to Lessor, shall provide for at least thirty (30) days advance written notice to Lessor prior to any cancellation or material modification thereof, and shall waive any claim against Lessor for premiums. Lessee shall deliver to Lessor the original policies of Insurance required hereunder, certificates of Insurance or other evidence satisfactory to Lessor that shows that the insurance required by this paragraph 6 is in full force and effect.

(7) Lessee shall be responsible for the payment of any and all federal, state or local taxes now or hereafter imposed upon the rental or use of the Equipment by the Lessee.

(8) Lessee shall not create, incur, assume, or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or this Rental Contract or any of the Lessor's Interests thereunder.

(9) If Lessee defaults in the performance of any of its obligations under this Rental Contract, or if Lessor considers it necessary to protect the Equipment or Its rights therein, Lessor may with or without terminating this rental Contract, in its sole discretion, do any one or more of the following:

(a) upon notice to Lessee cancel this Rental Contract and all Schedules executed pursuant thereto;

(b) upon the occurrence of any default or anytime thereafter, or if Lessor decides, in its sole discretion, not to take possession of the Equipment, Lessor continues to be the owner of the Equipment and may, but is not obligated to, dispose of the Equipment by sale or otherwise, all of which determinations may be made by Lessor in its absolute discretion and for its own account;

(c) declare immediately due and payable all sums due and to become due hereunder for the full term of the Rental Contract (including any renewal or purchase option which Lessee has contracted to pay);

(d) without notice to Lessee, repossess the Equipment wherever found, with or without legal process, and for this purpose Lessor and/or its agents may enter upon any premises of or under the control or Jurisdiction of Lessee or any agent of Lessee, without liability for suit, action or other proceeding by Lessee (any damages occasioned by such repossession being hereby expressly waived by Lessee) and remove the Equipment therefrom; Lessee further agrees, on demand, to assemble the Equipment and make it available to Lessor at a place to be designated by Lessor which is reasonably convenient to Lessor and Lessee;

(e) with or without canceling this Rental Contract, recover from Lessee damages, not as a penalty, but herein liquidated for all purposes and in an amount equal to the sum of: (i) any accrued and unpaid rent as of the date of entry of judgment in favor of Lessor plus interest at the rate of eighteen percent (18%) per annum; (ii) the present value of all future rentals reserved in this Rental Contract and contracted to be paid over the unexpired term of this Rental Contract discounted at the rate equal to the discount rate of the Federal Reserve Bank of Cleveland as of the date of entry of judgment in favor of Lessor; (iii) all commercially reasonable costs and expenses incurred by Lessor in any repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment including without limitation reasonable attorneys' fees and costs incurred in connection therewith or otherwise resulting from Lessee's default; (iv) the estimated residual value of the Equipment as of the expiration of this Rental Contract or any renewal thereof; and (v) any indemnity, if then determinable, plus interest at the rate of eighteen percent (18%) per annum;

(f) in its sole discretion, re-lease or sell any or all of the Equipment at a public or private sale on such terms and notice as Lessor shall deem reasonable and recover from Lessee damages, not as a penalty, but herein liquidated for all purposes and in an amount equal to the sum of (i) any accrued and unpaid rent as of the later of (A) the date of default or (B) the date that Lessor has obtained possession of the Equipment or such other date as Lessee has made effective tender of possession of the Equipment back to Lessor ("Default Date"); plus rent (at the rate provided for in this Rental Contract and any Schedule) for a period (the "Additional Period") commencing on the Default Date and ending on the earlier of (A) the date of all the Equipment is resold or re-leased by Lessor or (B) the date of entry of judgment in favor of Lessor; (ii) the present value of all future rentals reserved in the Rental Contract and contracted to be paid over the unexpired term of the Rental Contract and the present value of the estimated residual value of the Equipment as of the expiration of this Rental Contract, or any renewal thereof, discounted at a rate equal to the discount rate of the Federal Reserve Bank of Cleveland in effect at the end of the Additional Period; (iii) all commercially reasonable costs and expenses incurred by Lessor in any repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment including reasonable attorneys' fees and costs incurred in connection with otherwise resulting from Lessee's default; and (iv) any indemnity, if then determinable, plus interest at eighteen percent (18%) per annum; the amount received by Lessor upon such public or private sale or re-lease of the Equipment, if any;

(g) exercise any other right or remedy which may be available to it under the UCC or any other applicable law;

(h) a termination hereunder shall occur only upon notice by Lessor and only as to such items of Equipment as Lessor specifically elects to terminate and this Rental Contract shall continue in full force and effect as to the remaining items, if any; and

(i) if this Rental Contract is deemed at any time to be one intended as security, Lessee agrees that the equipment shall secure, in addition on to the indebtedness set forth herein, indebtedness at any time owing by Lessee to Lessor;

i) no remedy referred to in this paragraph is intended to be exclusive, but shall be cumulative and in addition to any other remedy referred to above or otherwise available, to Lessor by law or in equity. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of any of Lessor's rights.

(10) To the extent permitted by applicable law Lessee hereby waives any and all rights and remedies conferred upon a Lessee by sections 680.508 through 680.522 of the Florida Statutes. Code, including but not limited to Lessee's rights to: (i) cancel this Rental contract; (ii) repudiate this Rental Contract; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breaches of warranty or for any other reason; (vi) a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or part of any claimed damages resulting from Lessor's default, if any, under this Rental contract; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease Equipment in substitution for those due from Lessor; (x) recover any general, special, incidental or consequential damages, for any reason whatsoever and (xi) specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified to this Rental Contract. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in paragraph nine of this Rental Contract or which may otherwise limit or modify any of Lessor's rights or remedies under paragraph nine.

(11) Any action by Lessee against Lessor for any default by Lessor under this Rental contract, including without limitation breach of warranty or indemnity, shall be commenced within one (1) year after any such cause of action accrues.

(12) This Rental Contract shall be binding on the parties hereto and their successors and assigns; provided, however, that Lessee may not assign this Rental Contract or sublet the Equipment to any third party without the express written consent of Lessor and that any attempted assignment or subletting by Lessee without such written consent shall be null and void.

(13) This Rental Contract shall be governed by and construed under the laws of the State of Florida exclusive of the choice of law provisions thereof. Any disputes, actions, claims or causes of action arising out of or in connection with this Rental Contract or the transactions contemplated hereby shall be subject to the exclusive jurisdiction of the County Court of Wakulla County, Florida, or with respect to the amounts on controversy which exceed \$30,000.00 in the Circuit Court in and for Wakulla County, Florida. Each of the parties hereto acknowledges and consents to the personal jurisdiction of each or the said courts.

(14) This Rental Contract sets forth the entire agreement of the parties with respect to the rental of the Equipment and all oral or written representations, agreements, statements, or understandings entered into or made prior to or contemporaneously with the execution of this Rental Contract are rendered null and void and are merged herein.

(15) This Rental Contract may not be modified except in a writing duly executed by authorized representatives of the parties hereto. If any of the provisions of this Rental Contract shall be held to be invalid or unenforceable, for any reason, by a court of competent jurisdiction, this Rental Contract shall not be invalidated hereby but shall be interpreted as if such invalid or unenforceable provision was not primarily a part of this Rental Contract.

(16) All notices, correspondence and payments provided for herein shall be in writing and sent by certified mail to the addresses set forth on the face hereof or such other address or addresses as the parties may from time to time specify.