

TERMS AND CONDITIONS

- DEFINITIONS:** "Columbia" means Columbia Building Services Inc. Identified on the front page from which the Customer has rented the Equipment. "Equipment" means any one or more of the items identified as such on the first page of this agreement. "Customer" means the person or entity identified as such on the first page of this agreement, including any representative, agent, officer or employee thereof. "Shop" means the Columbia address in which the rental equipment was delivered from.
- AUTHORITY TO SIGN:** Any individual signing this contract represents and warrants that he or she is of legal age, and has the authority and power to sign this rental agreement as or for the Customer.
- DISCLAIMER OF WARRANTIES:** Columbia Building Services makes no warranties, express or implied, as the merchantability of the equipment or its fitness for any particular purpose. There is no warranty that the equipment is suited for customers intended use, or that it is free from defects. Except as may be specifically set forth in this rental agreement, Columbia disclaims all other warranties, either express or implied made in connection with this rental transaction.
- INDEMNITY/HOLD HARMLESS/DAMAGES:** Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment by Customer, and will take all necessary precaution to protect all persons and property from injury or damage while in possession of the Equipment. Columbia shall not be responsible to Customer or to any other party for any loss, damage, or injury (including any loss of profits, business interruption or other special or consequential damages) caused by, resulting from, or in any way connected with the Equipment, its operation or use, or any defect with respect thereto. Customer agrees to defend, indemnify and hold Columbia harmless from and against any and all liability, claims and damages of any kind (including attorneys' fees) for injuries or death to persons and damage to property arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the Equipment, however caused.
- RECEIPT AND INSPECTION OF EQUIPMENT:** Customers acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer is familiar with the proper operation and use of each item of Equipment.
- USE OF EQUIPMENT:** Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner, (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A.) Which may apply to the use of the Equipment. Customer agrees to check filters, oil, fluid levels, tire air pressure, clean and visually inspect the Equipment daily and to immediately notify Columbia when Equipment needs repair or maintenance. Customer acknowledges that Columbia has no responsibility to inspect the Equipment while it is in Customer's possession. Customer is responsible for fuel used.
- MALFUNCTIONING EQUIPMENT:** Should the Equipment become unsafe, malfunction or require repair, Customer shall immediately cease using such Equipment and immediately notify Columbia. If such condition is the result of normal operation, Columbia will repair or replace the Equipment with similar Equipment in working order if such replacement Equipment is available. Columbia has no obligation to replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. The Equipment must be returned to the Shop Location within Twenty-fours from the time of defect in order to terminate rental charges.
- RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT:** At the expiration of the term Customer will return the Equipment to the Store location during Columbia's regular business hours, such Equipment will be in the condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. Customer shall be liable for all damages to or loss of the Equipment, including any damage during transit to or from Customer. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Columbia for any reason whatsoever, Customer will pay Columbia the then full replacement list value together with the full rental rate as specified until such Equipment is replaced. If Columbia has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer, Customer shall be responsible for all loss or damage to the Equipment from the time of delivery to Customer until picked up by Columbia. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Columbia the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Columbia shall be under no obligation to commence repair work until Customer has paid to Columbia the estimated cost therefor.
- REASONABLE WEAR AND TEAR:** Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one-shift basis. The following shall not be deemed reasonable, wear and tear: (a) damage resulting from lack of lubrication or maintenance of lubrication or maintenance of necessary oil, water and air pressure levels; (b) except from lack of servicing or preventive maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of Columbia in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment.
- LATE RETURNS:** If not timely returned, in addition to the rental rates set forth in this agreement, Customer agrees to pay an additional charge of 1/6 of the daily rate for each hour the Equipment is retained beyond the expiration of the rental period. Customer agrees to pay for any damage to or loss of the Equipment occurring between the time the Equipment is returned and the commencement of Columbia's next business day in the event the Equipment is returned to the Shop Location at other than Columbia's regular business hours.
- RENTAL PERIOD & CALCULATION OF CHARGES:** RENTAL CHARGES COMMENCE WHEN THE Equipment leaves the Shop location and end when the Equipment is returned thereto. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an eight-hour day, 40 hours per week and 160 hours per month. On power equipment, operation in excess of one shift (eight hours per day) will be at Columbia's standard premium rates. Customer will truthfully and accurately certify to Columbia the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the rental period set forth on page one of the agreement and retention of possession after this time is a material breach of this agreement. TIME IS OF THE ESSENCE in this agreement.
- DEPOSIT:** In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guaranty by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer thereof said deposit shall be credited against any damages, costs or expenses incurred by Columbia as a result of such breach.
- PAYMENT:** All rentals shall be payable in full upon return of the Equipment to Columbia or prior to 30 days following Columbia's invoice to Customer, whichever comes first. Customer acknowledges that timely payment of rental charges is essential to Columbia's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment.
- FAILURE TO DELIVER:** Customer releases and discharges Columbia from any and all liability or damages (including consequential and special damages) which might be caused by Columbia's failure or inability to deliver any Equipment by any specified date or time.
- TITLE/NO PURCHASE OPTION/NO LIENS:** This agreement is not a contract of sale, and title to the Equipment shall at all times remain with Columbia. Unless covered by a specific supplemental agreement signed by Columbia, the Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

16. **TIRE/TUBE REPAIR OR REPLACEMENT:** Repair or replacement of tires and tubes is the responsibility of the Customer, and is not included in the rental rate.
17. **DEFAULT:** Should Customer in any way fail to perform, observe or keep any provisions of this rental agreement, Columbia may at its option do any one or more of the following: (a) terminate this agreement; (b) declare the entire rent immediately due and payable and commence legal action therefor; (c) retake possession of the Equipment, holding the Customer liable for all rental and other charges; or (d) pursue any other remedies available by law.
18. **REPOSSESSION OF EQUIPMENT:** In the event of any actual or anticipatory breach by Customer. Columbia's employees or agents may, without notice or legal process, go upon Customer's property and take all action reasonably necessary to repossess the Equipment. Customer waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by Columbia in retaking the Equipment.
19. **CUSTOMER'S INSURANCE COVERAGE:** Customer agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement to cover any damage or liability arising from the handling, transportation, maintenance, operation or use of the Equipment during the entire rental period. When requested, Customer shall supply to Columbia proof of such insurance by Certificate of Insurance clearly setting forth the coverage for the Equipment and naming Columbia as loss payee and additional insured; such insurance and evidence thereof to be in amounts and form satisfactory to Columbia. The Certificate of Insurance and policy shall provide that Columbia shall receive not less than thirty (30) days notice prior to any cancellation of the insurance required hereunder.
20. **ENTIRE AGREEMENT/ONLY AGREEMENT.** This written agreement represents the entire agreement between the Customer and Columbia. There are no oral or other representations or agreements not included herein. None of Columbia's rights or customer's rights may be changed and no extension of the terms of this agreement may be made except in writing, signed by both Columbia and Customer. The use of Customer's purchase order number on this agreement is for Customer's convenience only. This rental agreement supersedes any purchase order or other Customer provisions or forms whether sent to or received prior, or subsequent to this rental agreement.
21. **NO ASSIGNMENT, LENDING OR SUBLETTING.** Customer shall not sublease, subrent, assign or loan the Equipment, and any such action by Customer shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the front page of this form unless Columbia approves otherwise in writing.
22. **OTHER PROVISIONS.** Any failure of Columbia to insist upon strict performance by Customer of any terms and conditions of this agreement shall not be construed as a waiver of Columbia's right to demand strict compliance. Customer has carefully reviewed this agreement and waives any principle of law, which would construe any provision hereof against Columbia as the draftsperson of this agreement.

Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by Columbia in the collection of any charges due under this rental agreement or in connection with the enforcement of its terms.

Customer shall pay the rental charge without any offsets, deductions of claims:

The federal and state courts in the county in which Columbia is located shall have exclusive jurisdiction over all matters relating to this agreement. Trial by jury is waived. Service of process may be effected by certified mail, return receipt requested. Columbia shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

Criminal Warning: The use of false identification to obtain Equipment or the failure to return the Equipment by the date due in may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

Customer Signature

Printed Name/Title

Date