

1. **PHYSICAL CONDITION OF RENTAL ITEM(S)** You acknowledge that prior to taking the rented item(s), you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on the contract. It is your responsibility to return the rented item(s) to Pro Event Rental® in the same condition, except for ordinary wear and tear.

2. **USE OF THE ITEM(S)** You agree that you are satisfied with the instruction given by Pro Event Rental in the proper and safe manner of using the item(s) or that you are so familiar and told Pro Event Rental® that you were. You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. You have read and understand all manuals, written operating instructions and warnings as supplied for the equipment.

3. **INDEMNITY/HOLD HARMLESS AGREEMENT:** Lessee shall indemnify and hold lessor harmless for all claims and/or lawsuits including those for property damage or personal injury (including death) arising from the use of the equipment and/or alleged negligence of the lessor. The parties agree that in no event shall lessee's liability for indemnification hereunder exceed \$1,000,000. The specific consideration given lessor for lessee's agreement to indemnify lessor hereunder is the lower standard price at which equipment is rented. The parties agree and understand that if lessee did not agree to indemnify lessor as set forth in this agreement, then the equipment would be rented to lessee only at a higher specially negotiated price. This agreement shall be deemed a part of the project specifications or bid documents, if and, applicable to the work for which the equipment is rented.

4. **RESPONSIBILITY FOR THE EQUIPMENT** From the time the item(s) is rented out until it is returned, you are responsible for it. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the item(s). If the item(s) is returned not clean, a cleaning charge will be imposed. Failure to return rented property under the terms of this contract may subject the Renter to criminal prosecution.

5. **ITEM(S) FAILURE** You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify Pro Event Rental® of the facts. Pro Event Rental® agrees in its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you from the obligations imposed by other paragraphs, including 4 and 6. In all events, Pro Event Rental® shall not be responsible for any injury or damage, including consequential damages, resulting from failure or defect of a rented item(s).

6. **RETURN OF ITEM(S)** The rented item(s) is Pro Event Rental's property and is rented to you subject to this contract for rental charges and for the period of time noted on the reverse side. If you desire to extend the term of this rental beyond the time and date specified on the reverse side under "Due", you must immediately notify Pro Event Rental® to obtain our approval, the terms for such extension and a modification of this contract (see Paragraph 9). If this agreement has not been extended and you fail to return the item(s) when due in, Pro Event Rental®, to enforce its property ownership of the item(s), and to protect its interest under this contract, may retake the item(s) at any time and to do so Pro Event Rental or its representatives may enter your property and you hereby waive any right of action against Pro Event Rental® for such entry and retaking. In addition, you acknowledge that the failure to return rented item(s) within the contracted time and the sale or concealment of rented item(s) are prohibited, and that such action may constitute a crime, Pro Event Rental®, in addition to any other action we may

take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to prosecution.

7. CHARGE AND PAYMENTS Time is money. You are responsible for rental charges from the time the item is "Out" as specified on the reverse side until it is returned and other charges hereunder. Return the item(s) promptly, clean and in good condition. You and your representative, agent, or principal shall be responsible for and shall pay Pro Event Rental® all charges hereunder. All charges are due upon return of the item(s) and on demand. If the rental charges are charged to someone other than the Renter, the Renter represents he/she is the agent of such party and has the right to charge this rental; the Renter nevertheless will remain liable for the charges and for the other obligations and responsibilities of the Renter hereunder. If rental charges are not paid within 10 days of their due date, Pro Event Rental® at its discretion may recalculate all charges on a daily rental rate basis.

8. COLLECTION COSTS You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise in enforcing the terms of this contract.

9. MODIFICATION OF CONTRACT This paper represents our entire contract, and there are no collateral, oral, or other agreements outstanding. None of Pro Event Rental®'s rights may be changed and no extension of the term of this contract may be made except in writing signed by Pro Event Rental® and made a part of this contract.

10. DAMAGE WAIVER If you pay the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, Pro Event Rental® agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, collision, windstorm, upset, and riot. We exclude from this waiver, however, any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance, accident while being transported by your vehicle or any loss due to your failure to care for the rental item(s) as a prudent person would his/her own property, such as proper lubrication. In addition, if the item(s) rented is a truck, you are not relieved of liability of accidental damage for the truck container (box) caused by striking a stationary object. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement authorities and furnish us a copy. In addition, if you have insurance for the loss or damage, you shall exercise it, and shall empower us to exercise, all your rights to obtain recovery under insurance, shall cooperate with Pro Event Rental to obtain recovery and all insurance proceeds shall be given or assigned to Pro Event Rental.