

GENERAL RENTAL CENTER, MN RENTS, LLC, a Minnesota Company herein called "Lessor" hereby rents and leases to the undersigned herein after called "LESSEE", and Lessee hereby rents and leases from the Lessor the following personal property equipment and articles listed on the front of contract, hereinafter collectively referred to as "EQUIPMENT", and subject to the following terms and conditions:

- a. That the listed equipment has been received by Lessee.
 - b. Lessee agrees that he has been afforded an opportunity to carefully inspect and test the equipment being rented. Lessee additionally acknowledges that he has been given the right to further inspect and test said equipment prior to leaving the Lessor's premises. Upon Lessee's removing the equipment from the premises of the Lessor, or upon the Lessee's accepting delivery of the equipment from the Lessor, it shall be conclusively presumed that Lessee has, in fact examined the equipment and has found it to be in good working order and accepts said equipment in an "as is" condition and that the Customer understands (without further instructions) its proper operation and use.
 - c. That upon termination of this lease agreement, the Lessee shall immediately return the rented equipment and all attachments and parts belonging thereto, to the place of business of said Lessor the GENERAL RENTAL CENTER, in same condition as received, ordinary wear and depreciation excepted, and Lessee further agrees to pay for any damage resulting from said equipment while same is in Lessee's possession or under Lessee's control, actual or constructive.
 - d. It is understood and agreed that said equipment is leased to Lessee by Lessor and will be used by the Lessee at the designated address for the stated period and solely for the purpose for which said equipment was manufactured and intended. It is further understood and agreed that said equipment will not be removed from the address herein listed for use at any other address without the express consent of the Lessor.
 - e. In the event the Lessee desires to extend this lease beyond the expiration date originally agreed upon, it is understood and agreed that the Lessee shall immediately notify the Lessor of said desire and obtain Lessor's express approval and terms for said extension, Lessee agrees that if any of said equipment is lost, stolen or accidentally destroyed, Lessee will immediately notify Lessor of same and will furnish Lessor with proper affidavits, satisfactory to Lessor, covering the facts of such loss, theft or accidental destruction. The Lessee agrees that he shall be responsible for and pay the rental rate provided for herein for any such lost, stolen or accidentally destroyed equipment, from the date of occurrence of said loss, theft or accidental destruction until Lessor is notified of such loss, theft or accidental destruction as provided for herein.
 - f. **WARNING!** Failure to return said equipment can, in certain circumstances, be considered a theft, resulting in a criminal prosecution. Your attention is directed to Minnesota Statutes 609.52 (Subdivision 2, Subsection 9). Failure to return such acquired equipment on demand may constitute an act of theft and may be prosecuted under the above entitled statute whether or not said equipment is subsequently recovered. Lessor, at Lessor's sole discretion may report property stolen if held (3) days beyond "Due In" date. Lessor at Lessor's sole discretion, may revert all charges to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not refund on any item out over (30) minutes. Lessor will extend credit for like amount on any item providing Lessee uses this credit within a period of (30) days from the out date of Contract.
 - g. In the event of any breach of this lease by Lessee, or failure of Lessee to pay any rental or any other charge when due or insolvency or bankruptcy of Lessee, or failure of Lessee to perform any promise, agreement, covenant, or condition on Lessee's part. Lessor or his agent shall be permitted, and they are hereby authorized, to go to Lessee's or any other person's property and retake the leased equipment without giving Lessee notice and without legal process. Lessee does hereby grant unto Lessor or Lessor's agents permission to come onto any property wherein said equipment is located for the purpose of retaking it except that the Lessor shall not enter on the Lessee's premises unlawfully or commit any breach of the peace in possession of the goods. Lessee further agrees to pay any and all costs and expenses incurred by the retaking of said equipment from any party or from any location.
 - h. The operation of any lease vehicular equipment by any driver under 21 years of age is strictly prohibited.
 - i. Lessee agrees to pay interest at the highest rate permitted by law or at the rate of eighteen percent (18%) per annum, whichever is lesser upon all delinquent accounts, and further agrees to pay upon demand, all reasonable collection costs and attorney fees incurred in collection of this account.
 - j. The rental rate starts when equipment leaves the Lessor's facility and stops when it is returned to such facility. No allowance is made for Saturdays, Sundays, holidays or time in transit or for any period of time said equipment is not in use while in the Lessee's possession.
 - k. Rates for those items that have time clocks are based on eight-hour shift in a twenty-four hour period or 40 hours in 1 week or 160 hours in 4 weeks. Overtime charged on overages.
 - l. Lessor's failure, at any time, to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter or with any other provisions hereof. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and are not alternative. No representations, warranties, promises, guarantees or agreements, oral or written, express or implied, have been made by Lessor with respect to this lease of equipment, except as expressly provided herein. This lease represents the entire agreement between the parties hereto and may not be amended except by the express consent of the Lessee and Lessor or their representatives.
 - m. **LOADING AND UNLOADING EQUIPMENT.** If the Lessor's employees load, unload, or 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 negligence of the Lessor and its employees. Lessee is responsible for properly securing equipment in vehicle for safe transportation.
 - n. **INSPECTION OF TRAILER HITCH.** The Lessee agrees to inspect the trailer coupling Mechanism, breakaway chain, lights and safety chain before leaving the lessor's premises. The Lessee also agrees to inspect the equipment periodically (every 100 miles) and maintain the coupling, chains and lights in a safe and secure condition.
 - o. Lessee shall indemnify and hold harmless from all fines, penalties, forfeitures, and disabilities arising from use of the rented vehicle and imposed by any Federal, State, County, and Municipal statute and law or insurance policy provision.
 - p. Lessee shall immediately report any accident to Lessor and deliver, to Lessor, or its insurer if so wanted by Lessor every process, pleading, notice or paper of any kind received by Lessee or any driver of the vehicle relating to any claim, suit or proceeding connected with any accident or event involving the vehicle. Neither Lessee nor any driver of the vehicle shall aid or abet the assertion of any such claim suit or proceeding and shall cooperate fully with Lessor and its insurer in investigating and defending the same.
 - q. **INDEMNIFICATION:** Lessee assumes liability for, and shall indemnify, defend and hold harmless Lessor, its agents, employees, officers, directors, successors, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs, and expenses, including attorney fees, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to, latent, and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of Lessee to perform or comply with the conditions of this lease. The parties agree that Lessor shall only be liable or responsible for actions of sole negligence or willful misconduct.
- Without limiting the generality of the foregoing, Lessee shall, at its own cost and expense, defend Lessor against all claims, suits or proceedings commenced by anyone which Lessor is named as a party for which Lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by Lessor and Lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgement, or other resolutions thereof. In the event any such action is commenced naming Lessor as a party, Lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and Lessee shall be liable for and reimburse Lessor for all costs, expenses, and attorneys fees incurred by Lessor in such defense.
- The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease. **Purpose of this Clause.** It is understood and agreed by the parties that the purpose of this clause is to completely shift the risk of all claims relating to or arising out of the lease of the equipment to Lessee hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of the Lessor.
- r. Lessor shall not be liable for loss or damage of any property or Lessee or any other person which may have been in or on the vehicle either before or after the return to Lessor whether or not related to the negligence of Lessor or its agents, servants or employees. Lessee shall assume all risk or such loss or damage, waive all claims therefore against Lessor and defend, indemnify and hold Lessor harmless from all claims arising out of such loss or damage.
 - s. If any clause, provision or paragraph of this agreement is found to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the remainder of this agreement and this agreement shall be governed by the laws of the State of Minnesota.
 - t. **DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, EITHER EXPRESS OR IMPLIED OR THAT IT IS FREE OF LATENT DEFECTS. LESSEE'S SOLE REMEDY FOR ANY FAILURE OF, OR DEFECT IN EQUIPMENT, SHALL BE THE TERMINATION OF THE RENTAL CHARGES AT THE TIME OF FAILURE, PROVIDED THE EQUIPMENT IS RETURNED TO LESSOR FOR LESSOR'S TAKING WITHIN 24 HOURS FROM THE TIME OF DEFECT. LESSOR SHALL NOT BE RESPONSIBLE TO LESSEE OR ANY AGENT OR EMPLOYEE OF LESSEE OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE OR INJURY OF ANY AND EVERY NATURE WHATSOEVER, INCLUDING ANY SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE RENTAL OF SAID EQUIPMENT: THE OPERATION OR USE OF SAID AND ALL COSTS, EXPENSES, CLAIMS OR JUDGMENTS, INCLUDING REASONABLE ATTORNEY FEES, INVESTIGATION COSTS, DEFENSE EXPENSES AND COURT COSTS, FOR OR ON ACCOUNT OF ANY PERSONAL INJURIES OR PROPERTY DAMAGE SUSTAINED BY ANYONE. WHILE LESSEE HAS POSSESSION, CUSTODY OR CONTROL OF THE LEASED EQUIPMENT, ARISING OUT OF THE USE OR MISUSE OF THE EQUIPMENT HEREIN LEASED OR ARISING OUT OF ANY DEFECT IN THE DESIGN OR MANUFACTURE OF SAID EQUIPMENT, OR ARISING OUT OF THE LESSOR'S NEGLIGENCE OR FAILURE TO WARN OR FROM ANY OTHER CAUSE OR CONTRIBUTING CAUSE.**
 - u. **THE LESSEE WILL NOT DISPOSE OF ANY EXPENDABLE EQUIPMENT OR ITEMS (SUCH AS OIL) IN VIOLATION OF ANY STATE OR FEDERAL REGULATIONS OR IN VIOLATION OF ANY LAWS RELATING TO THE ENVIRONMENTAL PROTECTION AGENCY OF THE STATE OR FEDERAL GOVERNMENT.**
 - v. **THE LESSOR IS NOT RESPONSIBLE FOR UNDERGROUND UTILITIES.**
 - w. Lessee is responsible for loss or damage to rental goods in case of FIRE, THEFT, WIND, RAIN, or other hazard regardless of cause or fault.
 - x. Lessee is liable for any damage caused by MILDEWING. Do not roll up any canvass or vinyl items when wet.
 - y. Lessor is not liable for injuries or damage to persons or property caused by fire, lightning, windstorm, rain cyclone, tornado, hail, explosion, riot, insurrection, vandalism and mischievous mischief, sabotage, aircraft or object falling therefrom, vehicles running on land or tracks, smoke, earthquake, or volcanic eruption, flood, nuclear radiation, or radioactive contamination, hostile, or warlike action or similar perils including any and all acts of God.
 - z. **DAMAGE WAIVER: A fixed fee listed after equipment or %, listed on front of contract, of total rental fees will be added to contracts to cover repair costs to equipment when ACCIDENTAL, UNAVOIDABLE DAMAGE occurs to equipment while in customer's possession. It covers the first \$100 of any accidental damage to equipment. For damages over \$100, the Customer is responsible for paying 20% of repair/replacement charges. DAMAGE WAIVER IS NOT INSURANCE and does not include the following: 1) Misuse, careless or negligent use of equipment. 2) Overhead damage to vehicles. 3) Mysterious disappearance or theft of equipment. 4) Avoidable damage, i.e. damage due to poor judgement of Lessee. 5) Lessee or lessee's agents infidelity or conversion of equipment. 6) Damage to tires on equipment. 7) Damage caused by overloading or exceeding equipment capacity. 8) Use of equipment in violation of any terms of this agreement. 9) Damage to hydraulic hoses and couplers on equipment. 10) Subrogation of recovery rights: If Lessee has insurance covering such loss or damage, Lessee shall exercise all rights available to him or her under said insurance, take all action necessary to process said claim, and Lessee further agrees to assign said claim and pay any and all proceeds from such insurance to Lessor. Lessee shall furnish name of his or her insurance agent, insurance company, and complete information concerning insurance coverage carried. Lessor's waiver of claims against Lessee as herein set forth is contingent upon Lessee's prompt making of and submission to Lessor, a copy of the police report. Damage Waiver is not available for any party items of bucket lifts. Does not cover rubber tracks or other consumable items.**