

TERMS & CONDITIONS

1. Physical Condition and Usage. – You acknowledge, that prior to taking the rented item(s), that you examined the item(s), saw it in operation (if appropriate) and found it suitable for your needs. You further understand that 202 Rent-All makes no warranty, expressed or implied, for fitness or merchant-ability for any particular purpose or usage, and rents the item(s) “as is”.

2. Instruction. – You agree that you are satisfied with the instruction given by 202 Rent-All in the proper and safe manner of using the item(s) or that you are so familiar and told 202 Rent-All that you were. You further agree that the item(s) will be used only for the purpose for which the item(s) was manufactured and intended. Improper use is prohibited, and if at any time during the rental you become unsure of an item(s) usage or condition, you will stop using the item(s) immediately and refer to written instructions given or contact 202 Rent-All for clarification. Failure to do so could cause serious injury and/or death.

3. Responsibility for Use. – You are responsible for the use of the rented item(s). You assume all risks inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold 202 Rent-All harmless from and hereby release 202 Rent-All from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from 202 Rent-All negligence, from the defective condition of the item(s) or from any cause. You agree that no warranties, expressed or implied, have been made in connection with this rental.

4. Item 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 202 Rent-All of the facts. 202 Rent-All 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 5 and 12. In all events, 202 Rent-All shall not be responsible for any injury or damages, including consequential damage, resulting from failure or defect of a rented item(s).

5. Return of Item(s). – the rented item(s) is 202 Rent-All's property and is rented to you subject to this contract for rental charges and for the period of time noted on the front. If you desire to extend the term of this rental beyond the time and date specified on the front under “Date/Time Due”, you must immediately notify 202 Rent-All to obtain our approval, the terms for such extension and a modification of this contract (see Paragraph 8). If this agreement has not been extended and you fail to return the item(s) when due in, 202 Rent-All, 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 202 Rent-All or its representatives may enter your property and you hereby waive any right of action against 202 Rent-All for such entry and retaking. In addition you acknowledge that the failure to return rented item(s) within the contracted time and the same or concealment of rented item(s) are prohibited, and that such action may constitute a crime. 202 Rent-All, in addition to any other action we may take, may notify the authorities and take other action, including filing of criminal complaints, subjecting you to prosecution.

6. Charges and Payments. – Time is the essence of this contract. You are responsible for rental charges from the time the item(s) is “Rented Out” as specified on the front 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 202 Rent-All 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 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 ten (10) days of their due date, 202 Rent-All at its discretion may recalculate all charges on a daily rental basis.

7. 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.

8. Modification of Contract. – This paper represents our entire contract, and there are no collateral, oral or other agreements outstanding. None of 202 Rent-All's rights may be changed and no extension of the term of this contract may be made except in writing signed by 202 Rent-All and made part of this contract.

9. Damage Waiver. – If you pay the Damage Waiver Charge (DWC) as specified, subject to the limitations and exclusions below, 202 Rent-All agrees to modify the terms of this contract and relieve you of all liability for accidental damage to the rented item(s) on this contract. We exclude from this waiver, however, any loss or damage due to theft, misuse or abuse, theft by conversion, intentional damage, mysterious disappearances or other loss due to your failure to care for the rented item(s) as a prudent man would his own property, such as proper lubrication. We also exclude from this waiver, any loss or damage to diamond cutting, drilling or grinding products, any and all tire damage, including trailers. 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 and shall empower us to exercise, all your rights to obtain recovery under insurance, shall cooperate with 202 Rent-All to obtain recovery and all insurance proceeds shall be given or assigned to 202 Rent-All.

10. Confession of Judgement. – If rent and/or charges hereby reserved as rent shall remain unpaid on any day when the same ought to be paid, Lessee hereby empowers any prothonotary, Clerk of Court, or attorney of any Court of Record to appear for Lessee in any and all actions which may be brought for rent and/or the charges, payments, costs and expenses reserved as rent, or agreed to be paid by Lessee, and in said suits, action or actions to confess judgement against Lessee for all or any part of the rent specified in this lease and then unpaid, and for interest and costs together with an attorney's commission of five (5) percent. Such authority shall not be exhausted by one (1) exercise thereof, but judgement may be confessed as aforesaid from time to time as often as any of said rent and/or other charges, payments, costs and expenses reserved as rent shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term and/or during any extension or renewal of this lease.

11. Use of Lessee's Purchase Order Number. – The use of Lessee's purchase order number on this contract is for Lessee convenience and identification only. This contract constitutes the sole agreement between Lessor and Lessee and supercedes any purchase order provisions whether sent to or received prior to or subsequent to this contract. Absence of purchase order number shall not constitute grounds for non payment of rental charges when Lessee has enjoyed or had the right to enjoy the use of the rented item(s).

12. Lost, Stolen or Damaged Property. – 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). You agree to pay the fair market value of the goods in the event of their theft, loss or total damage as an insurer, regardless of the cause, while goods are out of the possession of 202 Rent-All. “Total Damage” shall be defined as damage to the goods the repair of which would necessitate a cost of greater than the fair market value. The value of such lost, stolen or total damaged goods shall be the fair market value as set forth in this contract, which will never be less than one half (1/2) the list price. It is also understood and agreed that you shall be responsible for the full rental rate for a period of thirty (30) days from the day of reporting the theft, loss or total damage or until 202 Rent-All is compensated for the loss of the goods, whichever date shall first occur. You shall furnish to 202 Rent-All a police report demonstrating that the loss, theft or total damage of the goods have been reported to the appropriate police agency. You agree to immediately notify 202 Rent-All if the goods are stolen, lost or totally damaged.

13. Severability. – The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

14. Interest Rate. – Interest shall be charged at the rate of one and one-half percent (1 1/2%) per month on unpaid balance over thirty (30) days.

15. Trailer Usage. – If the item(s) includes usage of a trailer, then and in that event, you agree to inspect the trailer, trailer coupling mechanism and safety chain before leaving 202 Rent-All's premises. You also agree to inspect the equipment periodically (at least every 250 miles) and to maintain the coupling and chain in a safe and secure condition.

Day Rate – 8 hrs. usage and/or 24 hrs. out of store.

Week Rate – 7 consecutive days including weekends and holidays.

Month Rate – 28 consecutive days including weekends and holidays.

Sunday Rental – Saturday between 3:30 p.m. and 5:00 p.m. Return Monday morning by 9:00 a.m. One day charge.