

RENTAL AGREEMENT CONTRACT

1. Lessee acknowledges receipt of the herein described personal property. Both parties agree that the property was inspected by the Lessee at the time of delivery to and accepted by the Lessee and that the property was in good and serviceable condition.
2. Title to the rented property is and at all times shall remain the in the Lessor. Only the Lessee and those other persons whose names are listed on the reverse side, are authorized to use the property and Lessee will not permit the property to be used by any other person or at any other address other than the address designated on the reverse side without the written consent of the Lessor.
3. Lessee represents that it has knowledge to properly operate the property, and will raise any questions with Lessor's staff before removing the property from the premises. Lessee assumes all responsibility to ensure that all authorized operators are properly trained and competent. Lessee agrees that the property will be used only for its designed purposes within specified performance capabilities.
4. The parties agree that the Lessor is not the manufacturer of said property or the agent of the manufacturer. If the Lessee is a Kansas consumer pursuant to the definition of "consumer" under the Kansas Consumer Protection Act then no additional warranties are hereby given except those implied by the laws of the state of Kansas. **IF THE LESSEE IS NOT A KANSAS CONSUMER THEN THE LESSEE ACCEPTS THE PERSONAL PROPERTY AS IS AND THE LESSOR AND LESSEE AGREE THAT THERE IS NO WARRANTY THAT THE GOODS WILL BE FIT FOR A PARTICULAR PURPOSE AND THAT THERE IS NO WARRANTY OF MERCHANTABILITY.**
5. In the event that the rental property becomes unsafe or in a state of disrepair, Lessee agrees to immediately discontinue its use and promptly return it to the Lessor. If the condition is not the fault of the Lessee, the Lessor shall replace it promptly of a like kind in good working order.
6. The Lessee will return the property and all its parts and attachments when due to the location it rented the property in accordance to its commitment herein. Failure to do so shall give the Lessor the right to enter onto Lessee's premises and repossess and remove the property or render the property unusable without removal, and Lessor shall not be deemed to have committed a trespass by so doing. Lessee will return the property in the same condition as it was received, ordinary wear and tear excepted. The Lessee agrees to pay for any damage to the property or loss of its parts or attachments, while in its possession or control. No such loss, damage, theft or destruction shall relieve Lessee of its obligation to pay Rent or to comply with any other provision of this Agreement. The amount of damage for any loss of or injury to the property shall be based upon the then actual reasonable agreed value without regard to the rent paid or accrued. Should collection or litigation become necessary to collect damage and/or loss, Lessee agrees to pay all collection charges, including reasonable attorney's fees and court cost.
7. Lessor shall not be liable to Lessee for any loss, delay or damage of any kind resulting from defects or inefficiency of the rented property or accidental breakage. If the property is initially rented with a credit card, Lessor shall be entitled to charge the credit card periodically and at such times as Lessor may determine for all amounts calculated to be due including amounts due for damage to the property or consequential damages to the Lessor as described herein. Lessee shall execute and deliver all authorizations required or desired by Lessor for such charges to be made to the credit card account.
8. Lessee waives and releases Lessor from all claims for injuries or damages to Lessee arising out of the use of the rental property by Lessee. Lessee shall indemnify, defend and hold Lessor, its agents, employees, officers, directors, owners, insurers, and their successors and assigns harmless from and against any and all liabilities, obligations, losses, damages, claims, penalties, injuries (both to body and property) and all costs and expenses thereof (including attorneys' fees and expenses) in any way relating to or arising out of the property in whatever manner in connection with any event including operation, handling and transportation occurring prior to the proper return of the property.
9. Lessee will give Lessor immediate notice of any levy attempted upon the rental property, or if the property for any cause becomes liable to seizure, and indemnify Lessor against all loss and damages caused by such action including Lessor's reasonable attorney's fees and expenses.
10. At Lessors sole discretion, all charges may revert to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not make a refund on any items out over thirty (30) minutes. Lessor may, at his sole discretion, report the rental property stolen if held five (5) days beyond "Due In" date.
11. Should the Damage Waiver Protection package be assessed, a fee (which is a percentage of the rental amount) will be charged for each individual rental. This fee is subject to change at anytime.

By accepting this plan offered by Construction Rental, Inc. you are entitled to protection with the following exceptions:

 - A. Property must be kept locked inside a fenced enclosure or guarded by security personnel when not in use.
 - B. A deductible of:
 - \$250 for accidental damage to each piece of property with a fair market value of less than \$5,000.
 - \$1,000 or 20% of the repair cost of each piece of property, whichever is higher, for accidental damage to each piece of property with a fair market value of \$5,000 or greater.
 - \$1,000 or 20% of the fair market value of each piece of property, whichever is higher, for accidental damage to each piece of property as a result of theft, vandalism, or malicious mischief.
 - C. Loss of damage resulting from overloading or exceeding the rated capacity of Property.
 - D. Loss or damage to the property and expense resulting from the gross negligence or willful misconduct of Lessee, including operation of the property in a reckless or abusive manner or intentional damage to the property by Lessee or with Lessee's permission.
 - E. Loss or damage to motors or other electrical devices caused by artificial electric currents.
 - F. Damage to tires or tubes caused by blowouts, bruises, cuts, road hazards, or other causes inherent in the use of property.
 - G. Loss or damage resulting from lack of lubrication or other normal servicing of property.
 - H. Loss due to disappearance or shortage disclosed on inventory.
 - I. Loss or damage caused by conversion of Lessee, his employees, or persons to whom the property is entrusted.
 - J. Use of the property in violation of any terms of this agreement.
 - K. Failure to file police report.
 - L. Damage from using straight gas in 2 cycle motors.
12. Lessee agrees that should any paragraph or provision violate the law and is unenforceable, the rest of the agreement will be valid.