

Gillespie Lumber Company

Rental Agreement

The Contractor or Lessee of listed rental equipment agrees:

- I. To accept full responsibility and liability for any and all damages to listed equipment due to improper operation, maintenance, and/or lubrication, freezing, fire, theft, windstorm, hailstorm, flood, riot insurrection, strike, explosion, collision, damages while being transported, loaded, or unloaded, or for any causes whatsoever other than ordinary wear and tear.
- II. To return all equipment to Gillespie Lumber Company in good condition excepting normal wear and tear.
- III. To pay for any repairs or replacement of all parts damaged to rental equipment resulting from misuse.
- IV. Lessee shall not make any alterations, additions or improvements to the Rental Equipment without the prior written consent of Gillespie Lumber Company.
- V. Lessee agrees to service rental equipment for the duration of the rental period. The rental period starts when the equipment leaves the yard of Gillespie Lumber Company and continues until returned. Equipment must be returned in same condition as received excepting normal wear. All damages and shortages will be billed to the Lessee at current market price. In event of damage to equipment, the rental period will continue until equipment is put back into serviceable condition by Lessor.
- VI. Lessee assumes full responsibility for the operation, use and movement of leased equipment and will hold Lessor harmless from all loss, liability, damage, and expense on account of any damage to property or injury including death to Lessee's employees or other persons.
- VII. Lessee represents and warrants that Lessee is familiar with the Rental products and the proper and safe manner of using the Rental Products and that training and instruction as to the proper and safe use of the Rental Products is not needed and unnecessary. Lessee agrees (i) to use the Rental Products in a careful and proper manner, (ii) to strictly comply with and conform to all federal, state, county, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Rental Products, specifically including without limitation all OSHA rules and regulations; (iii) to only permit the Rental Products to be used by fully qualified and experienced individuals fully trained in the proper use of the Rental Products; (iv) to only use the Rental Products in accordance with the manufacturer's instructions and recommendations; and (v) to immediately discontinue use of the Rental Products at any time, should such Rental Products become unsafe or in a state of disrepair, and to immediately (within one hour or less) notify Gillespie Lumber of such conditions in writing.
- VIII. Lessee shall at all times maintain and use the rental products in strict compliance with all applicable local, state, and federal environmental laws, regulations, standards and requirements. Customer shall not permit the Rental Products to come into contact with any hazardous substances, and keep the Rental products free from contamination of any type including but not limited to: Toxic, radioactive, or infectious substance, material or waste as defined, listed, or regulated under any law pertaining to the protection of human health or the environment.
- IX. The Rental products are, and shall at all time be and remain, the property of Gillespie Lumber Company and Lessee shall have no right, title, or interest therein or thereto. Lessee shall, at its sole cost and expense, at all times protect and defend Gillespie Lumber Company's interest in the Rental Products against all claims, liens, and legal processes of creditors, customers, and other persons, and keep the Rental Products free and clear from all such claims, liens, and processes. The Rental products are, and shall at all times remain personal property notwithstanding that the

rental products or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon.

- X. Lessee agrees not to assign, transfer, sublet or part with the possession of the Rental Equipment either directly or indirectly.
- XI. Lessee agrees not to commit or permit any act whereby Rental Equipment or any part thereof shall or may be seized, taken in execution, attached, removed, destroyed, or injured.
- XII. In case of default of any of the terms of this agreement, Gillespie Lumber Company, their agents or servants, may at its option enter the premises where listed equipment is used or any premises where said equipment may be found and remove the Rental Products without notice or demand and without being guilty of any trespass or wrong. Gillespie Lumber Company is not liable for any damage because of such removal of the Rental Products, and the Lessee agrees to pay all expenses incidental to said removal. Lessee agrees to pay an additional 15% as a collection charge should Gillespie Lumber Company deem it necessary to place the account in the hands of an attorney for collection.

By signing below you agree to the terms and conditions as stated above without exception.

Print Name

Signature

Title

Date