



RENTAL AGREEMENT – TERMS AND CONDITIONS REPUBLIC COMPANIES

By accepting the Equipment upon delivery, the “Bill To” party on the Invoice (“Customer”) agrees with Republic Companies (“Company”) to these terms and conditions (“Terms”):

Rental Charges and Taxes. Customer will pay Company for use of the “Equipment” and “Accessories” (“Equipment”) at the Rental Rate as shown on the Invoice. Rental Rates are based on a Weekly Rental Rate or a Monthly Rental Rate. Customer will also promptly pay when due all sales, use, property, excise and other taxes or assessments. Customer is responsible for all costs and expenses of any kind whatsoever for the possession and use of the Equipment.

Delivery; Risk of Loss. Company will have no liability for any delay in delivery or failure to supply Equipment. Customer shall bear the risk of all loss of or damage to the Equipment and loss of its use, whether caused by fire, flood, storm, accident, theft, act of God, machinery breakdown or any other cause whatsoever from the time the Equipment leaves the premises of Company and until it is returned to the possession of Company and accepted by it. There will be no abatement or reduction of Rent on account of any Loss. If a Loss occurs, Customer shall be liable for the expense of repairing the Equipment, or if the Equipment cannot be repaired, then for an amount equal to the cost of purchasing similar Equipment from the manufacturer.

Maintenance, Operation and Repair. Customer will, at its expense, cause competent and qualified personnel to properly install, operate and maintain the Equipment in good operating condition, in accord with applicable instruction manuals, laws and regulations. Customer will not do or permit any act to be performed with the Equipment which would result in endangering or injuring persons or property in the vicinity of the Equipment or the premises where it is being used, create a safety hazard, or interfere with the normal and satisfactory operation or maintenance of the Equipment. Company is not responsible for service and repair arising out of Customer’s negligence, including improper use, over-firing, inadequate fuel or electric power, damage to the Equipment, misapplication, or neglect. **In these cases Customer will be liable for the expense of repairing the Equipment.** Customer will promptly notify Company of any breakage or failure of the Equipment and Company will, in its sole discretion, replace the Equipment, make repairs or authorize repairs. Any parts furnished in the course of repairs will become part of the Equipment. Customer will keep and use the Equipment only at the “Ship To” location specified on the Invoice and will not relocate or remove any Equipment without the prior consent of Company.

Removal or Return of The Equipment; Quiet Enjoyment. Customer grants to Company the right to enter any job or location for the purpose of inspecting or repairing the Equipment, or to remove Equipment if Company deems the Equipment is at risk due to improper use, over-firing, inadequate fuel or electric power, damage, misapplication, neglect, or as otherwise reasonably determined by Company. It shall be Customer’s responsibility to notify Company when Equipment is no longer needed, at which time Customer will be advised how and where Equipment is to be returned. **When Equipment is returned or picked up, Company will inspect the Equipment to ensure Equipment is in proper working condition.** Equipment returned by Customer must be in the same condition as when delivered to Customer, ordinary wear and tear excepted. Prior to return, so long as Customer is not in default under these Terms, Company shall not interfere with Customer’s possession and use of the Equipment.

Ownership and Title; No Liens or Encumbrances. The Equipment is and shall at all times be and remain the sole and exclusive property of Company, and Customer has no right, title or interest therein, except for the right expressly provided for here to use the Equipment in the normal operation of its business. Company is permitted to display notice of its ownership on the Equipment by reasonable means, such as a label affixed thereto. Customer will not attempt to assign its rights to the Equipment, sublet the Equipment, or move the Equipment away from the “Ship To” job site without first obtaining Company’s prior consent. The Equipment will remain personal property regardless of its attachment to real property. Title to the Equipment will at all times remain with Company and Customer at its expense will defend the title of Company and keep the Equipment at all times free and clear of all claims, levies, liens or encumbrances except those created by or arising through Company. Customer will not pledge, lend, create a security interest in, or sublet the Equipment without Company’s prior written permission.



Warranties and Disclaimers. Company warrants only that, at the time the Equipment is delivered to Customer, Company has the right to lease the Equipment to Customer. Customer acknowledges that it is not relying upon Company's skill or judgment to select or furnish Equipment suitable for its purpose or any particular purpose. All warranties are void if the Equipment has been subject to abuse or abnormal damage or use. Regardless of what representations may be contained in correspondence, labels, advertisements, owners manuals or warranty cards, Customer acknowledges that Company makes no warranty, express or implied, except the warranty provided in this section. THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Liability Disclaimer, Indemnity and Insurance. Company expressly disclaims liability for, and Customer will indemnify, hold harmless and defend Company against any claim, suit, liability, loss, damage, or expense of any kind (including attorney's fees) arising out of or caused, directly or indirectly, by: (1) the ordering, use, condition, performance, operation or transportation of the Equipment; (2) the inadequacy of the Equipment for Customer's purpose or any purpose; (3) a deficiency or defect in the Equipment or its component parts; (4) loss of use of the Equipment; (5) any loss of Customer's, the customer of the Customer, or any other third party's business; or (6) personal injury (including bodily injury or death) or property damage by reason of any act done, permitted to be done, suffered or omitted to be done by Customer in connection with the use of the Equipment, regardless of whether any of the aforesaid claims are based contract, tort, breach of warranty, product liability or otherwise. These indemnities survive termination of this agreement. Customer will carry liability insurance against any such liability for any and all bodily injury, property damage, or loss of business claims in such form and with such insurance companies as shall be satisfactory to Company.

Reports. Customer shall immediately notify Company in writing of each incident arising out of the alleged or apparent manufacture, function or operation of the Equipment, describing the time, place and nature of the accident, damage to property or Equipment, and names of the persons involved or injured, if any.

Default and Remedies. Any of the following will be a default by Customer: (1) failure to pay Rent when due; (2) failure to maintain liability insurance; (3) taking or permitting action to remove, sell, transfer, encumber, pledge, part with or sublet the Equipment; (4) the Equipment is attached, levied upon or seized; (5) irreparable damage, loss or destruction occurs to the Equipment; or (6) failure to perform Customer's agreements under these Terms. Upon the occurrence of Customer's default, Company may at its option take one or more of the following actions: (1) terminate this agreement for rental of the Equipment; (2) whether or not this Agreement is terminated, take immediate possession of any or all Equipment wherever situated and, for such purpose, enter onto any premises owned or controlled by Customer without liability for doing so; (3) sell, dispose of, hold, use or lease the Equipment as Company in its sole discretion may decide, retaining any surplus and holding Customer liable for any deficiency; or (4) purchase similar equipment from the manufacturer and recover the cost from Customer, less any insurance proceeds received by Company. Customer hereby waives notice and service of process and confesses judgment against it for any remedy provided herein. Customer remains liable for all unpaid Rent or other charges due under these Terms up to and including the day on which Company obtains possession of the Equipment. Customer is responsible for all legal fees and other costs and expenses resulting from the foregoing defaults or the Company's exercise of its remedies, including the costs of repossession, repair, storage, transportation and disposition of the Equipment, collection costs and attorneys' fees. No remedy is intended to be exclusive, and each remedy shall be cumulative and in addition to any other remedy provided for in these Terms or at law or in equity.

Miscellaneous. These Terms will be governed by the laws of the State of Iowa. These Terms constitute the entire agreement between Company and Customer, superseding all prior communications and agreements between the parties. Those of Customer's proposed terms and conditions which are in addition to or inconsistent with these Terms will not be given any effect whatsoever. No provision of these Terms shall be deemed waived, amended or modified unless in writing and signed by the party against whom enforcement is asserted.

Payment. All invoices are due, without setoff, in accordance with the normal payment terms Republic has with Customer. Company's normal freight and delivery charges apply. Customer agrees to pay interest on all past-due sums



at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Company harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges. In the event of a payment default, Customer will be responsible for all of Company's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees.

Rental Pricing Guidelines

Prices do not include any applicable taxes of freight.
Equipment is available on a first come first serve basis.

Weekly Rental Rate

A Weekly Rental Rate is for items rented for up to 1 week. If Customer rents Equipment on a Monday as a Weekly Rental, Customer must return or communicate to Company that Equipment is ready to be picked up by the end of the following Monday. No credit is given if Equipment is returned earlier – for example the same Weekly Rental Rate is due in full if it is used for 4 days or a full week.

If Equipment is held longer than one week, additional weeks will be billed to the Customer until product is returned. 3 days equals 1 week. For example, if Customer rents Equipment on a Monday as a Weekly Rental and returns the Equipment the following Thursday, Customer will be charged two (2) Weekly Rental Rates (1 week for Monday – Monday, 1-week for Tuesday – Thursday).

Monthly Rental Rate

A Monthly Rental Rate is for items rented for up to 1 month. One "month" consists of four weeks. If Customer rents Equipment on a Monday as a Monthly Rental, Customer must return product by the end of the Monday four weeks from the original rental date. 3 weeks equals 1 month. For example, if Customer rents Equipment on a Monday as a Monthly Rental and returns equipment 18 days later, a full month will be charged (14 days for two full weeks plus 4 days for third week = 3 weeks = 1 month).

If Equipment is held longer than the original Monthly Rental, Customer will be billed accordingly. For example, if Customer rents Equipment for one (1) month and returns it in 6 weeks, the Monthly Rental Rate along with two (2) Weekly Rental Rates will be billed to Customer.

Equipment Rental Sheet

An Equipment Rental Sheet is included as part of this Rental Agreement. The Equipment Rental Sheet details the type of equipment rented and the duration of the rental. By signing this agreement Customer is agreeing to the type of Equipment rented and the amount to be billed for the rental of said Equipment.

I understand and accept these terms and conditions.

Name

Company

Date