

1. **INSPECTION:** Customer acknowledges that he has had an opportunity to personally inspect the equipment and finds it suitable for his needs and in good condition and that he understands it proper use. Customer further acknowledges his duty to inspect the equipment prior to use and notify dealer of any defects.
2. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT:** If the equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to discontinue use and notify Dealer who will replace the equipment in good working order, if available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.
3. **WARRANTIES:** Customer acknowledges that the equipment is made available in an AS-IS, WHERE-IS condition and that, except as may otherwise be stated on the face of this contract, TERRY'S TOOL & EQUIPMENT RENTAL LLC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR MERCHANTABILITY, WITH RESPECT TO THE EQUIPMENT.
4. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** Customer shall assume all responsibility and liability for damage or injury (including death resulting therefrom) to all persons, whether employees of the Customer or otherwise and to all property, including but not limited to property of the Owner, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with any act, error or omission (negligence or otherwise) on part of Customer, his agents, servants or employees: and if any person shall make a claim for damage or injury as herein above described Customer agrees to indemnify and save harmless Dealer, his agents, servants and employees from and against loss, expense, damage or injury, that Dealer, his agents, servants and employees may sustain as the result of any such claim and Customer agrees to assume, on behalf of Dealer, and/or his agents, servants, employees, the defense of any such action at law or equity which may be brought against Dealer and/or his agents, servants or employees upon such claim and to pay all cost and expenses resulting therefrom, or in connection thereunto, and to pay on behalf of Dealer, and/or his agents, servants or employees in any such actions.
5. **PROHIBITED USES:** Use of the equipment in the following circumstances is prohibited and constitutes a breach of this contract:
 - Use for illegal purpose or in illegal manner.
 - Use when the equipment is in bad repair or is unsafe.
 - Improper, unintended uses or misuse.
 - Use by anyone other than Customer or his employees, without Dealer's written permission.
 - Use at any location other than the address furnished Dealer without Dealer's written permission.(Does not apply to mobile equipment)
6. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT:** Dealer may assign his rights under this contract without Customers consent, but will remain bound by all obligations herein. Customer may not sublease or loan the equipment without Dealer's written permission. Any purported assignment by Customer is void.

7. TIME OF RETURN: Customer's right to possession terminates on the expiration of the rental period and return period and retention of possession after this time constitutes a material breach of this contract. Time is of the essence of this contract. Any extension must be mutually agreed upon in writing.
8. LATE RETURN: Customer agrees to return the rented goods during Dealer's regular store hours, upon termination of the rental period. If not timely returned, Customer shall pay an additional charge of $\frac{1}{6}$ of the daily rate for each hour the goods are retained beyond the expiration of the rental period.
9. DIRTY, DAMAGED OR LOST EQUIPMENT: Customer agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of Dealer. Customer also agrees to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damage or lost goods. Equipment damage beyond repair will be paid for at its Fair Market Value when rented. The cost of repairs will be borne by Customer, Whether performed by Dealer, or, at Dealer's option, by others.
10. TIME OF PAYMENT: Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (**Annual Rate of 18%**) will be charged on all overdue accounts.
11. COLLECTION COSTS: Customer agrees to pay all reasonable collection costs, including an additional 15% of all amounts due as attorney's fees, court costs, and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.
12. REPOSSESSION: Upon a failure to pay rent or breach of this contract, Dealer may terminate this contract and take possession of and remove the goods from wherever they are, and Dealer and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.
13. LOADING AND UNLOADING: Customer is responsible for loading and unloading the goods. If Dealer's employees assist in loading or unloading the goods, Customer agrees to assume the risk of, and hold Dealer harmless for, any property damage or personal injuries, including damage or injuries attributable to the negligence of the dealer or his employees.
14. DISCLAIMER OF AGENCY: Customer acknowledges that he is not the agent of Dealer for any purpose.
15. TIRE REPAIR OR REPLACEMENT: Customer acknowledges that repair and replacement of any tires are not included in the rental rate and agrees to pay for the repair or replacement of any tires returned to Dealer in a damaged condition, regardless of the cause of the damage, reasonable wear and expected.
16. FAILURE TO RETURN GOODS DURING BUSINESS HOURS: In the event, the goods are not returned during Dealer's regular business hours, Customer agrees to pay for any damage to or loss of the goods occurring between the time of return and the commencement of Dealer's following business day.

17. **DISCLAIMER OF MANUFACTURER:** Customer agrees that dealer is neither the manufacturer of the goods nor the agent of the manufacturer.
18. **USE OF GOODS:** Customer agrees that the goods shall be used only by persons competent in their operation and further agrees that he is solely responsible for providing competent operators.
19. **TITLE:** This agreement is not a contract for sale. Title to the goods is and shall remain in Dealer. Used Equipment is sold "As-Is" no warranty expressed or implied.
20. **RELEASE AND INDEMNITY:** By accepting this contract, Customer acknowledges the TERRY'S TOOL & EQUIPMENT RENTAL LLC, shall in no way be responsible for the use and service of the equipment while in the possession, custody or control of Customer, and Customer, for itself and Customer's respective heirs, legal representatives, contractors, employees, agents, administrators, successors, and assigns, hereby agrees to fully and completely indemnify, hold harmless, release, remise, acquit and forever discharge TERRY'S TOOL & EQUIPMENT RENTAL LLC, its members, managers, contractors, employees, agents, legal representatives, successors, assigns, attorneys and insurers, against and from any and all claims, actions, causes of action, bodily and personal injury and property damages, costs, loss of service, expenses, and compensation whatsoever, known and unknown, foreseen and unforeseen, including, without limitation, any consequences thereof, which they now have or which may hereafter accrue on account of or resulting from or in connection with any breach of this contract or the operation of the equipment from and after the delivery of this contract.
21. **MISCELLANEOUS:** This contract shall inure to the benefit of and be binding upon each of the parties and their respective heirs, legal representatives, successors and assigns, and shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Georgia. Whenever possible, each provision of this contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this contract shall be deemed prohibited or invalid under such applicable law, such provision shall be ineffective only to extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision of the agreement.
22. **DAMAGE WAIVER:** TERRY'S TOOL & EQUIPMENT RENTAL LLC in consideration of Customer paying an additional charge of 10% of the gross rental charge, to modify the responsibility of Customer regarding the equipment damaged while Customer's possession or control. Except as noted herein, Customer accepting the damage waiver shall not be responsible for damage of the equipment rented except for:
 - Damage due to Customer's neglect, misuse or abuse of equipment.
 - Any loss due to mysterious disappearance or theft.