

GENERAL CONDITIONS

1. Rental rates shall apply for the entire time equipment is away from Lessor's place of business regardless of weather, but not for lost time due to mechanical failure, unless caused by Lessee or his agents or servants.
2. The Lessee agrees to pay the Lessor for all loss and damages to the equipment arising from any cause whatsoever that may occur during the life of this lease. It is agreed by the parties hereto, that the value as hereinbefore stated is hereby accepted as the true value and shall be used in case of arbitration or adjustment. In making such adjustment it is understood that no rentals theretofore paid or due shall apply to the payment of such loss. It is further understood and agreed that in making any adjustment for loss or damages to equipment, Lessee shall be credited with the amount of insurance payment received by Lessor under insurance policies, if an insurance recovery is effected thereunder. Lessee, in addition to liability for loss or damage herein otherwise provided for, shall be liable for all loss and damage to said equipment caused by strikes, riot and civil commotion arising from any cause whatsoever.
3. Lessee shall be liable for all expenses, personal injury and property damages and claims arising out of its possession, operation or transportation of the equipment herein described, and shall hold Lessor and its assigns harmless therefrom.
4. Lessee shall be responsible for and shall bear the expense of all fuel, lubrication, and maintenance for each item of equipment. Lessor undertakes no obligation with respect to repairs or replacement of parts, attachments, accessories or equipment, except pursuant to written warranty as provided in paragraph 9 of this lease. Lessee shall, at its expense, at all times during the term hereof, maintain each item of equipment in good operating order, repair and appearance and shall lubricate and practice preventative maintenance at regular intervals as suggested in manufacturer's service manual. Lessee agrees to maintain said equipment in the same condition as when delivered to it by Lessor, usually and ordinary wear and tear excepted. Lessee agrees that in effecting maintenance and repairs, it will have such work performed only by qualified persons who are satisfactory to Lessor.
5. Lessee agrees that the equipment shall be used solely in the conduct of Lessee's business and within Lessee's possession and under its control, that said equipment is to be used solely by the Lessee or his employees and for the purposes for which it was intended, that said equipment will be operated only by competent employees of Lessee and shall not be used beyond its normal capacity. When equipment is not in use, it will be kept in a protected area.
6. The Lessee shall have no right to sub-lease the said equipment nor remove it from the County and State specified in this contract without the written consent of the Lessor.
7. Title to the equipment shall at all times be vested in the Lessor unless transferred to the Lessee through sale. The Lessee shall give Lessor immediate notice of any levy attempted upon said equipment, or if said equipment from any cause becomes liable to seizure, and to indemnify Lessor against all loss and damages caused by any such action.
8. The Lessee agrees to comply with and conform to all Municipal, State and Federal laws relating to the operation of said equipment and to pay all costs and expenses of every character occasioned by or involving the use or operation of the equipment.
9. Lessee acknowledges that each item of equipment is of a size, design and capacity selected by Lessee and that the same is suitable for Lessee's intended purposes. LESSOR'S SOLE AND EXCLUSIVE WARRANTY IS AS FOLLOWS: LESSOR WARRANTS TO LESSEE THAT THE EQUIPMENT COVERED BY THIS LEASE WILL BE DELIVERED TO LESSEE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP WHEN USED UNDER PROPER AND NORMAL CONDITIONS. SHOULD ANY FAILURE TO CONFORM TO THE ABOVE SOLE AND EXCLUSIVE WARRANTY APPEAR DURING THE TERM OF THIS LEASE, AND PROVIDED NO SUCH DEFECTS ARE IN ANY WAY ATTRIBUTABLE TO THE FAULT OF LESSEE, LESSOR WILL REPAIR OR REPLACE THE EQUIPMENT, AT LESSOR'S OPTION. THE FOREGOING WARRANTY SHALL NOT APPLY TO DAMAGE OR DEFECTS CAUSED BY ORDINARY WEAR AND TEAR AND IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY ON MERCHANTABILITY OR FITNESS FOR PURPOSE). THE REMEDIES UNDER THIS WARRANTY ARE EXCLUSIVE AND LESSOR NEITHER ASSUMES NOR AUTHORIZES ANYONE ELSE TO ASSUME FOR IT ANY OTHER OBLIGATION. THE ABOVE SOLE AND EXCLUSIVE WARRANTY SHALL CONSTITUTE LESSEE'S SOLE REMEDY AND THE SOLE LIABILITY OF LESSOR UNDER ANY LEGAL THEORY OR THEORIES WHATSOEVER INCLUDING WITHOUT LIMITATION UNDER WARRANTY, TORT, FRAUD OR CONTRACT LEGAL THEORY, THE SOLE AND EXCLUSIVE WARRANTY DOES NOT INCLUDE REIMBURSEMENT FOR THE EXPENSES OF LABOR, TRANSPORTATION, INSTALLATION, REMOVAL FROM THE LINE OR ANY OTHER EXPENSES WHICH MAY BE INCURRED BY LESSEE. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY PENALTY OR FOR ANY SPECIAL, LIQUIDATED, INDIRECT OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO LOST PROFITS OR REVENUES, TIME LOST OR ANY OTHER DAMAGE OR INJURY SUFFERED BY LESSEE OR ANY OTHER PERSON WHILE THE EQUIPMENT IS INOPERABLE FOR ANY REASON AND NO DEDUCTIONS SHALL BE MADE FROM RENTAL PAYMENT THEREFOR. THE RECEIPT AND ACCEPTANCE BY THE LESSEE OF THE EQUIPMENT SHALL CONSTITUTE ACKNOWLEDGEMENT THAT THE EQUIPMENT IS IN GOOD, SAFE AND SERVICABLE CONDITION, AND FIT FOR USE, UNLESS LESSEE MAKES A CLAIM TO THE CONTRARY TO LESSOR WITHIN THREE (3) DAYS AFTER RECEIPT OF THE EQUIPMENT.