

RENTAL AGREEMENT

Lessor hereby rents equipment or materials to Customer subject to all terms and conditions of this agreement, in consideration whereof Customer hereby acknowledges and agrees:

1. This agreement consists of all terms and conditions on this page (page 1) and on page 2 hereof (Estimate/Shipping Order) whether printed or written. "Customer" means the person(s) signing this agreement and any other person or organization to whom charges are billed by Lessor at the direction of the person so signing, all of whom shall be jointly and severally liable hereunder; equipment and materials mean the items identified on page 2 of this agreement (Estimate/Shipping Order). This meaning includes all equipment, tools, materials, hard goods, soft goods, accessories, containers, parts and internal parts of mechanical items, finish, electrical and electronic component parts and accessories, construction equipment or needs thereof (collectively, the "Equipment").
2. Customer shall provide Property insurance naming Efex Rentals, Inc as 'Loss Payee' and a Certificate of Liability insurance naming Efex Rentals, Inc as 'Additional Insured'.
3. Materials and equipment and any and all equipment and any or all part mentioned in paragraph 1 are and shall remain the sole property of the Lessor. This is an agreement of RENTAL ONLY. Any exception will be noted after the item by a check in rental or purchase column on Estimate or Shipping Order. The Customer is not the Lessor's agent for any purpose. The Customer acknowledges that he acquires no rights to the materials or equipment leased other than stated in the agreement.
4. The Customer shall return any and all of the rented items on Estimate or Shipping Order to the Lessor at the locations where rented or otherwise specified by the Lessor, on the return date specified in this agreement. All rented items shall be returned in the same condition as received by the Customer, reasonable wear and tear excepted. In the event of loss or damage to any of the items listed on Estimate or Shipping Order while on rental, pursuant to Customer's indemnity obligations in Paragraph 5 & 6 hereunder, the Customer shall pay the Lessor on demand the actual cash value of the resulting loss and expense to the Lessor of Lessor's Equipment, if Customer is responsible hereunder.
5. The Customer releases and holds the Lessor, its agents and employees harmless from and against any and all claims, losses, demands and alike, for loss or damage to personal property or claims of liability, resulting from the use, storage or transportation of Lessor equipment and materials while in the actual custody and control of the Customer whether the claims be before, during or after this transaction, except to the extent arising out of or resulting from any mechanical defect or malfunction of the equipment, or the negligence or willful misconduct of Lessor, its employees, agents, contractors or representatives, or a breach by Lessor of any term, condition, representation or warranty under this agreement. Customer agrees that no claim will be lodged against the Lessor for a malfunction or undesirable effect due to the Customer's employee's inexperience or unfamiliarity with Lessor's equipment or materials. The Customer acknowledges that it and it alone determined the equipment and/or materials to be leased under this Agreement and did not rely on any representation of the Lessor with respect thereto.
6. Lessor hereby agrees to defend, indemnify and hold harmless Customer, its parent corporation, subsidiaries and affiliated companies, and the directors, officers, agents, representatives and employees of each of them, from and against any and all liabilities, claims, demands, actions, losses, damages and expenses (including, without limitation, attorneys' fees and costs) in any way arising out of or resulting from the breach by Lessor of any term, condition, representation or warranty under this agreement, or the negligence or willful misconduct of Lessor, its employees, agents, contractors, or representatives or any mechanical defect or malfunction of the equipment.

Customer hereby agrees to defend, indemnify and hold harmless Lessor, its parent corporation, subsidiaries, and affiliated companies, and the directors, officers, agents, representatives and employees of each of them from and against any and all liabilities, claims, demands, actions, losses, damages and expenses (including, without limitation, attorneys' fees and costs) in any way arising out of or resulting from the breach by the Customer of any term, condition, representation or warranty under this agreement, or the negligence or willful misconduct of the Customer, its employees, agents, contractors, or representatives arising out of the misuse or failure of any of the equipment or materials listed hereunder as a consequence of the conduct of the Customer, servants, its agents, or employees.
7. The Customer shall obtain and pay for all licenses and permits legally necessary for the use of Lessor's equipment.
8. The Customer agrees to provide reasonable care, safety and security of items taken from Lessor.
9. Lessor hereby represents, warrants and agrees as follows: (1) the equipment is in good working order and will function properly when used for its ordinary intended purpose; (2) Lessor is responsible for any repair and maintenance of the equipment necessitated as a result of (a) any breach by Lessor of any term, representation, or warranty under the agreement, or (b) the negligence or willful misconduct of Lessor, its employees, agents, or contractors; (3) Lessor has complied and will continue to comply with all applicable Federal, State and local laws, rules, regulations, ordinances, licensing requirements, and business codes, as well as all applicable manufacturer's specifications; (4) Lessor shall at Lessor's sole cost and expense replace or repair any piece of equipment that is not in good working order or condition, as determined by Customer in its sole discretion.
10. Notwithstanding anything to the contrary contained hereinabove, there are no warranties or representations implied or expressed which extend beyond the designation of the items which are the subject of this Agreement.
11. Either party may cancel this Agreement with or without cause at any time upon five (5) days prior written notice to the other. Upon such termination, the parties shall have no further obligation to each other and any rental sums due or refunds due shall immediately be paid to the party entitled to same pursuant to the terms of this Agreement.

Print: X _____ Date: _____

Sign: X _____ Date: _____

Company Name: _____ Title: _____