

**HONEYMAN RENT-ALL
RENTAL CONTRACT
TERMS AND CONDITIONS**

The Lessor, named on the reverse page of this contract hereby rents to the Renter, identified by his signature on the reverse page of this contract, the personal property described on the reverse page of this contract, subject to the terms and conditions on each page of this contract, and The Renter, in consideration thereof, acknowledges and agrees:

1. That The Renter certifies and acknowledges that he has this date and at the time specified received from The Lessor the personal property listed and identified in this contract. 2. That this personal property is to be used by The Renter and/or the persons herein designated, and no other person, without written consent of The Lessor. That this personal property will not be removed from the designated address without the consent of The Lessor, except to return it to The Lessor.
3. That The Renter has personally inspected the personal property and found it to be in good working and unbroken condition when received. 4. That The Renter will immediately discontinue use of the personal property should it at any time, while in The Renter's possession, become unsafe or in a state of disrepair. The Renter will immediately notify The Lessor in either case and The Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the rented equipment property. 5. That this personal property is to be used for the stated period and solely for the purposes for which said equipment was manufactured and intended. 6. That there are no warranties of merchantability or fitness, or any other warranties, either expressed or implied, other than as expressly set forth in writing in this contract. 7. That The Renter shall defend, indemnify and hold The Lessor, his agent and employees harmless from any claim or liability whatsoever resulting from or arising out of the personal property of The Lessor. That The Lessor, at its own discretion may report as stolen all personal property not returned within Ten (10) days of the date listed in the "Date Due In" section of this contract, or if conditions and circumstances indicate theft before that time. That The Renter will pay all collection fees, court costs, attorney's fees or any other expense required to enforce the terms and conditions of this contract.
8. The Renter, if the personal property is lost or damaged, will pay The Lessor the cost of repair or replacement of the like kind of personal property lost or damaged. 9. The Renter, on the "Date Due In" and "Time Due In" will immediately return the rented personal property, with all attachments, accessories, and parts thereof to The Lessor at the address listed on the reverse page hereof, in the same condition the personal property was received, ordinary wear and depreciation expected. **EQUIPMENT PROTECTION PLAN**

Advantage to you--Pay for protection only while Equipment is rented on valid contract. By accepting Equipment Protection Plan, Lessor and Lessee agree that Lessor waives any claim against Lessee for direct physical loss of or damage to the Equipment for any external cause, except as follows: a) Cost for loss or damage as a result of theft, vandalism, or malicious mischief is 20% of the retail replacement cost. Accessories, such as air hose, tool steel, electric cord, blades, welding cable, liquid fuel tanks, and other similar items are excluded from theft coverage. b) Loss or damage resulting from overloading or exceeding the rated capacity of equipment. c) Loss or damage to motors or other electrical appliances or devices caused by artificial electric current. d) Damage to tires and tubes caused by blow out, bruises, cuts or other causes inherent in the use of equipment. e) Loss or damage resulting from lack of lubrication or other normal servicing of equipment. f) Loss due to mysterious disappearance, or shortage disclosed on inventory. g) Loss or damage caused by infidelity of Lessee, his employees or persons to whom the equipment is entrusted. h) Use of the equipment in violation of any of the terms of this agreement. i) Loss or damage due to neglect or misuse. j) Loss due to theft or disappearance when not secured by lock or locked enclosure. k) Loss or damage to china, glassware or linen.

If Lessee has insurance covering such loss or damage, Lessee shall exercise all rights available to him under said insurance, take all action necessary to process said claim, and Lessee further agrees to assign said claim and all proceeds from such insurance to Lessor. Upon request of Lessor, Lessee shall furnish name of his insurance agent, insurance company and complete information concerning insurance coverage carried. Lessor's waiver of claims against Lessee as herein set forth is contingent upon Lessee's prompt making of and submission to Lessor of copy of police report. Payment of rental charges shall be due until such time as renter is notified and police report is filed. IF THE EQUIPMENT PROTECTION PLAN IS DECLINED: a valid certificate of insurance will be provided Lessor prior to the hire of Equipment, whereby Lessor is named an additional insured on an insurance policy covering the risk of loss by damage, death or otherwise, of the subject Equipment, and said insurance being the primary coverage as against any other insurance which may be provided by Lessor.

**"AS IS" SALE
DISCLAIMER OF WARRANTY**

It is understood and agreed by the undersigned purchaser that the product described hereon is sold by the dealer "AS IS" and the dealer makes no warranty of merchantability of the product and makes no warranty that such product is fit for any particular purpose and that the express written

warranty relating to the product is a contract solely between the factory and the purchased.

(Purcha~cr)