

1. The RENTER shall keep and maintain the rented equipment during the terms of the rental at his own cost and expense. He shall keep the equipment in a good state of repair, normal wear and tear excepted. For those machines that are returned unclean from its pick up status, the RENTER shall pay an excessive cleaning fee of \$150.00. No smoking allowed in rented equipment. For any equipment rental returned not full, the RENTER will pay \$7.00 per gallon for fuel.
2. The RENTER shall pay the OWNER (South Valley Equipment) full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The OWNER's (South Valley Equipment) invoice for replacement or repair is conclusive as to the amount the RENTER shall pay under this paragraph for repair or replacement.
3. The RENTER shall NOT remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior written approval of the OWNER (South Valley Equipment). The RENTER shall inform the OWNER (South Valley Equipment) upon demand of the exact location of the equipment while it is in the RENTER's possession.
4. The equipment shall be delivered to the RENTER and returned to the OWNER (South Valley Equipment) at the RENTER's risk, cost and expense. If a periodic rental rate is charged by the OWNER (South Valley Equipment), rental charges are billed to the RENTER for each period or portions of the period from the time the equipment is delivered to the RENTER until its return. If a term rental rate is charged by the OWNER (South Valley Equipment), rental charges are billed to the RENTER for the full term even if the equipment is returned before the end of the term. If the equipment is not returned during or at the end of the term, then the rental charges shall continue on a full term basis for any additional term or portion thereof until the equipment is returned. Equipment rental hours based on days, weeks and months will apply. 8 hours is equal to one day.
5. No allowance will be made for any rented equipment or portion thereof which is claimed to not have been used. Acceptance of returned equipment by the OWNER (South Valley Equipment) does not constitute a waiver of any of the rights the OWNER (South Valley Equipment) has under the rental agreement.
6. The RENTER shall allow OWNER (South Valley Equipment) to enter RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the RENTER is in default of any of the terms and conditions of this agreement, the OWNER (South Valley Equipment), and his agents, at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented equipment is stored or used at any time and recover the rented equipment.
7. The RENTER shall not pledge or encumber the rented equipment in any way. The OWNER (South Valley Equipment) may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.
8. The OWNER (South Valley Equipment) makes no warranty of any kind regarding the rented equipment, except that the OWNER (South Valley Equipment) shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after RENTER returns the non-conforming equipment.
9. RENTER indemnifies and holds OWNER (South Valley Equipment) harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
10. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by the OWNER (South Valley Equipment) in protection of its rights under this rental agreement and for any action taken by the OWNER (South Valley Equipment) to collect any amounts due to the OWNER (South Valley Equipment) under this rental agreement.
11. During the term of this rental period, the RENTER shall maintain, at its own expense, general liability insurance of not less than \$1,000,000 per occurrence. For RENTERS without a certificate of insurance, a damage waiver, in which the RENTER pays 15% gross rental charges as the fee for the Rental Protection Plan, will be applied to the daily, weekly and monthly rate of the rental agreement.
12. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of RENTER.