

RENTAL TERMS & CONDITIONS

1. ACE Forklift (COMPANY) agrees to rent to customer (RENTER) the equipment described herein and RENTER agrees to pay the specified rental charges in advance for the agreed upon term.
2. RENTER shall not encumber this Agreement or the Equipment, nor permit the Equipment to be removed to a location other than the address shown herein, nor permit any others to use the Equipment without written consent from COMPANY.
3. RENTER will be liable for and shall reimburse COMPANY for amounts equal to any sales, use, license or registration fees levied or based upon the rentals, or the equipment, or the use or the operation thereof. The Equipment is rented F.O.B. COMPANY'S warehouse.
4. RENTER agrees to care for the Equipment properly, to use it within its rated capacity and to ensure that the Equipment is operated with a Driver's Overhead Guard and Load Back Rest installed, to restrict its use to RENTER qualified personnel who have been previously instructed in proper Equipment operation and to prohibit anyone other than COMPANY'S authorized personnel to repair or adjust the equipment and to notify COMPANY immediately of accidents, disabilities, failures or like information concerning the Equipment. RENTER further agrees to pay for all damages to the Equipment resulting from improper use or abuse of the Equipment upon receipt of invoices therefore from COMPANY for COMPANY'S cost and expense of repair, RENTER shall take care of normal needs of the Equipment, including supplying fuel, oil and water, daily checking of general condition, including oil level, cooling system, water and batteries, recharging batteries, furnishing LP gas, fuel and cylinders, etc. COMPANY will service and maintain the Equipment in proper working condition and RENTER agrees to make it available for servicing by COMPANY at reasonable times during COMPANY business hours. In the event RENTER requires service at a time other than COMPANY'S regular business hours, RENTER agrees to pay the difference between the straight time and over-time rate for mechanic's time.
5. RENTER agrees that COMPANY shall not be liable to RENTER for COMPANY'S failure to repair the Equipment if disabled or furnish substitute Equipment for any reason whatsoever and COMPANY in no event is or shall be liable for special or consequential damages of any nature whatsoever or however caused.
6. RENTER agrees at the expiration of the term or any extended term hereof or sooner termination of this agreement to return at RENTER'S expense each unit of Equipment to COMPANY'S warehouse in the same condition as when received by RENTER (reasonable wear and tear excepted).
7. RENTER assumes all risk and liability for and agrees to indemnify, save and hold harmless COMPANY from all claims and liens, all loss of or damage to the Equipment and loss, damage, claims, penalties, liability and expenses, including, but not limited to, attorney's fees, arising or incurred because of the Equipment or the storage, use or operation thereof. RENTER, at it's own expense, shall carry \$1,000,000 limit or more public liability insurance against bodily injury, including death, and against property damage, shall keep all Equipment insured at it's full replacement value against fire and theft and under extended and all risk coverage. RENTER shall furnish COMPANY with certificates of insurance designating COMPANY an Additional Insured party for general liability and loss payee for property under its policy. The Insurance so provided shall be effective during the period from the moment of delivery of each unit under agreement to rent to RENTER until the moment of return or surrender of possession to COMPANY or its authorized representative.
8. If RENTER fails to pay any rental or other sum payable hereunder when due, or if RENTER becomes subject to any State or Federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if RENTER shall default in any other term of his agreement, COMPANY may immediately terminate this agreement by notice in writing to RENTER and repossess all items of Equipment wherever they may be found, but RENTER shall nevertheless remain liable for all sums then due and unpaid, plus a reasonable amount for attorney's fee and such expenses as may be expended in the repossession of the Equipment. The remedies provided here in favor of COMPANY shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in COMPANY'S favor, existing at law or in equity. Any notice hereunder shall be deemed sufficiently given in writing if delivered to RENTER, personally, or sent by mail, email or fax to RENTER at the mailing address, email address or fax number set forth upon the reverse side hereof.
9. This is an agreement of rental only and nothing herein conveys to RENTER any right, title or interest in or to any of the Equipment, except as a RENTER.

**CUSTOMER IS RESPONSIBLE FOR TIRE DAMAGE AND REPAIRS.
UNIT MUST BE RETURNED WITH SERVICEABLE TIRES, LESS NORMAL WEAR & TEAR.**

RENTER MUST NOTIFY COMPANY TO TERMINATE THIS AGREEMENT.