

The following provisions are an integral part of the contract between Lessor and Lessee as fully and to the same extent as if the same were set forth on the front hereof. Lessee accepts for rental the listed rental equipment and does hereby agree as follows.

1. Title to the listed equipment is and shall remain in Lessor's name.
2. Lessee shall return the equipment by the due date shown, provided, however, if no due date is shown, then the due date shall be the next calendar day following the date of this agreement. Lessee shall pay the stipulated rental rate and other charges for the time of possession by the due date shown. If the stipulated rental and other charges are not paid on the due date shown, a late payment charge of 1-1/2% PER MONTH (ANNUAL RATE 18%) WILL BE CHARGED TO LESSEE commencing on the first day after the return date on all accounts which remain unpaid for thirty (30) days or more from the return date.
3. Lessee intends to use the equipment to improve the real property listed under "job site" on the face hereof, and will not use the equipment at any other job site unless other site usage is permitted in writing at the time of rental and such other site(s) are listed in writing.
4. Lessee shall provide Lessor the correct information necessary to file a Preliminary Notice of Lien and a Claim of Lien under lien laws of the State of Georgia, regardless of whether Lessor does or does not elect to file the same, and further grants Lessor permission to contact owners, prime contractors, financial institutions and any persons necessary to obtain this information.
5. The rental rates stated are for single shift operation - 8 hours per day, 40 hours per week, 160 hours per 4-week billing cycle; additional use will be charged on a pro rata basis. Lessee agrees to inform Lessor of additional use at the time of rental.
6. Lessee agrees to use said equipment in a safe, careful, prudent manner and only within its rated capacity. Lessee agrees to indemnify and hold harmless Lessor from any and all loss, damages, claims, cost and expenses resulting from injuries or death to any person or damage to property arising from the use of the equipment covered by this lease; and Lessee hereby acknowledges that he fully understands the proper method of operating any and all of said leased equipment.
7. Lessee acknowledges receipt of all of the noted equipment in good working order and repair, acknowledges that he inspected the same or had an opportunity to inspect the same. Lessee further acknowledges that prior to leaving Lessor's premises, Lessee has or will have an opportunity to inspect all devices and materials used to connect the rented equipment to Lessee's hauling and/or towing vehicle, if any, and Lessee declares that he has received the same in a secure and operative condition. Lessee agrees to indemnify and hold Lessor harmless against any claims, loss, damage, injury and expenses resulting from injury or death to any person or damage to property occurring during or arising from the hauling and/or towing of the rented equipment.
8. Lessee is responsible for all repairs and damages above normal wear. Lessee will notify Lessor immediately of any accident, damage, failure, or theft incurring and will notify public authorities immediately if stolen and promptly furnish Lessor all relevant information. Lessor will determine the need and repair costs thereof on Lessor's premises at time of return, which cost shall be then and there paid by Lessee except as covered by Damage Waiver if accepted by Lessee. See Par. 25 below.
9. TIME IS OF THE ESSENCE OF THIS CONTRACT; AND AS TO RENTED EQUIPMENT, THIS IS A CONTRACT OF BAILMENT.
10. All sales and rentals hereunder are F.O.B. the Lessor location from which the same are sold or rented. No refund will be given on supplies/merchandise used with our equipment after 30 days from date of sale.
11. Lessee agrees not to loan, sublet or dispose of any of said equipment.
12. Lessee shall use said equipment within a fifty-mile radius of the Lessor location from which it is rented unless removal and use beyond such fifty-mile radius is permitted in writing at the time of rental, but in no event shall Lessee remove equipment from the State of Georgia.
13. If the rented equipment is levied upon for any reason whatsoever, Lessee shall immediately notify Lessor thereof and shall indemnify Lessor and hold Lessor harmless against any and all claims, costs, damages and expenses whatsoever arising from such levy and the repossession or loss of such equipment by Lessor.
14. Lessee agrees to comply with all municipal, county, state and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the listed equipment and to pay all licenses, fees, or taxes arising from his/her use of and/or the sale of the same.
15. If said equipment, or any of it, is lost, stolen, destroyed, or damaged to such an extent as to render its repair impractical, same to be determined in the discretion of Lessor, the Lessee agrees to pay in cash to Lessor the full value thereof, with any judgement thereon being a special lien against said equipment, and pay all rental up to date.
16. In the event of a default by Lessee, and Lessor elects to repossess the rental equipment, Lessor shall repossess the same without notice of further legal process, Lessee hereby grants to Lessor permission to go upon Lessee's property and grants to Lessor such rights as Lessee possesses to go on the property of any third person to repossess the rented equipment. Lessee hereby agrees to indemnify and hold Lessor harmless against any and all claims, costs and expenses arising from such repossession by Lessor.
17. In the event of a breach of this contract by Lessee, Lessee agrees to pay in addition to all other obligations hereunder, full rental not only to return date but also for the full period of Lessee's possession as well as all costs of locating, recovering, transporting and repossessing said equipment.
18. If Lessee has falsified any of the facts respecting Lessee's name, address, phone numbers, identifying data or other material fact; or has moved without notification; or if said equipment is removed beyond the fifty-mile radius discussed above, unless so permitted at the time of rental; or if said equipment has not been returned within 48 hours of the return date, then without any notice to Lessee, the Lessor shall be authorized to notify the police that said equipment has been stolen without having to specify whether the crime is one of larceny, larceny after trust, conversion, or other legal definition of theft.
19. Any action by Lessor to enforce payment and/or recover said equipment shall not waive any of the Lessor's rights to enforce any and all other remedies and rights hereunder and/or under the laws of Georgia. All remedies shall be cumulative of one another and the exercise by Lessor of any one or more shall not be deemed an election by Lessor not to pursue any other remedy. Further any indulgences granted by Lessor shall not constitute a waiver of any of Lessor's rights.
20. With respect to both rentals and sales, Lessor/Seller makes **NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE**, either express or implied, of any item being sold or leased. There is no warranty or representation that the rented equipment or the items sold are fit for Lessee's particular intended use, or that they are free of latent defects. In no event will Lessor be liable for any direct, special, or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this equipment.
21. The term "Lessee" as used herein shall be deemed to include "purchaser" with respect to any and all sales transactions between the parties constituting a part of this agreement and all provisions of this contract with respect to indemnification by Lessee to Lessor and with respect to warranties and representations shall be deemed to apply not only to rented equipment but also to purchased equipment and supplies.
22. If any money obligation of whatsoever kind or nature incurred by either party to the other party under this Agreement is collected by law, as through an attorney at law, all costs of collection, including an amount equal to fifteen percent (15%) of the principal amount and interest thereof as attorney's fees, shall be paid by the obligor regardless of whether a lawsuit is commenced.
23. Lessee states that the person entering this rental and/or purchase order and signing this agreement on Lessee's behalf is authorized to do so; and Lessee, by accepting the listed equipment and/or supplies or any part thereof ratifies such order entry, such signing and the binding effect upon it of these contract terms and provisions.
24. The use of Lessee's purchase order number or rental order number on this contract is for Lessee's convenience and identification only, it being recognized and understood by the parties, that this contract constitutes the sole agreement between Lessor and Lessee and supersedes any purchase order or rental order provisions, or any representation or agreement, written or oral not specifically set forth herein, whether sent or received prior to or subsequent to this contract. Absence of such number shall not constitute grounds for non-payment.
25. All cash (cash, check, credit/debit card) customers will be charged and agree to pay the Lessor a Damage Waiver equal to 10% of the rental amount. **Damage Waiver is not insurance.** If customer pays for the Damage Waiver, in consideration of the additional charge paid by customer, the responsibility for loss or damage to the equipment, as stated on the rental contract, shall be modified as follows: In the event the loss or damage to the Equipment is caused by theft or vandalism, Northside Tool Rental shall limit its claim against customer to one half (1/2) of the full replacement value of such Equipment, provided Customer promptly reports (within 48 hours) such loss or damage to the Lessor and the police, and Customer furnishes Lessor a copy of the written police report regarding said loss or damage within 10 days of loss. Loss or Damage not resulting from Theft or Vandalism shall not be the responsibility of the customer with the exception of the following: a) Loss or damage resulting from overloading of the Equipment or other misuse or improper use of the Equipment or beyond its capacity; b) Loss or damage resulting from gross negligence, such as striking overhead objects, or associated with the rollover of said Equipment; c) Loss or damage resulting from negligence in properly servicing & maintaining the equipment while in customer possession; d) Loss or damage to tires, tracks or tubes of any kind; e) Damage resulting from paint including over sprays; f) Loss or damage resulting from operation of the Equipment by anyone other than the Lessee's employees, authorized agents, or trained operator, or in violation of any manufacturers safety instructions; g) Loss or damage resulting from altering Equipment from its original design; h) Loss or damage caused by boom or mast damage due to overloading, or from collision with another object; i) Loss or damage of any kind to scaffolding or steel plates; j) Loss or damage during loading, unloading or transporting the Equipment; k) Loss or Damage caused by third parties or during unauthorized use of the Equipment; l) Loss or damage related to the use of the Equipment in violation of the Rental Contract.
26. If Lessor accepts an instrument which is signed but in any other way incomplete the parties agree that authority shall be given the Lessor to complete said instrument and that it is intended to become an instrument and shall be effective when completed by Lessor.