



ADDITIONAL TERMS OF RENTAL AGREEMENT

1. Use. Renter shall use the Rental Unit in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Rental Unit. Renter shall ensure that all personnel utilizing the Rental Unit are properly trained in the use thereof. Renter shall not:
 - a. Use the Rental Unit in a manner inconsistent with its intended purpose.
 - b. Spray paint, weld, or do anything else that may damage the Rental Unit.
 - c. Make any changes or alterations to the Rental Unit.
 - d. Allow anyone else to use the Rental Unit without written prior consent from Owner.
 - e. Load or store any hazardous material in the Rental Unit.
2. Disclaimer of Warranty. **OWNER DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
3. Dangerous Equipment. Renter knowingly and voluntarily agrees to assume all potential risks and liabilities arising from and/or associated with using, operating and/or occupying the Rental Unit, understands the Rental Unit is inherently dangerous, and has inspected, tested and approved the Rental Unit(s) prior to use.
4. Loss and Damage. Renter hereby assumes and shall bear the entire risk of loss and damage to the Rental Unit from any and every cause whatsoever. No loss or damage to the Rental Unit or any part thereof shall impair any obligation of Renter under this Agreement which shall continue in full force and effect until the Rental Unit is returned to the Owner's address. In the event of loss or damage of any kind whatever to the Rental Unit, except for reasonable wear and tear or routine maintenance, Renter shall pay all costs necessary to return the Rental Unit to good repair and working order, or replace the Rental Unit with a unit of like value, whichever is less. In addition, Renter shall pay Owner for the daily Rent Amount for each day the Rental Unit is not in working order despite good faith efforts of the Owner to promptly repair or replace the Rental Unit. **Owner is authorized to charge the Renter's credit card** for any such repair, replacement or losses and Renter agrees to cooperate with Owner and Renter's credit card company to authorize the same.
5. Delivery. If the Renter chooses to have the Rental Unit delivered by Owner, the Rental Unit shall be delivered to the Place of Use on the date specified or as otherwise agreed by the Renter and Owner in writing. Owner shall only be responsible for delivering the Rental Unit to a safe and easily accessible Place of Use, and may refuse delivery for any reason at Owner's sole discretion.
6. Pickups and Returns.
 - a. For Rental Units transported by Renter: Upon the expiration or earlier termination of this Agreement, Renter shall return the Rental Unit to Owner in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Rental Unit at Renter's cost and expense to such place as Owner shall specify. Renters returning the Rental Unit after the end of the Rental Term shall incur a late fee of \$50.00 per day in addition to the Rent Amount for each day the Rental Unit remains unreturned.
 - b. For Rental Units that have been delivered by Owner: Upon the expiration of this Agreement, the Rental Unit shall be made available for pickup in an easily accessible area at the Place of Use. Renter will be charged the Rent Amount for each day that the Rental Unit is not easily accessible for pickup during regular business hours.
 - c. Waiver: Any extension of the Rental Term granted by Owner shall automatically extend all terms and conditions of this Agreement.
7. Indemnity. Renter shall indemnify Owner and Owner's employees, agents and assigns against, and hold Owner and Owner's employees, agents and assigns harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Renter's or Renter's subcontractor's use of the Rental Unit, including without limitation the transportation, delivery, possession, use, operation, or return of the Rental Unit.
8. Assignment. Renter shall not sublease or otherwise rent the Rental Unit to any other party.
9. Governing Law. This Agreement shall be construed and enforced according to laws of Missouri.
10. Default/Remedies. If Renter fails to timely comply with any provision of this Agreement, make payment on demand for replacement cost of Rent Amounts, becomes insolvent, or ceases to conduct business, Owner may immediately terminate this Agreement and recover, lock or disable the Rental Unit(s) without being guilty of trespass or other transgression, and seek any other rights or remedies available to Owner at law or equity.

- The Rental Yard reserves the right to charge the Renter's credit card for any additional fees such as fuel charges, overage fees, damage fees etc.**
- Daily rental fee includes 8 hrs of usage on the machine within a 24 hr period.**
- Weekend rental is a 1-day charge from Sat 7:30am to Mon 7:30am with a limit of 8 hrs of usage.**
- Weekly rental fees include 40 hrs of usage on the machine for a 7-day period.**
- Monthly rental fees include 150 hrs of usage on the machine for a 30-day period.**

By accepting the rental unit, you agree to the full rental terms and conditions.