

## Equipment Rental Agreement

1. **Inspections:** LESSEE acknowledges a duty to inspect the EQUIPMENT prior to use and notify LESSOR of any defects. LESSEE has inspected the EQUIPMENT and finds it suitable and in good condition and understands its proper use.
2. **Replacement Equipment:** If the EQUIPMENT should malfunction, LESSEE shall discontinue use and notify LESSOR immediately of the malfunction. If LESSOR has a similar item of EQUIPMENT in stock, LESSOR may replace the EQUIPMENT. LESSOR shall not be responsible for any incidental or consequential damage or lost profits suffered by the LESSEE because of malfunctioning EQUIPMENT.
3. **Disclaimer of Warranties:** LESSOR, not being the manufacturer of the EQUIPMENT, nor the manufacturer's agent, makes no warranty, either express or implied. LESSEE acknowledges that the EQUIPMENT is being leased from LESSOR on an "AS IS" and "WITH ALL THE FAULTS" basis and that all such risks, as between LESSOR and LESSEE, are to be borne by LESSEE at its sole risk and expense. LESSEE acknowledges that:
  - a. LESSOR has made NO EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE
  - b. LESSOR HAS NOT MADE ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE regarding the EQUIPMENT
  - c. LESSOR has made no warranties that the EQUIPMENT is suited for LESSEE's intended use or that the EQUIPMENT is free from defects, nor has LESSOR made any other implied or express warranties. LESSEE accordingly agrees not to assert any claim whatsoever against the LESSOR based thereon. There are no warranties which extend beyond the face hereof.
4. **Indemnification/Hold Harmless:** LESSEE shall assume the risk of all property damage or damages for personal injuries caused by the EQUIPMENT or arising out of LESSEE's use of the EQUIPMENT and shall hold LESSOR harmless from any property damage or damages for personal injuries caused by or arising out of LESSEE's use of the EQUIPMENT.
5. **Repossession of Equipment:** The EQUIPMENT may be repossessed at LESSEE's cost and without notice if it is not returned on the due back date, used in violation of law or of this Agreement, appears to be abandoned, or if LESSEE gave false or misleading information at time of rental.
6. **Prohibited Uses:** Use of the EQUIPMENT in any one of the following circumstances is prohibited:
  - a. Illegal purpose or in an illegal manner
  - b. When the EQUIPMENT is in bad repair or in an unsafe condition
  - c. Improper unintended use or misuse
  - d. By anyone other than LESSEE or LESSEE's employees
  - e. At any location other than the address provided by LESSEE to LESSOR.
7. **Non-Assignment/Subletting/Lending:** LESSEE may not sublease, lend, or loan the EQUIPMENT to another party without LESSOR's written permission.
8. **Return of Equipment:** TIME IS OF THE ESSENCE FOR THIS AGREEMENT. LESSEE's right to possession of the EQUIPMENT terminates upon the expiration of the rental term. Should the LESSEE retain possession of the EQUIPMENT beyond the term of the rental period, LESSEE shall be responsible for all the charges set forth in this Agreement until the EQUIPMENT is returned to LESSOR. Any extension to the rental term must be agreed to between LESSEE and LESSOR in writing. If the EQUIPMENT is not returned to LESSOR during the regular business hours, LESSEE shall pay for any damages or losses to the EQUIPMENT occurring between the time the EQUIPMENT is surrendered and the time the LESSOR determines the EQUIPMENT to be returned. Rental charges set forth in the Agreement for the EQUIPMENT shall be prorated for each day the EQUIPMENT is kept beyond the rental term through the date the EQUIPMENT is returned.
9. **Return of Equipment Condition:** LESSEE shall pay a cleaning fee if the EQUIPMENT is returned in a condition LESSOR deems to be unacceptable.
10. **Damaged or Lost Equipment:** LESSEE shall pay for any damage to or loss of the EQUIPMENT, outside of reasonable wear and tear, as an insurer, regardless of the cause of the damage to the EQUIPMENT, in addition to any unpaid rent. EQUIPMENT damaged beyond repair shall be paid for by LESSEE at its replacement cost determined as of the date of this Agreement. LESSEE shall not use the EQUIPMENT if it is damaged or in need of repair and will be responsible for all damage to the EQUIPMENT resulting from such use.
11. **Damage Waiver:** THE DAMAGE WAIVER LESSOR OFFERS IS NOT INSURANCE NOR IS IT A WARRANTY. See "Damage Waiver Agreement" for specific policies, coverages, and procedures regarding the damage waiver.
12. **Decline of Damage Waiver:** If the LESSEE fails to participate in the Damage Waiver, then LESSEE shall be responsible for all loss of or damage to the EQUIPMENT. If LESSEE has insurance covering any loss or damage to the EQUIPMENT, LESSEE shall exercise all rights available to LESSEE under said insurance coverage and shall take all actions necessary to process a claim under the insurance policy. LESSEE agrees to assign said claim and all proceeds arising from said insurance claim to LESSOR to cover LESSOR's loss, damage, or destruction of the EQUIPMENT. Upon request of LESSOR, LESSEE shall furnish LESSOR the name of LESSEE's insurance agent, insurance company, and other information concerning LESSEE's insurance carrier.
13. **Qualified Operators:** Only the LESSEE or those individuals who are set forth in this Agreement are authorized to use the EQUIPMENT. LESSEE will not permit the EQUIPMENT to be used by any other person or at any other location other than the location designated on this Agreement without obtaining the written consent of LESSOR.
14. **Late Payment Fee:** All payments are due as stated on the invoice(s). Late payments will accrue interest at a rate of 1.5% per month (or the highest lawful rate, if less).
15. **Attorney Fees/Collection Fees:** LESSEE shall pay all collection costs, attorney fees, costs and other expenses incurred by LESSOR to enforce LESSOR's rights under this Agreement to collect all sums required to be paid by LESSEE to LESSOR under this Agreement.
16. **Title and Ownership:** Title to the EQUIPMENT and ownership of the EQUIPMENT shall always remain with the LESSOR.
17. **Use of Equipment:** LESSEE agrees that (a) the EQUIPMENT shall only be used by persons competent to operate the EQUIPMENT; (b) LESSEE is solely responsible for providing competent operators of the EQUIPMENT; (c) the EQUIPMENT shall not be operated in a careless or negligent manner; (d) the EQUIPMENT shall not be used in any manner that violates the terms of this Agreement.

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18. **Assumption of Risk:** LESSEE acknowledges and accepts the risk inherent with an attendant to the use of the EQUIPMENT. LESSEE voluntarily assumes the risk of injury, loss, damage, personal injury, or damage to persons and property which may arise from the use of the EQUIPMENT.
19. **LESSOR Not Responsible for Damages to Transport Equipment:** The LESSEE inspected the trailer coupling and mechanism and safety chain on the trailer which is being used to transport the EQUIPMENT before LESSEE left the premises of LESSOR. LESSOR is not liable for damages to LESSEE's vehicle arising out of LESSEE's transportation of the EQUIPMENT.
20. **Notification of Accident or Damage:** LESSEE will immediately notify the LESSOR in the event of an accident involving the EQUIPMENT or any damage to the EQUIPMENT.
21. **LESSOR Charges:** LESSEE shall pay to LESSOR all charges for rental, delivery, installation of or use of the EQUIPMENT, mileage incurred by LESSOR's employees to service or maintain the EQUIPMENT or any other charges or costs, which LESSEE agreed to pay herein at the rates, schedules, and charges maintained by LESSOR.
22. **LESSOR Inspection:** LESSOR shall have the right to enter upon the premises of LESSEE, or elsewhere, for the purpose of confirming the existence, condition, and proper maintenance of the EQUIPMENT. LESSOR shall be entitled, without notice to LESSEE, to remove EQUIPMENT if, in the opinion of LESSOR, it is being used contrary to any term of this Agreement.
23. **Failure to Return Equipment:** If LESSEE fails to return the EQUIPMENT on the due back date or within 24 hours following a written or oral demand to LESSEE (which demand, if in writing shall be considered delivered forty-eight (48) hours after the mailing of a certified letter), LESSEE will be deemed to be in unlawful possession of the EQUIPMENT and to have authorized the issuance of a warrant for the arrest of LESSEE or any person possessing the EQUIPMENT.
24. **Default:** An Event of Default shall occur if:
  - a. LESSOR fails to receive when due any installment of Rent.
  - b. LESSEE fails to perform or observe any representation, warranty, covenant, condition, or agreement to be performed or observed by it hereunder.
  - c. LESSEE attempts to remove, sell, transfer, encumber, part with possession, or sublet the EQUIPMENT or any part thereof. Upon the occurrence of an Event of Default, LESSOR, at its option, may:
    - i. Collect all accrued and unpaid Rent.
    - ii. Terminate the Rental Contract and declare all unpaid Rent and other sums due and to become due hereunder immediately due and payable.
    - iii. Proceed by appropriate court action or other proceeding to enforce performance by LESSEE, and/or to recover damages for the breach thereof.
    - iv. Demand that LESSEE delivers the EQUIPMENT forthwith to LESSOR at LESSEE's expense at such place as LESSOR may designate.
    - v. Without notice, liability, or legal process, enter by itself and/or by its agents onto the Premises or any other premises where the EQUIPMENT may be and repossess all or any part of the EQUIPMENT. LESSEE hereby expressly waives all further rights to possession of the EQUIPMENT and all claims for injuries suffered through or loss caused by such repossession.
    - vi. Proceed to enforce all other rights and remedies provided hereby and by applicable law, including, but not limited to, the Uniform Commercial Code as adopted by and for the State of Tennessee.
25. **Bankruptcy:** In the event the LESSEE files or becomes subject to a bankruptcy petition or becomes subject to any receivership, trusteeship, state or federal insolvency or any similar proceedings, then this lease shall be deemed to have been terminated the day prior to the date of filing or the date prior to the day on which the LESSEE has become subject to such proceeding. Any use or retention of the EQUIPMENT beyond such date shall be subject to rent at two times the stated rental price.