

RENTAL AGREEMENT CONTRACT

1. Lessee acknowledges receipt of the herein described personal property. Both parties agree that the property was inspected by the Lessor and personally examined by the Lessee at the time of delivery to and accepted by the Lessee and that the property was in good and serviceable condition.
2. Title to the rented property is and at all times shall remain in the Lessor. Only the parties hereto and those other persons whose names are listed on the reverse side, are authorized to use the property and Lessee will not permit the property to be used by any other person or at any other address other than the address designated on the reverse side without the express consent of the Lessor.
3. The parties agree that the Lessor is not the manufacturer of said property nor the agent of the manufacturer and that no warranty is given against evident or hidden defects in material, workmanship or capacity.
4. In the event that the rental property becomes unsafe or in a state of disrepair, Lessee agrees to immediately discontinue its use and promptly return it to the Lessor. If the condition is not the fault of the Lessee, the Lessor shall replace it with property of a like kind in good working order.
5. At the termination of this agreement, the Lessee will promptly return the rented property and all its parts and attachments to the Lessor's place of business. It is to be in the same condition as it was received, ordinary wear and tear excepted. The Lessee agrees to pay for any damage to the property or loss of its parts or attachments, while in his possession or control. Should collection or litigation become necessary to collect damage and/or loss, Lessee agrees to pay all collection charges, including reasonable attorney's fees and court costs.
6. Lessor shall not be liable to Lessee for any loss, delay or damage or any kind resulting from defects or inefficiency of the rented property or accidental breakage.
7. Lessee agrees to indemnify and save harmless the Lessor against all loss, damage, expense and penalty arising from any action on account of any injury to person or property occasioned by the operation, handling or transportation of the leased property during the rental period or while the property is in the possession or control of the Lessee.
8. Lessee will give Lessor immediate notice of any levy attempted upon the rental property, or if the property for any cause becomes liable to seizure, and indemnify Lessor against all loss and damages caused by such action, including Lessor's reasonable attorney's fees and expenses.
9. Lessee will not retain the rental property beyond the "Due In" time without prior notice to and the consent of the Lessor. Lessee will pay rental price in advance or with prior agreement with Lessor, immediately upon the return of the property. Should collection or litigation become necessary, Lessee agrees to pay all collection charges, including reasonable attorney's fees and court cost.
10. At Lessor's sole discretion, all charges may revert to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not make a refund on any items out over thirty (30) minutes. Lessor may, at his sole discretion, report the rental property stolen if held one (1) day beyond "Due In" date.
11. Lessee waives and releases Lessor from all claims for injuries or damages to Lessee arising out of the use of the rental property by Lessee.
12. Lessee agrees that should any paragraph or provision violate the law and is unenforceable, the rest of the agreement will be valid.

TRAILER ADDITIONAL TERMS

Renter accepts full responsibility for any personal property transported on said equipment and agrees to save Ellijay Tool Rental harmless from any claim for loss or damage to such property, and further acknowledges that Renter has examined the coupling mechanism and safety chain, that the trailer is securely attached to Renter's automobile on leaving Ellijay Tool Rental place of business, that Renter will periodically inspect said equipment and coupling mechanism and chain and maintain them in a safe and secure condition while in use. Renter also agrees to save Ellijay Tool Rental harmless from any claim or loss or damage to any property due to objects being thrown from or by the trailer while in the Renter's possession. Renter further agrees that he/she will not sublet said equipment or assign the lease and will not use or permit use of this equipment with any other automobile. All of the other provisions hereof shall also apply.