

TERMS AND CONDITIONS OF RENTAL

As used herein, the word "Lessee" means the person or persons who signed the first page of this agreement and all persons who take custody of or use the Equipment with his permission or on his instruction. The word "Equipment" means all equipment, machinery, tools, and supplies listed on the first page of this contract

In consideration of the lease, without an operator, of the Equipment by the Lessee from TJM Rental & Supply, Inc. for the fees specified herein, the Lessee and TJM Rental & Supply, Inc. agree as follows:

1. **Term.** The term of this lease begins on the date and time specified as "taken out" on the first page hereof and terminates when all the Equipment is returned to TJM Rental & Supply, Inc.
2. **Return of Equipment.** Lessee assumes all responsibility for the Equipment while it is out of the possession of TJM Rental & Supply, Inc. and promises to return the Equipment to TJM Rental & Supply, Inc. in as good condition as it was at the time taken out, ordinary wear and tear from responsible use excepted. "Ordinary wear and tear" means normal deterioration of the Equipment caused by ordinary and reasonable use on an eight hour per day, five days per week basis. Lessee agrees to return the Equipment on the date and time specified on the first page of this agreement and agrees to pay additional rental charges for his possession of the Equipment beyond the date specified. Lessee agrees to pay a cleaning charge on all Equipment returned uncleaned. Unless the damage waiver is accepted and such waiver by its terms precludes liability by Lessee, Lessee agrees to be liable for any damage or destruction of the Equipment. Any equipment returned late will result in additional charges. All Equipment lost, stolen, or damaged beyond repair will be paid for by the Lessee at TJM Rental & Supply, Inc.'s replacement cost or, at TJM Rental & Supply, Inc.'s election, the current price charged to TJM Rental & Supply, Inc. for a piece of new, substantially similar equipment. Lessee shall be responsible for all rental charges through the date a replacement is procured. All damaged Equipment which is repairable will be repaired by TJM Rental & Supply, Inc. on return thereof and the cost for such repair shall be borne by the Lessee. Rental charges for time out of service shall accrue due to repairs for such damaged Equipment. All transportation charges connected with repair or replacement will be borne by the Lessee.
3. **Condition of the Equipment.** Lessee accepts and leases the Equipment on an "as is" basis. Lessee acknowledges receipt of all the Equipment in good working condition and repair and acknowledges that he fully understands its proper operation and use. Lessee agrees that he has examined the Equipment and all hitches, bolts, safety chains, and hauling tongs which he intends to use in connection with the transportation of the Equipment and accepts it "as is."
4. **Deterioration of Equipment.** Lessee agrees to immediately discontinue the use of the Equipment should it at any time become unsafe or in a state of disrepair. Lessee will immediately notify TJM Rental & Supply, Inc. that the Equipment is unsafe or in disrepair and until such time as TJM Rental & Supply, Inc. has regained possession of the Equipment, Lessee agrees to take all steps reasonably necessary to prevent injury to any person and all property due to the Equipment.
5. **Compliance with Laws.** Lessee acknowledges that TJM Rental & Supply, Inc. has no control over the use of the Equipment by Lessee and agrees to comply at his own expense with all municipal, county, state and federal laws, ordinances and regulations, including the Occupational Safety Administration Act of 1970 and regulations thereunder, which may apply to the use of the Equipment. Lessee shall not permit any person to use the Equipment who is not legally qualified to do so.
6. **Permitted Area of Use of the Equipment.** Without TJM Rental & Supply, Inc.'s written consent, Lessee shall not remove the Equipment from the Commonwealth of Massachusetts, or, if the equipment is delivered by TJM Rental & Supply, Inc. outside of the Commonwealth of Massachusetts, the location to which it is delivered.
7. **Lessee's Liability for Misuse of Equipment.** Lessee shall not abuse, harm, or misuse the Equipment. Lessee shall not permit any repairs to be made to or lien to be placed upon the Equipment without TJM Rental & Supply, Inc.'s written consent. In the event of any accident or casualty resulting in injury to body or property arising out of Lessee's use of the Equipment, Lessee agrees to accept all responsibility and shall hold TJM Rental & Supply, Inc. harmless from any claims or action arising therefrom. Lessee shall furnish TJM Rental & Supply, Inc. with a complete report of any accident involving the Equipment, including the names and addresses of all persons involved and all witnesses.
8. **Disclaimer of Warranties.** TJM RENTAL & SUPPLY, INC. MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Lessee's sole remedy for any failure or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided that the Equipment is returned to TJM Rental & Supply, Inc. within 24 hours after such failure. TJM Rental & Supply, Inc. shall not be responsible for any loss, damage or injury to Lessee or Lessee's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in, or failure of the Equipment.
9. **Deposit and Interest.** Lessee acknowledges that the purpose and intent of the deposit paid by the Lessee hereunder is to secure the payment of the rental charges hereunder and to guarantee the full complete performance of all the terms of this agreement. To the extent that any sum is due to TJM Rental & Supply, Inc. from Lessee at any time under this Lease, Lessee authorizes TJM Rental & Supply, Inc. to apply the deposit to recover the sum due or any portion thereof. Lessee agrees to pay interest to TJM Rental & Supply, Inc. at a rate of 1.5% per month on any sums overdue hereunder.
10. **Indemnification of TJM Rental & Supply, Inc.** Lessee indemnifies and agrees to defend and hold harmless TJM Rental & Supply, Inc. from and against any and all claims, loss, costs, damages, attorneys' fees and/or liabilities in connection with the lease and use of the Equipment, including TJM Rental & Supply, Inc.'s costs and legal fees incurred in seeking to recover possession of the Equipment or to enforce any of the terms of this agreement.
11. **Theft.** Failure to return the Equipment on the due date specified herein may be considered a theft and may result in criminal prosecution.
12. **Taxes.** Lessee agrees to pay any and all taxes, license fees, or permit fees rising out of the lease and use of the Equipment, regardless of whether such taxes or fees appear on the face of this contract or whether such taxes are later claimed by governmental authority.
13. **Title.** Title to the Equipment is and shall remain in TJM Rental & Supply, Inc.. If the Equipment is levied upon for any reason, TJM Rental & Supply, Inc. may repossess the Equipment without notice or legal process and may take all action reasonably necessary to do so.
14. **Construction.** The paragraph headings used herein are for convenience only and are not to be used in construing the meaning or intent of any of the terms or provisions of this agreement.
15. **Damage Waiver.** By accepting the damage waiver, Lessee agrees to pay the additional charges described on the first page hereof and in return therefore; TJM Rental & Supply, Inc. agrees to waive the claims set forth in the Damage Waiver below for loss or damage to the Equipment.
16. **Collection Costs.** Lessee agrees to pay TJM Rental & Supply, Inc.'s attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise enforcing the terms of this contract.

DAMAGE WAIVER

If Lessee has accepted the damage waiver, then he shall have no responsibility for physical damage to the Equipment **EXCEPT** as follows:

- A. Damage or loss resulting from:
 - i. Theft;
 - ii. Overloading or exceeding the rated capacity of the Equipment;
 - iii. Use of electric current provided by other than an electric utility;
 - iv. Lack of lubrication or other normal service of the Equipment;
 - v. Loss or disappearance of the equipment through theft or otherwise; and
 - vi. Use of the Equipment in violation of any of the terms in this agreement.
- B. Damage to tires or inner tubes.

Lessee further agrees that TJM Rental & Supply, Inc. shall be subrogated for any recovery right that Lessee may have for damage to the Equipment from any insurance policy of Lessee and Lessee agrees to exercise all rights available to him under said insurance policy and to assign any claims and pay any and all proceeds therefrom to TJM Rental & Supply, Inc.. Upon request of TJM Rental & Supply, Inc., Lessee shall furnish the name of his insurance agent, insurance company, and complete information concerning insurance coverage carried.

TERMS AND CONDITIONS OF SALE

Check off Whether New or Used Equipment - New _____ Used _____

For used equipment the buyer hereby acknowledges that the Equipment is a "used product" and is being sold on an "as is" and "with all faults" basis. TJM Rental & Supply, Inc. makes no express or implied warranties of merchantability or fitness for a particular purpose or any other warranties unless TJM Rental & Supply, Inc. has so provided in a writing signed by an authorized representative of TJM Rental & Supply, Inc.. I, the Buyer, hereby acknowledge that I have read the Terms and Conditions of Sale and that I understand that this is an "as is" sale of used goods.

For new equipment Buyer acknowledges that the only warranties provided with the equipment are those provided by the manufacturer and that TJM Rental & Supply, Inc. makes no warranties of merchantability or fitness for a particular purpose, either expressed or implied.

Buyer's Signature