

## Terms and Conditions for Mow Power Equipment Rental

You, the renter of the Equipment, agree as follows:

- You acknowledge that you have been offered safety and operational instructions regarding the safe operation of the Equipment, have chosen the Equipment and understand that Mow Power is not the manufacturer of the Equipment.
- You agree that you are at least 18 years of age to rent non-towable equipment, and at least 21 years of age to rent any towable equipment.
- You agree that you are responsible for the operation of the Equipment, will use the Equipment in a careful manner in compliance with all applicable safety standards and will indemnify and hold Mow Power harmless in the event that anyone or anything is injured or harmed by the Equipment or its use during the time it is being rented. This indemnity extends to and includes any attorney fees and related costs Mow Power incurs as a result of such injury or harm.
- You agree that you are responsible for the actual replacement value of the Equipment if the Equipment is lost, damaged or stolen.
- You agree to properly maintain the Equipment while you it is being rented. In the event it is damaged to where repairs are necessary, you agree to return the Equipment to Mow Power for such repairs and will pay for any necessary repairs.
- You are responsible for cleaning the equipment prior to its return. If the equipment is not cleaned, you agree to pay Mow Power a maximum \$35 cleaning fee.
- You are responsible for returning all diesel engine equipment full of diesel fuel or agree to pay additional fees for re-fueling
- You agree that you will provide, maintain and pay for (a) insurance against the loss, damage or theft of the Equipment for its actual replacement value as determined by the condition of the Equipment when you began to rent it and (b) insurance against public liability and property damage. You further agree that you will maintain minimum insurance against bodily injury, death and property damage in the amount of at least \$1,000,000. You also agree to provide Mow Power, upon its request, certificates of insurance in amounts and with companies satisfactory to Mow Power.
- You agree that you will not permit anyone other than yourself or your employees to operate the Equipment.
- You agree that you will not file, grant or permit an involuntary lien or security interest on the Equipment.
- You acknowledge that Mow Power is the owner of the Equipment and that you have no right, title or interest in the Equipment except as stated in this Rental Contract.
- Unless otherwise stated, you have no right to purchase the Equipment.
- You agree to pay (or reimburse Mow Power for all charges and taxes related to your use of the Equipment.
- You agree that upon the expiration of the rental term (unless extended upon Contract of Mow Power or on demand of Mow Power, you will surrender the Equipment in as good of condition as when received from Mow Power, ordinary wear and tear excepted, by bringing the Equipment back to the Mow Power store that rented it to you.
- Customer understands as per Arizona Revised Statute failure to return equipment within 72 hours of the stated return date and time listed on the rental agreement can result in Criminal Prosecution for a Class 1 Misdemeanor with penalties up to 6 months in jail , \$2,500 in fines and 3 years of probation
- **DEFAULT PROVISIONS.** You acknowledge that you will be in default if you:
  - fail to pay any rent or other payment due under this Rental Contract when due;
  - fail to perform or observe any other provisions in this Contract;
  - become insolvent (however defined), cease business as a going concern, makes an assignment for the benefit of creditors, file for bankruptcy protection; or
  - commit or fail to commit any act that results in jeopardizing the rights of Mow Power or causes Mow Power to deem itself insecure as to its rights.
- **DEFAULT REMEDIES.** If you are in default under this Contract, Mow Power, with or without notice to you, shall have the right to do as follows:
  - elect that the entire rental payments due become accelerated and the entire amount of rental becomes due immediately;
  - terminate this Rental Contract; or
  - enter on your premises with or without a court order or other process of law and repossess and remove the Equipment, with or without notice to you. Such repossession shall not constitute a termination of this Contract unless Mow Power so elects in writing. Mow Power may also re-rent the Equipment to any other person upon terms and conditions acceptable to Mow Power. If Mow Power elects the remedies available under this section, you shall immediately pay Mow Power the entire rent owed, plus all costs and expenses Mow Power incurred in the exercise of these remedies.
- You agree that all notices required in this Rental Contract shall be sent by fax, courier, certified mail or other means where proof of service is provided to the address set forth on this Contract, or to such other address as a party may provide to the other party by written notice.
- **WARRANTIES:** Lessor warrants that Equipment leased to Lessee shall conform to the description stated herein. Warranties made by the seller and/or the manufacturer of the Lease Equipment are assigned by Lessor to Lessee. In the event of any claim concerning the Equipment, regardless of the cause or consequence, Lessee's only remedy, if any, is against the seller or manufacturer of the Equipment. Lessor does not warrant the fitness, merchantability, design, condition, capacity, suitability or performance of the Equipment Leased. No defect, regardless the cause or consequence, shall relieve Lessee from performance under this Lease, including rental payments.
- **GOVERNING LAW:** Lessor and Lessee agree that it is their intention and covenant that this agreement shall be governed by the laws of the state in which it is executed.
- **MISCELLANEOUS:** The rental contract constitutes the entire agreement between Lessor and Lessee and is irrevocable for its term and for the aggregate rentals reserved above, and shall not be amended, altered or changed except by written agreement of the parties. If any portion of this Lease is deemed to be invalid, it shall not affect the rest of the agreement. If more than one Lessee is named in this Lease, the liability shall be joint and several. Any failure of the Lessor to require strict performance by Lessee or any waiver by Lessor of any provisions of the Lease shall not be construed as consent or waiver of any other breach of the same or any other provision.

If customer information other than stated above , please complete

EQUIPMENT RENTED\_\_\_\_\_MANUFACTURER\_\_\_\_\_

CUSTOMER NAME\_\_\_\_\_DATE\_\_\_\_\_

COMPANY NAME\_\_\_\_\_PHONE\_\_\_\_\_

STREET ADDRESS\_\_\_\_\_CITY\_\_\_\_\_STATE\_\_\_\_\_ZIP\_\_\_\_\_

CUSTOMER SIGNATURE\_\_\_\_\_Mow Power INITIALS\_\_\_\_\_