

STANDARD RENTAL CONTRACT
TERMS AND CONDITIONS

Tejas

1. **INSPECTION, REPAIRS AND MAINTENANCE.** Dealer is required to supply the equipment in good operating condition. Customer acknowledges by signing this contract that he has had and opportunity to personally inspect the equipment, has received instructions from Dealer for the safe use of the equipment, including manufacturer's safety warnings and instructions, if any, and accepts the equipment as being suitable for his needs and in good operating condition, and that he understands its proper and safe use. The customer agrees that he will pay all cost of repairs during this rental period, including labor, materials, parts, and other items, except for normal wear and tear. "Normal wear and Tear" is defined as use of the equipment under normal work conditions with qualified personnel providing proper operation, maintenance and service. If repairs exceeding thenormal wear and tear are necessary upon return of the equipment, Dealer is authorized to make such repair and bill the customer. Customer agrees no to cover, alter, substitute or remove any identifying insignia displayed on the equipment. customer will not permit the equipment to be abused, overloaded or used beyond its capacity.
2. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes un safe or in disrepair, Customer agrees to discontinue use and notify Dealer. The Dealer will replace the equipment with similar equipment in good working order, if available, when the equipment has become unsafe or in disrepair as a result of normal use. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise
3. **WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS.**
4. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** Customer agrees to and shall indemnify and hold harmless Dealer, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person, or for damage to any property, arising of or in connection with the use of the equipment or breach of this contract by Customer, regardless of whether such injuries, death, or damages are caused in whole or in part by the negligence of the Owner. It is the expressed intention of the parties hereto, bothe Customer and Dealer, that the indemnity provided for in this paragraph is indemnity by Customer to indemnify and protect Dealer from the consequences of Dealer's own negligence, whetehr that negligence is the sole or a concurring cause of the injury, death, or damage.
5. **PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract: A. Use for illegal purpose or in an illegal manner. B. Use when the equipment is in bad repair or is unsafe. C. Improper, unintended use or misuse. D. Use by anyone other than customer or his employees, without Dealer's written permission. E. Use atany other than the address furnished Dealer without Dealer's written permission.
6. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** Dealer may assign his rights under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may no sublease or loan the equipment without Dealer's written permission. Any purported assignment by customer is void.
7. **TIME OF RETURN.** Customer's right to possession terminates on the expiration of the rental period, and retention of possession after of this time consitutes a mateial breach of this contract. Time is the essence of thels contract. Any extension must be mutally agreed upon in writing.
8. **LATE RETURN.** Customer agrees to return the rented equipment during Dealer's regular store hours, upon termination of the rental period. If not timely returned, the rental rate shall continue until the equipment is returned.
9. **UNCLEAN, DAMAGED OR LOST EQUIPMENT. CUSTOMER AGREES TO PAY FOR ANY UNCLEAN, DAMAGE TO OR LOST EQUIPMENT, INCLUDING: 1. LOSS OF THEFT OF ACCESORY EQUIPMENT, SUCH AS WELDING LEADS, ELECTRIC CORD, BITS, BATTERIES, HOSES, ETC. 2. LOSS BY WILLFUL NEGLIGENCE OR ABUSE. 3. MYSTERIOUS OR UNEXPLAINED DAMAGE OR DISAPPEARANCE. 4. THEFT BY PERSON(S) ENTRUSTED WITH THE EQUIPMENT. 5. ANY LOSS OR DAMAGE WHATSOEVER TO TRUCK(S) EQUIPMENT. 6. DAMAGE TO OR FLAT TIRE(S). 7. DAMAGE DUE TO NEGLIGENCE OR ABUSE TO EQUIPMENT, REGARDLESS OF CAUSE, EXCEPT REASONABLE WEAR AND TEAR WHILE THE EQUIPMENT IS OUT OF THE POSSESSION OF DEALER, AND UNTIL THE EQUIPMENT IS RETURNED TO THE DEALER OR AN AUTHORIZED REPRESENTATIVE OF THE DEALER. CUSTOMER ALSO AGREES TO PAY A REASONABLE CLEANING CHARGE FOR EQUIPMENT RETURNED UNCLEAN, ACCRUED RENTAL CHARGES CANNOT BE APPLIED AGAINST THE PURCHASE OR COST OF REPAIR OF DAMAGED OR LOST EQUIPMENT. EQUIPMENT DAMAGED BEYOND REPAIR WILL BE PAID FOR AT ITS FAIR MARKET VALUE WHEN RENTED. THE COST OF REPAIRS WILL BE BORNE BY CUSTOMER, WHETHER PERFORMED BY DEALER OR AT DEALER'S OPTION, BY OTHERS. CUSTOMER AGREES TO FURNISH DEALER A POLICE REPORT ON ALL LOSSES.**
10. **DAMAGE WAIVER. IF ACCEPTED BY CUSTOMER, DEALER AGREES IN CONSIDERATION IF AN ADDITIONAL CHARGE AS SPECIFIED IN THE AGREEMENT, TO MODIFY THE RESPONSIBILITIES OF CUSTOMER CREATED IN PARAGRAPH 9 (UNCLEAN, DAMAGED, OR LOST EQUIPMENT). THIS WILL ONLY MODIFY THE "DAMAGED" PORTION IN PARAGRAPH 9. CUSTOMER ACCEPTING DAMAGE WAIVER IS NOT RESPONSIBLE FOR DAMAGE TO, DESTRUCTION OF RENTAL EQUIPMENT EXCEPT AS FOLLOWS: 1. DAMAGE DUE TO NEGLIGENCE OR ABUSE 2. DAMAGE DUE TO FLOODS, RAIN, STORM, ETC. 3. DAMAGE TO TIRES, TUBES & WHEELS CAUSED BY BLOWOUT, BRUISES, CUTS, & OTHER CAUSES INHERENT IN THE USE OF EQUIPMENT. 4. DAMAGE RESULTING FROM MISUSE, ABUSE, FAILURE TO MAINTAIN CLEANLINESS, PROPER OIL FLUID, HYDRAULIC PRESSURE OR OTHER NORMAL SERVICE OF EQUIPMENT. 5. OVERHEAD DAMAGE & ALL DAMAGE RESULTING FROM OVERTURNING. 6. DAMAGE FROM DIRTYING OF EQUIPMENT BY PAINT, MUD, PLASTER CONCRETE, ETC. DAMAGE WAIVER DOES NOT COVER ANY FORM OF UNCLEANLINESS THEFT OF EQUIPMENT, MYSTERIOUS OR UNEXPLAINED DISAPPERANCE OF EQUIPMENT, (SEE PARAGRAPH 9).**
11. **TIME OF PAYMENT.** Accounts are due and payable in Hidalgo County, Texas, at the termination o the rental period. Any amount not paid when due shall bear intrest at the highest contract rate o intrest the Dealer may charge Customer under applicable law, compounded daily.
12. **SUIT AND COLLECTION COSTS.** Customer agrees that any suit on or by reason of customer's obligation under this contract may be brought against him in Hidalgo County, Texas where performance is to occur. customer agrees to pay all reasonable collection, attorneys' and court fees and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.
13. **REPOSSESSION.** Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and peaceably remove the equipment from wherever it is located, and Dealer and his agents shall not be liable for any claims for damage for trespassing arising from the removal of the equipment.
14. **LOADING AND UNLOADING EQUIPMENT.** Customer is responsible for loading and unloading the equipment. If Dealer's agents or employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold harmless Dealer, its agents and employees, for any property damage or personal injuries, regardless of whether such injuries or damage are caused in whole or in part by the negligence of Dealer, its agents or employees
15. **DELIVERY AND PICK-UP BY DEALER.** Customer agrees to notify Dealer of required delivery and/or pick-up of equipment by Dealer a minimum of 24 hours before equipment is to be delivered or picked-up and Customer shall have equipment available for pick-up minimum of 3 hours prior to Dealer's normal closing time. dealer will only deliver or pick-up equipment during Dealer's regular business hours and in accordance with this paragraph.
16. **DISCLAIMER OF AGENCY.** Customer acknowledges that he is not the agent of Dealer for any purpose.
17. **TIRE REPAIR OR REPLACEMENT.** Customer acknowledges that repair and replacement of tires are not included in the rental rate and agrees to pay for the repair or replacement of any tires returned to the dealer in a damaged condition, regardless of the cause of the damage, reasonable wear and tear excepted.
18. **FAILURE TO RETURN EQUIPMENT DURING BUSINESS HOURS.** In the event the equipment is not returned during Dealer's regular business hours, Customer agrees to pay for any damage to or loss of the equipment occurring between the time or return and the commencement of Dealer's next business day.
19. **DISCLAIMER OF MANUFACTURER.** Customer agrees that Dealer is neither the manufacturer of the equipment nor the agent of the manufacturer.
20. **USE OF EQUIPMENT.** Customer agrees that the equipment shall be used only by persons competent in their operation and futher agrees that he is solely responsible for providing competent operators.
21. **TITLE.** This agreement is not a contract of sale. Title to the equipment is and shall remain in Dealer.
22. **ATTEMPTED LEVY.** Customer will give Dealer immediate notice of any levy attempted upon said equipment or if said equipment for any cause becomes liable to a eizure, and to indemnify Dealer against all loss and damages caused by any such action including Dealer's reasonable attorneys' fees and expenses.
23. **ADDITIONAL TERMS FOR TRUCKS, TRAILERS AND CAMPER RENTALS.** Dealer will provide.
24. **DEPOSIT AND RESERVATION AMOUNT.** Deposit does not cover replacement and/or repair of damage to equipment but can be applied toward cleaning charges, late return charges, repair or replacement of any damage to or loss of the equipment and may not cover total charges. Reservation amount, if any, paid to Dealer by Customer to reserve equipment for future rental is non-refundable and may not be applied toward rental or other charges. Dealer shall not be liable to Customer for any claim or damages, including consequential damages incurred by Customer, arising out of Dealer's inability to supply equipment previously reserved due to events beyond Dealer's control. In such event, Customer's sole remedy shall be limited to refund of the reservation amount if any, paid to Dealer.
25. **SEVERABILITY.** The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions or portions thereof shall not affect the remaining provisions or portions thereof.
26. **NOTICE OF NON-WAIVER.** The falluer of the Dealer at any one or more times to insist upon strict performance by the Customer of the conditions and terms of his agreement shall not be construed as a waiver of the Dealer's right to demand strict compliance.
27. **INTEGRATION.** This agreement comprises the entire agreement between the parties and it is acknowledged that there are no understandings, representations, warranties or promises, verbal or otherwise pertaining to this agreement or to the equipment, which are not incorporated herein.