

Unless waived by Jerry Pate Rentals, a "CERTIFICATE OF LIABILITY INSURANCE" naming Jerry Pate Turf & Irrigation, Inc., D.B.A. Jerry Pate Rentals as "additional insured/loss payee" IS REQUIRED to be received by Jerry Pate Rentals prior to delivery of any rental equipment to Lessee. MINIMUM REQUIRED LIABILITY COVERAGE IS \$1,000,000.00. Any individual signing this contract represents and warrants that he or she is of legal age, and has the authority and power to sign this rental agreement as or for the Customer. **The terms and conditions on Schedule A attached hereto are incorporated by reference as if fully rewritten herein.** The Lessee identified below agrees to the terms and conditions set forth above and to the terms and conditions set forth on Schedule A attached hereto. Lessor hereby agrees to deliver the equipment identified above in accordance with this Agreement, including the terms and conditions set forth on Schedule A attached hereto.

This agreement shall be governed by the laws of the State of Florida.

#### **SCHEDULE A: Equipment Rental Terms & Conditions**

1. **Payment:** Lessees who do not have open account status with Lessor must pay by credit card (MasterCard, Visa, or AMEX) the full amount shown on this Rental Agreement at time of delivery. Customer will not be permitted to take possession of the equipment(s) unless the payment requirements of the preceding sentence are satisfied.
2. **Safety Review:** Owner's manuals will be provided with all equipment. It is the responsibility of the Lessee(s) and all operators of the equipment to review the owner's manual in its entirety and present any questions to the Lessor prior to operation. Additionally, operators' manuals can be accessed from [www.jerrypate.com/rentals](http://www.jerrypate.com/rentals).
3. **Performance/Reasonable Wear and Tear:** If equipment fails to operate for more than an insignificant portion of the rental term for reasons other than the fault to the Lessee (fault of the Lessee shall include, but not limited to misuse, abuse or improper operation of the equipment by the Lessee or Lessee's guests, invitees, agents, representatives, employees, or affiliates (hereinafter collectively "Lessee Representatives")), then the charge or a prorated portion of the charge for such equipment will be refunded to Lessee, and such refund shall be in full satisfaction of any and all claims that Lessee may have under this Rental Agreement. Unless otherwise set forth in writing in the Rental Agreement, Lessee will pick up the equipment at Jerry Pate Rentals' facility, and Lessee will return the equipment to Jerry Pate Rentals' facility at the return date and time shown in the Rental Agreement. Jerry Pate Rentals will pick up the equipment(s) at the delivery location at the indicated return date and time. Lessee shall be responsible for any damage occurring to the equipment, other than reasonable wear and tear, during the term of this Rental Agreement or while the equipment is in possession of Lessee or Lessee's Representatives. Reasonable wear and tear of the equipment shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use. By way of example, and not by way of limitation, the following shall not be considered reasonable wear and tear (a) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the equipment; (b) damage in the nature of dents, bending, tearing, staining and misalignment to or of the equipment or any part thereof; (c) any damage to the equipment that is not considered ordinary and reasonable for the particular equipment, or (d) any damage to equipment caused as a result of not performing prescribed normal and preventative maintenance as required. Cost of repairs required as a result of damage, other than ordinary wear and tear, shall be paid by Lessee at Lessor's then current "time and material" rates.
4. **Loss of Key(s):** Lessee is responsible for all keys. There will be a \$2.50 charge for each missing key.
5. **Responsibility/Preexisting Damage/Waiver:** As indicated in Section 3 above, Lessee is responsible for any damage occurring to the equipment, other than reasonable wear and tear, during the term of the Rental Agreement or while the equipment is in the possession of the Lessee or Lessee's Representatives. Lessee shall not be responsible for damage identified on the checksheet completed and signed at time of delivery of the equipment. Lessee shall not be responsible for damage to the equipment up to \$500 (repair costs and parts at Lessor's then current time and materials rates) if Lessee has elected to purchase the Damage Waiver.
6. All equipment is to be returned clean of signs, cups, cans, trash, etc., or \$40.00 per equipment will be charged to cover the cost of cleanup.
7. **Customer will not use or allow anyone to use the equipment: (a) for an illegal purpose or in an illegal manner; (b) without a valid driver's license; (c) who is not qualified to operate it; (d) who is under the age of 16.** Customer agrees, at Customer's sole expense, to comply with applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the equipment.
8. Lessee agrees to give prompt written notice to the Lessor in the event of any loss of, or damage to, the equipment. The total or partial destruction of the equipment while the equipment is in the possession of the Lessee or Lessee's Representatives shall not relieve the Lessee of the Lessee's obligation to pay the rent and other charges provided under this Rental Agreement, which shall continue in full force and effect.

9. In consideration for Lessor's agreement to lease the equipment to Lessee, Lessee hereby releases Lessor, its officers, directors, employees, agents and representatives (herein collectively "Lessor Representatives") from any loss, damage, injury, claim, or expense whatsoever which may be incurred by Lessee or Lessee's Representatives, with respect to the use and operation of the equipment. Lessee also hereby agrees to indemnify and hold Lessor and Lessor's Representatives harmless from any claims by any third party, including Lessee's Representatives, arising out of the use and operation of the equipment during the term of this Rental Agreement or while the equipment is in the possession of Lessee or Lessee's Representatives. Lessee, for itself and all Lessee's Representatives assumes all risk of personal injury and property damage which may arise by virtue of the use of the equipment during the term of this Rental Agreement or while the equipment is in the possession of Lessee or Lessee's Representatives. Lessee's release as described herein and Lessee's agreement to hold Lessor harmless extends to and includes any costs, expenses, damages, losses, injuries, claims and liabilities whatsoever incurred or suffered by the Lessee or Lessee's Representatives and any claims that might be made by any third party arising out of any reason or cause, including claims, losses, injuries, expenses, or damages associated with Lessor's maintenance, or failure to maintain, delivery, transportation, or removal of the equipment. The indemnity and hold harmless described herein shall continue in full force and effect notwithstanding the full payment of all rents due hereunder or the termination of this Rental Agreement.
10. If the equipment is damaged while in the possession of the Lessee under circumstances that the Lessee is financially responsible for such damage (such damage is damage other than ordinary wear and tear), then if the equipment is repairable, the equipment shall be repaired by the Lessor to place the equipment in the same condition and working order as the equipment was in when delivered to Lessee, and Lessee shall pay to Lessor the cost of such repair (at Lessor's then current time and material rates). In the event that the damage to the equipment for which the Lessee is responsible is not economically repairable, then Lessee shall pay to the Lessor an amount equal to the fair market value of the equipment at the time the equipment was delivered to the Lessee. Payments for repairs and replacement of the equipment as described herein may be charged to the Lessee's credit card, and Lessee hereby authorizes such charges (to Lessee's credit card) by Lessor. The damage or destruction of the equipment while in the possession of the Lessee shall not relieve the Lessee of Lessee's obligation to pay rents as provided in this Rental Agreement.