

## TERMS

**TIME PERIOD:** Rental starts immediately upon delivery to Lessee of the leased equipment; rental ends upon return of said equipment to Lessor's premises during regular business hours. No allowance will be made for Sundays, holidays, or time in Transit, nor for any period of time the equipment may not be in actual use while in Lessee's possession. The equipment shall be returned at the time as set out in the contract.

**LIMITATION OF USAGE:** Lessee's use of equipment shall be normal and reasonable, and Lessee promises not to abuse or harm the equipment in any way while in his possession. Lessee shall return the equipment in as good a working condition as it now is, subject to reasonable wear and tear. Lessee acknowledges receipt of all the equipment in good working condition and repair and warrants that he fully understands its proper use and operating procedures.

**TOWING: NOTICE - EXAMINE ALL HITCHES, BOLTS, SAFETY CHAINS, AND OTHER TOWING CONNECTIONS.** Lessee accepts full responsibility for the use of and declares that he has examined the equipment, and all hitches, bolts, safety chains, hauling tongues, together with all devices and materials used to connect the equipment to Lessee's towing motor vehicle, and Lessee declares that he has received all of such equipment in a secure condition.

**REPAIRS:** In case of the mechanical failure of the leased equipment for any cause, Lessee at Lessee's expense shall return it to Lessor's premises. Lessee particularly understands that without Lessor's specific authorization Lessee has no authority to incur any expense for Lessor's account for the repair of said equipment or otherwise. Lessee further understands that the rental continues until the equipment is physically returned to Lessor's premises during regular business hours.

**LIABILITY:** Lessee shall be liable for all damage to the leased equipment arising from any accident. Lessee shall be liable for the return of all of the leased equipment and for all damages to and/or loss thereon, regardless of whether the same shall be due to Lessee's negligence or fault or to any other causes. Lessee covenants and agrees to keep the Lessor harmless and frees from any expense, and all liability arising out of the use, maintenance and/or return of the leased equipment. Lessee shall indemnify and hold Lessor free from all damages to third person and/or their property caused by the negligence of Lessee in possessing and/or operating the leased equipment. Further, Lessor shall not be liable to Lessee for any loss, delay or damages of whatever kind, resulting from defects in, or inefficiency of, the leased equipment, or resulting from any accidental breakage thereof.

**PAYMENT:** Payment is due and payable in full, including any repair costs or estimates, at the time of return provided for in this contract. any sums not so paid shall bear interest at the rate of 1 1/2% per month from the contract return date until paid in full. If this contract is in default and is assigned to any agency for collection, the (Customer) shall be liable for collection costs and fees including interest at 18% per annum, and all other charges owing on the contract. If legal action is commenced, then Washington law shall apply. (Agency) may place venue in the Superior Court of Kitsap, Pierce, or King County, Washington and the prevailing party shall be awarded its taxable costs and reasonable attorneys fees.

**SUBLETTING:** Neither the whole, nor any part of equipment hereby leased, shall be sublet or assigned by Lessee; or removed from the location at which it was intended by Lessor to be used, as represented by Lessee, except by written consent of Lessor obtained before said removal.

**TITLE:** Title to the leased equipment now is and at all times hereafter shall remain and be vested only in Lessor. If the equipment is levied upon by marshal, sheriff or constable by reason of execution, garnishment, or attachment or for any reason whatsoever, then this lease immediately shall terminate, and the Lessor may retake the equipment as provided below.

**NOTICE OF NON-WAIVER:** The failure by the Lessor at any one or more times to insist upon strict performance by the Lessee of the conditions and/or terms of this agreement shall not be construed as a waiver of Lessor's right to demand strict compliance. Time is expressly made the essence of this contract. It is understood that no option of any kind, actual or implied, is given by the Lessor to the Lessee for the purchase by Lessee of the equipment at stipulated value or upon any basis whatever.

**RETAKE:** If by reason of any breach of any of the terms of this contract by Lessee, or by reason of the termination of this lease or the insolvency of the Lessee, or if by any other contemplated reason, it becomes necessary for the Lessor to retake or repossess the equipment, then it shall be permissible for the Lessor, and its agents are hereby so authorized, to go upon the Lessee's property and/or remove all of Lessee's employees and/or impediments of whatever kind with or without notice, and with or without legal process, and retake the equipment using all necessary force so to do; and the Lessee hereby expressly waives for itself and its employees all damages and/or loss, if any, physical and/or pecuniary, suffered and/or caused by reason of said retaking by the Lessor. Should Lessor place this contract in the hands of an attorney for enforcement of any of the provisions hereof, and/or to recover any sums due hereunder, and/or to recover the equipment or assist the recovery thereof, the Lessee agrees to pay all reasonable attorney's fees, costs, and expenses incurred by Lessor in such collection or retaking. In addition to all other rights and remedies, seller, at his option, may at any time after the time specified for return declare a "sale and purchase" at retail price with or without notice. Lessee shall thereafter be responsible and shall pay the sum of the purchase price, plus tax, and the rental charge up and to the date of declaration of purchase.

**DAMAGE WAIVER:** Unless previously accepted or rejected by initialing the reverse of this contract, Lessee agrees to pay an additional charge as specified on the reverse for rental items. In return therefore, the Lessor agrees to waive certain claims for loss or damage to the equipment rented. Theft, fire damage and obvious abuse or misuse of equipment is not covered by Damage Waiver. To reject Damage Waiver, you the Lessee, must initial where provided on the reverse of this contract at the beginning of the rental term. Rejection of Damage Waiver leaves Lessee financially responsible for all charges associated with the repair or replacement of damaged equipment.