

Terms and Conditions for Chattanooga Tractor & Equipment (CTE)

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

1. 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 Chattanooga Tractor & Equipment (referred to hereafter as CTE) is not the manufacturer of the Equipment.
2. 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 CTE 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 CTE incurs as a result of such injury or harm.
3. You agree that you are responsible for the actual replacement value of the Equipment if the Equipment is lost, damaged or stolen.
4. You agree to properly maintain the Equipment while it is being rented. In the event it is damaged to where repairs are necessary, you agree to return the Equipment to CTE for such repairs and will pay for any necessary repairs.
5. You are responsible for cleaning the equipment prior to its return. If the equipment is not cleaned, you agree to pay CTE a \$125 p/hr cleaning fee.
6. Equipment must be returned filled with fuel or an additional charge of \$7.50 p/gallon will be charged to the customer.
7. **INSURANCE:** 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 CTE, upon its request, certificates of insurance in amounts and with companies satisfactory to CTE.
 - a. **RENTAL PROTECTION PLAN:** Chattanooga Tractor & Equipment offers an optional rental protection plan that is calculated at 15% of the rental charges. This plan provides coverage at 100% for the first \$250 of qualified damages, then 50% of the next \$15,000 of qualified damages. Lessee is liable for damages that exceed \$15,000. Qualified damages do not include damage that occurs as a result of negligence or misuse. If the customer wishes to decline coverage, the customer must provide a certificate of insurance from their insurance provider demonstrating \$1,000,000 in general liability coverage that includes physical damage to Rental Equipment. Chattanooga Tractor & Equipment must be listed as additional insured and loss payee.
8. You agree that you will not permit anyone other than yourself or your employees to operate the Equipment.
9. You agree that you will not file, grant or permit an involuntary lien or security interest on the Equipment.
10. You acknowledge that CTE 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.
11. Unless otherwise stated, you have no right to purchase the Equipment.
12. You agree to pay (or reimburse CTE for all charges and taxes related to your use of the Equipment.
13. You agree that upon the expiration of the rental term (unless extended upon Contract of CTE or on demand of CTE, you will surrender the Equipment in as good of condition as when received from CTE, ordinary wear and tear excepted, by bringing the Equipment back to the CTE store that rented it to you.
14. **DEFAULT PROVISIONS.** You acknowledge that you will be in default if you:
 - a. fail to pay any rent or other payment due under this Rental Contract when due;
 - b. fail to perform or observe any other provisions in this Contract;
 - c. become insolvent (however defined), cease business as a going concern, makes an assignment for the benefit of creditors, file for bankruptcy protection; or
 - d. commit or fail to commit any act that results in jeopardizing the rights of CTE or causes CTE to deem itself insecure as to its rights.
15. **DEFAULT REMEDIES.** If you are in default under this Contract, CTE, with or without notice to you, shall have the right to do as follows:
 - a. elect that the entire rental payments due become accelerated and the entire amount of rental becomes due immediately;
 - b. terminate this Rental Contract; or
 - c. 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 CTE so elects in writing. CTE may also re-rent the Equipment to any other person upon terms and conditions acceptable to CTE. If CTE elects the remedies available under this section, you shall immediately pay CTE the entire rent owed, plus all costs and expenses CTE incurred in the exercise of these remedies.
16. 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.
17. **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.
18. **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.
19. **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.

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Customer Signature