

GM EQUIPMENT CORP.  
1229 MILLION DOLLAR HWY.  
KERSEY, PA 15846

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RENTAL CONTRACT/TO: \_\_\_\_\_ Phone# \_\_\_\_\_

Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the personal property listed under "Item Rented" (herein called the "rented property") subject to the following terms and conditions. This is a blanket contract that covers rented trucks, equipment, & property.

1. Lessee agrees to pay the rental rate specified for each item leased hereunder for each time period or fraction thereof that the rented property is charged to the possession of the lessee. The lessee shall be charged with possession of the rented property from the time it (wherever appropriate herein, the words "he" /"she" may be substituted) acquires possession of such property as indicated under "Date In" and "time In." Special weekly and monthly rates apply only when the rented property is originally rented on a weekly basis and such rate is indicated at the time this contract is signed. Lessee further acknowledges that their credit card will be used as a form of payment if given to Lessor at any time.
2. Lessee agrees to pay rental charges in advance or immediately upon returning the rented property at lessor's sole discretion. Lessee further agrees that its deposit may be credited against any rental or other charges incurred by it hereunder and further agrees to pay upon demand all costs and charges payable under this lease over and above the advance deposit, together with all costs of collection including but not limited to collection agency fees and Lessor's reasonable attorney fees.
3. Lessee agrees to pay additional rental charges for equipment used in excess of single shift operation. Single shift operation will be defined as up to an 8-hour workday, 40-hour workweek or 160-hour work month, *hrs in excess will be prorated* (daily rental rate divided by 8 hrs, weekly rental rate divided by 40 hours or monthly rental rate divided by 160hrs), hrs will be assessed at the end of the rental period. Double shift operation will be billed at 1.5 times single shift rate & Triple shift operation will be billed at double the single shift rate. Lessor agrees to notify Lessee if equipment is to be used more than single shift operation before the rental period starts.
4. Lessee agrees to return the rented property to Lessor immediately upon termination of this contract in the same condition as that in which the said property was received, ordinary wear and tear from a use permitted under this lease excepted.
5. Lessee agrees to use the rented property only at the address and only for the purpose designated herein unless the Lessor consents in writing to its use at another location and/or for another purpose. Lessee further agrees to keep/retain all Lessor's labels, plates or markings in place on the rented property.
6. Lessee acknowledges that it has inspected the rented property and has found it to be clean and in good working condition at the time of entering into this contract. Lessee further acknowledges that it has received safe operation instructions in respect to the rented property.
7. Lessee agrees to immediately cease using any rented property if, while Lessee is charged with possession thereof, said property is found to be unsafe or in disrepair. Lessee shall notify Lessor immediately in either such case, and Lessor agrees, upon payment to it in full of all moneys chargeable to Lessee under this lease to the date of such replacement including but not limited to, all repair or replacement costs, to replace the rented property with similar property in good working condition with reasonable dispatch. Rental and other charges under this lease shall continue at all times pending such replacement and thereafter, in accordance with the terms of the lease.
8. Lessee agrees to pay all cleaning, repair, and replacement charges of any rented property, which is required to be cleaned, repaired, or replaced upon it return to Lessor.
9. Lessee agrees to pay Lessor in full for all loss or damage resulting to the rented property while said property is charged to its possession, whether such loss or damage is caused by loss or theft of the rented property or by reason of accident thereto, or by careless or abusive use thereof. If rental insurance is added; operator error, abuse, or neglect is not covered.
10. Lessee agrees that use of the rented property shall be entirely at its own risk and agrees to defend, indemnify, save, hold harmless, be responsible for and otherwise relieve Lessor, its subsidiaries, affiliates, directors, officers, agents, workmen, servants or employees from any and all liability in the event of any loss, negligence, expense, penalty, legal fees and costs arising from any and all claims of delay, death, injury or damage to property brought by Lessee, its agents, workmen, servants or employees, or any other third party for any alleged negligence or condition, caused or created, in whole or in part, by Lessor, its subsidiaries, affiliates, directors, officers, agents, workmen, servants, employees, or any other third party.
11. Lessor makes no warranties of safety for use, merchantability, fitness for a particular purpose or any other warranty, express or implied in respect to the rented property.
12. The parties agree that the terms & conditions of this contract are severable. In the event that any term or condition hereof is invalid under the laws of any state where used such term or condition shall be deemed not to be part of this contract in such state but shall not invalidate any other provision.
13. The parties agree that this contract shall be deemed to have been made and entered into in Elk County, Pennsylvania and that the law of the Commonwealth of Pennsylvania shall govern this contract, without regard to conflict of laws principles. The parties agree that jurisdiction and venue for any legal action or proceeding shall be in Elk County, Pennsylvania. Thus, Lessee hereby waives any objections to the jurisdiction and venue of the courts in Elk County, Pennsylvania, including any objection to personal jurisdiction, venue, and/or forum non-conveniens, in any proceeding by Lessor to enforce its rights hereunder filed in Elk County, Pennsylvania. Lessee further agrees not to object to any petition filed by Lessor to remove an action filed by Lessee from a forum or court not located in Elk County, Pennsylvania.
14. *Balance over 30 days may be subject to a service charge of 2% interest per month (24% per annum). Including any and all collection & legal fees.*
15. Lessee agrees that before directing or authorizing an employee to operate rented equipment such as an aerial platform (loading, unloading, inspecting or any form of use), the Lessee will ensure the person has been trained in the operation of the equipment, familiarized with the equipment to be operated and made aware of the responsibilities of operators as outlined in the applicable ANSI standards. The training must include a review of control functions as well as a review of all safety devices specific to the equipment.
16. Lessee agrees GM Equipment Corp. will be named as an additional insured under the Lessee's Commercial General Liability policy for personal injury and property damage arising out of the operation of the equipment. Lessee agrees they are responsible for all equipment damage related to boom overload and further agrees to insure equipment with boom damage, overload, and weight of load policy endorsements. Lessee also agrees the coverage for GM Equipment Corp. as an additional insured will be provided by a policy provision or endorsement at least as broad as ISO Additional Insured endorsement CG 20 10 11 85.

**TERMS AND CONDITIONS**

THE UNDERSIGNED PERSONAL GUARANTOR, RECOGNIZING THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A NECESSARY FACTOR IN GRANTING THIS RENTAL CONTRACT, HEREBY CONSENT TO AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED, BY THE ABOVE NAMED BUSINESS CREDIT GRANTOR, FROM TIME TO TIME AS MAY BE NEEDED IN THE CREDIT EVALUATION PROCESS. THE GUARANTOR AGREES TO BE UNCONDITIONALLY RESPONSIBLE FOR PERFORMANCE OF ALL OF THE TERMS OF THE RENTAL CONTRACT.

Signature (No Title) \_\_\_\_\_ DATE \_\_\_\_\_

Print (No Title) \_\_\_\_\_

Social Security# or Tax I.D. # \_\_\_\_\_