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RENTAL TERMS AND CONDITIONS

The following are the terms and conditions that apply to the rental of equipment from Concrete Accessories Inc. (CAI) By accepting equipment furnished under this agreement, the customer whose name appears on this agreement accepts and agrees to these terms and conditions. Any modification to the terms and conditions must be in writing and signed by a representative of CAI as referred to herein shall include all related accessories and other items to be delivered as specified on the order.

Warranty

With respect to rental service, CAI warrants to the Customer only that rental equipment, when received is in good operating condition. If equipment is not received in good operating condition due to no fault of the Customer, CAI shall (at its option) either repair equipment or supply replacement equipment subject to availability from CAI inventory. In no event shall CAI be liable for direct, indirect, special, incidental or consequential damages (including loss of profits) due to equipment failure. . **It's our suggestion that when renting you have a second unit on stand by in case of mechanical failure. A second unit can be rented from CAI at a reduced rate when available.**

Liability

CAI shall not be responsible for loss or damage to Customer's business or property or for injury or death to persons; and Customer shall indemnify CAI and hold it harmless for claims for any of the foregoing, including associated legal fees and expenses.

Ownership

Rental equipment remains the property of CAI. Customer shall not remove, deface, or obscure ownership labels.

Rates

Rates are based on daily, weekly and monthly time periods. Rentals continuing beyond the initial time period requested are billed at the daily rate, until that exceeds the weekly rate. Rental charges will commence the day the equipment is received by the customer. Rental charges cease on the day equipment is received at CAI facility.

Equipment Usage

Customer shall not make any alterations, additions, modifications, or improvements to the equipment and shall use it only for the purpose and in the manner for which it was intended by the manufacturer. Customer may not permit the equipment to be used by another party or at a different location without the express written consent of CAI.

Customer obligations

Customer is responsible for damage to equipment due to abuse, misuse, or negligence. Customer agrees to pay the charges to repair equipment if damaged. Equipment shall be returned to CAI in good condition and repair, wear from reasonable and proper use excepted. Customer will be charged \$150 for any equipment that is returned dirty. Customer is responsible for loss or damage to equipment from theft, mysterious disappearance, fire or any other cause. In accepting liability for the safe keeping of all rented equipment, Customer agrees to pay CAI the replacement cost (as determined by manufacturer's current list price) of any such equipment which Customer is for any reason unable to return to CAI at the end of the rental period. Customer agrees equipment was received in good working condition and has been shown safe operating procedures.

Acceptance

By signing below, the Customer agrees that they have read and understands the above Terms and Conditions, and will be bound by them.

Signature _____

Company _____

Name (printed) _____

Date _____