

CONTRACT AGREEMENT

Lessee acknowledges receipt of the described personal property. The parties agree that the property was inspected by Lessor and personally examined by the Lessee at the time of delivery to and acceptance by Lessee and that the property was in good and serviceable condition. Lessee acknowledges Lessee's or Lessee's agents' failure to detect or observe any defect or damage to said property at the time of delivery will be construed to be acceptance of the property in good condition, suitable for the purpose rented.

Title to the rented property is, and at all times shall remain in Lessor. Only the parties hereto and such other persons whose names are endorsed hereon are authorized to use such property, and Lessee will not permit said property to be used by any other person or at any address other than the place designated hereon without the express consent of the Lessor.

Parties agree that Lessor is not the manufacturer of said property nor the agent of the manufacturer and that no warranty against patent or latent defects in material, workmanship or capacity is given.

Lessee agrees that in the event that any of the property becomes unsafe or in a state of disrepair, Lessee will immediately discontinue the use thereof and promptly return it to Lessor. Upon receiving such property, if its condition is not the fault of the Lessee, Lessor agrees to replace such property with property of like kind and in good working condition. Lessee agrees that in the event that any of the property becomes unsafe, or in a state of disrepair, Lessor's liability to the Lessee is limited to the replacement of the property or a proportional refund of the rental fee for the period remaining after notification of the damage, but in no event shall said liability be greater than the full rental amount.

Upon termination of this agreement, Lessee will promptly return the rented property and all attachments and parts belonging thereto, to the Lessor at Lessor's place of business, in the same condition in which such property was received, ordinary wear and tear excepted, and agrees to pay for any damage to or loss of such property while in the possession or control of Lessee hereunder. In the event that Lessor must resort to litigation to recover for damages caused to or loss of such property, Lessee also agrees to pay Lessor's reasonable attorney fees and Court costs.

Lessor shall not be liable in any event to Lessee for any loss, delay or damage of any kind or character resulting from defects in or inefficiency of the leased property or accidental breakage thereof.

Lessee agrees to indemnify and save harmless the Lessor against all loss, damage, expense and penalty arising from any action on account of any injury to person or property of any character occasioned by the operation, handling, installation, set up or transportation of the leased property during the rental period or while the property is in the possession or control of Lessee. Lessee also assumes all liability arising from the selection of the project site and assumes the responsibility for insuring that the area for installation, set up, and use, will not result in any property damage as a result of proper installation and set up procedures. Lessee assumes all responsibility for restoring said location to its condition prior to the installation, set up and use.

Lessee will give Lessor immediate notice of any levy attempted upon such property, or if said property from any cause becomes liable to seizure, and to indemnify Lessor against all loss and damages caused by any such action, including Lessor's reasonable attorney's fees and expenses.

Lessee will not retain the leased property beyond the "Due In" time without prior notice to and consent of Lessor thereto. Lessee will pay rental price in advance or immediately upon the return of property. Lessee agrees to pay all collection charges, including a reasonable attorney's fee, if the rental is not paid when due.

Lessor, at Lessor's sole discretion may report property stolen if held (5) days beyond the "Due In" date. Lessor at Lessor's sole discretion, may revert all charges to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not refund on any item out over (30) minutes. Lessor will extend credit for like amount on any item providing Lessee uses this credit within a period of (15) days from the out date of the Contract.

Lessee hereby waives and releases Lessor from all claims for injuries or damages to Lessee arising out of the use of said property by Lessee.

Lessee acknowledges that many of the items provided by Lessor for rent, are of a unique nature, and are limited in supply. Lessee further acknowledges that once an item is reserved by Lessee, that the reservation of said item prevents the Lessor from being able to lease said item(s) to any other party. Lessee acknowledges that in the event Lessee desires to cancel said reservation, that the Lessor may have lost the opportunity to have leased said property to any other party, and therefore agrees that in the event the Lessee cancels said reservation, Lessor is entitled to keep said deposit as liquidated damages for the potential loss rental, regardless of whether Lessor is able to lease said item for the date previously reserved.

Lessee acknowledges that the Lessor operates its business in more than one location and that many of the items provided may be or intended to be used in other areas. However, Lessee acknowledges and agrees that should any form of legal action be instituted by either party, as a result of this contract, that jurisdiction and venue over said action shall be limited to Raleigh County, West Virginia, and governed by the laws of West Virginia.

Date:

Please Sign

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