

Additional Terms and Conditions

1. The rental equipment has been received in good working condition, and will be returned in the same condition, ordinary wear and tear excepted.
2. Renter assumes all responsibility for injuries to persons or damages to property and agrees to hold Metro Rental harmless for any and all claims of whatsoever nature, arising out of use or possession of the rental equipment while in Renter's custody.
3. **Rental Charges.** Renter agrees to pay the rental charges specified for each item of Equipment rented for each time period, or fraction thereof that the Equipment is charged to the possession of Renter, plus any wear or similar charges. The term Renter whenever it is used on this Rental Contract refers to, collectively the individual who signed the Rental Contract and his/her employees and/or agents. If the individual signed in an entity capacity, the term Renter includes the entity and its employees or agents.
4. **Payments.** Renter agrees to pay all rental charges in advance or immediately upon returning the Equipment as required by Metro Rental. Renter further agrees that Renter's deposit may be credited against any rental or other charges incurred by Renter under this Agreement.
5. **Rental Period/Rate Basis.** Rental charges shall begin to apply when the Equipment leaves the Metro Rental's premises and stops when it is returned to such premises. No allowance is made for time in transit or for any period of time said Equipment is not in use while in Renter's possession. Rental charges for Equipment with hour meters or similar use measuring devices are based on one single shift in a twenty-four hour period. If such Equipment is to be used for double shifts (sixteen-hour periods), charges will normally be one and one half times the published rates for a single shift. However, Metro Rental reserves the right to establish other multiple shift rates or determine hourly rates to be charged in excess of the normal 8 hour day, 40 hour week and 160 hour month. Certain Equipment may be subject to wear charges based on the wear occasioned by Customer use.
6. **Return of Equipment.** Upon termination of this Rental Contract, or upon Metro Rental's written demand, Renter shall immediately return the Equipment and all attachments and parts to Metro Rental in the same condition as received, normal and reasonable wear and depreciation expected.
7. **Inspection.** Renter agrees that Renter has been given an opportunity to carefully inspect and test the Equipment prior to removing it from Metro Rental's premises. Upon Renter's removing the Equipment from the premises of Metro Rental, it shall be conclusively presumed that Renter has, in fact, examined the Equipment and has found it to be in good working order and accepts said Equipment in an 'as is' condition.
8. **Proper Use and Location.** Unless otherwise stated in this Rental Contract or agreed to by Metro Rental, Equipment shall be used by Renter only at the address set forth in this Rental Contract. Renter shall use the Equipment solely for the purpose for which said Equipment was manufactured and intended.
9. **Unsafe Equipment.** Renter shall immediately discontinue the use of any Equipment which, while in Renter's possession or under Renter's control, becomes unsafe or is observed to be in a state of disrepair. Renter shall immediately notify Metro Rental of said facts and Metro Rental will, with reasonable dispatch, replace such Equipment with other Equipment in working condition or terminate the rental in its sole discretion. Renter is not authorized to affect any repairs on Equipment, shall enjoy no offset or claim against Metro Rental for unauthorized repairs performed, and shall be totally responsible for any and all damage or claims resulting from unauthorized work.
10. **Age of Operator.** The operation of any rented Equipment by any operator under 21 years of age is strictly prohibited.
11. **Damaged, Lost, Stolen, or Dirty Equipment.** Renter assumes the entire risk of loss or damage with respect to the Equipment, regardless of cause. Normal and reasonable wear and depreciation are expected. Renter agrees that if any of said Equipment is lost, stolen, or accidentally destroyed, Renter will immediately notify Metro Rental of same and will furnish Metro Rental with a copy of a police report, if appropriate, and proper affidavits, satisfactory to Metro Rental, covering the facts of the loss, theft, or accidental destruction. Renter agrees that Renter shall be responsible for and pay the rental rate for such lost, stolen, or accidentally destroyed Equipment, from the date of occurrence of said loss, theft, or accidental destruction until Metro Rental is notified of same. In the event of loss or destruction of Equipment, or loss of possession thereof, or inability to return Equipment to Metro Rental, Renter agrees to pay Metro Rental the complete and full current retail replacement value of said Equipment, as determined solely by Metro Rental. All costs of repairs to damaged but repairable Equipment will be borne by Renter whether performed by Metro Rental or, at Metro Rental's option, by another party.
12. **Renter to Indemnify.** Renter agrees to indemnify and defend Metro Rental against any and all costs, expenses, claims or judgments, including reasonable attorneys' fees, investigation costs, defense expenses and court costs, for or on account of any personal injuries, or property or consequential damage, sustained by Renter, Renter's agents or employees, or others affected by Renter's actions of failure to act, which are in any manner connected with or related to the use, misuse, or failure on any Equipment.
13. **Warranties; Representations.** Except as specifically provided herein, Metro Rental warrants only that the Equipment, when delivered to Renter, will be in good operating condition. If any Equipment shall require repair or recalibration, Renter shall notify Metro Rental immediately and obtain Metro Rental's consent before any remedial action is taken or any Equipment returned. The sole obligation of Metro Rental under the foregoing warranty shall be to repair, recalibrate, or, at its option, replace Equipment that shall fail to meet said warranty, and if Renter has promptly notified Metro Rental as provided above, to suspend rental charges for the period during which the Equipment is not operable as intended, and such obligation shall constitute the sole and exclusive remedy of Renter.

IN NO EVENT SHALL METRO RENTAL BE LIABLE TO RENTER FOR ANY CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, SUCH AS LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OF OR DAMAGE TO OTHER EQUIPMENT, COST OF SUBSTITUTE EQUIPMENT, OR DOWNTIME COST.

Metro Rental shall not be responsible for any delays or failure in making repairs, recalibration, or replacement due to the unavailability of party, labor strikes, delays in transportation or other causes beyond Metro Rental's reasonable control. The foregoing warranty shall not apply to any damage to Equipment occurring after Renter takes possession of the Equipment. Metro Rental is not the manufacturer of the Equipment.

METRO RENTAL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF SUITABILITY, DESIGN, QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE REGARDING THE EQUIPMENT.
14. **Right to Retake Possession of Equipment.** If Renter breaches this Rental Contract, fails to pay any rental or any other charge when due, is or becomes insolvent or bankrupt, or fails to perform any promise, agreement, covenant, or condition on Renter's part, Metro Rental or its agent shall be permitted, and Renter hereby authorizes them to go to Renter's property and retake Equipment without giving Renter notice and without legal process. Renter hereby grants to Metro Rental and Metro Rental's agents, permission to come onto any property wherein said Equipment is located for the purpose of retaking it, except that Metro Rental shall not enter Renter's premises unlawfully or commit any breach of the peace in repossession of the goods. Metro Rental shall be entitled to recover Metro Rental's costs for any such repossession as provided in this Rental Contract.
15. **Collection and Repossession Costs.** Renter agrees to pay, upon demand, all reasonable costs and expenses incurred by Metro Rental to enforce the terms of this Agreement, in collection any amount owed by Renter, or in recovering any Equipment owned by Metro Rental, including reasonable attorney's fees.
16. **Insurance:** Metro Rental maintains current insurance policies covering its general liability and workers' compensation obligations. Prior to taking possession of equipment, Renter shall have in place insurance covering the value of the equipment. Renter waives subrogation and shall obtain from each of its insurers a waiver of subrogation in favor of Metro Rental with respect to losses arising out of or in connection with the Equipment.
17. **Late Fee and Collection Costs:** A late fee of \$25 shall be charged for any payment received more than 10 days past its due date. Limited to the percent allowable by law, a 1½% monthly collection fee will be added to any outstanding balance not paid within thirty (30) days of when due.