

ALL ABOUT PARTIES RENTAL AGREEMENT

This contract contains important terms and conditions, including **ALL ABOUT PARTIES DISCLAIMER** from all liability for injury or damage and details of renter's obligations for rental and other charges and responsibilities to care for and return item(s) rented.

They are part of this contract – please read them!

- 1. Physical condition of Rental Item(s)** – You acknowledge that prior to taking the rented item(s), you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return the rented item(s) to **A.A.P.** in the same condition, except for normal wear & tear.
- 2. Use of Item(s)** – You agree that you are satisfied with the instruction given by AAP in the proper & safe manner of using the item(s) or that you are so familiar & told AAP that you were. You further agree that the item will be used only at the address designated & only for the purpose for which the item(s) was manufactured & intended. Subleasing or improper use is prohibited.
- 3. Responsibility for Use** – You are responsible for the use of the rented item(s). You assume all risks inherent in the operation & use of the item(s) & agree to assume the entire responsibility for the defense of, & to pay, indemnify & hold AAP harmless from, & hereby release AAP from any & all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item, whether or not it be claimed or found that such damage or injury resulted in whole or in part from AAP's negligence, from the defective condition of the item or from any cause. You agree that no warranties, expressed or implied, have been made in connection with this rental.
- 4. Responsibility for Equipment** – From the time the item(s) is rented out until it is returned, you are responsible for it. If the item is lost, stolen, or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the item(s). If the item(s) is returned not clean, a cleaning charge will be imposed.
- 5. Item(s) Failure** – You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, & will immediately (one hour or less) notify AAP of the facts. AAP agrees in its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if available at another time, or adjust the rental charges. This provision does not relieve you from the obligations imposed by other Paragraphs, including 4 & 6 in all events. AAP shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rented item(s).
- 6. Return of Item(s)** – The rented item(s) is AAP's property & is rented to you subject to this contract for rental charges & for the period of time noted on the front. If you desire to extend the term of this rental beyond the time & date specified on the contract under "Due in", you must immediately notify AAP to obtain our approval, the terms for such extension & a modification of this contract (see Paragraph 9). If this contract has not been extended & you fail to return the item(s) when due in, AAP, to enforce its property ownership of the item(s) & to protect its interest under this contract, may retake the item(s) at any time & to do so AAP or its representatives may enter your property & you hereby waive any right of action against AAP for such entry & retaking. In addition, you acknowledge that the failure to return rented item within the contracted time & the sale or concealment of rented item are prohibited & that such action may constitute a crime. AAP, in addition to any other action, including the filing of criminal complaints, subsection you to prosecution.
- 7. Charges & Payments** – Time is money. You are responsible for rental charges from the time the item(s) is "Rented Out" as specified on the contract until it is "Returned" & other charges hereunder. Return the item(s) promptly, clean & in good condition. You & your representative, agent, or principal shall be responsible for & shall pay AAP all charges hereunder. All charges are due upon return of the item(s) & on demand. If the rental charges are charged to someone other than the Renter, the Renter represents he is the agent of such party & has the right to charge this rental, the Renter nevertheless will remain liable for the charges & for the other obligations & responsibilities of the Renter hereunder. If rental charges are not paid within 10 days of their due date, AAP at its discretion may recalculate all charges on a daily rental rate basis.
- 8. Collection Costs** – You agree to pay attorney fees, collection fees, court costs, & any other expenses incurred in collection & charges under this agreement, in retaking the rented item(s) or otherwise in enforcing terms of this contract.
- 9. Modification of Contract** – This paper represents our entire contract, & there are no collateral, oral or, other agreements outstanding. None of AAP's rights may be changed & no extension of the term of this contract may be made except in writing signed by AAP & made a part of this contract.
- 10. Damage Waiver** – If you pay the damage waiver charge (DWC) as specified subject to the limitations & exclusions below, AAP agrees to modify the terms of this contract & relieve you of liability for accidental damage to the rented item(s) on this contract & for loss due to fire, collision, windstorm, upset, riot & burglary (provided there is evidence of forced entry). We exclude from this waiver however, any loss or damage due to theft (other than by burglary) misuse or abuse, theft by conversion, intentional damage, mysterious disappearance of other loss due to your failure to care for the rented item(s) as a prudent person would their own property, such as proper lubrication. In addition, if the item(s) rented is a truck, you are not relieved of liability of accidental damage to the truck container (box) caused by striking a stationary object. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement authorities & furnish us with a copy. In addition, if you have insurance for the loss or damage, you shall exercise, & shall empower us to exercise all your rights to obtain recovery under insurance, shall cooperate with AAP to obtain recovery & all insurance proceeds shall be given or assigned to AAP.

Signed

Date