

## EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement (“Agreement”) is entered into by and between Hajoca Corporation (“Hajoca”) and the renter (“Lessee”) whose name appears on the attached ship ticket number \_\_\_\_\_ (“Ship Ticket”), incorporated herein by this reference, containing the description of the equipment and accessories (collectively, the “Equipment”), the rental period and rental fee. Lessee agrees to pay all charges and costs for the use of the Equipment.

**TITLE:** Title to the leased Equipment shall at all times remain vested in Hajoca and Lessee shall have no right or title whatsoever in or to the Equipment other than those rights of a Lessee.

**SUBLETTING:** None of the Equipment shall be sublet by the Lessee or released from Lessee’s possession and control. Lessee shall not assign or transfer any interest in this Lease.

**MAINTENANCE, OPERATION AND REPAIRS:** Lessee declares that Lessee and its employees understand the operation of the Equipment and the application for which it is rented. Lessee shall ensure that the Equipment is not subject to careless or rough usage and shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment. Lessee is responsible for all expenses of operating the Equipment including all necessary repairs, regular maintenance and replacements including fuel and lubricants. Lessee shall at its own expense maintain and return the Equipment to Hajoca in good repair and operating condition. Lessee acknowledges that Hajoca shall be the sole judge as to the condition of the Equipment upon its return and Hajoca is hereby authorized to repair and/or restore the Equipment to its original condition (reasonable wear and tear excepted) at Lessee’s expense.

**DAMAGE TO EQUIPMENT:** Lessee agrees to indemnify Hajoca against all loss, theft, destruction and damage to the Equipment until such Equipment is returned to Hajoca.

**LIABILITY OF LESSEE:** In consideration of renting the Equipment to Lessee, **LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HAJOCA HARMLESS FROM ALL CLAIMS, SUITS, DAMAGES OR COSTS (INCLUDING ATTORNEYS’ FEES) OF ANY NATURE INCLUDING THOSE FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE SUFFERED BY ANY PERSON BY REASON OF THE OPERATION, HANDLING, TRANSPORTATION, POSSESSION OR USE OF THE EQUIPMENT BY LESSEE OR ITS EMPLOYEES, AGENTS OR OTHER PERSONS HAVING POSSESSION OR CONTROL OF THE EQUIPMENT.** Lessee hereby waives any claim which it may have against Hajoca for any loss or damage which it may suffer either directly or indirectly by reason of the condition of the Equipment or its suitability for the work it may be required to perform.

**INSPECTION:** Lessee acknowledges that it has inspected the Equipment at the time of pickup or delivery, completed the attached tool rental checklist (“Tool Rental Checklist”) and found the Equipment to be safe and undamaged noting any exceptions on the Tool Rental Checklist. Lessee accepts the Equipment **AS IS** and understands that Hajoca **EXCLUDES ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Hajoca shall have the right at any time to enter upon the premises or place where the Equipment is located and shall be given free access thereto for the purpose of inspecting the Equipment.

**INSURANCE FOR LOSS, DAMAGE OR INJURY:** Lessee shall maintain insurance at its own expense to cover damage to the Equipment, personal injury or death, or liability arising out of the rental or operation of the Equipment. Such liability insurance for Commercial General Liability will have coverage amounts of at least \$1,000,000 with blanket contractual coverage. Hajoca may require proof of coverage, however, failure to request proof of coverage does not relieve Lessee of the responsibility of obtaining such insurance. **HAJOCA SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSSES, EXPENSES, PENALTIES, CLAIMS, DEMANDS, SUITS, DAMAGES OR COSTS (INCLUDING ATTORNEYS’ FEES) RELATING TO OR ARISING OUT OF THE USE OF THE EQUIPMENT OR THIS AGREEMENT, EXCEPT TO THE EXTENT THEY ARE THE DIRECT RESULT OF HAJOCA’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** In any event, Hajoca’s maximum liability shall not exceed the aggregate amounts actually paid by Lessee to Hajoca pursuant to the Agreement. Under no circumstances shall Hajoca be liable for any loss of profits, consequential, incidental or special damages or any other amounts.

**RENTAL TERM AND RATES:** The rental term shall commence and terminate on the dates and times indicated on the Ship Ticket. The Equipment must be returned to the location where it was originally picked up by Lessee and it must be returned during Hajoca’s regular business hours. Rental rates are set forth on the Ship Ticket and are based on an 8 hour day, 5 day, 40 hour week, 160 hour month. If the Equipment is not returned by the agreed upon date, Lessee shall pay, in addition to the rental rate, late fees in the amount of \$\_\_\_\_\_ per day for each day the Equipment is not returned. Rental payments shall be paid monthly and the initial payment shall be charged on Lessee’s account the day the Equipment is picked up or delivered. Payments shall be made in full with no reductions or set off’s for any reason. Lessee agrees that it will be charged one percent (1%) per

month as a service charge plus up to the maximum interest allowed by law on any unpaid balance that has not been paid within thirty (30) days from the invoice date consistent with the terms of Hajoca's Credit Application which is incorporated herein by this reference.

DEFAULT: If Lessee fails to make any rental or other payment required hereunder when due, disposes of, conceals or abandons any of the Equipment or otherwise breaches this Agreement, in addition to any other rights and remedies available to Hajoca at law or in equity, Hajoca may at its sole option:

- a) enter upon the premises where the Equipment is located and take immediate possession thereof and remove the Equipment without order of the court or liability of Lessee by reason of such entry and taking of possession, whether for damage to property or otherwise;
- b) lease or otherwise dispose of the Equipment for such consideration and upon such terms and conditions as Hajoca may deem fit; and/or
- c) terminate this Agreement and require Lessee to pay Hajoca an amount equal to the damages suffered as a result thereof by Hajoca.

MISCELLANEOUS: This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Lessee agrees to pay all costs of collection including, without limitation, attorneys' fees in connection with collecting amounts due under this Agreement.

As an authorized representative of Lessee, I hereby acknowledge that Lessee has read, understood and agreed to the provisions contained herein as signified by my signature below.

LESSEE

HAJOCA CORPORATION

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Name                              Title

\_\_\_\_\_  
Name                              Title