

Terms and Conditions of Rental and Sale

- Nature of this Agreement and Definitions.** The terms and conditions of this agreement (the "Agreement") are for the rental or sale by RSC Equipment Rental, Inc. ("RSC") of the equipment or products described on the front side of this page, including all parts and accessories (the "Equipment"), or the servicing of any equipment ("Services"). The following information is found on the front side: the customer ("Customer"), the RSC store where the Equipment is rented or purchased (the "Store"), and the job site where the Equipment may be delivered or used (the "Site").
- Priority of this Agreement.** Customer agrees that its rental or purchase of Equipment is conditioned upon complying with these terms and conditions. Any person signing this Agreement represents that he or she is of legal age, and has the authority and power to sign this Agreement and bind Customer to its terms. Customer agrees that this Agreement supersedes and controls over all other communications or agreements with RSC. Any written or oral terms of conditions or other provisions different from or varying these terms and conditions, wherever found, are rejected and not binding on RSC.
- Rental Period.** The "Rental Period" begins when the Equipment is picked up by Customer at the Store, or is delivered to Customer or the Site, and ends as provided for in Section 9 below. During the Rental Period RSC may have access to and may inspect the Equipment and perform maintenance without notice.
- Pick Up, Delivery and Risk of Loss.** Risk of loss and damage to the Equipment or caused by the Equipment passes to Customer when Customer has possession or control of the Equipment, either at time of pick up from the Store or delivery to the Site, and passes back to RSC once it is in possession of the Equipment. Customer acknowledges having examined (or had the opportunity to examine) the Equipment at the time of pick up or delivery. Customer authorizes RSC to deliver the Equipment to the Site without obtaining a written delivery receipt. After delivery, Customer is responsible for the return of the Equipment (see Section 9 below), and for any loss or damage to the Equipment or caused by the Equipment, including RSC's cost to repair or replace the Equipment and related costs, which may include an administrative fee, loss of use, appraisal fees and costs of recovery.
- Availability of Equipment or Services.** RSC will use reasonable efforts to deliver the Equipment at the time requested. RSC is not liable for delay, damage or loss if it is unable to provide or maintain the Equipment or provide Services for any reason, including a force majeure event. RSC will use reasonable efforts to minimize the duration and consequences of any delay, and may allocate Equipment among its customers in its sole discretion.
- Operators of Equipment.** Customer is responsible for ensuring each operator of the Equipment is properly trained and qualified, and ensuring that all operators are of legal age, have a valid operator's license, are not under the influence of drugs or alcohol, and are in compliance with all applicable laws, rules and regulations. Only Customer, its agents, representatives or employees acting in the course of their employment, may use or operate the Equipment. Except for any training required by law, RSC is not responsible for providing operator training unless Customer requests and pays for that training.
- Condition of Equipment; Notice of Unsafe Condition.** Prior to each use, Customer will inspect the Equipment to confirm that it is safe and in good operating condition, without defects, with readable decals and operating and safety manuals, and that it is suitable for Customer's intended use. Use of the Equipment is an acknowledgment that it is safe and in good working order and that Customer has received all safety and other information necessary to operate the Equipment. Customer will immediately notify RSC if there is an accident involving the Equipment or if it is defective, malfunctioning, lost, damaged, stolen or unsafe, and must immediately discontinue its use. RSC will, at its option and without any further liability or responsibility to Customer (a) repair or replace the Equipment within a reasonable time, with the Rental Period tolled for the time the Equipment is not operational; or (b) pick up the Equipment and refund or credit the rental charges, if any, for the time the Equipment is not operational, less any amount due RSC for damage to or maintenance of Equipment that is Customer's responsibility. Customer will provide access to the Equipment by RSC's representatives to enable RSC to meet its obligations under this Section.
- Equipment Use.** The Equipment may only be used: (a) at Customer's designated Site; (b) outside of any contaminated area or exposure (the use around or with any hazardous materials, wastes, substances, toxins or biomedical hazards is prohibited); and (c) in accordance with manufacturer's rated capacity and operating instructions. The Equipment must be protected and kept in a secure location while in Customer's possession or control. Customer may not (i) alter, disfigure, or cover up any numbering, lettering, decals, or insignia on the Equipment or remove any operation or safety manuals; (ii) sublet, loan or dispose of the Equipment; (iii) move the Equipment from the Site without RSC's written consent; (iv) use the Equipment in a negligent, reckless, illegal, unauthorized or abusive manner or to transport any explosives or hazardous materials; or (v) allow the operation of the Equipment for an illegal purpose or by any unauthorized operator. If this Agreement is entered into in Canada, the Customer represents and warrants to RSC that the Customer is entering into this Agreement only for business or commercial purposes and not for personal, family, household, or farming purposes, or in connection with the operation of a farm, ranch or feedlot, and the Equipment will not be used for such purposes.
- Return of Equipment.** At the end of the Rental Period, the Equipment must be returned to RSC in the same condition it was received, less ordinary wear and tear, properly cleaned and free of any hazardous materials and contaminants. The Rental Period will not terminate and rental charges will continue to accrue if the Equipment is not returned in this condition. For Equipment that is to be picked up, Customer must notify RSC at the time the Equipment is ready to be picked up at the Site. No pickups will be made on Sundays or legal holidays, and Saturday pickups are dependent on specific Store hours. If Customer is returning the Equipment to the Store, it must be returned to the same Store it was rented from during that Store's normal business hours. Any loss of or damage to the Equipment resulting from a return other than as set forth above is Customer's responsibility. If the Equipment is not returned or called off rent by the estimated end of the Rental Period specified on the front, in addition to the charges set forth in this Agreement, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.
- Compliance with Law and Safety Regulations.** Customer agrees to comply with all laws and regulations, including the Occupational Safety and Health Administration Act and all other Federal, state, provincial and local laws, regulations, and ordinances, as applicable, which may affect the Equipment or its use while in the possession of Customer. Customer may not disable or alter any safety device on the Equipment.
- Disclaimer of Warranty; Limitation of Liability.** All Equipment rented or sold to Customer, whether new or used, is rented or sold AS IS, WHERE IS. The term "AS IS, WHERE IS" means that Customer has received and accepts the Equipment in its then current condition, with all faults, and without any representation or warranty by RSC, express or implied. RSC passes through to Customer the manufacturer's warranty, if applicable, and no oral representations or warranties are binding on RSC. **RSC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR THAT IT IS FREE OF LATENT DEFECTS.** Customer acknowledges that RSC is not a manufacturer of the Equipment, and waives all claims for damages for breach of warranty, including claims for injury, property damage, parts, labor, delay or business interruption to customer or third parties. Under no event is RSC responsible for special, indirect, incidental or consequential damages.
- Purchase of Equipment or Merchandise.** If Customer purchases Equipment, including off-the-shelf merchandise, RSC will transfer title to Customer, free of any liens, upon Customer's payment of the purchase price in full, plus any costs, interest, or other charges due. Until full payment, RSC retains title to and reserves a security interest in the Equipment. Customer acknowledges that it has received all manuals, warranties, limits, restrictions, and specifications of the manufacturer of the Equipment. Customer will pay daily storage fees until the Equipment is removed from the Store. RSC will store the Equipment outside in a fenced yard. Customer agrees that RSC is not responsible or liable for any loss or damage to, or theft of, the Equipment regardless of the circumstances giving rise to the loss, damage, or theft.
- Services.** If RSC provides Services to Customer, including training, repair or maintenance, it will use professional skill and judgment in accordance with normally accepted industry standards. If RSC fails to do so, and as its only obligation to Customer for defective Services, RSC will perform those Services again at its expense.
- Customer's Indemnification.** Customer at its expense will reimburse, indemnify, and hold harmless, RSC, its agents, officers, directors and employees, against all losses, liabilities, damages, injuries, demands, costs, expenses (including legal and investigative fees), claims, fines, settlements or penalties, including bodily injury, death, property or other damage arising out of or related to any breach of this Agreement and Customer's use of the Equipment. This indemnification includes improper use, possession, operation, erection, dismantling, servicing or transport of the Equipment, and the disabling or altering of any safety device. Customer must present a claim to its insurance carrier for any loss, damage or injury.
- Customer Insurance Obligations.** Customer agrees to maintain appropriate insurance protecting RSC from all loss, damage, expense, or penalties arising from or related to the use of the Equipment during the Rental Period. This insurance must include bodily injury, property damage, general liability, and automobile liability coverages, with limits of at least \$1,000,000 for each person and each occurrence. Customer agrees to name RSC as an additional insured. For transactions in the United States of America, Customer must either elect to name RSC as loss payee evidencing coverage for theft or physical damage to the Equipment in an amount equal to the greater of the aggregate value of all Equipment or a minimum of \$25,000, or elect the Loss Damage Waiver Program. In addition, Customer must have a certificate of insurance on file with RSC or provide a certificate of insurance evidencing all required coverage at the time of rental. RSC does not provide, extend or afford any insurance coverage to Customer- or any passenger or operator of the Equipment. The insurance coverage provided for above will not act to limit Customer's liability under this Agreement, and Customer will be responsible for any loss or damage to the Equipment until it is returned pursuant to Section 9 of this Agreement.
- Loss Damage Waiver ("LDW") Program.** If Customer elects to participate in the LDW program, Customer will be charged an LDW fee. Customer understands and agrees that LDW is not insurance. Customer is responsible for loss or damage to the Equipment, subject to the provisions of the LDW program. The LDW program can be found at www.RSCrental.com or any store. In the event of default by Customer, the LDW protection will be void, and Customer will be liable for the full replacement value and related expenses for loss or damage to the Equipment.
- Overtime, Refueling and Other Charges.** Customer will pay all rental time, mileage, delivery charges, surcharges, service, transportation, refueling, and environmental fees, taxes, and all other charges for the Equipment. The basic daily, weekly and 4 week rental entitles Customer to a maximum of one-shift use based on an 8 hour day, 40 hour week, 160 hours for 4 weeks. In the event the Equipment is used for a longer period, overtime rental will accrue at the hourly rate of 1/8 of the daily charge (daily rental), 1/40th of the weekly charge (weekly rental) and 1/160th of the 4 week charge (4 week rental), plus applicable taxes. Customer must return the Equipment with full fuel tanks or be subject to a re-fueling charge.
- Payment.** Payment of all rental and service expenses, or if a sale, the sale amount, stated on the front of this Agreement, and payment for any loss of damage to the Equipment, is due in full upon receipt of invoice by Customer. All amounts unpaid after 30 days will accrue interest from the date due at the lesser of 18% per annum, or the maximum amount permitted by law, plus costs, attorney's fees and all expenses of collection and repossession of the Equipment. RSC may offset amounts due under this Agreement against any amounts RSC owes to Customer.
- Events of Default.** It will be an event of default under this Agreement if Customer fails to make any rent or other payment when due; breaches any provision of this Agreement; becomes insolvent, ceases doing business, if a petition for bankruptcy is filed by or against Customer; or if Customer is in default of any other agreement with RSC.
- Remedies of RSC.** In the event of default, or if Customer fails to return the Equipment on the date due for any reason, Customer agrees that RSC may enter without notice the Customer's premises to repossess or render the Equipment inoperable. RSC may also terminate this Agreement without notice and without prejudice to any other claim RSC might have against Customer. Customer is liable for any loss or damage to the Equipment or caused by the Equipment, or for a breach of this Agreement, notwithstanding the termination. RSC's remedies under this Agreement are cumulative and in addition to all other remedies existing at law or in equity.
- Dispute Resolution.** If this Agreement is entered into between the parties in the United States of America, this Agreement is governed by Arizona law, any dispute between the parties will be resolved under Arizona law and in Maricopa County, Arizona, and Customer consents to jurisdiction and venue in Maricopa County. If this Agreement is entered between the parties in Canada, this Agreement is governed by the law of the province of Alberta, any dispute between the parties will be resolved under Alberta law, and Customer consents to jurisdiction and venue in Alberta, Canada. If there is any litigation between the parties, the prevailing party is entitled to its costs and legal fees.
- Privacy Consent.** The Customer consents to the collection and use of personal information by RSC, its affiliates, agents or service providers for any purpose permitted by law.
- Miscellaneous.** This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties, and may be modified only by a writing executed by both of them. Customer may not assign this Agreement without RSC's prior written consent.
- Acceptance.** The terms and conditions of this Agreement will be deemed accepted upon the signature by Customer or commencement of the Rental Period.