

TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) Definitions. As used in this Contract, "Page 1" refers to the first page or "face" of this Contract; "Rented Item(s)" means the Item(s) Rented as identified on Page 1; "Customer," "you" and "your" mean the customer or "Lessee" identified on Page 1; and "Bradley," "we," "us" and "our" mean Bradley Equipment Rentals & Sales, Inc., a Tennessee corporation, d/b/a "Bradley Rentals."

(2) Rental. You agree to rent the Rented Item(s) specified on Page 1 of these Terms (the "Term"), and to pay Bradley our stated rental rate(s) until the Rented Item(s) is/are returned or accepted by Bradley (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until the Term is otherwise ended. We have estimated the Rent based on our estimate of the length of the Term (the "Estimated Rent"), and agree to pay us: (a) the Estimated Rent upon commencement of the Term (the "Prepayment"); and (b) any additional amounts coming due hereunder upon return, at our option, at the end of the Term. Anything remaining in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and immediately become the property of Bradley.

(3) Use. AT ALL TIMES DURING THE TERM, YOU WILL ENSURE THAT: (a) each Rented Item is used safely and *only* (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the address set forth on Page 1 (the "Site") and (iv) otherwise in full compliance with the "Instructions" identified in Section (7) below, as well as all applicable laws, rules and regulations; and (b) ALL CHILDREN USING RENTED ITEM(S) ARE SUPERVISED BY AN ADULT. You will not permit anyone else to abuse, misuse, overuse, remove from the Site, control, repair, modify, move, damage, destroy, take possession of or exercise control over, any of the Rented Item(s) without our prior consent (granted or denied in the sole discretion of Bradley).

(4) Delivery and Retrieval. If we agree to deliver and/or retrieve any Rented Item(s), you agree to: (a) pay our delivery and/or retrieval charge(s); (b) be present (or ensure your representative is present) at the Site at the agreed time(s); (c) ensure all representatives of Bradley have reasonable access to the Site; (d) give any required notice(s) to governmental authorities; and (e) obtain all necessary licenses, authorizations and approvals. Bradley will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including any providers of other equipment, products or services related to your planned use of the Rented Item(s) ("Other Providers") for which you agree to indemnify, defend and hold harmless Bradley. If you are not present with any delivery or retrieval of any Rented Item(s), you agree to accept the statements of condition of any representatives regarding the same (including the status, location, condition and quantities of all Rented Item(s) delivered and/or retrieved).

(5) Protection and Return. You will protect the Rented Item(s) at all times and keep them safely and securely stored and locked when not in use. You will return the Rented Item(s) to us on time, clean and otherwise in good order, condition and repair, and full of the required fuel. Otherwise, you will pay us: (i) Rent for each succeeding rental period until the Rented Item(s) is/are returned or replaced as required; and (ii) all costs and expenses (both direct and indirect) we may incur in (i) fixing, cleaning or restoring the Rented Item(s), or, at our option, (ii) replacing the Rented Item(s).

(6) Deposits. You agree that (a) we may deduct any amount you owe Bradley from any deposit or Prepayment we receive; (b) no interest will accrue thereon; and (c) no deposit or Prepayment will be deemed a limit of your liability to Bradley.

(7) Inspections/Safety. Upon your execution of this Contract (or upon subsequent delivery of the Rented Items), unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (i) each of the Rented Item(s) has been carefully selected, examined, counted and tested by you; (ii) is in good repair and operating condition and is in all ways acceptable to you; (iii) has been delivered to you full of fuel and all necessary lubricants (as applicable); and (iv) you have appropriately identified and located any underground utilities and cables (call 811 for details), and obtain all necessary licenses, authorizations, permits and approvals prior to digging, driving stakes or otherwise disturbing the soil or any ground surface; (b) you: (i) have received, read and understood the training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including all training required under applicable Fire Codes, EPA, OSHA and/or ANSI Standards, regarding the proper and safe transportation, installation, use, maintenance and storage of the Rented Items, (collectively, "Instructions"), (ii) have been offered all recommended and required safety equipment; (iv) will use each Rented Item only for its intended purpose, in a reasonable and safe manner; (v) will advise the appropriate Utilities Protection Service, mark all underground utilities and cables (call 811 for details) and obtain all necessary licenses, authorizations, permits and approvals prior to digging, driving stakes or otherwise disturbing the soil or any ground surface; (vi) will not permit the use or storage of fire sources, open stoves or flammables inside of or unreasonably close to any Rented Item; (vii) will immediately cease using any Rented Item that malfunctions or proves defective (a "Malfunction"); and (viii) will create and adhere to a valid and effective Evacuation Plan for all rented Tents and Amusements; and (ix) will cause all other parties to comply with this Section.

(8) Weather and Other Risks. TENTS AND INFLATABLES ("TEMPORARY STRUCTURES"), AS WELL AS LIFTS, THAT MAY MOVE, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY DURING SEVERE WEATHER. You agree to: (a) maintain and post an Evacuation Plan for all rented Temporary Structures; and (b) in the event severe weather occurs or threatens, discontinue use of and evacuate the above referenced Rented Item(s); and (c) permit Bradley to dismantle and store or remove it/them (without obligating us to do so).

(9) Replacement. In the event of a Malfunction, you will immediately notify Bradley, and Bradley will (at its option): (a) repair the subject Rented Item; (b) provide you with a replacement; (c) make a comparable item available as soon as reasonably possible; or (d) return the unused portion of the Rent previously received from you and cancel this Contract. The foregoing remedy is **EXCLUSIVE**. Bradley will have no obligation other than as set forth herein regarding Malfunctions, and you hereby waive and relinquish any and all claims or damages therefrom or associated therewith.

(10) Ownership/Transfers. Bradley alone owns and will retain title to all Rented Item(s) at all times. Your only right with respect to any Rented Item(s) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking of any lien, claim or encumbrance on any Rented Item(s) or this Contract (a transfer of more than 50% of the equity or voting control of the Customer or any guarantor will be deemed a "transfer" for these purposes) without our prior written consent.

(11) Insurance. You will maintain such insurance as we deem necessary, but in any event, (unless we require otherwise separately) at least general liability insurance with minimum limits of \$1,000,000 per occurrence, naming Bradley as an additional insured and loss payee, and waiving subrogation against Bradley. Your insurance will be deemed primary (Bradley's insurance will be secondary).

(12) Default/Remedies. If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to Bradley; (c)

become insolvent; or (d) die or cease conducting business, you will be in default, whereupon, Bradley may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without Bradley being guilty of trespass or other transgression; (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect costs and expenses (including without limitation, Rent for the remainder of the Term); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(13) Warning. TENTS, LIFTS, AND EQUIPMENT USED FOR CUTTING, CHIPPING, DIGGING, DRILLING, DRIVING, GRINDING AND/OR COMPACTING IS/ARE INHERENTLY DANGEROUS AND SHOULD BE USED, TRANSPORTED, INSTALLED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY INSTRUCTED AND/OR TRAINED INDIVIDUALS.

(14) Waiver/Indemnity. BRADLEY IS NOT THE MANUFACTURER OR DESIGNER OF THE RENTED ITEM(S). ACCORDINGLY, THE RENTED ITEM(S) IS/ARE PROVIDED "AS-IS." WE MAKE NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF SUITABILITY, MERCHANTABILITY, FITNESS, FUNCTION, DESIGN, CAPACITY OR FREEDOM FROM DEFECTS) REGARDING ANY RENTED ITEM, NOR DO WE MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY US WILL CONSTITUTE REPRESENTATIONS OR WARRANTIES BY BRADLEY. YOU ASSUME ALL RISK OF INJURY, LOSS OR DAMAGE AND ENVIRONMENTAL CONTAMINATION OF, TO, OR ARISING IN CONNECTION WITH THE RENTED ITEM(S), INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF EACH RENTED ITEM, WHETHER OR NOT YOUR FAULT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE AND DISCHARGE BRADLEY AND ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES AND COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH EACH OF THE RENTED ITEM(S) (INCLUDING WITHOUT LIMITATION, ALL REPAIR, REPLACEMENT AND ASSOCIATED COSTS).

(15) UCC. You waive any and all rights and remedies conferred upon you under the Uniform Commercial Code, as well as any and all claims against Bradley for incidental, consequential, special, exemplary and punitive damages. Your duties hereunder are UNCONDITIONAL.

(16) Media. You hereby grant Bradley a perpetual, paid-up, royalty-free license to edit, copy, display and distribute copies of all audio and visual representations which include us for any purposes, both publicly and privately, in any manner as we deem appropriate.

(17) Damage Waiver. If you have purchased the *optional* Damage Waiver on Page 1, you will have no liability to us for damage to the applicable Rented Item(s), *except* that you will remain liable to us for damage or loss caused in whole or in part by: (i) your breach of this Contract; (ii) theft, mysterious disappearance or failure to return any Rented Item(s); (iii) your use of alcohol or drugs by anyone using or dealing with any Rented Item(s); and/or (iv) your use of any Rented Item in a way that violates any applicable law or policy of insurance (Bradley will be subrogated to your rights under such policy). You agree to assign to Bradley all your rights thereunder to, and to take actions necessary to assist, Bradley in recovering from your insurer for all damages covered thereby.

(18) Miscellaneous. This Contract, and any Addenda signed or provided by Bradley, represent the entire agreement between you and Bradley. This Agreement supersedes all other agreements and representations (including our website and advertising). You will pay: (a) our attorneys' fees and costs of enforcing this Contract, and (b) all taxes, fines, fees, assessments and other charges related to the Rented Item(s). If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. There are no third-party beneficiaries hereto. Bradley may, without notice or liability to you: (a) inspect the Rented Item(s) at any time, and (b) file evidence of Bradley's interest in the Rented Item(s) to reflect its interest in the Rented Item(s); or (b) file evidence of Bradley's security interest in the Rented Item(s) (e.g., any event, tort or circumstance beyond our reasonable control). Bradley will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding our remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize Bradley to submit all amounts owing hereunder for payment on your debit or credit card and hereby waive all claims to the contrary. You agree to pay Bradley any check you write which is returned NSF. This Contract's maximum liability under or in connection with this Contract is limited to Rent actually paid by you hereunder. This Contract allocates to you the risk of loss, injury or damage to persons or property arising in connection with the Rented Item(s), and that allocation is reflected in a reduced Rent. This Contract will apply not only to the Rented Item(s) identified on Page 1, but *also* to *all other items* you rent from Bradley *at any time* (except only as otherwise agreed by Bradley). This Contract: (A) is a true (operating) lease, and not a financing arrangement; (B) cannot be further amended or extended except in a writing signed by both you and Bradley; and (C) will be governed solely by the laws of the United States and the State of Tennessee. Proper venue for all legal proceedings commenced in connection herewith shall lie solely and exclusively in the state and county in which our principal office is located. Your handwritten, digital, electronic, photocopied or facsimiled signature on Page 1 will be enforceable as an original.

(19) Warning Regarding Criminal Conversion. OBTAINING RENTAL PROPERTY UNDER FALSE PRETENSES MAY BE DEEMED THEFT, RESULTING IN CRIMINAL PROSECUTION. Refer to Tennessee Code Annotated (TCA) § 39-14-104, *et seq.* for details.

A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST

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