



DATE:

OWNER:

American Ground Screw
512 Tuttle St.
Des Moines, IA 50309

RENTER:

Company
Address
Phone

RENTAL ITEMS

QUANTITY	DESCRIPTION

Rental Rate:

\$300 per week plus return freight

RENTAL TERMS AND CONDITIONS

1. **Physical Condition of Rental Item(s)**

The RENTER shall keep and maintain the rented equipment during the terms of the rental at his own cost and expense. He shall keep the equipment in a good state of repair, normal wear and tear excepted.

2. **Use of the Item(s)**

The RENTER is responsible for the use of the rented item(s). The RENTER assumes all risk inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold OWNER harmless from, and hereby release OWNER from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from OWNER'S negligence, from the defective condition of the item(s) or from any cause.

3. **Responsibility for Equipment**

From the time the item(s) is rented out until it is returned, RENTER is responsible for it. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, RENTER shall be

responsible for all charges, including labor costs, to replace or repair the item(s). If the item(s) isn't clean when returned, a cleaning charge will be imposed.

4. Item(s) Failure

RENTER agrees to immediately discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify OWNER of the facts. OWNER agrees in its discretion to make the item(s) operable within a reasonable time, or provide RENTER with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve the RENTER from the obligations imposed by other paragraphs, including 3 and 5. In all events, OWNER shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rented item(s).

5. Return of Item(s)

The rented item(s) is OWNER's property and is rented to RENTER subject to this contract for rental charges and for the period of time noted above. If RENTER desires to extend the term of this rental beyond the time and date specified above, RENTER must immediately notify OWNER to obtain approval, the terms for such extension and a modification of this contract. If this agreement has not been extended and RENTER fails to return the item(s) when due; OWNER, to enforce its property ownership of the item(s) and to protect its interest under this contract may retake the item(s) at any time and to do so OWNER or its representatives may enter RENTER'S property and RENTER hereby waives any right of action against OWNER for such entry and retaking. In addition RENTER acknowledges that the failure to return rented item(s) within the contracted time and the sale or concealment of returned item(s) are prohibited, and that such action may constitute a crime, OWNER, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting RENTER to prosecution.

6. Charges and Payments

RENTER is responsible for rental charges from the time the item(s) is received until it is returned, shipping time excluded. RENTER agrees to return the item(s) promptly, clean and in good condition. RENTER shall be responsible for and shall pay OWNER all charges hereunder. All charges are due upon return of the item(s) and on demand. If the rental charges are charged to someone other than the RENTER, the RENTER represents he/she is the agent of such party and has the right to charge this rental; the RENTER nevertheless will remain liable for the charges and for the other obligations and responsibilities of the RENTER hereunder. If rental charges are not paid within 10 days of their due date, OWNER at its discretion may recalculate all charges on a daily rental rate basis.

7. Collection Costs

RENTER agrees to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rental item(s) or otherwise in enforcing the terms of this contract.

8. Modification of Contract

This contract represents our entire contract, and there are no collateral, oral, or other agreements outstanding. None of OWNER'S rights may be changed and no extension of the term of this contract may be made except in writing signed by OWNER and made a part of this contract.

For and on behalf of
American Ground Screw

Authorized Signature

Print Name

Title

Date Signed

For and on behalf of
RENTER

Authorized Signature

Print Name

Title

Date Signed