



IN CASE OF EMERGENCY CALL KMH SYSTEMS 937-890-0711		*RENTAL RATES BASED ON (8) HR. DAY, (40) HR. WEEK, (160) HRS/MONTH, (4) WEEKS	
L.P.G _____ TANKS PROPANE FLAMMABLE GAS – UN1075 HAZARD CLASS 2.1 CHARGER _____ MAKE _____ M/N _____ S/N _____	BATTERY(S) _____ M/N _____ S/N _____ BATTERY, WET FILLED WITH ACID ELECTRIC STORAGE, 8, UN2795 PG111, CORROSIVE ITEM 60720, SUB 2	<h2>WARNING</h2> <p>FOR YOUR SAFETY AND THE SAFETY OF OTHERS BEFORE YOU OPERATE THIS TRUCK:</p> <ul style="list-style-type: none"> • READ ALL WARNINGS & INSTRUCTIONS IN THE OPERATOR'S MANUAL AND ON TRUCK • CHECK THE TRUCK FOR PROPER OPERATION <p>DO NOT OPERATE THIS TRUCK UNLESS YOU ARE TRAINED AND AUTHORIZED TO DO SO!</p>	

RENTAL AGREEMENT TERMS AND CONDITIONS

1. The owner rents to the customer named on the reverse side hereof, and the customer rents from the owner the equipment described on the reverse side hereof. The equipment is rented f.o.b. owner's warehouse, and customer agrees that all equipment hereunder shall be used at the location set forth on the reverse side hereof, and customer shall not remove any of the equipment to any other location with out prior written consent of owner.
2. Customer agrees to pay the rental charges specified on the reverse side hereof, in advance during the term of this Agreement. Customer shall be liable for, and reimburse owner for any sales or use taxes, license or registration fees levied or assessed on the rental equipment, use or operation thereof.
3. Customer agrees at the expiration of this rental agreement to return the equipment at its expense to owner's warehouse in the same condition as when received, less normal wear and tear.
4. Customer shall take good care of the equipment in the use, maintenance and storage thereof, and without limiting the foregoing, shall keep the equipment in a covered area when not it use, keep the equipment clean, operate and permit operation of the equipment only within its rented capacity, refrain from altering the equipment without owner's written consent, and prohibit and prevent anyone who is not trained or authorized from making any repairs or adjustments to the equipment. Customer shall notify owner immediately of any physical damage that may occur to the equipment. Customer shall notify owner immediately of any physical damage that may occur to the equipment and shall promptly furnish owner, in writing, all information required by owner in connection therewith. Customer shall take care of normal needs of the equipment; including supplying fuel, oil and coolant, checking of general condition, including oil level, cooling systems, water and batteries, recharging batteries, etc. The owner will service the equipment from time to time at its expense, and the customer agrees to make the equipment available for servicing during the owner's normal business hours. In the event that customer requires service at other than owner's normal business hours, customer agrees to pay the difference between the straight time and overtime rates for mechanics time.
5. Customer agrees that the owner shall not be liable to the customer, nor this Contract be impugned for owner's failure to repair the equipment if disabled or furnish substitute equipment for any reason whatsoever and that the owner in no event is or shall be liable for special or consequential damages of any nature whatsoever caused.
6. Customer assumes all risk and liability arising from its rental, possession and use of the equipment and agrees to indemnify and hold owner harmless from any and all loss, damage, claims, suits, liens, penalties, liability and expenses (including attorney's fees) howsoever arising or incurred because of such rental, possession and use including, but not limited to, damages for injuries to or death of persons or injuries to or destruction of property, loss of and damage to the equipment, and loss resulting from any inability to use and operate the equipment for any reason.
7. Customer will maintain, at its sole cost and expense, at all times during the rental term, with reputable insurers acceptable to owner, (a) insurance in an amount not less than the full replacement cost of the equipment, insuring against loss and/or damage to such equipment arising out of any risk covered by fire, windstorm, explosion, and extended coverage, and against such other risks as are customarily insured against by companies owning property of a similar character and engaged in a business similar to that engaged in by customer, and (b) comprehensive public liability for death, bodily injury and property damage resulting from possession, use and maintenance of equipment.

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Southwest Ohio Dayton	Central Ohio Columbus	Southern Ohio Cincinnati	Central Kentucky Lexington	Northern Georgia Atlanta	Western Michigan Grand Rapids	Greater Chicago Elgin
Northern Indiana South Bend	Central Indiana Logansport	Northeast Indiana Fort Wayne	Northwest Indiana Schererville	Middle Tennessee Nashville	Northern Tennessee Goodlettsville	Eastern Tennessee Cookeville



8. In the event of default by customer in complying with or performing any of the provisions of this Rental Agreement, or if any execution or other writ or process shall be issues in any action or proceeding against customer whereby rented equipment may be seized or taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the customer or its property, or if the customer shall enter into any arrangement or composition with its creditors, then and in any such event, owner shall have the right to take immediate possession of all rented equipment, and for such purpose owner may enter upon any premises where said rented equipment may be located without being liable to any suit or action or proceeding by customer. Upon owner's retaking possession of said rented equipment pursuant to the provisions of this paragraph, this rental shall thenceforth terminate. The customer shall nevertheless remain liable for all sums due and unpaid, plus a reasonable amount for attorney's fees and such expenses as shall be expended or incurred in the seizure of said equipment or in the enforcement of any right hereunder.
9. The Agreement is a contract of rental only, and customer does not acquire title to any equipment rented hereunder.
10. Notices hereunder shall be in writing and shall be mailed by registered or certified mail, return receipt requested, to owner or customer at its address stated on the reverse side hereof.

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