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 Sugar Grove, IL 60554
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RENTAL AGREEMENT

Contract #	Date to Ship	Time Requested	Shipped VIA
Order Number	Order By:	Order Date / Time:	Purchase Order #
Rented To: ("Lessee")		Job Site Address:	
Customer ID#		Contact -	Customer Job #

Description:	Model -	Type -
Unit Number	Serial Number	Control Box #
Length -	Width -	Capacity -
Weight -	Max Grade -	Tire Type -
Height -	Hr Meter -	
Rates: Daily \$	Weekly: \$	Monthly: \$
		Freight to: \$
		From: \$

Notes:

This Rental Agreement terminates when the Customer obtains an End of Rent Confirmation Number from Metrolift

Terms and Conditions

1. **Definitions.** "MLI" means Metrolift, Inc., acting as lessor, the company from whom the Customer has rented the Equipment under this Rental Agreement (this "Agreement"). "Equipment" means any and all of the items identified on the first page of this Agreement and any accessories, attachments, replacements, parts, repairs, additions or other similar items related thereto. The "Customer" means any person or entity, acting as lessee, identified as such on the first page of this Agreement, including any representative, agent, officer or employee of Customer. "Interest" is defined in Paragraph 11. "End of Rent Confirmation Number" is defined in Paragraph 7.
2. **Authority to Sign.** Any individual signing this Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Agreement on behalf of the Customer.
3. **DISCLAIMER OF WARRANTIES.** CUSTOMER AGREES THAT IT HAS SELECTED MLI AND EACH ITEM OF THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND DISCLAIMS ANY RELIANCE UPON ANY SAMPLES, STATEMENTS OR REPRESENTATIONS MADE OR PROVIDED BY MLI. MLI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE USE OR ABILITY TO USE THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ITS VALUE, QUALITY, CONDITION, CAPACITY, DESIGN, WORKMANSHIP, COMPLIANCE WITH ANY APPLICABLE LAW OR RULE, MERCHANTABILITY, SUITABILITY FOR CUSTOMER'S INTENDED USE, OR FITNESS FOR ANY PARTICULAR PURPOSE. MLI DISCLAIMS ANY WARRANTY THAT THE EQUIPMENT IS DELIVERED FREE OF THE RIGHTFUL CLAIM OF ANY PERSON BY WAY OF INFRINGEMENT OR SIMILAR CLAIM.
4. **Indemnity/Hold Harmless/Damage.** Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment while in Customer's possession, and will take all necessary precautions and comply with all applicable safety laws and regulations to protect all persons and property from injury or damage from the Equipment. MLI shall not be responsible to Customer or to any other party for, and Customer agrees to defend, indemnify and hold MLI harmless from and against, any liability, claim, loss, damage or injury (including any attorney's fees, loss of profits, business interruption or other special or consequential damages) caused by, resulting from, or in any way connected with the use, maintenance, construction, operation, possession, ownership, rental or defect of the Equipment, however caused.

5. Receipt and Inspection of Equipment. Customer will inspect the Equipment prior to taking possession thereof and will not accept it unless Customer finds the Equipment in good working order and repair and suitable for Customer's needs. Customer is familiar with the proper operation and use of the Equipment and with all applicable laws and regulations governing the proper use of the Equipment.

6. Use of Equipment. Customer shall use the Equipment only for the business purpose for which it is intended and not for any family, household or personal purpose. Customer will not use the Equipment or allow anyone to use the Equipment for an illegal purpose or in an illegal manner or allow any unqualified person to operate the Equipment. Customer agrees to check filters, oil, fluid levels and tire air pressure with necessary frequency and clean and visually inspect the Equipment daily. Customer shall immediately notify MLI when the Equipment needs repair or maintenance. Customer is responsible for fuel used. Customer shall, at MLI's request, affix to the Equipment, tags, decals or plates furnished by MLI indicating MLI's ownership and Customer shall not permit their removal or concealment.

7. Malfunctioning Equipment. Should the Equipment become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and provide immediate written notice to MLI. If such condition is the result of normal operation, MLI will, at no cost to the Customer, repair or replace the Equipment with similar equipment in working order, if such replacement equipment is reasonably available, and will provide the Customer with a credit against future rent payments to account for the rent that would otherwise be due from the time Customer provided written notice to MLI to the time the Equipment was repaired or replaced. If MLI notifies the Customer that the Equipment cannot reasonably be repaired or replaced, the Customer may terminate this Agreement, but only as it relates to the malfunctioning equipment. These shall be the sole and exclusive remedies of the Customer. MLI has no obligation to repair or replace Equipment that is damaged or rendered inoperable by misuse, abuse or neglect. If the Equipment becomes unsafe, malfunctions, requires repairs or becomes inoperable due to misuse, abuse or neglect, prior to the termination of this Agreement, Customer shall continue to pay rent until Customer notifies MLI and obtains a termination number (an "End of Rent Confirmation Number") from MLI. If the Equipment cannot be repaired, Customer shall pay MLI the full replacement list value for the Equipment.

8. Damages, Loss & Repairs. Customer is responsible for all damage, including, but not limited to, paint over-spray and sandblasting contamination, to the Equipment while in Customer's possession or care, with the sole exception of reasonable wear and tear (see paragraph 9 below). Without limiting the foregoing, Customer is responsible for loss or damage to the Equipment that occurs while being rigged, hoisted or transported by the Customer or its subcontractor or agent. Customer shall not make, or allow anyone to make alterations to the Equipment without MLI's prior written consent. If the Equipment is returned in a damaged or unreasonably worn condition, Customer shall pay MLI the reasonable cost of repair and pay rent on the Equipment at the regular rental rate until repairs have been completed by MLI. MLI shall be under no obligation to commence repair work until Customer has paid to MLI the estimated cost therefor. In the case of the loss or destruction of any of the Equipment or inability or failure to return same to MLI for any reason whatsoever, or damage to the Equipment that cannot be repaired, Customer will pay MLI the full replacement list value together with the full rental rate as specified herein. From the date the Equipment is delivered to Customer until it is returned to MLI, Customer shall bear the entire risk of loss, theft, destruction or damage to the Equipment or to any part thereof from any cause whatsoever. No loss, theft, destruction or damage to the Equipment shall relieve Customer of the obligation to pay rent or any other obligation under this Agreement, unless otherwise provided herein.

9. Reasonable Wear and Tear. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one-shift basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) damage resulting from any collision, overturning, or improper operations, including overloading or exceeding the rated capacity of the Equipment; and (c) damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part thereof. Any repairs the Customer makes to the Equipment shall be made to the reasonable satisfaction of MLI and in a manner which will not adversely affect the operations, manufacturer's design or value of the Equipment.

10. Failure to Deliver. The requested delivery date is a desired delivery date and MLI does not guarantee delivery on such date. Customer releases and discharges MLI from any and all liability or damages (including consequential and special damages) which might be caused by MLI's failure or inability to deliver the Equipment by any specified date or time.

11. Payment. Customer shall pay all amounts set forth in rental invoices for the Equipment within 30 days of the date of invoice or other request for payment. Interest for late payments ("Interest") shall be charged at a rate of two percent per month, but no more than the maximum amount allowed by applicable law. Customer's obligation to pay rent and any other amounts due hereunder shall be ABSOLUTE AND UNCONDITIONAL and shall not be subject to any delay, cancellation, termination, reduction, set-off, defense, counterclaim or recoupment for any reason whatsoever. This is an irrevocable lease for the full term and cannot be cancelled, except as provided herein.

12. Default. Customer shall be deemed to be in default should Customer fail to pay any amount when due hereunder or to comply with any provision of this Agreement. If Customer is in default and fails to cure the default within five business days of receiving notice of default, MLI may: (a) terminate the lease or rental of any or all of the Equipment and require its return at Customer's expense to MLI; (b) if it in good faith believes that Customer's ability to pay is impaired, declare the entire amount due hereunder immediately due and payable, including but not limited to, amounts payable for rent, Interest, repairs or full replacement list value of the Equipment and commence legal action therefor; (c) cause MLI employees or agents, without notice or legal process, to enter Customer's property (or job site) to retake and thereby repossess the Equipment, in which event, Customer waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by MLI in such retaking and repossessing; and (d) pursue any and all remedies available under law. Customer agrees to pay to MLI all its fees, expenses and cost of collection of amounts due and enforcement of any remedies or obligations under this Agreement, including all its attorneys' fees and court costs.

13. Rental Period and Calculation of Charges. Customer agrees that the rates provided for in this Agreement are considered straight time rates based on eight hours per day, five eight hour days per week, or twenty-eight consecutive day period. Should the machinery be used longer than the above specified hours or days in any specific period, the overtime rate shall be prorated on the above basis. All rentals shall remain in force until Customer notifies MLI in writing, fax or by telephone that Customer wishes to terminate the rental and obtains a termination number from MLI.

14. Insurance. Customer agrees to maintain and carry, at its sole cost, adequate, but no less than \$1,000,000 combined single limit, liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement, to cover any damage or liability arising from the handling, transportation, maintenance, operation, possession or use of the Equipment during the entire rental period. Copies of Customer's insurance

policies shall name MLI as loss payees and additional insureds and shall be provided within ten business days after Customer's receipt of the Equipment.

15. Title/No Purchase Option/No Liens. This Agreement is not a contract of sale and title to the Equipment shall at all times remain with MLI. Unless covered by a specific supplemental written agreement signed by MLI, the Customer has no option or right to purchase the Equipment. Customer shall immediately notify MLI of any claims against, and shall keep the Equipment free and clear of all mechanics and other liens, attachments and encumbrances.

16. Representations and Warranties of Customer. Customer represents and warrants that (a) it has complete and unrestricted power to enter into this Agreement, (b) the persons executing this Agreement have been duly authorized to execute this Agreement on Customer's behalf, (c) all information supplied to MLI is true and correct, including all credit and financial information, (d) it is able to meet all its financial obligations, including the rent payments hereunder, and (e) it disclaims any reliance on any representation by MLI in entering into this Agreement. Customer further acknowledges that the Equipment has been accepted and approved by Customer and is being leased in its "AS IS, WHERE IS" condition and "WITH ALL FAULTS."

17. Compliance with Laws and Taxes. Customer agrees, at Customer's sole expense, to comply with all municipal, state, and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use and operation of the Equipment, and shall pay all legal assessments, taxes, sales or use taxes or any other public charges, either local, municipal, state or federal, which may be levied on the Equipment while in the possession of Customer.

18. Effects of Labor Unions. MLI may, at its option, refuse to deliver, remove or repair the Equipment in time of strike or in violation of any union or governmental rule affecting the Equipment. MLI reserves the right to remove the Equipment from any job if it believes the Equipment is in danger because of strikes or any other condition.

19. No Waiver and Enforceability. Customer agrees that any delay or failure to enforce MLI's rights under this Agreement does not prevent MLI from enforcing its rights at a later time. Customer and MLI intend this Agreement to be a valid a legal document and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect.

20. Applicable Law; Waiver of Jury Trial. This Agreement and all disputes arising out of or relating to the this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and performed entirely within the State of Illinois, without giving effect to any principles of conflicts of laws thereof or of any other jurisdiction. The Customer hereby (a) submits to the exclusive jurisdiction of any state or federal court sitting in Cook or Kane Counties of the State of Illinois in any legal proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such legal proceeding may be heard and determined only in such court, (c) waives any claim of inconvenient forum or other challenge to venue in such court, and (d) agrees not to bring any legal proceeding arising out of or relating to this Agreement in any other court. THE CUSTOMER AGREES TO WAIVE HIS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT.

21. Miscellaneous. Customer and MLI intend and agree that a photocopy or facsimile of this Agreement and all related documents shall be treated as originals and shall be deemed to be as binding, valid, genuine and authentic as the original Agreement for all purposes. This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior understandings relating to the subject matter hereof. MLI and Customer agree that this Agreement has been negotiated by both parties and the rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement shall have no force and effect. This Agreement does not create a joint venture, partnership, employment or agency relationship between MLI and Customer. Neither party is empowered to bind or commit the other to any contract or other obligation. None of the terms contained in this Agreement is or shall be deemed to be for the benefit of any person or entity other than MLI and Customer.

22. No Assignment, Lending or Subletting. CUSTOMER SHALL NOT SUBLEASE, SUB-RENT, ASSIGN OR LOAN THE EQUIPMENT WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF MLI, AND ANY SUCH ACTION BY CUSTOMER, WITHOUT MLI'S WRITTEN CONSENT, SHALL BE NULL AND VOID. Unless MLI provides its prior written consent, the Customer shall not remove the Equipment from the Customer's address or the job site address set forth on the first page of this Agreement, nor will Customer permanently attach the Equipment to any real estate or attach or remove any fixtures, accessions or accessories thereof without MLI's prior written consent.

23. LIMITATION OF LIABILITY. IN NO EVENT SHALL MLI OR ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS OR AFFILIATES BE LIABLE TO THE CUSTOMER OR ANY OF ITS CUSTOMERS OR AFFILIATES FRO INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES. IN NO EVENT SHALL MLI BE LIABLE FOR MORE THAN THE LESS OF (1) THE AMOUNT OF RENTS PAID UNDER THE TERMS OF THIS AGREEMENT FOR THE EQUIPMENT WITH RESPECT TO WHICH CLAIM IS MADE OR (2) SIX MONTHS RENT.

24. Signature/Acceptance. This Agreement may be signed by telecopy or facsimile signature by mail or PDF acceptance or by any other means indicating agreement and by acceptance of the leased Equipment.

Customer/Lessee

By: _____ Date: _____ Time: _____
Name Printed: _____ Title: _____

Accepted by Metrolift, Inc.

By: _____ Title: _____
Name Printed: _____ Date: _____ Time: _____

NOTE: Acceptance need not be signed for Rental Agreement to be binding. This Agreement shall be binding if any Equipment has been delivered to or accepted by the Customer.