

RJ WRIGHT AND SONS LTD

100 WEST STREET, NEWCOMERSTOWN, OHIO 43832

740-498-6236 – FAX 740-498-6763

RENTER: _____ DATE: _____

ADDRESS: _____

PLACE OF USE: _____

CONTACT: _____ PHONE: _____

EQUIPMENT RENTED

| ITEM | SERIAL NUMBER | DESCRIPTION |
|----------|---------------|-------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |

Rental Rate: _____

Tank Delivery/Pick Up - \$75.00 per hour

Terms: _____ From: _____

RENTAL TERMS AND AGREEMENT

1. The RENTER shall pay the owner full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was at the time of rental, normal wear and tear excepted. This included but not limited to hoses, nozzles, fuel pumps and tank. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under the paragraph for the repair and replacement.

2. The RENTER shall not remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior written approval of the OWNER. The RENTER shall inform the OWNER upon demand of the exact location of the equipment while it is the RENTERS possession.
3. The RENTER shall not pledge or encumber the rented equipment in any way. The OWNER may terminate this agreement immediately upon the failure of RENTER to make rental payments when due. Or upon RENTER's filing for protection from creditors in any court or competent jurisdiction.
4. The OWNER makes no warranty of any kind regarding the rented equipment, except that OWNER shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after RENTER returns the not-conforming equipment.
5. The RENTER during the terms of rental shall not use fuel from any supplier other than RJ WRIGHT AND SONS LTD for the terms of the rental. If at any time the OWNER has the right to inspect, test or question any fuel that is in the tanks at any point. If other fuel is in the RENTERS tank the OWNER has the right to remove the tanks and void rental agreement.

DATE

RENTER