

# Rental Agreement

Delta Industrial Services P.O. Box 1109 Delta Junction Alaska 99737 (907) 895-5053

In consideration of hiring of the vehicles and/or rental items (herein "the rental items") described on the front of this contract, it is agreed as follows:

1. **DEPOSIT.** Renter acknowledges that one of the purposes and intent of the deposit is to secure and guarantee complete performance of renter's obligations under the contract.
2. **WARNING.** The used of false or fictitious identification to obtain the rental items or the failure to return the rental items upon the expiration of this contract may be considered a theft, resulting in criminal prosecution.
3. **POSSESSION/TITLE.** Renter's right to possession of the rental items terminates on the return date indicated on the front of this contract. Retention of possession after this date constitutes a material breach of this agreement. Time is of the essence in this agreement. Any extension of this agreement must be agreed upon in writing. Title to the items is and shall remain in rental center.
4. **RECEIPT/INSPECTION OF RENTAL ITEMS.** Renter hires the items on an "as is" basis. Renter acknowledges that he has personally inspected the items prior to its leaving rental center (regardless of point of delivery) and finds it suitable for his needs. Renter acknowledges receipt of all items listed in this agreement in good working order and repair, and that he understands its proper operation and use without further instructions regarding operation and use from rental center.
5. **HOLD HARMLESS.** Renter agrees to assume the risk of and hold rental center harmless for property damage and personal injuries caused by the items and/or arising out of rental center's negligence. Renter shall indemnify, defend and hold rental center harmless from any claims of third party for loss, injury and damage to their persons and/or property arising out of renter's possession, use, maintenance or return of items, including legal costs incurred in defense of the same.
6. **RENTAL PERIOD/RATE/PAYMENT.** Rental period is for a maximum of twenty-four (24) hours, unless a longer term is specified in the "return date". Rental charges begin immediately upon delivery of the items to the location directed by the rente, or upon items leaving rental center, whichever happens first. Rental charges end upon return of the items to rental center in an acceptable condition. If the items are returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Rental center may terminate rental at any time and retake the items without further notice in case of violation by renter of any terms or conditions of this agreement. Renter agrees to pay any collection costs and attorney's fees incurred in collection of this account or any dispute arising under this agreement.
7. **COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS.** Renter agrees not to use or allow anyone to use the items for any illegal purpose or in any illegal manner. Renter acknowledges that rental center has no physical control over the use of the items. Renter agrees at his sole cost and expense to comply with all municipal, county, state, and federal laws, ordinances and regulations (including OSHA) which may apply to the use of the items during the rental period. Renter further agrees to pay all licenses, fees, permits or taxes arising from the use of the items, including any subsequently determined to be due as a result of an audit. Renter shall not allow any person who is not qualified to operate the items or use the items. Renter shall not allow any person to use or operate the items when it is in need of repair, or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the items; permit any repairs to the items without rental center's written permission; or allow a lien to be placed upon the items. Renter agrees to clean and visually inspect the items at least daily and to discontinue use and immediately notify rental center when items are found to need repair or maintenance. Renter acknowledges that rental center has no responsibility to inspect the items while in renter's possession. If the items become unsafe or require repair, renter shall discontinue using it and notify rental center immediately.
8. **ORDINARY WEAR AND TEAR.** "Ordinary wear and tear" shall mean only the normal deterioration of the items caused by ordinary, reasonable and proper use of the items. Renter shall be responsible for all damage not caused from ordinary wear and tear.
9. **SUBLETTING/RETURN OF RENTAL ITEMS.** Renter agrees not to sublet, loan or assign rental items. Renter agrees to return the items to the rental center during regular business hours upon "return date" in as good condition as when received, ordinary wear and tear excepted.
10. **DISCLAIMER OF WARRANTIES.** Rental center makes no warranty of merchantability or fitness for any particular use of purpose, either express or implied. There is no warranty or representation that the items are fit for renter's particular use, or that it is free of latent defects. Rental center shall not be responsible to renter or any third party for any loss, damage or injury caused by, resulting from, or in any way attributable to the operation of, or any failure of the items. Rental center shall not be responsible for any defect or failure unknown to rental center. Renter's sole remedy for any failure of or defect in the items shall be termination of the rental charges at the time of failure provided that renter notifies rental center immediately of such failure and returns the items to rental center within twenty-four (24) hours of such failure.
11. **DEFAULT.** Should renter in any way fail to observe or comply with any provision of this agreement, rental center may, at his sole option, exercise any and all of the following remedies:
  - a. Termination of this agreement.
  - b. Retake the rental items.
  - c. Declare any outstanding rent and charges due and payable, and initiate legal process to recover the monies.
  - d. Pursue any of the remedies available to rental center (exercise of any remedy available to rental center shall not constitute an election of remedies or a waiver of any additional remedies to which rental center may be entitled).
12. **RETAKE OF RENTAL ITEMS.** If for any reason it becomes necessary for rental center to retake the rental items, rental center may retake the rental items without further notice or further legal process.
13. **ACCIDENTS, REPORTING AND INDEMNIFICATION.** IN THE EVENT OF ANY ACCIDENT RESULTING IN PROPERTY DAMAGE OR BODILY INJURY ARISING FROM USE OF THE RENTAL ITEMS WHILE IT IS IN RENTER'S POSSESSION, RENTER HEREBY EXPRESSLY AGREES TO ASSUME RESPONSIBLIITY FOR HIMSELF, HIS OWN EMPLOYEES, AGENTS AND ASSIGNS NEGLIGENCE AND AGREES TO INDEMNIFY, DEFEND AND HOLD RENTAL CENTER HARMLESS FROM ANY CLAIM OR ACTION ARISING THEREFROM, INCLUDING ANY COSTS AND ATTORNEYS FEES INCURRED IN CONNECTION THEREWITH. RENTER AGREES TO NOTIFY RENTAL CENTER IMMEDIATELY IN CASE OF ANY ACCIDENT AND TO OBTAIN THE NAMES, ADDRESSES, PHONE NUMBERS AND OTHER PERTINENT INFORMATION FROM ALL PARTIES INVOLVED AND ALL WITNESSES.
14. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of rental center to insist upon strict performance by renter as regards any provision of this agreement shall not be interpreted as a waiver of rental center's right to demand strict compliance with all other provisions of this agreement against renter or any other person. The provisions of this agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.
15. **SOLVENCY.** Renter represents to rental center that he is not insolvent and should he become insolvent, that he will return all rental items to rental center immediately.