



# MOBILE

## Air & Power Rentals

a division of Resolute Industrial

### Resolute Industrial, LLC. Rental Agreement Terms & Conditions:

#### 1. DEFINITIONS:

**a.** "Lessee" shall mean the party to this contract identified herein other than the Resolute Industrial, LLC. entity identified on the face of this Agreement. **b.** "Lessor" shall mean the Resolute Industrial, LLC. entity identified on the face of this Agreement.

**2. RENTAL PERIOD:** The rental period shall commence from the date of shipment of the equipment covered by this agreement, from the point of shipment and shall continue until the equipment is returned to Lessor's warehouse.

**3. DETERMINATION OF RENTAL CHARGES:** The Lessee shall pay for the rental period on each piece of equipment named in the list of equipment in this agreement at the rate herein stipulated. A rental rate is for a minimum rental period of one week, any portion of a week will be billed as a full week. A month is defined as a period of twenty-eight (28) days. A seasonal rental is defined as a beginning not before October 1st and ending April 15th of the following year. Seasonal rental rates are only available for Heating Equipment rental orders received prior to December 31st.

**4. PAYMENT:** All rental payments due under this agreement are due based on terms. All overdue payments for all charges including damages and loses referred to in section 8 and 16 shall bear interest at the rate of 1.5% per month without prejudice to any of Lessor's rights and in particular without prejudice to the Lessor's right contained in section 15 to terminate this agreement for non- payment of rent.

**5. TRANSPORTATION:** The lessee shall pay all shipping expenses from the original point of shipment to his receiving point and all return shipping expenses to the lessor's warehouse.

**6. RECALLING AND RETURNING NOTICE:** The Lessor may recall any and all equipment upon a thirty (30) day written notice to the lessee and the lessee may return any and all equipment upon like notice to the Lessor. In the event of a recall, the Lessee shall remain responsible for any transportation costs as referred to in section 4.

**7. MAINTENANCE, OPERATION AND REPAIRS:** The Lessee shall not make any alterations, additions or improvements to the equipment without the Lessor's prior written consent. The Lessee at his own expense will operate, maintain and keep in good repair the Equipment and return it in the same condition in which it was received. Specifically the Lessee must: **a.** Ensure that the Equipment is operated in accordance with applicable manufacturer's guidelines and instructions by qualified personnel. **b.** Return the equipment in a clean and unmarked condition.

**8. INSPECTION:** The Lessor shall have the right at any time and from time to time to enter the premises occupied by the equipment and shall be given free access thereof and afford necessary facilities for the purpose of inspection.

**9. DAMAGE TO EQUIPMENT:** The Lessee shall be liable to the Lessor for all loss or damage to the Equipment while it is in the possession of the Lessee, regardless of the cause or origin of such loss or damage, accept as limited by Section 16. In the event of damage to Equipment, the Lessee shall immediately notify Lessor of such.

**10. LOST OR STOLEN EQUIPMENT:** In the event of lost or stolen equipment while in the possession of the Lessee, the Lessee agrees to pay within thirty (30) days from such loss, "List Price" value of equipment and equipment options as seen on current manufacturers supplied price lists. Additionally the parties acknowledge that the Equipment is unique in design and manufacture, and to Lessor it is inherently valuable as rental equipment. Therefore in the event of total loss of the equipment, Lessor and Lessee agree that the loss comprises in addition to the list price, the loss of use of such rental equipment (rentals) until it can be replaced. In such an event the Lessee shall also be liable for, and agrees to pay within thirty (30) days from receipt of Lessor's invoice, the loss of rentals which such equipment could have produced for such period of time which elapses from the total loss until the Equipment can be replaced.

**11. LIABILITY OF LESSEE:** The lessee shall indemnify and hold harmless the lessor against all loss, expense, damages and penalties which may arise out of any action for damages to property, or person or persons occasioned by the operation, handling or transportation of the Equipment pursuant to this agreement.

**12. INSURANCE:** The lessee shall at the lessee's own expense maintain public liability and property insurance to protect the lessee and the lessor against damages to property and persons from the operation, handling or transportation of the Equipment during the rental period. Insure the equipment for loss by fire, theft, damage and other risk of loss customarily insured against on such equipment. This insurance shall provide to the lessor full replacement cost value and loss of rental revenue during the replacement or repair time period.

**13. LEGAL EXPENSES:** The lessee shall pay all costs, charges, expenses, and attorney's fees incurred in retaking the possession of the equipment hereby rented and/or in the collection of any such sums the lessee owes.

**14. SUBLETTING:** No equipment shall be sublet by the lessee nor shall lessee assign or transfer any interest in this agreement without prior written consent of the lessor.

**15. TERMINATION OF THE AGREEMENT:** Should the lessee; (i) fail to make payment in accordance with the terms of this agreement and such failure continues for a period of fifteen (15) days, (ii) become bankrupt, become insolvent make an assignment for the benefit of its creditors, (iii) fail to maintain and/or operate, or to return the equipment as provided by this agreement, (iv) fail to maintain insurance required by section 10, (v) or violate any material provision hereof, the lessor may after three (3) days' notice in writing of such event, terminate this agreement, take possession of the equipment wherever it may be found without becoming liable for damages or for trespass, and in addition to any other remedies lessor may have, recover all amounts due together with any amounts for damage to the equipment and all expenses incurred for repossessing the equipment

**16. WARRANTY:** The equipment rented hereunder has been selected by lessee for his own purposes and lessee especially disclaims any reliance upon any statement or representations made by lessor, except for satisfactory rated operation of the equipment and lessor hereby disclaims same. The lessor liability under this section 14 is limited to repairing or replacing (at the discretion of the lessor) Equipment not performing according to rated operation.

**17. AUTHORITY OF AGENTS:** The execution hereof by an agent of the lessee shall conclusively establish the authority of such agent to contract herein, unless lessor receives written notification to the contrary prior to the loading of the Equipment for transit.

**18. SPECIAL CONDITIONS:** Notwithstanding any provisions contained herein to the contrary; **a.** If the equipment goes down for maintenance or repairs while in lessee's service, lessee may notify lessor and if lessee elects to return the down Equipment, lessor will make arrangements to send lessee Equipment to replaces it. The lessee will be charged for all applicable transportation costs. **b.** If the equipment goes down for maintenance or repairs while in lessee's service and the lessee elects not to return the down equipment, lessor will send a qualified technician to repair it. Lessee will be charged travel time, mileage, labor and parts for such technician at lessor's regular rates. **c.** If lessor determines that required maintenance or repairs is lessor's responsibility, the travel time, mileage, labor and parts for such technician will be provided at no charge to the lessee. **d.** If lessor determines that the repair (including those resulting from improper maintenance or the failure to perform required maintenance or for any reason other than lessor's negligence) is lessee's responsibility then the lessee agrees to pay, within thirty (30) days from receipt of lessor's invoice, all applicable travel time, mileage, labor and parts for repair at the lessor's standard rates. Additionally, the parties hereto acknowledge that the Equipment is unique in design and manufacture, and as to lessor, it is inherently valuable as rental equipment. Therefore, in the event of damage to the Equipment which does not constitute a total loss, lessor and lessee agree that the loss to the lessor comprises, in addition to the cost of labor, parts to repair the Equipment, as well as transportation costs, travel time, mileage and other such incidental costs, the loss of use of such rental equipment (rentals) until it can be fully repaired, in such event lessee shall also be liable for, and agrees to pay within thirty (30) days from receipt of lessor's invoice, the loss of rentals which such damaged Equipment could have produced during the time it is being repaired, had it not been damaged.

**19. TAXES AND FEES:** The lessee shall pay all license fees, registration fees, assessments, duties and taxes which may now or hereafter be imposed upon the ownership, possession, or use of the Equipment excepting only those based on the lessor's net income or exempted by law. The lessee shall promptly notify lessor of the receipt of any tax notices, or tax reports, or inquiries, or notices of taking, or other authorities concerning taxes, fees, or assessments.

**20. AIR QUALITY:** The lessee shall comply with all laws, rules and regulations with regard to the operation of the Equipment under any local, state, or Federal Air Quality Standard.

**21. OWNERSHIP OF EQUIPMENT, ENCUMBRANCES:** The Equipment is, and shall at all times remain the property of the lessor, and the lessee shall have no right, title or interest therein or thereto except the right of possession and use of the Equipment pursuant to the terms of this agreement. Lessee shall not remove or deface any plate or marking on the equipment identifying lessor as the owner of the Equipment or the manufacturer's serial number. The equipment is, and shall at all times remain personal property notwithstanding the Equipment or any part thereof may be or become, in any manner affixed or attached to any other personal or real property. The lessee shall keep the Equipment free and clear of any and all levies, liens, security interests and encumbrances of any kind, and shall give the lessor prompt notice of any such attachments.

**22. LIMITED LIABILITY:** In no event shall the lessor be liable to the lessee or any other party for any incidental, consequential or special damages.

**23. SCOPE OF DAMAGES:** The lessor's liability for damages shall in no event exceed the total rentals, if any received from the lessee by the lessor for the equipment which is the subject of claim or dispute and pursuant to this agreement.

**24. ENTIRE AGREEMENT, GOVERNING LAW & VENUE:** This agreement constitutes the entire agreement between the lessor and the lessee, and supersedes any representation; warranties or agreements (written and oral) heretofore made or entered into between the parties relating to the Equipment. This contract shall be governed by the laws of Michigan. Lessor and lessee hereby irrevocably consent to the jurisdiction and federal courts located in the State of Michigan and shall be bound by any judgments rendered thereby after all appeals taken.

**25. CHANGES, MODIFICATIONS, WAIVERS, ETC.:** Changes, modifications, waivers, additions or amendments to the terms and conditions of this agreement shall be binding on lessor only if such are in writing and signed by a duly authorized representative of lessor. The failure of lessor to enforce, at any time or for any period of time, any of the provisions of this agreement shall not constitute a waiver of such provisions or the right of lessor to enforce such and every provision.