

Support Unlimited, Inc. Rental Agreement

714-600-2510

Additional Terms & Conditions

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In consideration of the mutual covenants heretofore and hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____ (the "Customer") and **Support Unlimited, Inc.**, its agents and affiliates (collectively, the "Company") hereby agree to the following terms and condition:

1. The Customer, after carefully inspecting the equipment, acknowledges receipt thereof in good condition and agrees to return it in the same condition as received, ordinary wear and tear excepted. The Customer shall bear the sole cost and responsibility for all damage to the equipment, other than ordinary wear and tear (such cost to be charged at prevailing rates), to the extent that such damage: (a) is caused by the Customer or its employees or agents; or (b) occurs prior to the expiration of the rental period (except to the extent that the damage is caused by the active negligence, recklessness or willful misconduct of the Company or its employees or agents, or by a malfunction in the equipment that is beyond the control of the Customer or its employees or agents). Equipment damaged by the Customer or its employees or agents beyond repair will be paid for by the Customer at the cost to the Company to replace such equipment. "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment. If equipment is damaged the Customer will continue to pay the Rental Rate for the duration of repair and certification of equipment.
2. The equipment shall not be used by any person except the Customer, a member of the Customer's immediate family, or an employee of the Customer in the course of such employee's regular and usual employment by the Customer, and then only if such person is of suitable age, possesses appropriate qualifications and has been instructed by qualified personnel on the intended purpose and function, and the proper use and operation, of the equipment as detailed in the instruction manual(s), warning label(s), instructional label(s) and related material(s) provided to the Customer by the Company (the 'Operating Instruction'). The Customer acknowledges receipt of the Operating Instructions & Safety Rules and represents that it has been familiarized by the Company regarding the intended purpose and function, and the proper use and operation, of the equipment and understands such purpose, function, use, and operation without further instructions from the Company. The Customer shall provide each user and operator of the equipment with a copy of the Operating Instructions & Safety Rules, require all such users and operators to read said Operating Instructions & Safety Rules, and ensure that qualified personnel on the intended purpose and function, and the proper use and operation of the equipment instruct all users and operators. The Customer agrees that it and all users and operators of the equipment shall, at a minimum, comply with the Operating Instructions & Safety Rules.
3. Customer shall not use the equipment or permit the equipment to be used for any unlawful purpose or when the equipment is in need of repair or in an unsafe condition or situation, and shall ensure that all applicable laws, ordinances, rules, regulations and orders of any public authority, including all local, state, and federal safety codes, as well as all other commercially reasonable safety standards, including American National Standards, are complied with in connection with the use of the equipment.
4. The Customer shall not sublease, assign or lend the equipment without the prior written covenant of an 'authorized representative' (as such term is defined below) of the Company and shall not pledge, encumber, create a security interest in, or permit any lien to become effective on the equipment. The Customer shall not permit the equipment to be removed from its possession or be altered in any way. If any of these events takes place, the Customer shall be deemed to be in breach of this agreement at the option of the Company. Any purported assignment or sublease of this agreement or the equipment by the Customer is void.
5. The Customer shall notify the Company immediately in case of accident or damage to or theft of the equipment or of accident or damage to persons or property to the extent such accident or damage relates in any way to the equipment, including the use thereof. The Customer shall inspect the equipment at least daily and shall discontinue the use thereof, and immediately notify the Company when the equipment is found to need repair or maintenance. The Customer shall not permit any repairs or maintenance to be made to the equipment by anyone other than the Company without the prior written consent of an authorized representative of the Company. The Company will normally be available to service the equipment only during its normal business hours. In the event that the equipment is involved in an accident or is in need of repair or maintenance, the Customer shall permit the Company to retake possession of the equipment with or without legal process.
6. If the Customer fails to observe or perform any of the terms of this agreement, the Company may exercise any one or more of the following remedies: (a) terminate this agreement and take possession of and remove the equipment from wherever located; (b) declare the entire rent hereunder immediately due and payable and pursue all legal remedies in connection with the payment thereof; and/or (c) pursue any other remedies legally available to the Company. The Company and its agents shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.
7. If the equipment is retained without permission, the Company may elect to retake possession of the equipment with or without legal process or charge overtime at double the daily rate for each day the equipment is retained beyond the expiration date. The Customer shall promptly pay the overtime charge if one is assessed. Time is of the essence of this agreement. Any extension must be mutually agreed to in writing.
8. Failure, refusal or neglect to return the equipment within 72 hours after it is required to be returned, or the presenting of false, fictitious or misleading identification of the Customer's agents, shall be prima facie evidence of an intention to commit the crime of theft and the tort of conversion.
9. The Customer shall pay all fees, including collection and attorney's fees, and other expenses incurred by the Company in enforcing its rights or in resolving any dispute arising under this agreement. The Customer agrees that the 'reasonable attorney's fees' awarded by some courts often do not adequately reimburse the prevailing party for its actual attorney's fees incurred. The Company and the Customer, therefore, agree that if either of them institutes legal action, the prevailing party shall be entitled to recover its actual attorney's fees incurred unless it would be unconscionable to award same, in which case reasonable attorney's fees are to be awarded.
10. A deposit of approximately 50% of estimated charges as specified above must be paid prior to delivery of the lift. The Deposit is required for rentals over a week for new clients. Failure to pay the deposit required will forfeit your rental reservation.
11. Payment of invoices(s) must be made within 15 days of the invoice date. A service charge of 1.5% PER MONTH (ANNUAL RATE OF 18%) will be charged on all past due accounts. The Customer agrees that the service charge fixed by the Company is reasonable.
12. The rental period begins at the time of the equipment's departure from the Company's rental yard and ends when the equipment is returned to and accepted by the Company. If the equipment is returned prior to the end of any minimum rental period, the rental due shall be for the entire minimum period. Unless otherwise noted, the customer is responsible for any delivery and pickup charges. Rental rates are F.O.B. the company's rental yard. Rental rates are based upon single shift usage, and for billing purposed, rental periods are defined as follows: A one (1) month rental is equal to four (4) consecutive weeks, one (1) week rental is equal to five (5) consecutive days, and one (1) day rental is equal eight (8) hours use. If the Customer makes greater use of the equipment, additional fees will be charged.

Customer Initials

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13. The Customer agrees that its exclusive remedy for any breach of this agreement by the Company shall be a credit for the general damages sustained by the Customer, which credit shall be applied against any balance due the Company under this agreement. The Company shall have no liability to the Customer for any damages the Customer may sustain in excess of the rental fee due the Company under this agreement. The Customer further agrees that the Company shall have no liability for lost profits or any other incidental, indirect or consequential damages that the Customer may sustain as a result of any breach of this agreement by the Company or for punitive or exemplary damages.
14. Title to all the equipment shall remain at all times in the Company. If the equipment is levied upon by reason of execution, garnishment or attachment or for any reason, the Company may retake possession of the equipment with or without legal process.
15. The parties agree that the Company makes no warranties, express or implied. THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.
16. The Customer shall keep the equipment insured against all risks of loss or damages from every cause whatsoever for not less than the full replacement value thereof, and shall, throughout the term of this agreement, carry adequate workers' compensation insurance and comprehensive public liability and property damage insurance of at least \$1 million per occurrence to insure against losses with respect to the use, control, and operation of the equipment. If the Customer fails to procure, maintain, or renew the insurance, the Company may, but is not obligated to, obtain insurance for and for the account of the Customer without prejudice to any other rights the Company may have, and the Customer shall promptly reimburse the Company for the cost of such insurance.
17. THE CUSTOMER ACCEPTS FULL AND COMPLETE RESPONSIBILITY FOR ALL INJURIES TO PERSONS AND PROPERTY ARISING OUT OF OR IN ANY WAY RELATING TO THE EQUIPMENT FROM THE TIME THE CUSTOMER TAKES POSSESSION THEREOF UNTIL THE EQUIPMENT IS RETURNED TO AND ACCEPTED BY THE COMPANY, EXCEPT TO THE EXTENT THAT SUCH INJURIES RESULT FROM THE ACTIVE NEGLIGENCE, RECKLESSNESS OR WILFUL MISCONDUCT OF THE COMPANY.
THE CUSTOMER SHALL CARRY COMMERCIAL GENERAL LIABILITY INSURANCE WITH LIMITS NO LESS THAN \$1,000,000 PER OCCURRENCE / \$2,000,000 AGGREGATE AND NAME THE COMPANY AS AN ADDITIONAL INSURED UNDER CUSTOMER'S POLICY. A CERTIFICATE OF INSURANCE SHOWING COMPANY AS AN ADDITIONAL INSURED MUST BE PROVIDED UPON REQUEST.
THE CUSTOMER ALSO AGREES TO INDEMNIFY AND SAVE THE COMPANY AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, PROCEEDINGS, COSTS, EXPENSES, DAMAGES AND LIABILITY OF ANY AND EVERY NATURE WHATSOEVER (INCLUDING REASONABLE ATTORNEY'S FEES) (COLLECTIVELY, 'LOSSES') ARISING DIRECTLY OR INDIRECTLY FROM OR IN ANY WAY RELATING TO; (A) THE EQUIPMENT FROM THE TIME THE CUSTOMER TAKES POSSESSION THERE OF UNTIL TH EQUIPMENT IS RETURNED TO AND ACCEPTED BY THE COMPANY; (B) THE CUSTOMER'S FAILURE TO COMPLY WITH ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING THOSE OTHER OBLIGATIONS STATED IN PARAGRAPHS 2 AND 3 OF THIS AGREEMENT); OR (C) THE CUSTOMER'S NONCOMPLIANCE WITH ANY LAW, REGULATION OR SAFETY ORDER, EXCEPT, IN EACH SUCH CASE, TO THE EXTENT THAT SUCH LOSSES RESULT FROM THE ACTIVE NEGLIGENCE, RECKLESSNESS OR WILFUL MISCONDUCT OF THE COMPANY.
IN ADDITION, THE CUSTOMER SHALL, AT ITS OWN COST AND EXPENSE, DEFEND THE COMPANY AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES AGAINST ALL SUITS OR PROCEEDINGS COMMENCED BY ANYONE IN WHICH ANY OF SUCH PERSONS OR ENTITIES IS A NAMED PARTY TO THE EXTENT SUCH SUITS OR PROCEEDINGS RELATE TO MATTERS REGARDING WHICH SUCH PERSONS OR ENTITIES WOULD BE ENTITLED TO INDEMNIFICATION HEREUNDER. THE CUSTOMER SHALL BE LIABLE AND RESPONSIBLE FOR ALL COSTS, EXPENSES AND ATTORNEYS' FEES INCURRED IN SUCH DEFENSE AND/OR SETTLEMENT, JUDGMENT OR OTHER RESOLUTION. THE COMPANY OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES, AS THE CASE MAY BE, MAY ELECT TO DEFEND ANY SUCH ACTION ON ITS OR THEIR OWN BEHALF, AND THE CUSTOMER AGREES THAT IT SHALL BE LIABLE FOR ALL COSTS, EXPENSES, AND ATTORNEYS' FEES INCURRED BY SUCH PERSON OR ENTITY IN SUCH DEFENSE.
THE INDEMNITIES AND ASSUMPTIONS OR RISK, LIABILITIES AND OBLIGATIONS BY THE CUSTOMER ARISING UNDER THIS AGREEMENT SHALL CONTINUE IN EFFECT AFTER THE RETURN OF THE EQUIPMENT TO THE COMPANY AND THE PAYMENT OF THE FULL RENTAL PRICE THEREFORE.
18. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT, UNLESS THE COMPANY EXECUTES A WRITING THAT SPECIFICALLY REFERENCE THIS PARAGRAPH 17 AND SPECIFICALLY STATES THAT THE COMPANY WAIVES THE PROVISIONS OF THIS PARAGRAPH 17, THER TERMS AND CONDITION CONTAINED IN THIS AGREEMENT SHALL GOVERN THE SUBJECT MATTER HEREOF TO THE EXCLUSION OF THE TERMS AND CONDITOSN CONTAINED IN ANY PURCHASE ORDER OR SIMILAR DOCUMENT THAT THE CUSTOMER AMY PROVIDE TO THE COMPANY (IRRESPECTIVE OF CONTRARY LANGUAGE CONTAINED IN SUCH PURCHASE ORDER OR DOCUMENT AND IRRESPECTIVE OF WHETHER THIS AGREEMENT WAS PROVIDED TO THE CUSTOMER BEFORE OR AFTER SUCH PURCHASE ORDER OR DOCUMENT WAS PROVIDED TO THE COMPANY).
19. No term or condition of this agreement may be waived or modified as to the Customer except by a written instrument signed by the Company's authorized representative.
20. An authorized representative of the Company shall include only a manager or officer of the Company.
21. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any one or more provisions shall not affect the remaining provisions. The failure of the Company at any time to insist upon strict performance by the Customer of the conditions herein shall not be construed as a waiver of the Company's right to demand strict compliance.
22. The Company reserves the right to replace (exchange) the equipment delivered to the Customer with similar or superior equipment.
23. This agreement, including any Addenda, constitutes the entire agreement between the Customer and the Company. The Customer acknowledges that the Company has made no representation, oral or written, other than those included in this agreement.
24. This agreement is entered into and shall be deemed for all purposes to have been made in California, and shall be governed by and construed in accordance with the laws of the State of California applicable to contracts and agreements made and wholly to be performed in California by residents of California.

_____ *Customer Initials*

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- 25. Due to the inherent difficulties in diagnosis and repairing Atrium Lift malfunction; Support Unlimited, Inc. cannot be responsible for any project delays including any related costs that may occur as a result of equipment breakdown. The sole remedy available to Customer is a pro-rate credit for the remaining amount of the rental term, which is to be applied against the invoice for the agreed upon rental rate and term. If Customer cannot wait for necessary repairs in order to continue its project, then the Customer may wish to rent lift equipment from another company at its sole cost.
- 26. Atrium Lifts are electrically powered, hydraulic machines that are electronically controlled. As with all complex electronic equipment, they are inherently susceptible to moisture and damp conditions. Therefore, Atrium Lifts may not be operated outdoors in rainy or drizzly conditions and they may not be stored outdoors when there is any possibility of even the slightest amount of precipitation. The main electronics compartment and basket controls must be covered as soon as any precipitation is imminent and must remain covered while the lifts are transported to a dry, covered storage area. If an Support Unlimited, Inc. Atrium Lift breaks down and during the rental, it is determined that the breakdown was caused by the unauthorized use of the lift in the above described conditions, then Customer agrees to be held responsible or responsible for related repair cost. Support Unlimited, Inc. cannot be held responsible for any project delays that are caused by weather.
- 27. During the period that Customer is renting Atrium Lift from Support Unlimited, Inc. as discussed, Support Unlimited, Inc. has other obligations to provide a Atrium Lift and may from time to time provide notice to Customer that Support Unlimited, Inc. will need to pick up the lift for a specified time period, then re-deliver.
- 28. **The Support Unlimited, Inc. is not responsible for any property damage** directly or indirectly caused by overspray, spillage, leakage or over flow of hot tar, paint, foam, oil, battery acid or any other liquefied substance.

Acknowledged and agreed to Support Unlimited, Inc. Rental Agreement

Customer –

Authorized Signature Date

Call 714-600-2510 when finished with rental to stop billing.

Atrium Lift Delivery Check List, Report, and Familiarization Signature Page

Machine Hour Meter	Lift
Pre Rental	

Inspection Date _____
 Inspector Bob Delmer

Delivery _____ Location _____

Example of Cost for Parts	Delivered	Returned	N/A	Price per Unit
Keys, 2	x			\$ 10.00
Protective Outrigger Blocks, 4 (18" X 18")	x			\$ 75.00
Operator Manual	x			\$ 40.00
Basket	x			\$ 6,800.00

(Pricing will vary, labor, and freight from Europe will also be charged for replacement parts.)

Equipment and Machine Condition and Inspection have been done Prior to Delivery.
Equipment and Machine Condition and Inspection will be performed at Support Unlimited, Inc. facilities.

Operations	Delivered	Returned	N/A	Clean & Grease	Delivered	Returned	N/A
Inspect Joysticks & Buttons				Glider Unit			
Main Boom Tilt Up				Slide-Bearing Strips			
Main Boom Tilt Down				Chain Roller			
Boom Telescope Extended				Cylinder Suspension			
Boom Telescope Retract				Derrick Main Axle			
Turret Rotation				Chains			
Basket Level				Battery Fluid			
Operator Decals/Signs				Batteries Charged			
Leaks				Hydraulic Fluid			
Safety Decals/Signs				Hydraulic Lines & Connections			
Safety Functions				Hand Brake			
Hand Brake				Tire Pressure 65 psi			
Body Damage							

EQUIPMENT: MACHINE MUST BE LEFT CLEAN AND ACCESSIBLE FOR PICKUP.
 SUPPORT UNLIMITED, INC. IS NOT RESPONSIBLE FOR ITEMS LEFT IN OR ON THE EQUIPMENT OR MACHINERY.

Familiarization	Completed			Completed
Identify Location of Manual	<input type="checkbox"/>	Review Control Functions		<input type="checkbox"/>
Confirm Operators Manual Present	<input type="checkbox"/>	Review Safety Devices		<input type="checkbox"/>

CUSTOMER CERTIFICATION

I CERTIFY THAT I HAVE BEEN PROVIDED WITH AND AM AWARE OF THE OPERATING MANUAL OR USER INSTRUCTIONS AND ANSI RESPONSIBILITIES MANUAL, IF APPLICABLE, ETC. WHICH GOVERN THE USE OF THIS EQUIPMENT AND FURTHER AKNOWLEDGE:

- 1) Operator/responsibility Manuals or User Instructions are stored or located on the equipment.
- 2) The requirement of the operator to conduct inspections are found on the equipment in the Operating Manual or User Instructions or within the materials provided with this document and agree to use the equipment in a safe and proper manner.
- 3) Only Properly Familiarized and/or Trained authorized personnel shall be permitted to operate the equipment.
- 4) Safety railings may not be removed. Safety harnesses must be worn when operating equipment as required.
- 5) Equipment cannot be modified without written approval. Safety devices must not be altered.
- 6) Equipment may only be used on firm, level services.
- 7) Equipment may not be used if damage, faulty or if safety/warning labels are torn, covered or illegible.
- 8) Any accidents involving the use of equipment shall be immediately reported to Support Unlimited, Inc.
- 9) **Atrium Lifts must not be operated in winds greater than 20 mph.**
- 10) This Condition and Delivery Report accurately describes the condition of the equipment.

FAMILIARZATION, INSPECTION, TRAINING AND CUSTOMER CERTIFICATION SIGNITURE

I have received and read the Operators Responsibilities (initial) _____ Familiarization offered _____ accept _____ decline _____

Authorized Customer Representative	Signature	Date
Approved Operator Name (Please Print)	Signature	Date
Approved Operator Name (Please Print)	Signature	Date
Approved Operator Name (Please Print)	Signature	Date

Support Unlimited Representative