601 E. Antler Ave, Suite 131 • Redmond, OR 97756 • Phone: 541-480-7637 • rentals@sageequipment.net

Equipment Rental Agreement Terms and Conditions

In consideration of the mutual covenants and promises in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner rents the equipment to the Renter, and the Renter rents the equipment from the Owner.

Use of Equipment: The Renter will use the equipment in a good and careful manner and will comply with all the manufacturer's requirements and recommendations respecting the use of the equipment and with any applicable law, whether local, state, or federal, including, but not limited to, environmental and copyright law. The Renter will use the equipment for the purpose for which the equipment was designed and not for any other purpose. The Renter will not alter, modify, or attach anything to the equipment.

Warranties: The equipment will be in good working order and good condition upon delivery/pick up. The equipment is of merchantable quality and is fit for the purposes it was designed for.

Insurance: The Renter will during the whole of the current attached addendum and for as long as the Renter has possession of the equipment, take out, maintain, and pay for insurance against loss of and damage to the equipment for the full replacement value of the equipment and will name the Owner as the loss payee. The Renter will, during the whole of the current attached addendum and for as long as the Renter has possession of the equipment, take out, maintain, and pay for general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use of the equipment. The Renter will add the Owner to the insurance policy as an additional insurer with respect to general liability. The insurance policy will have a provision that it will not be modified or cancelled unless the insurer provides the Owner with thirty (30) days written notice stating when such modification or cancellation will be effective. The Renter will provide a copy of the insurance policy or certificate evidence of such insurance.

Loss and Damage: To the extent permitted by law, the Renter will be responsible for the risk of loss, theft, damage, or destruction to the equipment from any and every cause. If the equipment is lost or damaged, the Renter will continue paying rent and will provide the Owner with prompt written notice of such loss or damage. In the event of total loss of the equipment, the Renter will provide the Owner with prompt written notice of such loss and will pay the Owner all unpaid rent for the term of the addendum plus the current market value of the equipment, at which point the Ownership of the equipment passes to the Renter.

Ownership, Right to Lease and Quiet Enjoyment: The equipment is the property of the Owner and will remain the property of the Owner. The Renter will not encumber the equipment, allow the equipment to be encumbered or pledge the equipment as security in any manner. The Owner agrees that if no event of default has occurred, the Owner will not disturb the Renter's quiet and peaceful possession of the equipment or the Renters unrestricted use of the equipment for the purpose of which the equipment was designed. The Owner does reserve the right to exchange the piece of equipment with another piece of equipment of equal or greater value at the Owner's discretion.

Indemnity: The Renter will indemnify and hold harmless the Owner against all claims, actions, suits, proceedings, cost, expenses, damages, and liabilities, including attorney's fees and costs, arising out of or related to the Renter's use of the equipment.

Default: In the occurrence that the Renter fails to pay any amount when such amount is due, becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings listed against it under the Federal bankruptcy law of the United States or another competent jurisdiction, and/or a writ of attachment or execution is levied on the equipment and is not released or satisfied within 10 days this will constitute as event of default.

Remedies: In the event of default the Owner will be entitled to pursue one or more of the following remedies: Declare the entire amount of the rent for the term of the current addendum immediately due and payable without notice or demand to the

601 E. Antler Ave, Suite 131 • Redmond, OR 97756 • Phone: 541-480-7637 • rentals@sageequipment.net

Renter, commence legal proceedings to recover the rent and other obligations accrued before and after the event of default, take possession of the equipment without demand or notice wherever the equipment may be located without any court order or other process of law, terminate this agreement immediately upon written notice to the Renter and/or pursue any other remedy available in law or equity.

Assignment: The Renter will not assign this agreement, interest in the agreement or the interest in the equipment. If the Renter assigns this agreement, interest in the agreement or interest in the equipment without the prior written consent of the Owner, the Owner will have recourse to the remedies and will be entitled to all damages caused by the transfer to the extent that the damages could not reasonably be prevented by the Owner.

The Owner will not assign this agreement, interest in this agreement or the interest in the equipment. The Owner will not assign or transfer the right to collect rent or any other financial obligation of the Renter. If the Owner assigns this agreement, interest in this agreement or interest in the equipment the Renter will be entitled to terminate this agreement without penalty.

Additional Clauses: The Renter will keep the equipment in good appearance and condition, normal and reasonable wear, and tear to be expected. If it is found that damage is Renter caused, repairs will be made, and it will be Renter's responsibility to reimburse the Owner for parts and labor to restore equipment back to working condition.

If equipment requires fuel and is returned below the level that it was delivered/picked up there will be a charge of $8.00 per gallon to refuel the equipment.

Entire Agreement: This agreement will constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement will not be binding on either party except to the extent incorporated in the agreement.

Governing Law: It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oregon, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability: If there is a conflict between any provision of the agreement and the applicable legislation of the State of Oregon, the act will prevail and such provisions of the agreement will be amended or deleted as necessary in order to comply with the act. Further, any provisions that are required by the act are incorporated into this agreement. In the event that any of the provisions of the agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as thought the invalid or unenforceable parts had not been included in this agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.