

A DAY RATE CONSISTS OF 24 HOURS TIME OUT OR 8 HOURS TIME USED, WHICHEVER COMES FIRST ON MACHINES EQUIPPED WITH HOUR METERS.

RENTAL CONTRACT

INSPECTION – You have had an opportunity to personally inspect the equipment as fully as desired, and find it suitable for your needs and in good condition.

CUSTOMER'S POSSESSIONS – A-TEAM RENTALS only provides assistance and is not responsible for any damage to customer's vehicle or possessions during loading/unloading. You agree to take sole responsibility for hitches, trailers, or other bumper mounted equipment during loading/unloading and transit. You assume all liabilities for any damages from equipment that might occur during transport.

DISCLAIMER/WAIVER OF WARRANTIES FROM A-TEAM RENTALS – A-TEAM RENTALS makes NO warranties of merchantability or fitness. A-TEAM RENTALS CANNOT assure that the equipment is suited for ANY intended use OR that it is free of defects. A-TEAM RENTALS HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE RENTED PROPERTY THAT HAS BECOME ANY BASIS OF THIS BARGAIN, AND FURTHER, A-TEAM RENTALS HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE RENTED PROPERTY THAT WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. A-TEAM RENTALS DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE RENTED PROPERTY. THE RENTED PROPERTY ARE RENTED ON AN "AS IS" BASIS, FOLLOWING A REASONABLE OPPORTUNITY FOR YOU TO INSPECT THE RENTED PROPERTY.

CUSTOMER WARRANTIES – You warrant that all of your agents and/or employees have received the appropriate training and safety instructions for the equipment being rented from A-TEAM RENTALS. You agree to waive any and all claims and agree to release and indemnify A-TEAM RENTALS for any and all claims from all persons, including third parties, arising out of the rental or use of equipment rented from A-TEAM RENTALS including but not limited to property damage, personal injury, and death.

INDEMNIFICATION – You agree to indemnify and make harmless A-TEAM RENTALS, its agents, shareholders, partners, members, managers, officers, directors, servants and employees, from and against any and all suits, actions, claims, demands, legal fees, and losses of whatever kind, and from all liability and damages for any and all injuries or damages (including but not limited to: personal injury, wrongful death and property damages) sustained by any person or property in consequence of the use, operation and/or condition of the equipment rented from A-TEAM RENTALS, including, without limitation, those arising from any neglect in the performance, design construction, maintenance, or operation by anyone, including you, your agents and/or employees. This indemnification applies even if any or all of the suits, actions, claims, demands, legal fees, losses, liability or damages of whatever kind are caused in whole or in part by A-TEAM RENTALS' own negligence but in no event shall you indemnify A-TEAM RENTALS as to liability caused by A-TEAM RENTALS' willful misconduct.

RELEASE OF SUBROGATION – YOU RELEASE A-TEAM RENTALS, ITS AGENTS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, SERVANTS AND EMPLOYEES, FROM ALL CLAIMS OR LIABILITIES THAT ARE COVERED BY YOUR INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF YOU FAIL TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS AGREEMENT. YOU WILL NOTIFY THE ISSUING INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.

TIME OF RETURN – Customers' right to possession ends at the expiration of the rental period. TIME IS OF THE ESSENCE on this contract. Retention of possession after the rental period is material breach of this contract. Rent continues until the goods are returned. Rental fees do not apply toward purchase.

MAINTENANCE FEE - DOES NOT APPLY UNDER THE FOLLOWING CONDITIONS:

1. Loss of accessories, such as air hoses, tool steel, cases, etc.
2. Damage caused by overloading, exceeding rated capacities, failure to maintain adequate lubrication or failure to perform normal servicing.
3. Theft of equipment, vandalism, malicious mischief, unexplained loss or disappearance.
4. Loss caused by neglect, misuse, or abuse.
5. Damage caused during transport. (Trailers and tires are not covered by this fee.)

MALFUNCTIONING EQUIPMENT – If the equipment becomes unsafe or in disrepair during use, you agree to discontinue use and notify A-TEAM RENTALS who will replace it with similar equipment, if available. A-TEAM RENTALS is not responsible for damage of any kind caused by delay or otherwise. NO CASH REFUNDS on equipment kept. Time may be allowed.

HOLD HARMLESS AGREEMENT – You agree to assume the risk of, and hold A-TEAM RENTALS harmless for, property damage and personal injuries caused by the equipment and its use.

PROHIBITED USES – Use of the equipment in the following circumstances is prohibited and constitutes a breach of this contract:

1. Use for illegal purposes or in an illegal manner
2. Use when the equipment is in bad repair or unsafe or improper, unintended use or misuse.
3. Use by anyone other than you or your employees without A-TEAM RENTALS permission in writing.
4. Use at any location other than the one provided on the face of this contract.

REPOSSESSION - Customer agrees to owner's rights to enter premises of customer at anytime to repossess said equipment. Customer hereby waives any rights of action against owner by reason of such taking or entry and agrees to reimburse owner's cost of repossession if any.

SUIT AND COLLECTION COSTS – You agree that any suit on or by reason of your obligation under this contract may be brought against you in Potter County, Texas, where performance is to occur. You agree to pay all reasonable collection, legal/attorney's fees, and other expenses involved in the collection of the charges or enforcement of A-TEAM RENTALS' rights under this contract.

SEVERABILITY – The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

INTEREST – Interest shall accrue on any sums due under the terms of this contract (including, without limitation, rental charges, maintenance fees, cost of repossession, legal/attorney's fees, court costs and other expenses incurred in the collection of sums due under this agreement) from the date that such sum is due until paid at the simple interest rate of 1.5% per month (18% per annum). All monies received shall be credited first to the cost of collection, then to accrued and unpaid interest, and finally to the principal amount due under the contract.

NOTICE: FAILURE, REFUSAL OR NEGLIGENCE TO RETURN THE RENTED PROPERTY WITHIN 72 HOURS OF THE EXPIRATION OF THE RENTAL PERIOD OR THE PRESENTING OF FALSE, FICTITIOUS OR MISLEADING IDENTIFICATION TO A-TEAM RENTALS SHALL BE PRIMA FACIE EVIDENCE OF AND INTENT TO COMMIT THEFT.