



MASTER RENTAL CONTRACT
TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS APPLY TO ALL RENTALS BY GRAND TO THE CUSTOMER DURING THE ENTIRE TERM OF THIS MASTER RENTAL CONTRACT.

- 1. DEFINITIONS: "Grand" means Grand Equipment Company. "Customer" means the Customer identified below. "Contract" this Master Rental Contract terms and conditions and any supplement identifying the Equipment and rates, and other terms and conditions with respect the Equipment. "Equipment" means any equipment and accessories rented from Grand. The terms "Grand" and "Customer" include the successors or assigns of Grand or Customer as the case may be, Except as otherwise set forth in Section 13, "Term" means the date of this Master Rental Contract and continuing until either Grand or Customer gives written notice of termination in which case the term will end on return of all items of Equipment rented to Customer.
2. RENT: Customer will pay Grand all rental payments in advance as shown in in any supplement to this Contract. Rental payments must be received at Grand's office when due, Rental rates are straight time rates based on the following rental periods: 1/2 day: four (4) hours; full day: eight (8) hours; week: forty (40) hours in a week; or month: 176 hours in a month. If the Equipment is used longer than the specified hours, the overtime rate shall be 1/8th of the daily rate for each hour worked in excess of eight hours in any one day; or 1/176th of the monthly rate for each hour worked in excess of 176 hours in any one month period. Grand will make no allowance or reduction of rate for loss of time due to weather or surface conditions or suspension of work.
3. CARE AND CONDITION OF EQUIPMENT: Upon delivery or notice of delivery of the equipment by Grand, Customer shall be deemed to acknowledge receipt of the Equipment in GOOD CONDITION and acceptance of all of the Rental terms specified in any supplement to this Master Rental Contract. Customer shall protect the Equipment and shall exercise due care in its operation. Only experienced persons shall operate the Equipment. Customer shall keep the Equipment lubricated according to manufacturer's recommendations. Customer shall operate and maintain the Equipment and all of its components and parts at the customer's own expense using genuine original equipment manufacturers' parts and supplies and shall keep the Equipment in good repair and operating condition. Customer shall notify Grand of any malfunction in the Equipment. Customer shall not deliver the Equipment to any repair shop other than Grand's for repair or service nor install any accessories on or make any alterations to the Equipment without first obtaining Grand's written approval. Grand shall have the right at all times to enter any job, building or location where the Equipment is being used for the purpose of inspection. Grand reserves the right to remove the Equipment on twenty-four (24) hours prior notice if the Equipment is being overloaded or taxed beyond its operating capacity or is in any manner abused, neglected or not properly maintained. Grand will have no liability for loss of use of the Equipment or for damages incurred by Customer as a result of defect, inefficient operation of the Equipment, accident, repairs, strikes or delays in the delivery or removal of the Equipment.
4. WARRANTIES: Grand makes no express warranties unless the express warranty is in writing, is signed by Grand, and specifically refers to the Equipment and to this Contract. THE CUSTOMER HAS SELECTED THE EQUIPMENT AND GRAND DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS OF THE EQUIPMENT FOR THE CUSTOMER'S PURPOSE. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT OR, IF NEW EQUIPMENT, BEYOND THE MANUFACTURER'S WARRANTY. UNDER NO CIRCUMSTANCES SHALL GRAND BE LIABLE FOR LOSS OF USE OR DOWN TIME OF THE EQUIPMENT, OR FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES.
5. RETURN OF EQUIPMENT: When the term of this Contract ends, or if Grand has terminated the rental as allowed in this Contract, Grand is entitled to immediate possession of the Equipment. Before returning the Equipment to Grand, Customer shall notify Grand; Grand may have a qualified representative inspect the Equipment at Customer's job site in order to determine any damage beyond normal wear and tear. If Customer does not give Grand such prior notice, Grand's determination of damage beyond normal wear and tear at Grand's recovery of the Equipment shall be final and binding on Customer. Customer is responsible for all transportation, loading, unloading, storage and other delivery charges and expenses for return of the Equipment to Grand.
6. DAMAGE TO EQUIPMENT: Customer is liable and fully responsible for any damage (other than normal wear and tear) to or loss of the Equipment from the time it leaves Grand's storage location until it is returned there. The phrase "normal wear and tear" means wear, use or deterioration normally expected from operation of the Equipment and its components and parts while properly maintained and serviced and within the limitation of usage set forth in paragraphs 2 and 3 above.
7. TAXES: Customer shall pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to the operation, leasing, renting, possession or use of the Equipment.
8. USE: Customer shall only use the Equipment in a safe and legal fashion and Customer will comply with all laws, regulations, and ordinances ("Laws") applicable to the use, possession and operation of the Equipment. Customer shall indemnify, defend and hold Grand harmless from any consequences of Customer's noncompliance with Laws.
9. INSURANCE: Customer shall maintain the following insurance in force at its expense regarding the Equipment during the entire rental period: i) liability insurance against all liabilities including bodily injury, death and property damage; casualty insurance at the full replacement value of the Equipment against loss or damage from any causes including accident, fire, weather condition, theft or malicious destruction; comprehensive insurance against any other insurable risk to which the Equipment is exposed; additional insurance that Grand may designate. All insurance policies shall be subject to Grand's approval and shall be in amounts satisfactory to Grand. CUSTOMER SHALL DESIGNATE GRAND AS AN ADDITIONAL INSURED ON ALL POLICIES COVERING THE EQUIPMENT. The policies shall be payable to Grand and Customer, as their interests appear. CUSTOMER SHALL DELIVER CERTIFICATES OF INSURANCE TO GRAND THAT COMPLY WITH THIS PARAGRAPH. Customer shall carry Worker's Compensation insurance, if applicable, and vehicle liability insurance.
10. OWNERSHIP: Title to the Equipment shall at all times remain vested in Grand. Customer shall not have any right or option to purchase the Equipment unless that right or option is in writing, signed by an officer of Grand, and attached as a Rider to this Contract. Customer shall keep the Equipment free and clear of all liens or claims of creditors and shall not permit any lien or claim to be filed or maintained on or against the Equipment; at its own expense, Customer shall protect and defend Grand and the Equipment from the claims, liens and legal processes of third persons. The Equipment is and shall remain personal property of Grand.
11. FINANCING STATEMENT: Customer acknowledges that its rights under this Rental Contract are subject and subordinate to the rights of the holder of any assignment of a security interest in this Master Rental Agreement and any Equipment and that on receipt of notice of assignment Customer shall make its rental payments directly to the assignee. This Contract may not be altered or modified without the prior consent of any such assignee. At Grand's request, Customer shall sign or authorize any financing statement, security agreement, subordination or similar instrument which Grand considers necessary to protect Grand or is required by Grand's assignee or lender.
12. SUBLETTING, ASSIGNMENT OR USE: Customer shall not do any of the following without Grand's prior written consent: i) assign its rights or delegate its duties under this Contract; ii) sublease the Equipment; iii) allow others to use the Equipment; iv) release possession of the Equipment to anyone except Grand.
13. DEFAULT: Customer will be in default under this Contract in the event of any of the following: i) Customer fails to make any payment under this Contract when it is due; ii) misrepresentation or concealment by Customer of any material fact relating to this Contract or Customer's credit history; iii) Customer's nonperformance of any of its obligations under this Contract; iv) if bankruptcy, receivership or insolvency proceeding are instituted by or against Customer or if Customer enters into any assignment or agreement for benefit of creditors or in any manner discontinues its business; v) if in the opinion of the Grand, the Equipment is being misused, abused, improperly maintained, wasted or allowed to deteriorate. Time is of the essence. UPON CUSTOMER'S DEFAULT, GRAND MAY TERMINATE THIS CONTRACT, WHEREUPON CUSTOMER'S RIGHT TO USE THE EQUIPMENT SHALL CEASE IMMEDIATELY, but Customer shall remain liable to Grand for all unpaid rental payments and other payments due hereunder for the balance of the minimum guaranteed term of this Contract or until the Equipment is returned to Grand, whichever period is longer. In the event of such termination, Grand may (1) require Customer to return the Equipment at Customer's expense to Grand's place of business or at any other place to which Grand may reasonably direct Customer to deliver the Equipment; or (2) enter upon Customer's premises or job site to take possession of the Equipment, AND CUSTOMER HEREBY SPECIFICALLY WAIVES ANY RIGHT OF COURT HEARING PRIOR TO SUCH REPOSSESSION. In the event of repossession, Customer shall be liable to Grand for all damages necessarily and reasonably incurred by Customer in securing possession of the Equipment including reasonable attorney's fees, expenses of repossession and court costs. Grand may re-rent the Equipment to any third party upon such terms as Grand shall determine. Grand may proceed by appropriate court action to enforce performance by Customer of the terms of this Contract or to recover for the breach of this Contract. In addition to the rights and remedies in this paragraph, Grand reserves and may exercise any rights or remedies that it has at law or in equity. Grand's rights are cumulative and not alternative. Grand may waive any default or remedy without waiving any earlier or later default or remedy, or without waiving any claim for damages. Any payment not made when due will bear interest at the highest legal rate or 1% per month, whichever is less.
14. IRREVOCABILITY: This Contract is irrevocable for its full term and for the aggregate rental amount stated above. Rental payments are due regardless of termination of Customer's right of possession or use, or Customer's non-use of the Equipment or the taking of possession by Grand or for any other reason.
15. GENERAL PROVISIONS: (A) No oral agreement, guaranty, promise, condition, representation or warranty is binding. (B) All prior offers, conversations, agreements or representations relating to rental terms or to the Equipment are superseded by this Contract. (C) Any modification of this Contract is only valid if it is in writing and signed by Grand. (D) If more than one customer signs this Contract, their obligations are joint and several. (E) This Contract is governed by the laws of the State of Michigan. The parties consent and agree to the exclusive jurisdiction of the courts in Hudsonville, Ottawa County, Michigan and the Federal Court of the Western District of Michigan. The invalidity or unenforceability of any part of this Contract shall not affect the validity or enforceability of any other part.
16. ACKNOWLEDGMENT: Customer acknowledges receipt of a copy of this Contract and agrees that the terms and conditions of the rental transaction are correctly and completely stated herein.
17. HOLD HARMLESS: Customer agrees that Customer is solely responsible for the maintenance, use or operation of the Equipment by the Customer and by Customer's employees, contractors or agents or by others. Customer will indemnify, defend and hold Owner harmless from any and all losses, claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type ("Losses") that may result, directly or indirectly, from the Equipment while the Equipment is rented to Customer, including Losses as a result of Customer's actions or inactions, or those of its employees or agents, direct or indirect sub-contractors, or third parties. In addition to the general indemnity, defense and hold harmless provisions of this paragraph above, Customer shall specifically indemnify, defend and hold Grand harmless from and against any worker's compensation claims or motor vehicle accidents involving the Equipment.

CUSTOMER NAME: _____ CUSTOMER ADDRESS: _____

CUSTOMER EMAIL: _____ TELEPHONE: _____ DATE: _____

BY: _____ X _____