

Reliable Equipment 02
P.O. Box 3047
Evans, GA 30809
706-651-1875

CONTRACT NUMBER 42839-02

INVOICE NUMBER

DATE AND TIME IN

DATE AND TIME OUT

11/03/2010

2:01 PM

Open Contract

Account #: 1033 RENTED AND / OR SOLD TO
Cash
123 Tractor Street
MARTINEZ, GA 30907

Cash Order
ADDRESS OF WHICH EQUIPMENT WILL BE USED
Lot 34 Tractor Sub Division
Hometown, USA

706-364-8640

WRITTEN BY: Clint
CHECKED IN BY:
AGENT'S NAME:
JOB LOCATION: Lot 34 Tractor Sub
CAR LICENSE NUMBER:
DRIVER'S LICENSE NUMBER: XXXXX
P.O. NO. OR JOB NO.: 987654
DATE AND TIME DUE IN: 11/04/2010 2:01 PM

| Item # | Description | Quantity | Rates | M | W | D | H | Date&Time Due | Amount |
|-----------|--|----------|------------|---|---|---|---|--------------------|--------|
| 10-103-01 | Loader, Tractor, 32HP, John Deere 3203 165.00 Minimum 165.00 Day 165.00 24 Hrs 495.00 1 Week 1200.00 4 Wks Meter Out: 1363.800 Serial# LV32033H193131 | 1 | 24H 165.00 | | | 1 | | 11/04/2010 2:01 PM | 165.00 |

Delivery Instructions: Deliver to Lot 34

Weekend rentals are from Friday @ 4:00pm to Monday 8:00am for a one day rate, and no more than 8 hours on meter.

Equipment requiring fuel on return will be filled at \$2.00 per gallon.
For 24 hr service call 706-364-8640 and leave a detailed message.
CUSTOMER MUST TAKE EQUIPMENT OFF PREMISES WHEN DONE **

SAMPLE CONTRACT

1 DAY RENTAL = 8 hours running time.
1 WEEK RENTAL = 40 hours running time.
1 MONTH RENTAL = 160 hours running time.
1 MONTH RENTAL = 28 Days
WEEKEND RENTAL is due in by 8:00 a.m. Monday.

N/A WEEKLY RATES (Where not noted otherwise) are 3 times the daily rate.
MONTHLY RATES (Where not noted otherwise) are 9 times the daily rate.
EACH ADDITIONAL HOUR over the daily rate is 1/8 of the daily rate (up to 3 hrs.)
EACH ADDITIONAL DAY over the weekly rate will be charged at the daily rate.
EACH ADDITIONAL DAY over the monthly rate will be charged at the daily rate.

| | |
|------------------------|--------|
| Total Rental | 165.00 |
| Rental Tax | 2.48 |
| Delivery/Pickup | 80.00 |
| Subtotal | 247.48 |
| Sales Tax | 11.55 |
| Total | 259.03 |
| Total Deposit Required | 0.00 |
| Amount Received | 0.00 |

- Customer MUST CALL Reliable Equipment Rental Inc., for equipment pick-ups and is responsible for the equipment until it is returned, or picked up by Reliable Equipment Rental, Inc. and a return slip is issued.
- Customer is responsible for flat tires, fuel, frequently checking for safety adjustments, maintaining proper fuel levels and greasing equipment.
- Customer is responsible for contacting Reliable Equipment Rental, Inc., immediately with any problems or if equipment does not function properly 24 hours a day, 7 days a week. 364-8640.

INITIALS

I hereby acknowledge receipt of equipment subject to the stated terms on both sides of this agreement, which I have read.

X _____ AGENT

IF OTHER THAN LESSEE, SIGNER REPRESENTS HE IS AGENT OF AND AUTHORIZED TO SIGN FOR LESSEE

BY SIGNING THIS AGREEMENT CUSTOMER IS AGREEING TO LET RELIABLE EQUIPMENT RENTAL, INC. CHARGE ANY AND ALL INCIDENTAL CHARGE PURSUANT TO THE TERMS AND CONDITIONS TO THE CREDIT CARD NUMBER PROVIDED BY CUSTOMER. I HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE THE PROMPT AND FULL PAYMENT OF THE ABOVE.

The Above Prices Are An Estimate. Final Amount Will Be Calculated At Closing Of The Contract.

TERMS AND CONDITIONS OF RENTAL AGREEMENT

- 1. Lessee, Lessor** The party financially responsible to Reliable Equipment, Inc. (the "Lessor") for the rental equipment or item(s) listed on the front of this form (the "Rented Items") is the Lessee. Any individual authorized to act as an agent, or who appears to have the authority to act on the Lessee's behalf, signing this Agreement shall bind the Lessee to the terms and conditions set forth below.
- 2. Purchase Order Numbers** The use of a purchase order number on the front of this form is for the convenience of the Lessee, and the use of, or lack of, a purchase order number does not affect the terms and conditions of this Agreement in any fashion. The terms and conditions of this Agreement supersede any prior purchase requirements sent to the Lessor by the Lessee.
- 3. Ownership of Rented Items** Even if the usage of Rented Items requires that they temporarily become affixed to property owned by the Lessee, Rented Items shall at all times remain the sole property of Lessor. Nothing in this rental agreement shall be construed as an Agreement by Lessor to sell Rented Items to Lessee.
- 4. Inspection of Rented Items** Lessee has the duty and obligation to inspect all Rented Items prior to accepting them, including any items used in securing Rented Items for transporting. Lessee shall inform Lessor of any damage or other discrepancy noted by Lessee in the inspection; otherwise, the Rented Items are presumed to be in good, workable condition. The Lessee shall be responsible for all costs associated with excess wear or improper usages of the Rented Items, not noted on the inspection report.
- 5. Vehicles, Machinery, and Equipment**
 - a. Operation** If Lessor has been provided with written manufacturer's information regarding the operation of Rented Items, Lessor shall provide such information to Lessee. If such information has not been provided, Lessee has the responsibility of verifying the proper manner in which to operate the Rented Items. Lessee must be knowledgeable in safe operation of such Rented Items or arrange to have a qualified person operate the Rented Items. If required, Lessee, at its sole expense, shall ensure that all operators of Rented Items are properly licensed and/or certified to operate such equipment, and that all use of Rented Items conforms to state and federal laws, regulations, ordinances or other government requirements.
 - b. OSHA Compliance** Because Lessor has no control over the use of the Rented Items, Lessor specifically disclaims liability for non-compliance with any Occupational Safety and Health Administration Act ("OSHA") requirements.
 - c. Improperly Functioning Rented Items** Should any Rented Items fail to properly function, Lessee shall immediately discontinue using such Rented Items and shall take all appropriate steps to protect persons and property from any damage or injury. Lessee shall also immediately notify Lessor of the malfunction. Lessor shall inform the Lessee whether the malfunctioning Rented Items will be replaced or repaired, or other mutually satisfactory arrangements will be made. Lessor makes NO WARRANTIES or covenants as to the FITNESS of Rented Items. FOR ANY PARTICULAR USE, nor does Lessor warrant that the Rented Items is free from latent defects unknown to the Lessor. LESSOR EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM THE OPERATION OF USE OF MALFUNCTIONING THE RENTED ITEMS.
 - d. Liability Insurance** Lessee shall maintain liability insurance in the minimum amount requested by Lessor for the benefit of Lessor during the term of the rental agreement in which Lessee has possession of the Rented Items, unless in writing by the Lessor. Lessee shall also carry with it such other liability insurance as may be required by any safety warning label or other label on the Rented Items. Lessee shall not mutilate, destroy, or otherwise disturb such labels. If any labels are damaged or removed, Lessee shall be responsible for the cost of replacement of such labels.
- 6. Safety Warning Labels** If the Rented Items have any safety warning labels or other labels, Lessee shall not mutilate, destroy, or otherwise disturb such labels. If any labels are damaged or removed, Lessee shall be responsible for the cost of replacement of such labels.
- 7. Movement of Rented Items** Once Lessee takes possession of Rented Items, Lessor shall not be responsible for any damage to or loss of Rented Items as a result of transportation of the Rented Items until such time as the Rented Items are returned to the Lessor. Lessee is solely responsible for properly securing and transporting Rented Items. Lessor shall not be responsible for any damage to Lessee's vehicles, equipment, or machinery used in transporting Rented Items.
- 8. Payment**
 - a.** Lessee shall pay the full amount of the rental Agreement when due. Any partial payments, except by Lessee, will not affect Lessee's obligation to pay the full amount due Lessor, and such partial payments will be credited to the Lessee's account. Partial payments, if applicable, will be applied to the oldest unpaid balances before being accepted to the current rental.
 - b.** If Lessee fails to pay Lessor the amount owing when due, Lessor shall be entitled to use any and all legal remedies available to collect the monies due.
 - c.** If a disputed arises as to this Agreement or the Rented Items, Lessee shall continue to make all payment due until such time as the dispute is satisfactorily resolved.
 - d.** If Lessee returns the Rented Items prior to the end of the rental period, the amount due shall be the greater of the minimum rental amount or the daily rental rate for the time the Lessee possessed the Rented Items.
 - e.** Lessee shall be charged a 1 1/2 % late charge per month with associated to the amount remaining unpaid after 30 days.
 - f.** Lessee represents to Lessor that Lessee is capable of paying its obligations when due, and Lessee shall not be responsible for any change regarding its financial solvency, including, but not limited to, discontinuance of Lessee's business for more than thirty (30) days, merger, assignment, the bankruptcy of Lessor, or the filing of a reorganization, receivership, or bankruptcy petition. If the Lessee becomes unable to pay its bills when due, Lessee shall immediately notify Lessor and Lessee shall be obligated to provide Lessor with the necessary information to allow Lessor to recover its costs.
- 9. Lessee's Personal Guaranty** Lessee agrees to be bound by the terms and conditions of this Agreement, absolutely and personally, and Lessor that Lessee shall make payment in full of all monies due under this agreement, including but not limited to, late charges, attorney's fees, court costs, and other related costs. Lessee also agrees to waive any notices associated with the guaranty.
- 10. Theft, Loss or Damage** Theft, loss or damage to the Rented Items does not relieve Lessee of the obligation to pay the full rental amount for the Rented Items. Lessee shall maintain casualty insurance in an amount sufficient to place the Rented Items should they be stolen, damaged or lost. Such insurance shall be payable to Lessor upon any theft, loss or damage to the Rented Items. Any monies deposited with Lessor as a security deposit will be retained by Lessor in the event of any loss or damage to Rented Items. Lessee agrees to pay Lessor for any theft, loss or damage sustained by Rented Items, as well as for any rental monies lost by Lessor due to such theft, loss or damage, less any security deposits or insurance payments received by Lessor.
- 11. Loan, Assignment or Transfer of Rented Items** Lessee shall not assign, transfer, loan, or otherwise sublet the Rented Items to another party, and Lessee shall not relocate the Rented Items from the address given to Lessor at the time of rental, with prior consent of the Lessor.
- 12. Failure to Return Rented Items on Time** At, or prior to, the expiration of the rental term, Lessee shall return the Rented Items to Lessor. If the Lessee does not notify Lessor of a delay in returning the Rented Items, the Lessor shall be entitled to enter onto the Lessee's property to reclaim the Rented Items, without the requirement of any further legal process. Lessee shall be responsible for, and shall pay, any costs, replacement charges, and/or rental charges lost by Lessor due to Lessee's late return of Rented Items. Should Lessee fail to return the Rented Items on time, after twenty-four hours, the Lessor shall be entitled to declare the Rented Items stolen, and Lessor may, in its sole discretion, file a complaint with the proper authorities for theft of the Rented Items.
- 13. Information Provided by Lessee** Lessee hereby attests to Lessor that all information provided by Lessee to Lessor is truthful and accurate. Any false or inaccurate information furnished by Lessee to Lessor shall create a presumption that the Lessee was attempting to defraud the Lessor and may result in a criminal theft charge being made against the Lessee.
- 14. Indemnification** Lessee shall indemnify and defend Lessor against and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees which:
 - a.** Relate to injury or to destruction of property, or bodily injury, illness, sickness, disease or death of any person (including employees of Lessee); and
 - b.** Are caused, or claimed to be caused, in whole or in part by the equipment leased herein or by the liability or conduct (including active, passive, primary or secondary) of Lessor, its agents or employees, or anyone for whose acts any of them may be liable. The parties agree that Lessor shall only be liable or responsible for actions of willful misconduct.

Lessee shall, at its own cost and expense, defend Lessor against all suits or proceedings commenced by anyone in which Lessor is named party for which Lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by Lessor, and Lessee shall be liable and responsible for all costs, expenses and attorney's fees incurred in such defense and/or settlement, judgment or other resolution. In the event that such action is commenced naming Lessor as a party, Lessor may elect to defend said action on its own behalf and Lessee agrees that it shall be liable for all costs, expenses and attorney's fees incurred by Lessor in such defense.

Purpose of this Clause: It is the purpose of this clause to shift the risk of all claims relating to the leased property to the Lessee during the entire term of this lease.

- 15. Entire Agreement, Modification** This Agreement constitutes the entire agreement of the Lessor and Lessee as to the Rental Items and supersedes all prior representations, proposals, discussions, and communications, whether oral or written. This Agreement may not be modified without the written consent of both the Lessor and Lessee.
- 16. Invalidity** In the event any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision.
- 17. Government Law** This Agreement shall be construed in accordance with the laws of the State of Georgia.
- 18. Waiver** A waiver by either the Lessor or Lessee of any breach or failure by the other party to perform a condition or term of this Agreement shall not constitute a waiver of any subsequent breach or failure.

ABSOLUTE PERSONAL GUARANTEE

FOR VALUE RECEIVED, THE LESSEE ABSOLUTELY AND PERSONALLY GUARANTEES TO RELIABLE EQUIPMENT RENTAL, INC PAYMENT IN FULL OF ANY INDEBTEDNESS, RELATING TO THE CONTRACT ON THE REVERSE HEREOF, INCLUDING ALL INTEREST, ATTORNEY'S FEES, COSTS, COSTS, OF COURT AND OTHER CHARGES WHETHER NOW EXISTING OR HEREAFTER ARISING. THE LESSEE, HEREBY WAIVES ANY NOTICE ASSOCIATED WITH THIS GUARANTEE, AND AGREES TO BE BOUND HEREBY, NOTWITHSTANDING ANY OF THE PRINCIPAL'S OBLIGATIONS.

NEW PRODUCT SALES-TERMS AND CONDITIONS

BUYER AGREES THAT THE ONLY WARRANTIES PROVIDED WITH THIS PRODUCT(S) ARE THOSE WARRANTIES AS PROVIDED BY THE MANUFACTURER, IF ANY, AND THAT THE LESSOR MAKES NO TIE OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED.

USED PRODUCT SALES CONTRACT-TERMS AND CONDITIONS

THE BUYER HEREBY ACKNOWLEDGES THAT THE PRODUCT(S) DESCRIBED ON THE REVERSE SIDE HEREOF WHICH IS THE SUBJECT OF THIS SALE IS A "USED PRODUCT" AND IS BEING SOLD ON AN "AS IS" AND WITH ALL FAULTS BASIS.

THE LESSOR AS THE SELLER, MAKES NO EXPRESSED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE LESSOR DOES NOT MAKE ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS, FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTIES UNLESS THE LESSOR HAS SO PROVIDED IN WRITING AND THE WRITING IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE LESSOR.

THE BUYER FURTHER UNDERSTANDS THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT(S) PURCHASES IS WITH THE BUYER AND THAT SHOULD THE GOOD PROVE DEFECTIVE FOLLOWING THIS PURCHASE. THE BUYER AND NOT THE LESSOR WILL ASSUME THE ENTIRE COSTS OF ALL NECESSARY SERVICING OR REPAIRS. FURTHERMORE, THE BUYER AGREES TO DEFEND, INDEMNIFY AND HOLD THE LESSOR HARMLESS FROM ALL CLAIMS OR LIABILITIES, WHETHER SUCH CLAIMS OR LIABILITIES CONCERN LOSS OF PROPERTY REAL OR PERSONAL OR INJURY TO PERSON, AT ALL TIMES FOLLOWING THE EXECUTION OF THIS CONTRACT. THE BUYER AGREES TO PAY ALL COURT COSTS AND SEASONABLE ATTORNEY FEES AND ANY OTHER EXPENSES AS PART OF ITS OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE LESSOR FROM ALL LIABILITIES, CLAIMS, LOSSES AND DAMAGES WHICH MAY BE ASSERTED AGAINST THE LESSOR BY ANY PERSONS, PARTNERSHIPS, CORPORATIONS OR OTHER ENTITIES UNDER THIS CONTRACT OR CONCERNING THE PRODUCT(S) SOLD.