

TERMS AND CONDITIONS

Customer agrees to the following Terms and Conditions relating to the Invoice he/she has signed:

1. "Customer" means the person/entity identified on the Invoice, and any person signing the Invoice, and may be identified herein further as "you, your, Renter, Lessee" on the Contract. A Town may also be referred to as "us, we, or Lessor." "Contract" means the Invoice and the Terms and Conditions" herein. "Rented Items" are the items under the "Description" and "Item#." In the event the Customer is different from the person/entity paying for the Rented items, then Customer represents he/she is the agent of such party and has the right to charge this rental, the Customer nevertheless will remain liable for the charges and for all obligations and responsibilities of this Contract hereunder.

2. You have agreed to rent the Rented Items set forth in the Invoice for the specified term, together with all other charges which may be applicable. Additional rent will be charged for any failure to return the item on time; or have it available for pickup if that was arranged in writing. The Rented items must be returned during our normal hours of operation. All amounts owed by you will be due without any claim for reduction of any nature or setoff. You agree to pay us the sums owed, and permit us to apply any deposit toward payment; and, if additional sums are owed by you, you agree to allow us to charge your credit card for an additional day (24 hours) of rental charge for each day beyond the due date that the Rented Item(s) are not paid or the Rented items returned. As to a late rental, you will not be able to claim as a defense any "Act of God," or Force majeure, or other act out of your control. There will be no interest paid on holding the deposit. If the Rental of the Rented Items have not been extended and you fail to return the Rented item(s) when due, you agree that we may enforce our property ownership rights to the Rented item(s) and under this contract may retake the Rented item(s) and to do so, we or our agents and representatives, may enter your property and you hereby waive any right of action against us for such entry and retaking. In addition, you acknowledge that the failure to return the Rented item(s) within the rental period, or the sale or concealment of Rented item(s) are prohibited, and that such action may constitute a crime. We, in addition to any other action we take, may notify the legal authorities and take other action, including the filing of criminal complaints, subjecting you to prosecution.

3. A finance charge of 2% per month (24%) annually will be added to invoices not paid within the contract terms. You will also be responsible for any and all costs of collection of this account or re-taking the Rented Items, including but not limited to attorney fees, court costs, filing fees, and service fees.

4. You acknowledge that prior to taking the rental items(s), you examined it, saw it in operation (if applicable), and are aware of its condition and that you acknowledge it is in good condition except for any defect noted in writing on this contract. It is your responsibility to return the rented items(s) to us clean, and in the same condition, except for ordinary wear and tear. You agree to immediately discontinue the attempt to use the Rented item(s) should it at any time become unsafe or inoperable ("defect"). You must contact us within one hour of discovery of the defect and notify us of the facts. We agree, at our discretion, to make the item(s) operable within a reasonable time or provide you with a like item if available, and/or adjust the rental charges. This provision does not relieve you from the obligations imposed by other paragraphs of this Contract, and paragraph 9 of this Contract limits your damages against us.

5. You shall be responsible for the Rented Item(s) from the time the item(s) is rented out until it is returned by you to our location. If the item(s) is lost, stolen or damaged under any circumstance while rented, regardless of fault, you shall be responsible for all charges, including labor costs, the cost to replace the item or repair cost of the item(s). The cost to replace the item shall be the actual cost of purchasing the same Rented Item, plus ten percent (10%) for handling. If the item(s) is returned dirty, a cleaning charge will be imposed; a cleaning charge of \$200.00 will be incurred if a rented vehicle has been exposed to smoking of any nature.

6. You agree that you have inspected the Rented Item prior to leaving our premises, and that you are satisfied with the instructions provided by us in the proper and safe manner in which to use the Rented item(s) or that you informed us that you are familiar with the Rented item(s) and you do not need any additional instruction. You further agree that the item(s) will be used only for the purpose for which the item(s) was manufactured and intended. You are prohibited from subleasing this item to any other third party.

7. WE MAKE NO WARRANTIES AS TO THE RENTED ITEMS WHICH ARE PROVIDED TO CUSTOMER, "AS IS." WE HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, UNDER THE U.C.C CODE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY AS TO THE RENTED ITEMS.THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

8. YOU HEREBY AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE MOST THAT WE WILL BE RESPONSIBLE TO PAY TO YOU WILL BE REIMBURSEMENT FOR IS THE COST OF THE RENTED ITEMS, REGARDLESS OF THE CIRCUMSTANCES. YOU HEREBY AGREE AND WAIVE ANY OTHER DAMAGE CLAIMS WHICH YOU MAY INCUR, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES AND/OR INCIDENTAL DAMAGES, AND/OR PUNITIVE DAMAGES AGAINST US.

9. INDEMNITY AGREEMENT: TO THE MAXIMUM EXTENT PERMITTED BY KENTUCKY LAW, YOU AGREE THAT YOU ASSUME ALL RISK OF BODILY HARM, PERSONAL INJURY (INCLUDING DEATH) ILLNESS, THEFT, LOSS, AND CONTAMINATION ("Risks"), IN ANY WAY ARISING OUT OF YOUR RENTAL OF THE RENTED ITEMS, WHETHER OR NOT IT IS CLAIMED OR FOUND THAT SUCH RISKS RESULTED IN WHOLE, OR PART, FROM OUR NEGLIGENCE (OR THAT OF OUR AGENTS), FROM THE CONDITION OF THE ITEM, OR ANY OTHER CAUSE, AND YOU AGREE TO DISCHARGE, RELEASE AND INDEMINFY, DEFEND AND HOLD US HARMLESS, INCLUDING but not limited to any and all members/owners, employees, insurers, representatives, agents, successors and assigns from and against all RISKS, including but not limited to attorney fees and court costs, as well as any breach of this contract by you, and any other agents, employees, contractors, and assigns.

10. This Contract represents the entire agreement of the parties hereto, and other agreements, oral or otherwise, shall be a part hereof unless agreed to in writing. This contract shall be interpreted under Kentucky law, and any dispute shall have venue in the Campbell Circuit/District Court, Kentucky.