

**CUSTOM WAY WELDING, INC.  
EQUIPMENT RENTAL CONTRACT**

DATE: \_\_\_\_\_ DATE AND TIME OF PICKUP: \_\_\_\_\_  
DATE AND TIME OF RETURN: \_\_\_\_\_  
CUSTOMER NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PRICE PER HOUR/DAY/WEEK: \_\_\_\_\_ LATE FEE PER HOUR/DAY/WEEK: \_\_\_\_\_  
DEPOSIT DUE AT PICKUP: \_\_\_\_\_  
REMIT PAYMENT TO: Custom Way Welding, Inc.  
2217 N. Dayton Lakeview Road, New Carlisle, OH 45344

Equipment rented: \_\_\_\_\_

**TERMS AND CONDITIONS OF RENTAL**

In consideration of the leasing of the Equipment described above, by the undersigned (hereinafter referred to as the "Lessee") from Custom Way Welding, Inc. (hereinafter referred to as the "Lessor"), upon the terms and conditions, and for the price herein specified, it is agreed as follows:

1. RENTAL TERM begins on the date and time specified above. This Contract is effective upon the earlier of Lessee's signature or acceptance of delivery of the Equipment. Rental charges commence upon delivery of Equipment to Lessee and end upon return of Equipment to Lessor's premises. Lessor may terminate Rental at any time and take possession of the Equipment. Lessee agrees to pay, upon return of Equipment to Lessor's premises, all charges and costs for the use thereof.
2. CONDITIONS OF CONTRACT. Lessee accepts and hires the Equipment on an "as is" basis. Lessee acknowledges receipt of all the equipment in good working condition and repair and declares that Lessee fully understands its proper operation and use. Lessee acknowledges and declares that Lessee has examined the Equipment and Lessee declares that Lessee has received all such Equipment in a secure and operative condition. Lessee agrees to return the Equipment to Lessor's premises upon the expiration and due date hereof in as good condition as when received by Lessee.
3. EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR. Lessee agrees to discontinue use of the Equipment should it at any time become unsafe or in a state of disrepair. Furthermore, the Lessee will immediately notify Lessor that the Equipment is unsafe or in disrepair and until such time as Lessor has regained possession the Lessee agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Equipment or product.
4. COMPLIANCE WITH LAWS. Lessee agrees to comply with all laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and in use by the Lessee. Lessee shall not permit any person who is not legally qualified to use the Equipment.
5. PERMITTED AREA OF USE OF EQUIPMENT. Without Lessor's prior written consent, Lessee shall not remove the Equipment, from the state in which it is rented.
6. LESSEE'S LIABILITY. Lessee shall not misuse the Equipment or permit any repairs to be made or lien to be placed upon the Equipment without Lessor's written consent. In the event of any accident or

casualty resulting in bodily injury or property damages arising out of Lessee's use and hiring of said Equipment, Lessee agrees to accept all responsibility therefor and shall hold Lessor harmless from any claims or action arising therefrom. Lessee shall furnish Lessor with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, in case of the loss or destruction of the Equipment, in whole or in part, or of loss of possession thereof, or inability to return the same to Lessor on the expiration and due date, for any reason whatsoever, Lessee shall pay Lessor the actual replacement cost thereof, and in addition thereto Lessor's loss of use of said Equipment.

7. **DISCLAIMER OF WARRANTY AND LIMITATION OF DAMAGES.** Lessor does not provide any express or implied warranties of merchantability or of fitness of the equipment. Lessor shall not be liable for any incidental, special or consequential damages, including, but not limited to, any liability, claim, loss, damage or expense caused directly or indirectly by the Equipment, any deficiency or defect therein, or by the use, maintenance, repair or service thereof, or by the inability to use the Equipment and any loss of business or profits related thereto. Lessee also acknowledges and agrees that no agent, employee or representative of Lessor has any authority to bind Lessor to any affirmation, representation, warranty, condition, covenant or obligation regarding this Contract or the Equipment beyond that stated in this Contract.

8. **USE OF DEPOSIT, AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY LESSEE.** Lessee acknowledges that the purpose and intent of the deposit paid by Lessee hereunder is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each and all of the terms, covenants and agreements to be performed by Lessee hereunder. Lessee agrees to pay a late payment penalty as set forth at the beginning of this Contract on all delinquent accounts.

9. **INDEMNIFICATION AND WAIVER OF LIABILITY.** Lessee expressly indemnifies and holds Lessor harmless of, from and against any and all claims, loss, costs, damages, attorney's fees, and/or liability in connection with the hiring and use of the Equipment regardless of whether a lawsuit is filed. In the event a suit is instituted by Lessor to recover possession of said Equipment, or to enforce any of the terms, conditions or provisions hereof, Lessee agrees to pay all costs and reasonable attorney's fees of Lessor incurred in connection therewith. The Lessee accepts the equipment described herein from the Lessor with the understanding and Agreement that the Lessor assumes no liability, obligation or duty with regard to Lessee's operation, use and rental of Equipment described herein and further Lessee hereby waives any claim, loss, liability, damage, cost, expense, action, or cause of action against Lessor arising from the Lessee's operation, use and rental of the equipment described herein.

10. **TITLE.** Title to the Equipment is and shall remain in possession of Lessor. If the Equipment is levied upon for any reason whatsoever, Lessor may retake the Equipment without notice or legal process, and may take all action reasonably necessary to do so.

11. **CDL LICENSE.** Certain equipment requires a CDL license in order to lawfully use and operate such equipment. If Lessee is renting such equipment Lessee must provide evidence of such license to Lessee and initial here to confirm such license is valid and in good standing: \_\_\_\_\_

12. **INSURANCE:** By initialing the box below, Lessee acknowledges that Lessee is appropriately insured and such insurance covers any potential damages to the equipment or third parties' equipment or persons caused by the actions of Lessee. Acknowledged: \_\_\_\_\_

CUSTOM WAY WELDING, INC.

RENTING PARTY:

By: \_\_\_\_\_

\_\_\_\_\_