

AJAX ENVIRONMENTAL & SAFETY SUPPLY, INC.

TERMS AND CONDITIONS

1. Lessee agrees to use the equipment in a careful, prudent manner and to comply with all of the terms and conditions of this agreement. Lessee further agrees not to loan, sublet, mortgage or otherwise dispose of or alter equipment without the written consent of Lessor. In the event that the equipment is stolen Lessee will be responsible for the replacement cost of the equipment.
2. The rental period begins on the equipment at the time it is received at the Lessee's premises or requested location. Rental period ends the day before arrival back at Lessor's office. This policy will be held true unless a written agreement is made between the Lessee and Lessor prior to the rental start date.
3. It is agreed that the equipment shall be returned to Lessor in the same condition in which it was received by Lessee; and the Lessee shall be responsible for all damage, repairs, and maintenance while the equipment is in the Lessee's possession, and also all repairs and maintenance made necessary by Lessee's use of the equipment. If the equipment becomes disabled, Lessor will be responsible for furnishing substitute equipment, and will for no reason be held liable for special or consequential damages resulting from such disablement.
4. Lessee agrees to indemnify and hold harmless from and against all liability and expenses (including attorney's fees) howsoever arising or incurred, based upon damage to property or injury to, or death of any person arising out of / or attributable to the Lessee's possession or use of the equipment.
5. Lessee is responsible for all delivery fees or costs to and from the Lessor's premises or requested site. Lessee will be responsible for any damages to or lost equipment during the return. It is the Lessee's responsibility to properly package all equipment prior to shipping and to ensure that it is returned in a expedited manner.
6. Lessee agrees that if it fails to pay the rent when due, or if it commits an act of bankruptcy, goes into receivership, or fails to abide by any of the provisions of this agreement, or if the Lessor at any time considers in it's sole discretion that the equipment ought to be returned, the Lessee will return said equipment forthwith to the Lessor. Lessor has the right and privilege, upon reasonable notice to the Lessee, to inspect the equipment on the premises of the Lessee or whatever located and to observe the use of the equipment.
7. The maximum rental increment for a single invoice is one calendar month. All payments are due upon rental completion and collected via credit card unless net 30 terms have been offered. In which case, invoices are payable within thirty (30) days of the invoice date. A service charge shall be assessed on all delinquent accounts, which remain thirty (30) days past due.
8. The Lessee shall pay the Lessor all costs and expenses, including Attorney's fees, incurred by the Lessor in exercising any of it's rights or remedies hereunder or in enforcing any of the terms, and conditions hereof. The venue for legal proceedings concerning this contract shall be Harris County, Texas.
9. Lessor makes no express or implied warranties of merchantability or fitness for a particular purpose with respect to this rented equipment and hereby disclaims the same.

Lessee: _____ Print: _____

Date: _____ Company Name and Address: _____

