

Rental Contract Terms and Conditions

1. Physical Conditions of Rental Item(s)

You acknowledge that prior to taking the rented item(s), you examined it, saw it in operation (if appropriate), and are aware of its condition and that it's in good condition except for any defect noted on this contract. It is your responsibility to return the rented item(s) to St. Augustine Rental in the same condition, except for ordinary wear and tear. If the item(s) is not in proper working condition you must contact us immediately to get an exchange or replacement, failure to do so will result in full charge regardless of condition.

2. Responsibility for Equipment

From the time the item(s) is rented out until it is returned, you are responsible for it. If the item(s) is lost, stolen, or damaged under any circumstances while rented, this is including weather or any other act of god regardless of fault, the customer shall be responsible for all charges, including labor costs to replace or repair the item(s). If the item(s) is returned not clean, a cleaning charge will be imposed.

3. Item(s) Failure

You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately (1 hour or less) notify St. Augustine Rental of the facts. St. Augustine Rental agrees in its discretion to make the items operable within a reasonable time, or provide you with a like item if available, or make the item available at another time, or adjust the rental charges, this provision does not relieve you from the obligations imposed by other paragraphs, including 2 or 4. In all events, St. Augustine Rental should not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rented item.

4. Return of Item(s)

The rented item(s) is St. Augustine Rental Property and is rented to you subject to this contract for rental charges and for the period of time noted on the front. If you desire to extend the term of this contract (see paragraph 7). If this contract has not been extended and you fail to return the item(s) when due in, St. Augustine Rental to enforce its property ownership of the item(s) and to protect its interest under this contract, may retake the item(s) at any time and to do so St. Augustine Rental or its representatives may enter your property and you hereby waive any right of action against St. Augustine Rental for such enter and retaking, in addition, you acknowledge that the failure to return rented item(s) within the contracted time and the sale of concealment of rented item(s) are prohibited and that such action may constitute a crime. St. Augustine Rental, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints subjecting you to prosecution.

5. Charges and Payments

Time is money. You are responsible for rental charges from the time the item(s) is "Rented out" as specified on the front until it is "Returned" and other charges hereunder. Return the item(s) promptly, and clean and in good condition.

You and your representative agent or principal shall be responsible for and shall pay St. Augustine Rental all charges hereunder. All charges are due upon receiving the item(s). If the rental charges are charged to someone other than the renter, the renter represents he is the agent of such party and has the right to charge such rental. The renter nevertheless will remain hereunder if the rental charges are not paid within 10 days of their due date. St. Augustine Rental at its discretion may recalculate all charges on a daily rental rate basis.

6. Collection Costs

You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting and charges under this agreement. In retaking the rented item(s) or otherwise in enforcing the terms of this contract.

7. Modification of Contract

This paperwork represents our entire contract and there are not collateral, oral or other agreements of outstanding. None of St. Augustine Rental's rights may be changed and no extension of the term of this

Contract may be made in writing and signed by St. Augustine Rental and made part of this contract.

8. Inactive Crew Time

Inactive crew time will be assessed at 20.00 per half hour per man.

9. Damage or injury

A. Lessor assumes no responsibility for damage or injury sustained by the use of our merchandise or equipment while in your care

B. We are as careful as possible, but due to the nature of our work, St. Augustine Rental is not responsible for damages to shrubs, trees, underground systems, etc.

10. Damage Waiver

If you pay the Damage Waiver Charge as specified, subject to the limitations and exclusions on below, St. Augustine Rental agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented item(s) on this contract and for loss due to fire, collision, windstorm, upset and not. We exclude from the waiver, however, any loss or damage, mysterious disappearance or any loss due to your failure to care for the rented item(s) as a prudent man would his own property. St. Augustine Rental reserves the right to charge you accordingly if you fail to follow these Provisions.

DAMAGE WAIVER does not apply under the following conditions:

A. Loss or damage as a result of theft, vandalism, or malicious mischief.

B. Loss cause by willful, neglect, misuse or abuse

C. Unexplained loss or mysterious disappearance

D. Theft, conversion or other dishonest act on part of any person or persons to whom the issued property is entrusted or any person or persons in the service or employment of the lessee whether or not occurring during the hours of such service or employment.

E. Equipment left unsecured

F. Use of equipment in any violation of any terms of this agreement.

I fully understand the above mentioned, and assume all responsibility

Signature _____ Date _____