

TERMS AND CONDITIONS

1. **DEFINITIONS.** The term "Company" refers to Shiver Equipment Company, LLC. The terms "Customer", "you", "yourself", and "your" refer to renter of the items indicated on the reverse side. The terms "item" or "items" refer to such rental equipment. Both sides of this document are referred to as the "Rental Contract".
2. **CUSTOMER ACKNOWLEDGMENT.** You acknowledge that the items you are renting are the property of the Company. You further acknowledge that prior to signing this Rental Contract, you had the opportunity to read it and also to read any applicable instructions and warnings, provided by the manufacturer of the items. You also acknowledge that you have been afforded the opportunity to examine the items, see them in operation (if appropriate), and that **you received the items in good condition**, except for any damage that does not affect the performance of the items, and that has been specifically noted by either the Company or yourself on the reverse side of this Rental Contract prior to you signing it, and **that you are obliged to return the items to the Company in the same condition except for ordinary wear and tear.** You agree that you are satisfied with the instruction given by the Company in how to properly use the items, or if none was given, that you represented that you were knowledgeable in the proper use of the items and declined such instruction.
3. **USE OF EQUIPMENT.** You agree to use the items only for the purpose for which they were intended. You further agree to use the items in strict accordance with any and all applicable instructions and warnings, if any, pertaining to them. **You agree not to transfer the items to any other person, not to further lease or sublease them, and not to permit them to be operated by others.** Your failure to honor your obligations under the previous two sentences is a breach of this rental contract and a default on your part.
4. **RESPONSIBILITY FOR EQUIPMENT.** **You agree that you are responsible for the safekeeping of the items from the time you rent them until the time you return them to the Company. You agree to return the items to the Company in the same condition as you receive them, less ordinary wear and tear.** If the items are damaged in any way under any circumstances while you are renting them, you agree to be responsible for all charges for parts, labor, and repairs. If the items cannot be repaired or if the cost of repair exceeds an item's fair market value, or if an item is lost, stolen or misplaced while you are renting it, then you agree to pay the Company the item's fair market value. If you return any item in an unclean condition, you agree to pay additional cleaning charges, as established by the Company. The payments described in the previous two sentences may not be your only obligation in these cases. The company has other rights under paragraphs 8 and 9 of this rental contract.
5. **PROBLEMS WITH EQUIPMENT.** **If any problems with the use or operation of an item occurs while you are renting it, or if it appears that an item might have become unsafe or might require repair, you agree that you will immediately discontinue all further use or attempts to use it, and that you will contact the Company promptly.** In such a case, the Company reserves the sole and exclusive discretion to repair or replace the item within the reasonable time after you return it, or to adjust the rental, or both.
6. **RELEASE, INDEMNIFICATION AND EXCLUSION OF CERTAIN WARRANTIES.** You agree to assume all risks in the use and operation of any and all of the items. you agree that you will have full and complete responsibility to defend the company and to indemnify and hold the company harmless by paying for any and all claims for property damage, bodily injury and death resulting from your rental, use, operation or possession of any of the items, even if the damage or injury resulted from defective items, or for any other reason. You also hereby release the company from all of the types of claims described in the previous sentence. You also agree that all equipment is rented to you "as is" without any warranty of merchantability, fitness for a particular purpose or any express or implied warranty of any kind whatsoever.
7. **LATE RETURN.** You understand and agree that the items are leased to you for the period of time and at the rental rate shown on the reverse side. **If you want to extend the rental beyond this time, you must immediately notify the Company.** The Company reserves the right to approve or deny any request by you to extend the rental. The Company also reserves the right to establish a different rental rate for any extension that it approves. If you fail to return any item when due, the Company may protect its property and contract rights by entering your property to retake the item, and you hereby waive any claims or right of action against the Company in connection with such an entry or retaking. Also, you acknowledge that the refusal to return any item when due, any sale of an item, or any concealment of an item from the Company may constitute crimes, and in such event, that the Company, in addition to its other rights, may contact the authorities and/or file criminal complaints.
8. **PAYMENT AND COLLECTION COSTS.** All rental or other charges that have not been paid by you in advance are due upon the return of the items to the Company, or the Company's demand. You agree, in addition, to pay all reasonable attorney's fees, collection fees, and other expenses that the Company may incur in collecting any charges that are due from you, and in otherwise exercising any of the Company's rights or remedies and in enforcing your obligations under this Rental Contract. If you have rental or other charges billed to a business or person other than yourself, you represent to the Company that you are the authorized agent of that business or person, but agree to remain responsible for all charges, responsibilities and obligations under the Rental Contract. If the rental charges owing are not paid within ten (10) days of the due date, you agree that the Company may recalculate charges on a daily rental basis.
9. **CUMULATIVE RIGHTS AND REMEDIES.** The Company reserves all of the rights and remedies that are available to it under law. These rights and remedies are cumulative. The fact that a payment or a remedy may be stated in this Rental Contract does not exclude any additional rights or remedies that may be available to the Company under law.
10. **JURISDICTION AND DISPUTE RESOLUTION.** Customer agrees that any dispute concerning any right, claim, suit or remedy arising out of this contract shall be resolved, first by mediation, and if no amicable agreement is reached, then the customer's claim or complaint shall be submitted to binding arbitration. Should Company have any have any right, claim, suit or remedy arising out of the contract, Company may agree to mediate the dispute, submit the dispute to binding arbitration or Company may seek relief at law and or equity in the several courts of Sumter County, Georgia. The terms and provisions of this contract and any disputes arising therefrom, shall be controlled by the laws of the state of Georgia. All parties hereto expressly submit themselves or itself to the jurisdiction of Sumter County, Georgia and the several courts located therein.
11. **WAIVER AND SEVERABILITY.** The waiver by either party of any breach of any provision contained in this contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this contract. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance or dealing between the parties contradictory to the terms hereof. All provisions of this contract are severable, and the unenforceability or invalidity of any provision will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in the contract have no substantive meaning or content and are not part of this contract.
12. **COMPLETENESS OF CONTRACT; MODIFICATION AND WAIVER.** This Rental Contract is intended to be the complete and exclusive statement of terms of the agreement between the Company and the Customer. There are no side agreements either verbal or written. There can be no future changes verbally or by any means other than a signed writing by the Company and made a part of this Rental Contract. The acceptance of any payment by the Company or the failure by the Company to exercise any of its rights or remedies does not waive any default or breach of the Customer's obligations under this Rental Contract.