

M.T. McArdle Company Equipment Rental Contract

ATTENTION :

1. Equipment to be utilized

Rental Rate Daily \$
Weekly \$
Monthly \$

2. Notice of Defects

Unless lessee gives lessor written notice of a defect to an item of equipment within four hours after receipt thereof, it shall be conclusively presumed as between lessee and lessor, that the item was delivered in good repair and that lessee accepts it as an item of equipment described in this Agreement.

3. Terms

The billing period shall commence on the day after the lessor ships the equipment and terminates on the day that the equipment is returned to the office of lessor. Billing terms shall be Net 30 days with approved credit. Rentals shall be F.O.B. Gibsonia, PA. All freight charges shall be billed to lessee's account. Airport to airport service is available for an additional charge of \$150 each way plus freight charges (\$250 on weekends or holidays).

4. Use

Lessee shall use the equipment in a careful manner and shall comply with all laws relating to its possession, use or maintenance.

5. Alterations

Lessee shall not make any alterations, additions or improvements to the equipment.

6. Loss and Damage

Lessee shall bear the entire risk of loss, theft, damage or destruction of the equipment.

(A) Pursuant to paragraph (2) herein, it shall be presumed, unless notice is received by lessee, equipment is in working order. The parties hereto conclusively agree that lessor shall have sole discretion in determining whether the leased equipment has been returned in working order or whether same is in need of repairs.

(1) Any damage done to the subject equipment shall be repaired by the lessor and billed to the lessee at two times the repair cost to compensate lessor for lost rental use.

(B) In the event of loss or complete destruction of the subject equipment, lessee shall be responsible for the full cost of said equipment upon presentation by lessor of valid documentation as to ownership and value.

7. Idemnification

Lessee hereby agrees to idemnify Lessor, MTM equipment company, and to hold lessor harmless from and against any damage, loss or deficiency, including, but not limited to, costs of suit and reasonable attorneys' fees, arising out of or resulting from any injury, illness or

death of any individual which is alleged to result in any way of manner from the subject equipment during the period of this lease.

Where Lessor shall have notice of any suit, claim or demand whatsoever which could constitute a matter to be defended against and indemnified by Lessee hereunder, Lessor shall promptly notify Lessee in writing of such suit, claim or demand. In the event Lessee shall fail to contest and resist or conclusively settle any such matter within a reasonable time after receiving written notice thereof, Lessor shall have the right to satisfy and discharge the same by settlement, suit or otherwise and the amount so expended, together with reasonable attorneys' fees shall then immediately become due and payable by lessee to Lessor upon demand.

Rental Period

Ship To _____

Telephone _____

Fed Ex
Account # _____
(If no account number,shipping charges will be added to invoice)

Lessee

Telephone _____
Fax _____
By (Print) _____
By (Sign) _____

Purchase Order _____
or _____
Credit Card/Exp Date _____

Billing Address

Dated / M.T. McArdle Co.

191 Logan Rd., Gibsonia, PA 15044
724.625.2977 fax 724.625.1017