DeRidder LA Real Estate,LLC 142 Jodie Williams Road, Suite DRE DeRidder LA 70634 (337) 419-2080 (866) 415-7108 fax

Job Site Address

Office:

Cell:

# **Rental Invoice / Rental Agreement**

Customer # :
Invoice Date :
Rental Out :
Rental In :

Customer Job ID:
P.O. # :
Ordered By :
Reserved By :
Salesperson :

Terms: Due Upon Receipt

REMIT TO: DeRidder LA Real Estate,LLC 142 Jodie Williams Road, Suite DRE

Page:

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DeRidder LA 70634

RENTAL	ITEMS:		***************************************				
Oty	<u>Equipment</u>	Description	Minimum	Day	Week	4 Week	Amount

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

## RENTAL AGREEMENT ADDITIONAL TERMS AND CONDITIONS

- 1. **DEFINITONS.** "Rental agreement" means this rental agreement, including the front and back pages of the rental agreement as well as any addendum attached hereto. DeRidder LA Real Estate, LLC is identified on the first page of this rental agreement from whom the customer has rented the equipment. "Equipment" means any one or more of the items identified as such on the first page of this rental agreement and any accessories, attachments or other similar items delivered to customer, including, but not limited to air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. "Customer" means the person or entity identified as such on the first page of this rental agreement or any representative, agent, officer, or employee of customer. "Store location" means the DeRidder LA Real Estate, LLC address in the upper left hand corner on the first page of this rental agreement.
- "Rental Period" means the period of time between the "Date out" and "Date due in," set forth on the front page of this rental agreement, except that the rental period may terminate earlier as provided in sections 17 and 22 hereof.
- **2. AUTHORITY TO SIGN.** Any individual signing this rental agreement represents and warrants that he or she is of legal age, and has the authority and power to sign this rental agreement on their own behalf or for the customer.
- 3. INDEMNITY / HOLD HARMLESS. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMIFY, DEFEND AND HOLD DeRidder LA Real Estate, LLC, AND ANY OF ITS RESPECTIVE OFFICERS, AGENTS, ANY AND ALL LIABILITY, CLAIM, LOSS, DAMAGE, OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS, FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGES, BODILY INJURY, OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST DeRidder LA Real Estate, LLC BASE UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY DeRidder LA Real Estate, LLC FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY TO INTERTIONAL MISCONDUCT OR SOLE NEGLIENCE OF DeRidder LA Real Estate, LLC. IN FURHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFTY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL IMITATIONOF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFTY WILL CONTINUE IN FULL FORCE AND AFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE CONTRACT.
- 4. INSPECTION OF EQUIPMENT. Customer acknowledges that customer has inspected the equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for customer's needs. Customer further acknowledges that customer inspected the propulsion tank of vehicles registered and licensed, or require to be registered and licensed, for use on any highway or public road use, prior to taking possession thereof, and such propulsion tank contained no dyed fuel. Customer is familiar with the proper operation and use of each item of equipment. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the equipment to customer's towing vehicle caused by detachable hitches or mirrors.
- 5. LIMITATION OF LIABILITY. In no event shall DeRidder LA Real Estate, LLC be responsible to customer or any other party for any loss, damage, or injury caused by, resulting from or in any way connected with the equipment, its operation or its use. DeRidder LA Real Estate, LLC's failure to deliver the equipment as required hereunder, or DeRidder LA Real Estate, LLC's failure to repair or replace non-working equiment or (ii) DeRidder LA Real Estate, LLC be liable for any incidental, consequential, punitive or special damages. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the equipment from the time the equipment is delivered to customer until the equipment until the equipment is returned to DeRidder LA Real Estate, LLC and will take all necessary precautions to protect all persons and property from injury or damage from the equipment.

#### 6. USE OF EQUIPMENT.

**A.** Customer will not use or allow anyone to use the equipment: (a) for an illegal purpose or in an illegal manner (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at

customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A. and the internal revenue code) which may apply to the use of the equipment. Customer's shall not insert, or permit to insert, any dyed fuel into the propulsion tank of vehicles registered and licensed, or require to be registered and licensed, for use on any highway or other public road. CUSTOMER AGREES TO DEFEND, INDEMNIFTYAND HOLD DERIDGE LA Real Estate, LLC HARMLESS FROM ALL FINES, PENALITES AND COSTS INCURRED BY DERIDGE LA Real Estate, LLC DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES. Customer agrees to check filter, oil, fluid levels, and tire air pressure, to clean and visually inspect the equipment daily and to immediately notify DeRidder LA Real Estate, LLC when equipment needs repair or maintenance. Customer acknowledges that DeRidder LA Real Estate, LLC has no responsibility to inspect the equipment while it is in customer's possession. DeRidder LA Real Estate, LLC shall have the right to replace the equipment with other similar equipment at any time and for any reason.

- 7. DISCLAIMER OF WARRANTIES. DeRidder LA Real Estate, LLC makes no warranties, express or implied, as to the merchantability of the equipment or its fitness for any particular purpose. There is no warranty that the equipment is suited for customer's intended use, or that it is free from defects. Except as may be specifically set fourth in this rental agreement, DeRidder LA Real Estate, LLC disclaims all warranties, either express or implied, made in connection with this rental transaction.
- 8. MALFUNCTIONING EQUIPMENT. Should the equipment be involved in an accident, become unsafe, malfunction or require repair, customer shall immediately cease using the equipment and immediately notify DeRidder LA Real Estate, LLC. If such condition is the result of normal operation, DeRidder LA Real Estate, LLC will repair or replace the equipment with similar equipment in working order, if such replacement equipment is available. DeRidder LA Real Estate, LLC has no obligation to repair or replace equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the equipment to the store location within 24 hours from the time of defect in order to terminate rental charges.
- RETURN OF EQUIPMENT/ DAMAGE & LOST EQUIPMENT. At the expiration of the rental period, customer will return the equipment to the store location during DeRidder LA Real Estate, LLC's regular business hours, such equipment to be in the condition and repair as when delivered to customer, subject to reasonable wear and tear, as defined below. In the event that DeRidder LA Real Estate, LLC has agreed to pick up the equipment from customer, customer shall notify in writing that the equipment is off rent and shall obtain an off rent confirmation number from DeRidder LA Real Estate, LLC. DeRidder LA Real Estate, LLC shall endeavor to pick up the equipment within a commercially reasonable period of time after the equipment is called off rent. Customer shall be liable for all damages to or loss of the equipment from the time the equipment leaves the store location until the equipment is (a) returned to the store location, including any damage during transit to or from customer; or (b) picked up by DeRidder LA Real Estate, LLC after issuance of an "off rent" confirmation number. In the case of the loss or destruction of any equipment, or inability or failure to return same to DeRidder LA Real Estate, LLC for any reason whatsoever. Customer will pay DeRidder LA Real Estate, LLC the then full replacement list value of the equipment together with the full rental rate as specified until such equipment is replaced. If the equipment is returned in a damaged or excessively worn condition, customer shall pay DeRidder LA Real Estate, LLC the reasonable cost of repair and pay rental on the equipment at the regular rental rate until all repairs have been completed. DeRidder LA Real Estate, LLC shall be under no obligation to commence repair work until customer has paid to DeRidder LA Real Estate, LLC the estimated cost therefor.
- 10. REASONABLE WEAR AND TEAR. Reasonable wear and tear of the equipment shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one shift (8 hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear; (a) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) except where DeRidder LA Real Estate, LLC expressly assumes the obligation to service or maintain the equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operations and maintenance manual; (c) damage resulting from any collision, overturning or proper operation, including overloading or exceeding the rate of capacity of the equipment; (d) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the equipment shall be made to the reasonable satisfaction of DeRidder LA Real Estate, LLC and in a manner which will not adversely affect the operation, manufacturer's design and value of the equipment.

- 11. LATE RETURN. Customer agrees that if the equipment is not returned by the end of the Rental Period. DeRidder LA Real Estate, LLC, in its sole discretion, may require customer to do any of the following: (a) continue to pay the rental rate(s) applicable to the equipment as specified on the front page of this rental agreement, (b) for periods less than 24 hours, pay the full daily rental rate applicable to the equipment, or (c) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the rental period.
- RENTAL PERIOD / CALCULATION OF CHARGES. 12. Rental charges commence when the equipment leaves the store location and end when the equipment is returned to the store location during DeRidder LA Real Estate, LLCs regular business hours. Rental charges do not include the cost of fuel, any applicable taxes, cost of delivery and pick-up of the equipment, transportation surcharges, environment charges or other miscellaneous charges. Fuel costs are not included in the cost of delivery and pickup. At the end of each rental fuel is topped off in the rental equipment as well as hauling equipment if applicable and settled from the damage deposit. In the event that DeRidder LA Real Estate, LLC has agreed to pick up the equipment from customer, Customer shall notify DeRidder LA Real Estate, LLC in writing that the equipment is "off rental" and obtain an "off rental" confirmation number from DeRidder LA Real Estate, LLC, at which time rental charges shall no longer be assessed, unless otherwise provided, herein. Rental charges accrue during Saturday, Sundays and Holidays. Rental rates are for normal usage based on an 8 hour day, 40 hours per week and 160 hours per 4 week period. On power equipment, operations in excess of one shift will be as follows: 1.5 times rental charges for double shift and 2 times the rental charges for triple shift. Customer will truthfully and accurately certify to DeRidder LA Real Estate, LLC the number of shifts the equipment was operated. Customer's right to possess the equipment terminates on the expiration of the rental period and retention of possession after this time is a material breach of this agreement. TIME IS OF THE ESSENCE.
- 13. **DEPOSIT.** In addition to securing the payment of rental charges hereunder, customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms, covenants and agreements to be performed by customer hereunder, and in the event of any breach by customer, the deposit will be credited against any damage, cost or expense incurred by DeRidder LA Real Estate, LLC as a result of the breach.
- **14. PAYMENT.** All amounts due hereunder shall be payable in full upon receipt of invoice by Customer, Customer acknowledges that timely payment of rental charges is essential to DeRidder LA Real Estate, LLC's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and DeRidder LA Real Estate, LLC agree that there shall be added to all past due rental charges late payment fee equal to the lesser of 2% per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law.
- 15. TITLE / NO PURCHASE OPTION / NO LIENS. This rental agreement us not a contract of sale, and title to the equipment shall at all times remain with DeRidder LA Real Estate, LLC. Unless covered by a specific supplemental agreement signed by DeRidder LA Real Estate, LLC, customer has no option or right to purchase the equipment. Customer shall keep the equipment free and clear of all mechanics and other liens and encumbrances.
- **16. TIRE AND TUBE REPAIR OR REPLACEMENT.** Repair or replacement of tires and tubes is the responsibility of customers, and is not included in the rental rate.
- 17. **DEFAULT.** Customers shall be deemed to be in default should customer in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Agreement, or should DeRidder LA Real Estate, LLC anticipate that customer may become insolvent or that customer may otherwise become in default. If customer is in default, DeRidder LA Real Estate, LLC may do any one or more of the following: (a) terminate the rental period; (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (c) cause DeRidder LA Real Estate, LLCs employees or agents, with notice but without legal process, to enter upon customer's property and take all action necessary to retake and repossess the equipment, and customer hereby consents to such entry, re-taking and re-possession and hereby waives all claims of damage and losses, physical and pecuniary, cause thereby shall pay all cost and expense incurred by DeRidder LA Real Estate, LLC in retaking and repossessing; (d) pursue any other remedies available by law. Customer shall be considered "insolvent" if customer (I) shall generally not pay or shall be unable to pay, or shall admit its inability or anticipated inability to pay its debts as such debts become due; or (ii) shall make

an assignment for the benefit of creditors, or petition or apply to any apply to tribunal for the appointment of custodian, receiver, or trustee for it or a substantial part of its assets: or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (iv) shall have had any such petition or applicable filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or (v) shall take any action indicating its consent to, approval of, or acquiescence in such petition, applicable, proceeding, or order for relief of the appointment of a custodian, receiver or trustee for all or any substantial part of its properties.

- 18. CUSTOMER'S INSURANCE COVERAGE. Customer agrees to maintain and carry, at customer's sole cost, the following insurance: (a) property insurance for the full replacement cost of the equipment, including coverage for all risks of loss or damage to the equipment. Such coverage will include, but not be limited to, risk of loss arising, out of the maintenance, operation, possession or use of the equipment; (b) auto liability insurance with at least a per occurrence limit of \$2 million: and (c) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) for any property damage, bodily injury or personal and advertising injury arising out of the maintenance, operation, possession or use of the equipment with combined single limits of insurance not less than \$2 million per occurrence and \$4 million in the aggregate. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by DeRidder LA Real Estate, LLC. DeRidder LA Real Estate, LLC shall be named as an additional insured for liability insurance and additional loss payee for property insurance. Any deductibles or self insured retentions shall be the sole recovery against DeRidder LA Real Estate, LLC or its insurers by the customer and its insurers, as well as a waiver of subrogation against DeRidder LA Real Estate, LLC or its insurers. The policies required hereunder shall provide that DeRidder LA Real Estate, LLC must receive not less than 90 days notice prior to any cancellation. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST ELECT TO NAME DeRidder LA Real Estate, LLC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE.
- 19. NO ASSIGNMENT, LENDING OR SUBLETTING. Customer shall not sublease, subrent, assign or loan equipment without first obtaining the written consent of DeRidder LA Real Estate, LLC, and any such action by customer, without DeRidder LA Real Estate, LLCs written consent, shall be void. Customer agrees to use and keep the equipment at the job site set forth on the first page of the rental agreement unless DeRidder LA Real Estate, LLC approves otherwise in writing. DeRidder LA Real Estate, LLC may at any time, without notice to customer, transfer or assign this Rental Agreement or any equipment or any moneys or other benefits due or to become due hereunder.
- 20. ENTIRE AGREEMENT / ONLY AGREEMENT. The Rental Agreement, including the front and back pages of the Rental Agreement, and any Addendum attachment hereto, represent the entire agreement between the customer and DeRidder LA Real Estate, LLC with respect to the equipment and the rental of the equipment. There are no oral or other representations or agreements not included herein. None of DeRidder LA Real Estate, LLC's rights or customer's rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both DeRidder LA Real Estate, LLC and customer. Any use of customer's purchase order number on this Rental agreement is for the customer's convenience only and terms and conditions, whether oral, or written, that are different or has inconsistent with the terms contained herein are hereby rejected by DeRidder LA Real Estate, LLC.
- **21. ORDER OF PRECEDENCE.** The terms and conditions of the Rental Agreement shall be control over any conflicting preprinted terms and conditions contained in customers purchase order or similar documents.

#### 22. OTHER PROVISIONS.

- A. Any failure of DeRidder LA Real Estate, LLC to insist upon strict performance by customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of DeRidder LA Real Estate, LLC's right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provision hereof against DeRidder LA Real Estate, LLC as the drafts person of this Rental Agreement.
- **B.** Customer agrees to pay all reasonable costs of collection, court, attorneys fees and other expenses incurred by DeRidder LA Real Estate, LLC in the collection of any charges due under Rental Agreement or in connection with the enforcement of its terms.
  - C. Customer shall pay the rental charge(s) without any offsets, deductions or claims.
- **D.** The federal and state courts in the county in which the store location shall have exclusive jurisdiction over all matters relating to this Rental Agreement. **TRAIL BY JURY IS WAIVED.** In order to effect service of process on

DeRidder LA Real Estate, LLC, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the registered agent and the registered office address that is on the file with the Secretary of State for DeRidder LA Real Estate, LLC. DeRidder LA Real Estate, LLC shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

- E. Class Action Waiver. Customer agrees that any claims or proceedings brought by customer relating to this Rental Agreement will be conducted on an individual basis, and not on a classwide, collective, or representative basis, and that any one person's claims or proceedings may not be considered with any other claims or proceedings, customer will not sue DeRidder LA Real Estate, LLC as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against DeRidder LA Real Estate, LLC. Nothing in this paragraph, however, limits customer's right to bring a lawsuit as an individual plaintiff.
- **F.** DeRidder LA Real Estate, LLC shall have the right to immediately repossess the equipment, without any liability to customer, in the event of (I) permanent closure of the DeRidder LA Real Estate, LLC store location or (ii) declaration of any emergency, disaster or similar situation by any federal, state, or local government or (iii) as otherwise set forth in this Rental Agreement.

**CRIMINAL WARNINGS:** The use of false identification to obtain equipment or failure to return the equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

A CLEANING CHARGE WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND / OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE INCLUDING TIRES. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS. A FUEL CHARGE WILL BE APPLIED TO ALL UNITS NOT RETURNED FULL OF FUEL.

\*ENVIRONMENTAL CHARGE: The items indicated above are the subject to an environmental charge which is designed to recover DeRidder LA Real Estate, LLC's direct and indirect expenses for the handling, managing and disposing of water waste products, hazardous related administrative costs. This is not government-mandated charge. FUEL: Fuel charges do not include federal, state, or local excise taxes.

**READ BEFORE SIGNING:** By signing below, customer (x) agrees to the terms and conditions contained in this rental agreement; (x) Agrees that (x) has inspected the condition of the equipment and agrees that equipment condition is satisfactory in all aspects; and (x) Authorizes DeRidder LA Real Estate, LLC to charge customer's credit card listed above or on file, if applicable. Customer also acknowledges that it is fully familiar with the operation and use of the equipment and has received (a) the equipment in good working order; (b) all safety bulletins; (c) all operator manuals; and (d) all manufacturer's tabulated data for the protection system equipment listed above.

X			
Customer signature	Date	Customer Name Printed	Representative/ delivered by date

## ADDENDUM TO RENTAL AGREEMENT: AERIAL BOOMLIFT SAFETY

Any piece of equipment can be dangerous if not operated properly. You are responsible for the safe operation of this equipment. The operator must carefully read and follow any warnings, safety signs and instructions provided with or located on the equipment. Do not remove, defect, deface, or render inoperable any of the safety devices or warnings on this equipment. If any safety devices or warnings have been removed, defected, defaced or rendered inoperable, DO NOT USE THE EQUIPMENT!!! If this equipment requires the use of diesel fuel: Diesel engine exhaust and some of its constituents are known to cause cancer, birth defects, and other reproductive harm.

ELECTROCUTION HAZARD! Check for overhead obstructions and high voltage power lines. A minimum distance of 15 feet from energized high voltage conductors shall be maintained at all times!

### DO NOT OPERATE UNLESS AUTHORIZED AND TRAINED TO RUN LIFT!

- 1. Ensure that boomlift is on a firm and level surface. Do not drive on soft or uneven terrain! Failure to take caution could cause lift to tip-over! The boomlift shall not be driven on grades, side slopes or ramps exceeding those for which it is rated by the manufacturer. Boom and basket load limits specified by the manufacturer shall not be exceeded.
- 2. Modifications or alteration of the boomlift shall be made only with prior written permission of the manufacturer.
- 3. DO NOT alter or disable interlocks or other safety devices.
- 4. Inspect the work area thoroughly for all obstacles, debris, drop-offs, holes, slopes, and depressions.
- 5. Inspect the lift thoroughly before each use. Test all functions before raising platform. Check fluid levels, tire pressure, hoses for leaks, breaks in the cable and elevating assembly. NEVER OPERATE A DAMAGED MACHINE!!!
- 6. Ensure that all guard rails are properly secured and gates and openings are closed. Do not sit, stand, lean, or place loads on guard rails.
- 7. Personnel shall maintain a firm footing in the basket at all time. Safety harnesses/ lanyards must be worn at all times. Do not use ladders or other objects on the lift to gain greater height. ALWAYS KEEP YOUR TWO FEET ON THE FLOOR OF THE BOOM BASKET.
- 8. Hard hat, safety glasses and safety shoes should always be worn by operator.
- 9. Never operate gasoline engine inside a building without proper ventilation.
- 10. Do not use boom for any purpose other than to position personnel and their tools and equipment. Do not use as a crane!
- 11. Do not operate lift when the wind velocity exceeds 25 MPH or in thunderstorm conditions. EXTREME WIND COULD CAUSE THE LIFT TO TIP-OVER!
- 12. Do not drive with the boom basket raised! When raised, move only to maneuver!
- 13. Do not allow ropes, cords, etc., to become entangled in the elevating parts.
- 14. STUNT DRIVING AND HORSEPLAY COULD RESULT IN INJURY OR DEATH! BE SAFE!
- 15. Before operating any boomlift, operators shall have read and be familiar with operators manual and shall abide by the safety rules and practices.

If the person receiving this handout will not be the user of the equipment, forward these instructions to

the operator. If there is any doubt as to the operation or safety of this equipment, DO NOT USE!!! CALL US IMMEDIATELY!!!

FAILURE TO FOLLOW THESE INSTRUCTIONS COULD RESULT IN INJURY OR DEATH.

<b>READ BEFORE SIGNING:</b> By signing below, cus	stomer (x) agrees to the terms and conditions contained in this
rental agreement; (x) Agrees that (x) has inspected the conditi	on of the equipment and agrees that equipment condition is
satisfactory in all aspects; and (x) Authorizes DeRidder LA R	eal Estate, LLC to charge customer's credit card listed above
or on file, if applicable. Customer also acknowledges that it is	fully familiar with the operation and use of the equipment and
has received (a) the equipment in good working order; (b) all	safety bulletins; (c) all operator manuals; and (d) all
manufacturer's tabulated data for the protection system equipment of the protection system equipment of the protection of the protection system equipment of the protection of	ment listed above.

X			
Customer signature	Date	Customer Name Printed	Representative/ delivered by date