

# RENTAL AGREEMENT & DISCLAIMER

**HOLST RENTAL**  
**208 11<sup>th</sup> St**  
**DeWitt IA 52742**

**563-659-5589**

RENTER NAME

ADDRESS

EMAIL

CITY

PHONE

STATE

ZIP CODE

Holst Rental, Inc. is herein after referred to as "COMPANY". Your rental request has been accepted on the express condition that insofar as the terms and conditions on this agreement and its reverse side conflict with any terms or conditions imposed by you in your rental documents, the terms and conditions of this Rental Agreement shall govern.

1. Payment Terms. Unless otherwise agreed, payment is due at the time you return the equipment. Renter agrees to pay the full amount of the invoice.
2. Returns. Renter agrees to return all items in the same condition as received or Renter agrees to pay a service charge. If the Equipment is not returned in good condition on the Return Date, prorated rental fees continue on a daily basis. COMPANY's acceptance of the return of the Equipment is not a waiver by COMPANY of any claims it may have against Renter, including claims for latent damage to the Equipment. If repairs or replacements are required, Renter agrees to pay all labor, material and shipping charges. Renter shall pay COMPANY Full Replacement Value (see paragraph 6 below) to replace any Equipment which is lost, stolen or damaged beyond repair.
3. Responsibility for Equipment, Indemnity.. Renter shall hold COMPANY harmless and indemnify COMPANY from all claims, liabilities, damages, costs or losses arising from or related to injury or damage to the Equipment or to persons or property arising from or related to the use, maintenance, storage or transport of the Equipment during the period of Renter's responsibility. Renter shall indemnify and hold COMPANY harmless from any claims, liabilities, damages, costs or losses arising from claims against the Equipment asserted by Renter's creditors.
4. No Damages, Assumption of Risk. Renter acknowledges there is a risk of losses, injuries or damages arising from or related to the use or transportation of the Equipment and assumes all risk of such losses, injuries or damages. Renter for itself and its Customers releases COMPANY from any and all responsibility or liability for such losses, injuries or damages which Renter or its Customers may experience arising from or related to the failure, use, maintenance, storage or transport of the Equipment.
5. Use. Renter shall use the Equipment in a prudent and proper manner and in compliance with all applicable manufacturer's specifications and government requirements. Renter shall not make any alterations, additions, repairs or improvements to the Equipment. The Equipment may not be used for any Event other than described in this Agreement nor may the Equipment be pledged, used, loaned, sublet or assigned to third parties.
6. Losses & Insurance. This paragraph is applicable only if the amount of a Security Deposit is not set forth on this Rental Agreement. Renter shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the Full Replacement Value and shall carry public liability and property damage insurance covering the equipment. Full Replacement Value is agreed to be ten (10) times the standard list rental for each item rented. All said insurance shall be in form and with companies approved by COMPANY and shall be in the joint names of Renter and IMPACT. Renter shall pay the premiums thereof and deliver said policies, or duplicates thereof, to COMPANY. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to COMPANY, that it will give COMPANY ten (10) days written notice before the policy shall be altered or cancelled. The proceeds of such insurance, at the option of COMPANY, shall be applied toward either or both of the following: (a) the replacement, restoration, or repair of the equipment; or (b) the payment of the obligations of Renter hereunder. Renter hereby appoints I COMPANY as Renter's attorney-in-fact to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for loss or damage under any such insurance policy.
7. Default. If Renter is unable to timely meet any of its obligations to COMPANY under this or any other agreement, or if the Equipment is levied upon or seized, Renter shall immediately notify COMPANY and COMPANY may pursue whatever remedies it has under the law or in equity. Renter hereby authorizes COMPANY to enter the premises upon which the Equipment is located to take possession and remove all of the Equipment from such site without court order or other process of law and to use what force is reasonably necessary to remove such Equipment. Renter hereby waives any and all claims or damages occasioned by such entry or removal. All amounts past due shall bear interest at the highest rate permitted by law.
8. Title to Goods. The Equipment is the sole and exclusive property of COMPANY and Renter has no right, title or interest therein, except as set forth in this Agreement. Renter will not alter ownership markings on the Equipment. Renter will keep the Equipment free from the claims of third parties.
9. Specifications, No Warranty. Renter has selected the Equipment to its own specifications and THERE IS NO WARRANTY, EXPRESS OR IMPLIED, THAT THE EQUIPMENT IS MERCHANTABLE OR FIT FOR RENTER'S PARTICULAR PURPOSE.
10. Attorney's Fees. If either party shall retain legal counsel or bring an action against the other for matters arising from or related to this Rental Agreement, the unsuccessful party shall pay to the prevailing party reasonable attorney's fees and other costs incurred, in addition to any other relief to which it may be entitled. Renter agrees to pay all attorney's fees and costs incurred by IMPACT in enforcing its right pursuant to paragraph 7 against third parties, regardless of whether litigation is commenced.
11. Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to conflict-of-law principles, and Renter agrees that all disputes shall be resolved in Clinton County, Iowa.

RENTER: \_\_\_\_\_ [Print Name]

RENTER: \_\_\_\_\_ [Signature]

DATE : \_\_\_\_\_