



AG-PRO RENTAL TERMS & CONDITIONS AGREEMENT

Customer Representation and Warrants. Customer represents and warrants that Customer is experienced and knowledgeable about the proper operation of the Rented Equipment, and Customer has reviewed the operator's manual for the Rented Equipment; Customer acknowledges and understands the operation of the Rented Equipment may be potentially hazardous if the Rented Equipment is not operated as directed in the operator's manual; Customer will adhere to all warning labels on the Rented Equipment and will wear utilize all safety functions during the operation of the Rented Equipment. Furthermore, Customer represents and warrants than any agent of the Customer that operates the Rented Equipment shall be experienced and knowledgeable about the proper operation of the Rented Equipment, and Customer's agent has reviewed the operator's manual for the Rented Equipment; Customer's agent acknowledges and understand the operation of the Rented Equipment may be potentially hazardous if the Rented Equipment is not operated as directed in the operator's manual; Customer's agent will adhere to all warning labels on the Rented Equipment and will wear utilize all safety functions during the operation of the Rented Equipment.

Damage/ Loss Coverage of Rented Equipment. Customer shall either provide Ag-Pro proof of insurance for the Rented Equipment or Customer may elect to use Ag-Pro's Damage Waiver Policy. Ag-Pro's Damage Waiver Policy is as follows: Customer pays 16% of the rental rate (per billing period) to elect the Damage Waiver Policy. The Deductible for Rented Equipment depends solely on the Present Value of the Rental Equipment. (It is the Customer's obligation to review the Deductible Schedule; Deductible Schedules can be found at this link <https://www.agprocompanies.com/rentals/damage-waiver-and-deductible-schedule/>.) However, in the event the damage to the Rented Equipment is caused by the following i) abuse, misuse, overloading, or exceeding the rated capacity of Rented Equipment; ii) improper servicing or neglect to service Rented Equipment (including but not limited to improper fluids being used (fuel/DEF/hydraulic/etc.) as replaced/filled by the customer during normal operation due to machine consumption); iii) Sinking or submersion of Rented Equipment in mud or water; iii) Striking overhead objects or use of Rented Equipment in demolition and forestry activities. Specifically and explicitly the Rented Equipment shall not be used for forestry mulching or forestry mowing.; iv) Collision, overturning, upset or roll-over occurring during loading, unloading, or transporting; v) Use of the Rented Equipment by non-authorized or non-qualified operators or any violation of the representation and warrants above; vi) Exposure to radioactivity or any other hazardous materials; vii) Tire or track damage from improper inspection of work site for nails, rebar, rocks, or other sharp-edged objects, or track roll-off from improper operation or adjustment; viii) Use or operation of the Rented Equipment in violation of any law or ordinance; and/ or ix) Failure of Customer to comply with any terms or conditions of the rental agreement, then the Ag-Pro Damage Policy is void. In the event of any loss or damage to the Rented Equipment, Ag-Pro will be subrogated to any right of the Customer against any person, firm or corporation and / or Customer agrees to cooperate fully with Ag-Pro to ensure(s) the prosecution of those rights and will neither take nor permit any action to prejudice the rights of Ag-Pro or its insurer(s) with respect thereto. Customer continues to be liable for all lost rental time penalties until Rented Equipment repair bill and/or deductible is paid in full.

Indemnification. THIS AGREEMENT IS MADE UPON THE EXPRESS CONDITION THAT AG PRO WILL BE FREE FROM ALL LIABILITIES AND ALL CLAIMS FOR DAMAGES AND/OR SUITS FOR OR BY REASON OF ANY INJURY OR INJURIES TO ANY PERSONS OR DAMAGE TO RENTED EQUIPMENT OF ANY KIND WHATSOEVER, WHETHER THE PERSON OR PROPERTY OF CUSTOMER, ITS AGENT OR EMPLOYESS, OR THIRD PARTIES, FROM ANY CAUSE. CUSTOMER COVENANTS AND AGREES, TO THE FULLEST EXTENT OF APPLICABLE LAW, TO INDEMNIFY AND SA VE HARMLESS AG-PRO FROM ALL LOSSES, DAMAGES, LIABILITIES, CHARGES, EXPENSES, FINES, PENAL TIES, ATTORNIES FEES, AND COSTS ON ACCOUNT OF OR BY REASON OF ANY SUCH INJURIES LIABILITIES OR CLAIMS. IN THE EVENT CUSTOMER DOES NOT PAY AG-PRO, CUSTOMER SHALL COVER ALL EXPENSES TO RECOVER ANY AMOUNTS DUE, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COURT COSTS, AND AGREE TO BE CHARGES AT THE MAXIMUM MONTHLY INTEREST RATE ALLOWABLE FOR THE PAST DUE AMOUNT.

Choice of Law/ Governing Venue. This Agreement is governed by the Laws of Georgia and Venue is proper only in the courts of Thomas County, Georgia.

THIS IS A CONTRACT, BY SIGNING BELOW CUSTOMER INTENDS TO BE LEGALLY BINDED BY THE TERMS AND CONDITION ABOVE; ALSO, BY SIGNING, CUSTOMER ACKNOWLEDGES REPRESENTS AND WARRANTS THAT CUSTOMER HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

RENTED EQUIPMENT: _____

CUSTOMER'S NAME: _____ **CUSTOMER'S SIGNATURE:** _____

DATE: _____