



DryMasters USA, LLC
8772 Thomas Road
Middletown, OH 45042
877 DRY-3344

1. **Agreement.** Upon approval of the Confidential Credit Application, DryMasters agrees to rent equipment to Applicant on the terms stated herein. DryMasters shall have the right to terminate Applicant's rental privileges in its sole discretion at any time without prior notice to Applicant, except as otherwise provided by law.

2. **Condition of Equipment.** The equipment rented by Applicant is being received in good working condition, and will be returned in the same condition, ordinary wear and tear excepted. Equipment is to be returned as clean as it was when received by Applicant. Applicant may be charged for clean up of the equipment upon its return in the sole discretion of DryMasters. If the equipment becomes unsatisfactory at any time after Applicant receives possession of it, Applicant shall promptly notify DryMasters. All electric equipment is supplied with safety grounded plugs for use on grounded outlets (except for double-insulated safety approved tools). Applicant shall not remove or cut off the ground plug.

3. **Payment.** Payment of the rental price for the equipment and/or services received from DryMasters shall be made pursuant to the terms set forth on each invoice, and Applicant shall pay all charges according to the payment terms set forth on each invoice. The entire outstanding balance of all invoices shall become due to DryMasters in full immediately upon default in the payment of any invoice or upon the breach of any term contained herein. A \$25.00 charge will be made for any returned check. Equipment will have a minimum rate of 48 hours / two days. For purposes of rental charges, a week is seven (7) days and a month is twenty-eight (28) days. Charges are assessed for time out, not time used.

4. **Interest.** Applicant agrees to pay interest in the amount of 2% per month, or the highest rate permitted by law, whichever is less, on any payment past due, until collected.

5. **Costs and Attorney's Fees.** Applicant shall pay to DryMasters all costs and expenses, including, without limitation, reasonable attorney's fees, and the fees of any collection agency and court costs, incurred by DryMasters in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereunder.

6. **Damages.** Applicant shall pay in full for all damages or loss to rental equipment and shall not loan, sublet or otherwise dispose of equipment or use it for any improper or illegal purpose. Damage due to the following shall be the responsibility of Applicant: (a) neglect, misuse, abuse or ignorance of Applicant; (b) theft, vandalism or malicious mischief; (c) damage to accessories such as air hoses, electric cords, cables, fuel tanks, etc.; (d) unexplained loss or mysterious disappearance; (e) theft, conversion or other dishonest act of the part of any person or persons to whom the equipment is entrusted or any person or persons in the service or employment of the Applicant, whether or not such damage occurs during the hours of such service or employment; (1) damage to equipment left unsecured (i.e., outside a fenced area or building, or not locked with a hi-test chain when left unattended). In the event of loss or theft of any rental equipment, Applicant shall replace at current market value to DryMasters for the equipment plus rental charges up to the receipt of new equipment to DryMasters.

7. **Responsibility for Use.** Applicant shall assume all responsibility for injuries to persons or damages to property arising out of the use of the rental equipment while such equipment is in the custody of Applicant. Applicant shall hold DryMasters harmless for any and all claims, of whatever nature, arising out of the use of the rental equipment while in the custody of Applicant.

8. **Insurance.** Risk of loss to equipment shall pass to Applicant upon Applicant's receipt of equipment from DryMasters upon receipt, Applicant shall be fully responsible for such equipment until Applicant returns the equipment to DryMasters premises and obtains a receipt for payment in full for the period rented. DryMasters insurance does not cover equipment while in Applicant's possession.

9. **Repossession.** DryMasters shall have the right to enter the premises of Applicant at any time to repossess the rental equipment. Applicant hereby waives any right of action against DryMasters by reason of such taking or entry and shall reimburse DryMasters' cost of repossession, if any.

10. **Return of Equipment.** Equipment is to be returned only during DryMasters' regular business hours. No equipment is to be returned when DryMasters is not open. Applicant shall be responsible for any damage or theft of equipment resulting from the return of equipment at a time other than during regular business hours.

11. **Applicable Law.** This contract shall be governed by the laws of the state of Ohio and any disputes hereunder shall be brought in the state or federal courts located within the Southwestern District of Ohio.

12. **Accurate Information.** Applicant hereby certifies that the information furnished in the Confidential Credit Application and on any financial statements furnished in connection herewith is true and correct and that this information is being furnished to DryMasters for the purpose of inducing DryMasters to extend credit to Applicant, and understands that DryMasters intends to rely upon such information as correct.

13. **Limitation of Liability.** Applicant's sole and exclusive remedy relating to this Rental Agreement and/or equipment rented hereunder shall be the remedy, if any, afforded by the manufacturer of such equipment. No other remedy, including, without limitation, incidental or consequential damages for lost profits, lost sales, injury to persons or property or any other incidental or consequential loss, shall be available to Applicant or any customers or agents of Applicant.

14. **General.** (a) No modification of this Rental Agreement shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties. The failure of DryMasters to insist, in any one or more instances, upon performance hereunder, or to exercise any right hereunder, is not a waiver of the future performance of any term, covenant or condition of the future exercise of such right; (b) if any provision of this agreement is unenforceable, such un-enforceability shall not affect the remainder of this agreement; (c) this agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and assigns; (d) the terms and conditions of this agreement are performable only in the state of Ohio.

PLEASE READ THE ABOVE BEFORE SIGNING

I have read and understand the provisions of this Rental Agreement and agree to be bound by them. I hereby acknowledge receipt of a copy of this Rental Agreement.

X _____
Signature of Applicant

Print name

Company Title

Date

Company Name

Company Address

City

Zip Code

(____) _____ - _____
Company Phone

(____) _____ - _____
Company Fax

Company Fed ID#