



9419 Lackland Rd.
 St. Louis, MO 63114
 Phone: 314-222-0474
 Fax: 314-400-7964

Rent to:

Ship to:

Phone: _____

Email: _____

Contact Name: _____

Date Delivered:	Job Number:	Ground ____
Agreed Return Date:	Customer PO:	Dock ____

ID No	Serial No	Model	Rental	Fork Length	LP Tank or Electrical Connectors	LBR	Hour Meter	
							Out	In

- Sweepers/scrubbers are delivered in a properly cleaned condition. They are to be returned in same condition less normal wear. Prior to returning: dump, rinse, and clean tanks and hopper assemblies.
 If we are to perform the above upon return, your account will be charged our normal billing rate.

Rental Period/Rate:

1-Day: _____

7-Days: _____

4-Week _____

**Must have proper insurance to rent
 (requirements under separate cover)**

Signature _____

Date _____

RENTAL AGREEMENT ADDITIONAL TERMS AND CONDITIONS

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1. DEFINITIONS

"Rental Agreement" means this Rental Agreement, including the front and back pages of the Rental Agreement, as well as any Addendum attached hereto. "Fast Trac Rentals LLC" means the corporate subsidiary of Fast Trac Rentals LLC, Inc., 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 items delivered to the Customer, including, but not limited to, hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. "Customer" means the person or entity identified in the Rental Agreement or any representative agent, officer or employee of Customer. "Store Location" means the Fast Trac Rentals LLC address in the upper left-hand corner of the first page of this Rental Agreement. "Rental Period" means the period of time between the "Date Out" and "Date Due", set forth on the first 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 indemnify, defend and hold Fast Trac Rentals LLC, and any of its respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries, harmless from and against any and all liability claims, losses, damages, or costs (including, but not limited to, attorneys fees, loss of profit, business interruption or other special or consequential damages, damages relating to property damage, 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 rental supply based upon strict or product liability causes of action, however, Customer shall not be obligated to indemnify rental supply for that part of any loss, damage or liability caused solely by the intentional misconduct or sole negligence of rental supply in furtherance of but not in limitation of the indemnity provisions in this agreement. Customer expressly and specifically agrees that the foregoing obligation to indemnify shall not in any way be affected or diminished by any statutory or constitutional limitation of liability or immunity Customer enjoys from suits by its own employees. The duty to indemnify will continue in full force and effect 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 has inspected the propulsion tank of vehicles registered and licensed, or required 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 hitch, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle. Customer acknowledges Fast Trac Rentals LLC is not responsible for any damage to Customer's towing vehicle, if any, Customer acknowledges Fast Trac Rentals LLC is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors.

5. LIMITATION OF LIABILITY.

In no event shall Fast Trac Rentals 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. Fast Trac Rentals LLC's failure to deliver the Equipment as required hereunder, or Fast Trac Rentals LLC's failure to repair or replace non-working Equipment or (ii) Fast Trac Rentals 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 is returned to Fast Trac Rentals LLC and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

6. USE OF EQUIPMENT.

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 shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD FAST TRAC RENTALS LLC HARMLESS FROM ALL FINES, PENALTIES AND COSTS INCURRED BY FAST TRAC RENTALS LLC DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES. Customer agrees to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the Equipment daily and to immediately notify Fast Trac Rentals LLC when Equipment needs repair or maintenance. Customer acknowledges that Fast Trac Rentals LLC has no responsibility to inspect the Equipment while it is in Customer's possession. Fast Trac Rentals LLC shall have the right to replace the Equipment with other similar Equipment at any time and for any reason.

7. DISCLAIMER OF WARRANTIES.

Fast Trac Rentals 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 FORTH IN THE RENTAL AGREEMENT. Fast Trac Rentals 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 Fast Trac Rentals LLC. If such condition is the result of normal operation. Fast Trac Rentals LLC will repair or replace the Equipment with similar Equipment in working order if such replacement Equipment is available. Fast Trac Rentals LLC has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure must return the Equipment to the Store Location within 24 hours from the time of defect to terminate rental charges.

9. RETURN OF EQUIPMENT/DAMAGED & LOST EQUIPMENT.

At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during Fast Trac Rentals 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 Fast Trac Rentals LLC has agreed to pick up the Equipment from Customer, Customer shall notify Fast Trac Rentals LLC in writing that the Equipment is off rent and shall obtain an off-rent confirmation number from Fast Trac Rentals LLC. Fast Trac Rentals 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 Fast Trac Rentals 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 Fast Trac Rentals LLC for any reason whatsoever, Customer will pay Fast Trac Rentals 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 Fast Trac Rentals LLC, the reasonable cost of repair and pay rental on the Equipment at the regular rate until all repairs have been completed. Fast Trac Rentals LLC shall be under no obligation to commence repair work until Customer has paid to Fast Trac Rentals LLC the estimated cost thereof.

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 Fast Trac Rentals 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 operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated 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 Fast Trac Rentals LLC and in a manner, which will not adversely affect the operation, manufacturer's design or value of the Equipment.

11. LATE RETURN.

Customer agrees that if the Equipment is not returned by the end of the Rental Period, Fast Trac Rentals 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.

12. RENTAL PERIOD/CALCULATION OF CHARGES.

Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is returned to the Store Location during Fast Trac Rentals LLC's regular business hours. Rental charges to not include the cost of fuel, any applicable taxes, cost of delivery and Pick-up of the Equipment transportation surcharges, environmental charges or other miscellaneous charges. If Fast Trac Rentals LLC has agreed to Pick up the Equipment from Customer, Customer shall notify Fast Trac Rentals

LLC in writing that the Equipment is "off rent" and obtain an "off rent" confirmation number from Fast Trac Rentals LLC, at which time rental charges shall no longer be assessed, unless otherwise provided herein. Rental charges accrue during Saturdays, 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 the rental charges for double shift and 2 times the rental charges for triple shift. Customer will truthfully and accurately certify to Fast Trac Rentals 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 Rental 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. Customer of the full and complete performance of each and all the terms, covenants and agreements to be performed by Customer hereunder, and in the event of any breach by Customer.

14. PAYMENT.

All amounts shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental charges is essential to Fast Trac Rentals LLC's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Fast Trac Rentals LLC agree that there shall be added to all past due rental charges a 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 is not a contract of sale, and title to the Equipment shall at all times remain with Fast Trac Rentals LLC. Unless covered by a specific supplemental agreement signed by Fast Trac Rentals 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 Customer and is not included in the rental rate.

17. DEFAULT.

Customer 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 Customer become "Insolvent" (as defined herein), or should Fast Trac Rentals LLC anticipate that Customer may become insolvent or that Customer may otherwise become in default. If Customer is in default, Fast Trac Rentals LLC may do any one or more of the following: (i) terminate the Rental Period (ii) declare the entire amounts due hereunder immediately due and payable and commence legal action therefore; (c) cause Fast Trac Rentals LLC's employees or agents, with notice but without legal process, to enter upon Customer's Property and take all actions necessary to retake and repossess. The Equipment, and Customer hereby consents to such entry, retaking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by Fast Trac Rentals LLC in retaining and repossessing or (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 all assignment for the benefit of creditors, or petition for reorganization or for the appointment of a 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 effect; or (iv) shall have had any such petition or application 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 any such petition, application, proceeding, or order for relief or 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) commercial auto liability insurance with at least a per occurrence limit of \$2 million; and (c) commercial general liability insurance ("CGI") (providing coverage equal to or greater than the standard ISO CG 00 1112 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 is primary and non-contributory to any other insurance maintained by Fast Trac Rentals LLC. Fast Trac Rentals 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 responsibility of the Customer. All insurance required by this agreement shall include a waiver of rights of recovery against Fast Trac Rentals LLC or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Fast Trac Rentals LLC or its insurers. The policies required hereunder shall provide that Fast Trac Rentals LLC must receive not less than 90 days' notice prior to any cancellation.

FOR RENTAL EQUIPMENT NOT LICENSED FOR ROAD USE. CUSTOMER must either (i) ELECT TO NAME Fast Trac Rentals LLC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.

19. NO ASSIGNMENT, LENDING OR SUBLETTING.

Customer shall not sublease, sub rent, assign or loan the Equipment without first obtaining the written consent of Fast Trac Rentals LLC, and any such action by Customer, without Fast Trac Rentals LLC's written consent, shall be void. Customer agrees to use and keep the Equipment at the jobsite set forth on the first page of this Rental Agreement unless Fast Trac Rentals LLC approves in writing. Fast Trac Rentals LLC may at any time, without notice to Customer, transfer or assign this Rental Agreement to any Equipment or any money 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 attached hereto, represent the entire agreement between Customer and Fast Trac Rentals 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 Fast Trac Rentals LLC's rights or Customer's rights may be challenged and no extension of the terms of this Rental Agreement may be made except in writing, signed by both Fast Trac Rentals LLC and Customer. Any use of Customer's purchase order number on this Rental Agreement is for Customer's convenience only and terms and conditions, whether oral or written, that are different or inconsistent with the terms contained herein are hereby rejected by Fast Trac Rentals LLC.

21. ORDER OF PRECEDENCE.

The terms and conditions of this Rental Agreement shall have control over any conflicting printed terms and conditions contained in Customer's purchase order or similar documents.

22. OTHER PROVISIONS.

- Any failure of Fast Trac Rentals 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 Fast Trac Rentals 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 Fast Trac Rentals LLC as the drafter's person of this Rental Agreement.
- Customer agrees to pay all reasonable costs of collection, court attorneys' fees and other expenses incurred by Fast Trac Rentals LLC in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms.
- Customer shall pay the rental charge(s) without any offsets, deductions or claims.
- The federal and state courts - in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Rental Agreement. TRIAL BY JURY IS WAIVED. In order to effect service of process Fast Trac Rentals 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 file with the Secretary of State for Fast Trac Rentals LLC. Fast Trac Rentals 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. Fast Trac Rentals LLC shall have the right to immediately repossess the Equipment, without any liability to Customer in the event of (i) permanent closure of the Fast Trac Rentals 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 Warning

The use of false identification to obtain Equipment or the 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.

Initials _____