



CUSTOMER COPY
Contract No. _____

Continuation of Terms & Conditions
(Rental Agreement)

1. Rent/Security, Additional Terms – Risk of Loss, Interest. Customer/Lessee agrees that the rental term is as shown herein unless terminated or extended as provided herein. Customer/Lessee agrees to pay Lessor (Oklahoma Equipment Sales, LLC) the sums due for the rental term and that rent for the rental term is due and payable upon execution of this Contract. Customer/Lessee agrees that the security deposit (if applicable) will be credited against rental payments and other charges accrued hereunder only if Customer/Lessee fully and faithfully performs all of the terms and conditions of this Contract. If Customer/Lessee breaches any such terms and conditions, the security deposit shall be retained by Lessor as additional consideration and Customer/Lessee shall be required to pay, in addition, all of the rentals and other charges to be paid by said Customer/Lessee. Customer/Lessee agrees not to retain Equipment or other property beyond the "Due In" time without prior written notice to Lessor (either by telephone to the number listed herein or in person) and Lessor's prior consent. Customer/Lessee acknowledges that any failure to return rental Equipment or other property and to pay all amounts due (including costs for damage to said Equipment or property) constitutes evidence of Customer/Lessee's attempt to defraud Lessor and is punishable by the criminal laws of the State of Oklahoma. Unless Customer/Lessee otherwise agrees at such time, Lessor may immediately charge Customer/Lessee's credit card account listed herein for the full rental amount for additional rent term. Customer/Lessee agrees that, upon execution of this Contractual Agreement, Customer/Lessee assumes all risk of loss, theft, damage or destruction, partial or complete, of the Equipment or other property leased hereunder from any and every cause whatsoever. Customer/Lessee agrees to pay interest on all unpaid sums due at the lower of the rate of eighteen percent (18%) per annum or at the then highest rate permitted by applicable law.

2. Liquidated Damages for Unpaid Rent. Customer/Lessee agrees that Lessor shall be entitled to recover immediately, as liquidated damages, for unpaid rent and not as a penalty, a sum equal to the total of: (a) all rentals or other sums due and owing for any item of Equipment or other property up to the date of return to or repossession by Lessor; (b) any expenses and losses incurred by Lessor in connection with the repossession, holding, repair, subsequent sale or lease or disposition of the Equipment or property, including reasonable attorneys fees and costs incurred in connection with the enforcement or protection of Lessor's rights hereunder or any of the foregoing; (c) the Stipulated Loss Value for any item of Equipment or property that Customer/Lessee fails to return to Lessor, converts or destroys or which Lessor is unable to repossess; and (d) the Stipulated Loss Value for all items of Equipment or property returned to Lessor less (i) the present value of the proceeds of re-letting such items of Equipment or property for the remaining term hereof, or (ii) if such item(s) is sold, the net proceeds of such sale. Present value shall be computed on the basis of a discount rate of six percent (6%) per annum and the discount rates for any releasing will be compounded on the respective dates on which rents will be payable.

3. Condition of Equipment or Property. Customer/Lessee acknowledges that Customer/Lessee has examined the Equipment or property, seen it in operation (if appropriate) and that its condition is acceptable. Customer/Lessee agrees to surrender the Equipment or other property to Lessor upon termination hereof in as good order and condition as when received, except for reasonable wear and tear resulting from the proper use and operation of said Equipment or other property and if returned unclean, Customer/Lessee may be charged a reasonable cleaning fee. Customer/Lessee agrees to keep and maintain the Equipment or other property in good condition, use it in a careful and proper manner (including without limitation, maintenance of proper fuel, oil and lubricant levels (if applicable)) and comply with all applicable laws and regulations concerning the proper use and operation of said Equipment or property.

4. Repair or Replacement. Customer/Lessee agrees immediately to discontinue using any Equipment or other property that becomes unsafe or in a state of disrepair and to immediately notify Lessor of such fact. Lessor has the option to make such Equipment operable within a reasonable time, or provide Customer/Lessee with a similar piece of Equipment or adjust the rental charge. However, if such Equipment or property is unsafe, or in disrepair because of Customer/Lessee's improper operation, use or maintenance thereof, Customer/Lessee will bear the expense and all costs of such replacement or repair or, at Lessor's option, Lessor may declare Customer/Lessee in default.

5. Customer/Lessee Limitation of Remedies. Customer/Lessee agrees that Customer/Lessee has no right to reject or revoke acceptance of the Equipment or other property or to cancel or otherwise terminate this Agreement. Customer/Lessee agrees that if Lessor fails to meet any of its obligations, Customer/Lessee's **exclusive** remedy shall be to notify Lessor of such deficient performance. Customer/Lessee agrees that in such event Lessor may repair or replace any deficient Equipment or other property or make any rental charge adjustment and Lessor's liability for any losses or damages resulting from any cause shall be limited to the rental fee of the particular Equipment or other property involved in such losses or damages.

6. Assumption of Risk – Indemnification. Customer/Lessee acknowledges that the possession, use, transportation and/or storage of the Equipment and/or other property may give rise to the risk of personal injury and/or property damage. Customer/Lessee voluntarily assumes all such risks and releases and discharges Lessor from any and all liability and claims arising in connection therewith. Customer/Lessee further agrees to indemnify and hold Lessor, its officers, agents and employees, harmless from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses, including attorneys fees, costs and expenses for all injuries or death of any person or damage to any Equipment or property occurring or arising from or connected with, directly or indirectly, Customer/Lessee's possession, use, operation or return of any of the Equipment or property (unless Customer/Lessee is a consumer as defined under applicable consumer laws, in which case no consequential damages, limitation for injuries to persons shall apply).

7. Title; No Fixtures or Accession. Customer/Lessee acknowledges that the Equipment or property is and will at all times remain Lessor's property and Customer/Lessee shall keep it free and clear of all levies, liens, charges and encumbrances. Customer/Lessee promises to pay, on demand, amounts required to release any levy, lien, or encumbrance against the Equipment or property, or to pay any outstanding fines, penalties or fees applicable to the operation or use of the Equipment or property during the rental term hereof. During the rental term, Customer/Lessee agrees not to part with possession or control of the Equipment or other property, or sell, pledge, mortgage or otherwise encumber the Equipment or property or any part of it, or assign or encumber any interest hereunder. Customer/Lessee agrees that the Equipment or property shall not be affixed (a) to any real estate in such manner as to become a fixture or a part of said real estate, or (b) to other goods, equipment or property in such a manner as to become an accession to or part of such equipment, goods or property.

8. Prohibition of Transfer or Assignment. Customer/Lessee may not sublease or otherwise lend the Equipment or property subject hereto or transfer this Agreement or any interest herein or the use or possession of the Equipment or property. If Customer/Lessee should do so, Customer/Lessee assumes all liability (of whatsoever nature) to compensate Lessor for any loss (of whatsoever nature) Lessor suffers and Customer/Lessee may be declared in default of this Agreement.

9. Limitation of Warranty. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, SUITABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, QUALITY OR FREEDOM FROM CLAIMS OF ANY PERSON BY WAY OF INFRINGEMENT FOR THE LIKE, HAVE BEEN MADE BY LESSOR DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THE EQUIPMENT OR PROPERTY. CUSTOMER/LESSEE IS RENTING THE EQUIPMENT OR PROPERTY "AS IS".

10. Limitation of Damages. LESSOR SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT OR PROPERTY, WHETHER ARISING THROUGH LESSOR'S NEGLIGENCE OR IMPOSED BY LAW. IN NO EVENT SHALL LESSOR BE LIABLE TO CUSTOMER/LESSEE FOR INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, REVENUE, OR PROFITS (UNLESS CUSTOMER/LESSEE IS A CONSUMER UNDER APPLICABLE CONSUMER LAWS, IN WHICH CASE, NO CONSEQUENTIAL DAMAGES, LIMITATION FOR INJURIES TO PERSONS SHALL APPLY).

11. Damage Protection. Damage Protection is required by Lessor to cover repair or replacement charges if the Equipment or property rented from Lessor is damaged or destroyed during normal use or operation. The charge for the Damage Protection service is fourteen percent (14%) of the total rental fee and will appear as a separate line-item on the invoice. **Damage Protection is not insurance.** Damage Protection only covers the costs of repair or replacement of the rental Equipment or property damaged during normal use or operation of said Equipment or property. Damage Protection does not cover loss or damage to the Equipment during transport or loss or damage to Equipment or property caused by theft, abuse, misuse, neglect, intentional acts or failure to follow instructions provided for the proper use and care of rented Equipment or property.

12. Default. Customer/Lessee agrees that any of the following shall be an event of default: (a) Customer/Lessee fails to pay when due any rent or any rental amounts or charges due hereunder; (b) Customer/Lessee fails to perform any of Customer/Lessee's covenants and obligations herein (**INCLUDING WITHOUT LIMITATION, THE PROHIBITION OF TRANSFER**); (c) Lessor determines that any representation Customer/Lessee made herein or in any other document executed and delivered by Customer/Lessee in connection herewith shall be inaccurate or untrue when made; (d) Customer/Lessee dies, dissolves, ceases doing business or sells or transfers all or substantially all of Customer/Lessee's assets; (e) any voluntary or involuntary bankruptcy or insolvency proceeding, or assignment for the benefit of creditors is filed or otherwise commenced concerning Customer/Lessee; (f) Customer/Lessee becomes insolvent or generally does not pay Customer/Lessee's debts as they may become due; or (g) any breach or default by Customer/Lessee of any other agreement or contract by and between Lessor and Customer/Lessee.

13. Remedies Upon Default. Customer/Lessee agrees that upon default by Customer/Lessee, Lessor may take one (1) or more of the following actions: (a) proceed by arbitration to enforce Customer/Lessee's performance of the applicable covenants and provisions hereunder or to recover damages for the breach hereof; (b) cancel and terminate this contractual agreement; or (c) directly or by Lessor's agent or representative, enter upon Customer/Lessee's premises or other premises whether the Equipment or property may be located to take possession of the Equipment or property and thereon Customer/Lessee's rights to possession of the Equipment or property shall absolutely cease and this contractual agreement shall be cancelled. CUSTOMER/LESSEE EXPRESSLY WAIVES (i) NOTICE AND THE RIGHT TO HEARING PRIOR TO SUCH RE-TAKING OF POSSESSION; AND (ii) ANY DIRECT OR CONSEQUENTIAL DAMAGES OCCASIONED BY SUCH TAKING OF POSSESSION (UNLESS CUSTOMER/LESSEE IS A CONSUMER UNDER APPLICABLE CONSUMER LAWS, IN WHICH CASE NO CONSEQUENTIAL DAMAGES LIMITATION FOR INJURIES TO PERSONS SHALL APPLY). Customer/Lessee agrees to pay all costs and expenses (including the cost and expenses of retaking, together with reasonable attorneys fees and costs) that Lessor incurs in exercising any of its rights or remedies hereunder or in enforcing this contractual agreement. For any cancellation under this paragraph, Customer/Lessee agrees that Lessor shall be entitled to repaying all rents and additional sums paid by Customer/Lessee plus all insurance proceeds and other sums, if any, received by Lessor or to which Lessor is entitled and Lessor shall be entitled to recover all rentals accrued and unpaid for the period up to and including the date of such cancellation or termination of this Agreement, plus all additional sums payable by Customer/Lessee for which Customer/Lessee is liable or for which Customer/Lessee has agreed to indemnify Lessor.

14. Miscellaneous Provisions.

14.1. Entire Agreement. This contractual agreement contains the entire agreement and understanding between Lessor and Customer/Lessee relating to the Equipment and property and subject matter hereof and supersedes any other agreement or understanding, whether written or oral, relating thereto.

14.2. Severability of Provisions. If any provisions of this Agreement or the application of any such provision to any such person or circumstance is held invalid, the remainder of the Agreement and the application of such provisions other than, to the extent that is held invalid, shall not be invalidated or affected thereby.

14.3. Amendment and Waiver. This Agreement may be amended only by an instrument in writing signed by Lessor and Customer/Lessee and no provision of this Agreement and no right or obligation of either party under this Agreement may be waived except by an instrument in writing signed by the party waiving the provision, right or obligation.

14.4. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Oklahoma.

14.5. Section Headings. Section headings are for the convenience of reference only and shall not affect the meaning or have any bearing on the interpretation of any provisions or term of this Agreement.

IN WITNESS WHEREOF, Customer/Lessee hereby acknowledges the terms and conditions herein contained and agrees thereto.

CUSTOMER/LESSEE:

Title: _____
(if applicable)