AgEx RENTAL TERMS AND CONDITIONS

1. The RENTER shall keep and maintain the rented equipment during the terms of the rental at his own cost and expense. He shall keep the equipment in a good state of repair, normal wear and tear is expected.

2. The RENTER shall pay the machine OWNER full compensation for replacement for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need to repair to return it to the same condition it was at the time of rental, normal wear and tear is expected. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER
shall pay under this paragraph for replacement or repair.

3. The RENTER shall not remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior written consent of the OWNER. The RENTER shall inform the OWNER upon demand of the exact location of the equipment while it is in the RENTER's possession.

4. The RENTER is responsible for the pick-up and return of the equipment. If the RENTER is unable to return the equipment within the time frames stated above, they are to notify the OWNER immediately and arrange for pick-up of equipment. In the event the OWNER must pick up the equipment, it is at the OWNER's discretion to charge a fee dependent on mileage. If the equipment is not returned within the terms of rental stated above, the OWNER will charge for the time it has been in the RENTER's
possession. The RENTER must alert the OWNER when equipment has been returned the same day it is returned to the location or extra fees may apply.

5. No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by OWNER does not constitute a waiver of any of the rights OWNER has under the rental agreement. If equipment is in RENTERS possession longer than stated, extra fees may apply if OWNER is not notified. Certain circumstances are to be expected i.e. rain, broken tractor, etc. RENTER shall notify OWNER if any circumstances occur where the equipment cannot
run that day or why RENTER will have longer than stated in agreement.

6. The RENTER shall allow the OWNER to enter RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the RENTER is in default if any of the terms and conditions of the agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented equipment is stored or used at all time and recover the rented equipment.

7. The RENTER shall not pledge or encumber the rented equipment in any way. The OWNER may terminate this agreement immediately upon failure of RENTER to make rental payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.

8. The OWNER makes no warranty of any kind regarding the rented equipment, except that OWNER shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after RENTER returns the non-conforming equipment. *Some conditions may apply

9. RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.

10. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by the OWNER in protection its rights under this rental agreement and for any action taken OWNER to collect any amounts due the OWNER under this rental agreement.

11. These terms are accepted by the RENTER upon delivery of the terms to the RENTER, RENTER's agent or other representative of RENTER.

By signing below, you agree to all rental terms and conditions stated above.

_____ _____
RENTER   Date