

O.T.M.F.C. inc.
Customer Agreement

Customer: _____

The customer renting the equipment, "Customer", hereby assumes full responsibility for the equipment rented and agrees to compensate O.T.M.F.C. Inc., "OTMFC", to the extent of the full replacement value, without allowance for depreciation, should any item of said equipment not be returned or be returned in a damaged or broken condition, due to any cause whatsoever. Customer further agrees to compensate OTMFC in rent for any time lost as a result of replacement or repairs to damaged or broken equipment.

Customer agrees that OTMFC shall not be liable for any personal injuries or other damage sustained while using the rental equipment. Customer further agrees to keep OTMFC and their respective officers, employees, and agents free and harmless from any loss, damage, responsibility, or obligation sustained by Customer or any other person, arising out of the use or possession of the rental equipment. Customer shall notify OTMFC promptly of any accident involving the equipment herein rented.

Customer acknowledges that it assumes all risk in the use and operation of said equipment and shall be responsible for providing proper safety devices and equipment, in order to comply with all Federal, State, and Local laws or regulations, and all industry standards.

Rental of all equipment must be paid for the period of time it is in Customer's custody and until its return to OTMFC. No allowance will be made for unused equipment. Customer shall not sublease, loan, or otherwise permit the equipment to be used by another person, firm, or corporation, and said equipment shall at all times remain under the immediate control, supervision and direction of Customer personally and/or his assigned agents. The acceptance of the return of the rented equipment is not a waiver by OTMFC of any claims that it may have against Customer, nor a waiver of claims for latent or patent damages to the equipment.

It is understood and agreed that the original price quote may not include equipment, expendables, other services, or applicable sales tax, which will be added to invoices as they become due. Customer assumes responsibility for payment of any equipment added to the order by Customer's associates and or employees.

This agreement contains the entire understanding between the parties and may not be modified except by another agreement in writing, signed by both parties.

Customer agrees to pay all attorney's fees and costs incurred by OTMFC in any action or proceeding against Customer for a breach of this agreement.

The person signing on behalf of Customer agrees to personally guarantee all obligations to OTMFC.

Interest will be charged on any past due invoices at 10% per annum.

Signature of Customer

Print Name

Date