

Renter agrees to rent from Ogden Forklifts, Inc. ("Ogden"), and Ogden agrees to rent to Renter, the Equipment set forth on page 1 of this Agreement (the "Equipment") at the payment rates specified on page 1 of this agreement, subject to the following terms and conditions:

**Operation of Equipment by Renter.** Renter agrees to operate the equipment in accordance with the following terms:

- (1) To operate the Equipment within its rated capacity, in accordance with any instructions provided by Ogden or the manufacturer of the Equipment, and in compliance with all laws and regulations as to the possession, use, storage, and repair of the Equipment.
- (2) To operate the Equipment only for Renter's normal business uses and only at the location set forth on page 1 of this Agreement.
- (3) To restrict operation of the Equipment to trained personnel selected, employed, and controlled by Renter, and
- (4) To prohibit anyone other than duly authorized personnel of Ogden from making any repairs or adjustments to the Equipment.
- (5) To prohibit the use of the Equipment for asbestos or hazardous waste clean up.

**Care of Equipment by Renter.** Renter agrees to keep the Equipment clean and in a covered area when not in use, and at its own cost and expense, to be responsible for the normal daily operational needs of the Equipment including, but not limited to, the following:

- (1) To make a routine check of all Equipment at the beginning of each shift.
- (2) To check daily the engine oil, water level, fuel level, and coolant in the cooling system, and where applicable, the water in the battery.
- (3) To supply all necessary fuel (gasoline, diesel, electric current, or LP gas), oil and water, and
- (4) To check weekly the air pressure of pneumatic tires and to be responsible for all pneumatic tire maintenance.

**Metering/Excess Usage.** The rental rates set forth on page 1 of this Agreement are based upon 8 hours of usage per day. Usage in excess of this amount may be subject to additional charges. Equipment shall be equipped with a meter for recording the hours of operation by Renter. Renter shall notify Ogden of any meter malfunctions.

**Delivery/Return.** The Equipment shall be delivered to Renter f.o.b. Ogden's facility at 4780 Mendel Ct S.W., Atlanta, Georgia 30336. Renter shall return the Equipment to Ogden in a condition substantially the same as when delivered, normal wear and tear excepted. Renter shall notify Ogden to make arrangements for the return of the Equipment.

**Damage to Equipment.** Renter shall pay all costs of repairing any damage to the Equipment occurring during Renter's use or possession, normal wear and tear excepted.

**Care and Inspections by Ogden.** Ogden shall maintain the Equipment in good working order by performing required normal maintenance or repair services. ("Maintenance Services") at dates and times mutually agreed upon by the parties. If Maintenance Services are needed, Renter shall so notify Ogden, and Ogden shall provide the same within a reasonable period during Ogden's normal working hours. Renter shall pay the difference between normal rates and overtime rates for Maintenance Services provided outside Ogden's normal business hours. If the Equipment in need of repair cannot be repaired in a reasonable amount of time, Ogden shall provide Renter with substitute Equipment within a reasonable period. Renter shall also permit Ogden to make periodic visits to inspect the Equipment.

**Warranties by Ogden.** Ogden's provision of Maintenance Services is in lieu of all other warranties, express or implied, including an implied warranty of merchantability or fitness for a particular purpose. In no event shall Ogden be liable to Renter for a sum greater than the rental owing hereunder while the Equipment is inoperable or being repaired. IN NO EVENT SHALL OGDEN BE LIABLE TO RENTER OR ANY THIRD PARTY FOR ANY CLAIM OR LOSS FOR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS OR ANY OTHER SIMILAR LOSS.

**Indemnification.** Renter agrees to indemnify and hold Ogden harmless against all damages, claims, losses, fines, penalties, attorney fees or other expense arising from Renter's use, transportation, maintenance, operation or possession of the Equipment that is not caused by Ogden's negligence, willful misconduct, or omissions. Ogden and Renter each agree to indemnify and hold harmless the other party from any damage or loss caused by its own breach of any provision contained herein. Renter shall notify Ogden immediately of any accidents, injuries or disabilities concerning the Equipment, setting forth all material facts, and thereafter to promptly furnish Ogden, in writing, all information reasonably required by Ogden in connection therewith.

**Insurance.** Renter, at its own expense, shall maintain hazard insurance on the Equipment with a reputable insurance company for full replacement value. The insurance shall insure against all damage to the Equipment, including, but not limited to, damage from theft, fire, flood, water damage, collision, or explosion. Further, Renter shall maintain such insurance coverage at a combined limit of \$500,000 or greater, insuring against public liability, property damage, and liability for death, injury, or property damage arising from the use or possession of the Equipment. All said insurance shall name Ogden as an additional insured and loss payee (on the property insurance), and shall contain a provision requiring insurer to provide Ogden with at least ten (10) days prior notice of any cancellation of coverage or any change and/or reduction in coverage. Renter shall provide Ogden with a certificate of insurance on or before delivery of the Equipment.

**Title to Equipment.** Title to the Equipment shall at all times remain with Ogden. Nothing herein conveys to Renter any right, title, or interest in or to the Equipment. Renter, at its own cost, shall at all times keep the equipment free and clear of any and all claims, liens, or encumbrances. Upon failure to do so, Ogden may discharge the said claim, lien, or encumbrance and Renter shall promptly reimburse Ogden for any and all costs of Ogden for achieving the said discharge. Renter shall not change or remove any insignia, lettering or other identifying marks on the Equipment indication Ogden's ownership or interest therein. Renter shall cooperate fully in signing and filing with appropriate officials such documentation as Ogden may request for the proper protection of Ogden's title and interest in the Equipment, including the filing of Forms UCC-1 and UCC-3.

**Termination.** This Agreement may be terminated at any time by either Renter or Ogden. Customer shall notify Ogden immediately upon termination, and make arrangements for the Equipment to be returned.

**Default.** The Renter shall be in default under this Agreement upon Renter's material breach of any provision of the Agreement, if any information, covenants or representations made by Renter in this Agreement prove to be false or materially inaccurate; if Renter fails to make any payment hereunder when due, if any proceeding is instituted against Renter for bankruptcy, insolvency, receivership or other relief of debtors; if Renter becomes insolvent, if Renter makes an assignment for the benefit of creditors; or upon Renter's reorganization, liquidation, or sale of substantially all of Renter's assets. Upon default, Ogden may retain all prior rental payments, and exercise any and all available remedies at law or equity. Renter shall permit Ogden to enter Renter's premises without permission to recover possession of the Equipment. Renter shall be liable for all costs and expenses incurred by Ogden as a result of Renter's default, including reasonable attorney's fees. **Notices.** Notices related to this Agreement shall be in writing and delivered by U.S. mail or personally delivered to the parties at the addresses set forth in this Agreement or such other addresses as a party may designate.

**Assignment.** All rights and obligations of Renter or its assigns shall not be assignable without the prior written approval of Ogden, which may be left to the sole discretion of Ogden. Ogden may assign this Agreement, in whole, or in part without notice to Renter. Lessee acknowledges that one or more financing sources ("Financer") may have an interest in the Equipment under one or more leases, loans or other financing agreements or arrangements with Ogden, and that this agreement and any interest Lessee or Ogden have in the equipment is expressly subject and subordinate to the interest of the Financer. In the event Ogden defaults on its obligations to Financer, Financer may have the right, at its option, to terminate this Agreement and take immediate possession of the Equipment or have the payments under this Agreement sent directly to Financer. This Agreement shall be binding upon the parties and their successors, assigns, representatives, or heirs.

**Miscellaneous.** Time is of the essence for this Agreement. This instrument contains the entire agreement between the parties hereto with respect to the transactions contemplated herein, and no representations, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force of effect. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Georgia. The terms hereof may be waived only by a written instrument executed by the party waiving compliance. Waiver by any party hereto of any breach by another party to this Agreement or any duties imposed upon them by law shall not be construed as a waiver of rights to any subsequent or continuing breach of such party's duties, obligations, or agreements herein contained. No failure of either party to exercise any power given hereunder and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement shall not be modified, changed or altered in any respect except by a written instrument signed by the parties hereto.

Renter acknowledges that the Equipment has been received in good repair and operating order. Renter accepts the Equipment subject to all of the terms and conditions set forth on pages 1 and 2 of this Agreement. Renter acknowledges receipt of a true copy of this Agreement with blanks filled in to Renter's satisfaction. Renter authorizes Ogden to fill in any remaining blanks in order to reflect the agreement of the parties and to correct any apparent errors.

OGDEN FORKLIFTS, INC.

_____ Renter	_____ Date	By _____	_____ Date
_____ Title		_____ Title	

(If Renter is a corporation, authorized persons must sign and state his/her title. If Renter is a partnership, partner must sign as a partner. If it is a proprietorship, agreement should be in the name of the signed by individual Renter and also show the name under which the individual does business.)