



# EQUIPMENT RENTAL AGREEMENT

BenJames Equipment LLC  
D/B/A BenJames Equipment Rental  
4534 S Rivord Rd., Superior, WI 54880  
Phone: (218) 428-9331

 PURCHASE OPTION  
 RENTAL ONLY  
 DEMO ONLY

RP/RC #:

**LESSOR COPY**

By signing this Equipment Rental Agreement below, the lessee described below (the "Lessee") agrees to lease or demo, as applicable, the equipment described below (the "Equipment") from BenJames Equipment LLC. (the "Lessor") on the terms and conditions described herein including without limitation the Terms and Conditions of Rent on page 2 of this Equipment Rental Agreement.

DATE:	CUST #:	CUST PO #:	SALES REP:
LESSEE'S NAME:		COMPANY:	
ADDRESS 1:		ADDRESS 2:	COUNTY:
CITY:	STATE:	ZIP:	PHONE: FAX:
SALES CONTACT:	SUPPORT CONTACT:	POINT OF POSSESSION:	

EQUIPMENT MAKE:	MODEL:	UNIT #:	SERIAL #:
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### ADDITIONAL ATTACHMENTS:

MAKE:	MODEL:	UNIT #:	DAY:	WK:	4 WEEKS:
MAKE:	MODEL:	UNIT #:	DAY:	WK:	4 WEEKS:
MAKE:	MODEL:	UNIT #:	DAY:	WK:	4 WEEKS:

OTHER CONDITIONS:	PURCHASE PRICE (if applicable):	
	TAXES - STATE:	COUNTY:
	TOTAL SALES PRICE:	
	Sales Tax Charged at Local Rate	

### RENTAL RATE AND PERIOD

Lessee agrees to rent the Equipment listed above for a guaranteed minimum period of \_\_\_\_\_.

("Guaranteed Minimum Period") beginning \_\_\_\_\_ 20\_\_\_\_\_ at the following Rental Rate:

Daily Rate (8 Hrs Max)	\$ _____	Rental Rate per _____	\$ _____
Weekly Rate (40 Hrs Max)	\$ _____	State Sales Tax	\$ _____
4 Weeks (160 Hrs Max)	\$ _____	Co. Sales Tax	\$ _____
Other	\$ _____	<b>TOTAL</b>	\$ _____

**RENTAL CONDITIONS:** For purposes of calculating the period during which Lessee is entitled to use Equipment and the amount of rent, the rental term (a) commences on the date specified above, and (b) terminates on the date Lessee notifies Lessor that Lessee has completed the rental ("Off Rent") and has received an Off Rent confirmation by calling Lessor's offices during normal business hours or has returned the Equipment to Lessor's location. If Lessee has selected the Demo only option above, no fees will apply during the Guaranteed Minimum Period only and Lessee is required to return the Equipment after such period. No credit will be given for return of Equipment prior to the end of the Guaranteed Minimum Period or in the event the Equipment needs repairs or there are other job or weather delays. If Equipment is held past the Guaranteed Minimum Period, the Rental Rate shall be 6% of the monthly rate for each additional day or 33% of the monthly rate for each additional week until the Equipment is returned to the Lessor's yard. Monthly rentals shall be payable each month in advance at the Lessor's office in Superior, Wisconsin. Late payments shall be subject to an additional charge as described in the Terms and Conditions of Rent.

**IF THE LESSEE SELECTS THE PURCHASE OPTION ABOVE,** the parties will enter into a separate agreement for the sale of the Equipment and a portion of the rental payments will apply towards the purchase of the Equipment sale price less **CARRYING CHARGES AS FOLLOWS:**

- ▶ **LIABILITY AND PHYSICAL DAMAGE INSURANCE IS NOT provided by Lessor and MUST be provided by Lessee.**
- ▶ **NAME OF AGENT & PHONE #:** \_\_\_\_\_
- INSURANCE ON EQUIPMENT** (Provide LESSEE'S INSURANCE AGENT INFORMATION Above)  
Lessee will provide a certificate of insurance acceptable to and approved by Lessor before delivery of Equipment that provides for all risk coverage on Equipment and names Lessor as an additional insured and loss payee in the amounts and on the terms described on the Terms and Conditions of Rent. The insurance policy may not be cancelled or materially modified except on thirty (30) days prior written notice to Lessor.
- ▶ **TRANSPORTATION OF EQUIPMENT TO OR FROM LESSOR'S YARD IS TO BE PAID BY LESSEE.** Equipment will be full of fuel upon pickup. If not returned with 100% fuel, a charge per gallon will be added to invoice at a rate of \$ \_\_\_\_\_ per gallon.
- ▶ **TRANSPORTATION:** \_\_\_\_\_ each way if provided by Lessor. All Equipment is FOB Lessor's yard.
- ▶ **LOCATION OF MACHINERY:** The Equipment will be used at or near the following location. Lessee shall immediately advise Lessor of any change in location of the Equipment.

CITY
COUNTY
STATE

<b>PREPAYMENT CHECK / P.O.#:</b>	▶
<b>MINIMUM GUARANTEED RENTAL:</b>	▶

**PERSONS BOUND:** All persons, corporations or entities, their heirs, successors and assigns, signing this agreement are bound by the conditions and obligations contained therein. LESSEE, OR ITS AGENT, ACKNOWLEDGES THAT HE OR SHE HAS READ THE ENTIRE AGREEMENT AND KNOWS THE CONTENTS THEREOF AS EVIDENCED BY HIS OR HER SIGNATURE. THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON PAGE 2.

Agent \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Approved By \_\_\_\_\_

Signed **X** \_\_\_\_\_ Title \_\_\_\_\_



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D/B/A BenJames Equipment Rental
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Phone: (218) 428-9331

PURCHASE OPTION
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DEMO ONLY

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LESSEE COPY

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DATE: CUST #: CUST PO #: SALES REP:
LESSEE'S NAME: COMPANY:
ADDRESS 1: ADDRESS 2: COUNTY:
CITY: STATE: ZIP: PHONE: FAX:
SALES CONTACT: SUPPORT CONTACT: POINT OF POSSESSION:

EQUIPMENT MAKE: MODEL: UNIT #: SERIAL #:
ADDITIONAL ATTACHMENTS:

MAKE: MODEL: UNIT #: DAY: WK: 4 WEEKS:
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OTHER CONDITIONS: PURCHASE PRICE (if applicable):
TAXES - STATE: COUNTY:
TOTAL SALES PRICE:
Sales Tax Charged at Local Rate

RENTAL RATE AND PERIOD
Lessee agrees to rent the Equipment listed above for a guaranteed minimum period of
("Guaranteed Minimum Period") beginning 20 at the following Rental Rate:
Daily Rate (8 Hrs Max) \$ Rental Rate per \$
Weekly Rate (40 Hrs Max) \$ State Sales Tax \$
4 Weeks (160 Hrs Max) \$ Co. Sales Tax \$
Other \$ TOTAL \$

RENTAL CONDITIONS: For purposes of calculating the period during which Lessee is entitled to use Equipment and the amount of rent, the rental term (a) commences on the date specified above, and (b) terminates on the date Lessee notifies Lessor that Lessee has completed the rental ("Off Rent") and has received an Off Rent confirmation by calling Lessor's offices during normal business hours or has returned the Equipment to Lessor's location. If Lessee has selected the Demo only option above, no fees will apply during the Guaranteed Minimum Period only and Lessee is required to return the Equipment after such period. No credit will be given for return of Equipment prior to the end of the Guaranteed Minimum Period or in the event the Equipment needs repairs or there are other job or weather delays. If Equipment is held past the Guaranteed Minimum Period, the Rental Rate shall be 6% of the monthly rate for each additional day or 33% of the monthly rate for each additional week until the Equipment is returned to the Lessor's yard. Monthly rentals shall be payable each month in advance at the Lessor's office in Superior, Wisconsin. Late payments shall be subject to an additional charge as described in the Terms and Conditions of Rent.

IF THE LESSEE SELECTS THE PURCHASE OPTION ABOVE, the parties will enter into a separate agreement for the sale of the Equipment and a portion of the rental payments will apply towards the purchase of the Equipment sale price less CARRYING CHARGES AS FOLLOWS:

- LIABILITY AND PHYSICAL DAMAGE INSURANCE IS NOT provided by Lessor and MUST be provided by Lessee.
NAME OF AGENT & PHONE #:
INSURANCE ON EQUIPMENT (Provide LESSEE'S INSURANCE AGENT INFORMATION Above)
Lessee will provide a certificate of insurance acceptable to and approved by Lessor before delivery of Equipment that provides for all risk coverage on Equipment and names Lessor as an additional insured and loss payee in the amounts and on the terms described on the Terms and Conditions of Rent. The insurance policy may not be cancelled or materially modified except on thirty (30) days prior written notice to Lessor.
TRANSPORTATION OF EQUIPMENT TO OR FROM LESSOR'S YARD IS TO BE PAID BY LESSEE. Equipment will be full of fuel upon pickup. If not returned with 100% fuel, a charge per gallon will be added to invoice at a rate of \$ per gallon.
TRANSPORTATION: each way if provided by Lessor. All Equipment is FOB Lessor's yard.
LOCATION OF MACHINERY: The Equipment will be used at or near the following location. Lessee shall immediately advise Lessor of any change in location of the Equipment.

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PREPAYMENT CHECK / P.O.#:
MINIMUM GUARANTEED RENTAL:
PERSONS BOUND: All persons, corporations or entities, their heirs, successors and assigns, signing this agreement are bound by the conditions and obligations contained therein. LESSEE, OR ITS AGENT, ACKNOWLEDGES THAT HE OR SHE HAS READ THE ENTIRE AGREEMENT AND KNOWS THE CONTENTS THEREOF AS EVIDENCED BY HIS OR HER SIGNATURE. THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON PAGE 2.

Agent \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_
Authorized Signature Authorized Signature
Approved By \_\_\_\_\_ Signed X \_\_\_\_\_ Title \_\_\_\_\_

## TERMS AND CONDITIONS OF RENT

**1. CONTROLLING PROVISIONS.** These Terms and Conditions of Rent together with the Equipment Rental Agreement to which it is attached (the "Contract") constitutes an offer by Lessor to rent Equipment to Lessee or allow Lessee to demo Lessor's Equipment, if the demo only option is selected. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Equipment Rental Agreement. Lessee acknowledges receipt of and agree to comply with Equipment's operation and maintenance manual (the "Manual"). Lessee acknowledges that Lessee is familiar with Equipment and will cause Equipment to be operated at all times by qualified operators and in accordance with the Manual and all applicable laws. Lessee shall keep Equipment at the address set forth on the Equipment Rental Agreement and shall not move Equipment to any other location without Lessor's permission.

**2. TERM OF RENTAL.** For purposes of calculating the period during which Lessee is entitled to use Equipment and the amount of rent, the rental term (a) commences on the date specified on the Equipment Rental Agreement, and (b) terminates on the date Lessee notifies Lessor that Lessee has completed the rental ("Off Rent") and has received an Off Rent confirmation by calling Lessor's offices during normal business hours or has returned the Equipment to Lessor's location.

**3. RENTAL FEE; TAXES; LATE FEE.** For the use of Equipment, Lessee agrees to pay Lessor the daily, weekly or monthly rate described on the Equipment Rental Agreement, as applicable (the "Rental Rate"). The full daily rate applies for fractional days. If the demo option is selected, no Rental Rate is applicable during the Guaranteed Minimum Period unless Lessee fails to return the Equipment by the Required Return Date indicated on the Equipment Rental Agreement. Lessee agrees to pay additional charges if Equipment is held past the Guaranteed Minimum Period, the Rental Rate shall be 6% of the monthly rate for each additional day or 33% of the monthly rate for each additional week until the Equipment is returned to the Lessor's yard. Payment terms are net COD, except as Lessee is otherwise notified by Lessor. Lessee agrees to pay all taxes, fees and costs arising out of the use, possession, operation or maintenance of Equipment including without limitation any sales and use taxes, interest, fines and penalties. Late payments shall be subject to an additional charge at a rate equal to the lesser of one and one-half percent (1.5%) per month or fraction thereof, or the maximum amount permitted by law from the date due until Lessor receives full payment.

**4. TRANSPORTATION AND FUEL EXPENSES.** Lessee agrees to pay for all expenses related to transporting Equipment to and/or from Lessor's location. Lessee shall return Equipment with full fuel tanks; and if Lessee fails to do so, Lessee agrees to pay Lessor's then applicable price for refilling the fuel tanks.

**5. CARE AND MAINTENANCE; CONDITION ON RETURN.** Upon Lessee's acceptance of Equipment, Lessee acknowledges that Lessee has inspected Equipment, and Equipment is in good condition and operating properly. Lessee agrees to, at Lessee's expense: (a) maintain Equipment in good repair; (b) store Equipment safely; (c) make all normal and necessary adjustments and lubrication in accordance with the Manual; and (d) contact Lessor when Equipment needs other service or repairs. Lessor will be responsible for maintenance and repairs due to normal wear and tear, and for scheduled maintenance. Lessee will be responsible for the cost of all other repairs including without limitation those due to undue wear, or damage to Equipment from accident, misuse, abuse, or negligence. All replacement parts, service and repairs on Equipment must be obtained from Lessor. Lessee agrees not to make any additions or alterations to Equipment without Lessor's prior written consent. Lessor may inspect Equipment at any time or place and may require Lessee to make such repairs as Lessor feels are necessary to keep Equipment in the condition required. Should Equipment become unsafe, malfunction or require repair, Lessee will notify Lessor within 24 hours and immediately cease using Equipment until such condition is remedied. Lessee shall return Equipment to Lessor's location in the same condition Lessee received it, other than normal wear and tear. If Equipment is returned in unacceptable condition, Lessee agrees to pay to Lessor upon demand all charges for cleaning, servicing, repairs and replacements necessary to restore Equipment to the original condition, and the rental shall continue until such obligations are completed.

**6. TITLE.** Equipment shall be Lessor's sole and exclusive property (or if Lessor leases Equipment from a third party, of such third party), and neither Lessee nor anyone else will acquire any interest in Equipment, except Lessee's right to use Equipment hereunder. Lessee shall take steps necessary to prevent any person from acquiring any rights in or to Equipment, other than Lessor or the third party from which Lessor leases Equipment. Except for security interests, liens, encumbrances and claims (together, "Liens") in Lessor's favor, Lessee shall keep Equipment at all time free of Liens.

### 7. INSURANCE.

(a) **LIABILITY INSURANCE.** At all times from the time at which Equipment is picked up by Lessee or delivered by Lessor to Lessee, until the time Equipment is returned by Lessee to Lessor's location, or, if Lessor agrees to pick up Equipment from Lessee, the time at which Lessor picks up Equipment, Lessee shall maintain in force a commercial general liability insurance policy for bodily injury and death, personal injuries, and property damage (including contractual liability) with liability limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and a commercial auto liability insurance policy with limits of \$1,000,000 per occurrence for any rentals involving trailers or other equipment licensed for road use. Each such policy shall name Lessor, Lessor's employees and agents ("Lessor's Insured Parties") as additional insureds and insure Lessor as a primary, regardless of other insurance carried by Lessor, against liability for bodily injury and property damages sustained by any person or persons as a result of the ownership, maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment while Equipment is in Lessee's possession or control, in transit to or from Lessee under this Contract, arising out of Lessee's operation of Equipment, or otherwise related to this Contract. Lessee shall also maintain in effect workers compensation insurance as required by law. Lessee shall furnish Lessor with one or more certificates evidencing such policies and evidencing that each such policy may not be cancelled or materially modified except with thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of each such policy and to make a written report to Lessor and the insurer as soon as practical after any accident or occurrence involving Equipment.

(b) **PHYSICAL DAMAGE INSURANCE.** Lessee must provide a certificate of insurance acceptable to Lessor before delivery of Equipment evidencing primary all risk (including earthquake and flood) physical damage or loss insurance (including loss of use and damages caused in transit) on Equipment and naming Lessor's Insured Parties as additional insureds and loss payees, with limits acceptable to Lessor. Such insurance policy shall provide that no act, omission or breach of warranty by Lessee shall give rise to any defense against payment of the insurance proceeds to Lessor and that the insurers shall give Lessor written notice at least 30 days prior to the effective date of any expiration, modification, reduction, termination or cancellation of such policy.

**8. RISK OF LOSS.** Lessee is liable for all damages to or loss of Equipment arising from any accident, theft, seizure, or destruction, from the time at which Equipment is picked up by Lessee or delivered by Lessor to Lessee, until the time Equipment is returned by Lessee to Lessor's location, or, if Lessor agrees to pick up Equipment from Lessee, the time at which Lessor picks up Equipment. The preceding sentence applies whether or not such damages or loss are caused by Lessee, including without limitation damages caused by the failure of any device or material used in hitching Equipment to a towing vehicle. Lessee's liability for damage to or loss of Equipment is limited to the full value of Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and Lessor's related expenses, such as loss of use, appraisal fees, recovery costs and attorneys' fees.

**9. INDEMNITY. LESSEE HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND LESSOR'S SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS,**

**EMPLOYEES, AFFILIATES, SUCCESSORS, ASSIGNS AND THIRD PARTY SUPPLIERS ("LESSOR'S INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL DIRECT AND INDIRECT CLAIMS, DEBTS, ACTIONS, CAUSES OF ACTION, SUITS, DEMANDS, FINES, PENALTIES, JUDGMENTS, OMISSIONS, DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION ACTUAL ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR RELATING TO: (A) BREACH BY LESSEE OF ANY REPRESENTATION, WARRANTY, COVENANT OR TERM CONTAINED IN THIS CONTRACT OR ANY LAW; (B) ANY DAMAGE TO OR DESTRUCTION OF PROPERTY, OR INJURY TO OR DEATH OF PERSONS CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART, BY ANY INTENTIONAL, RECKLESS, NEGLIGENT OR OTHER ACT (OR FAILURE TO ACT) BY LESSEE OR LESSEE'S SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AFFILIATES OR SUCCESSORS ("LESSEE'S AGENTS"); OR (C) LOSSES, DAMAGES OR INJURIES CAUSED BY LESSEE'S PRODUCTS OR SERVICES OR DUE TO IMPROPER APPLICATION OR USE OF EQUIPMENT BY LESSEE OR LESSEE'S AGENTS.**

**10. LIMITED WARRANTY/LIMITATION OF LIABILITY.** Lessor warrants that Equipment will perform in accordance with the manufacturer's specifications when used for the purpose for which it was designed; provided, however that the warranty shall not apply to cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, damage due to environmental or natural elements, failure to follow the Manual, or improper installation, storage or maintenance. Lessor's sole and exclusive obligation under this warranty (and Lessee's sole and exclusive remedy) shall be, upon prompt written notice by Lessee made within 24 hours of the failure of Equipment, at Lessor's option, (a) to repair Equipment, (b) replace Equipment, or (c) terminate this Contract. If Lessor is not able to provide Lessee with Equipment that performs as warranted, Lessor will not charge Lessee the Rental Rate after the time of failure, provided that Equipment is returned to Lessor within 24 hours. **LESSEE AGREES THAT THE EXPRESS WARRANTY ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR HEREBY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES.** To the extent that applicable law does not permit disclaimers of certain implied warranties, such limitations may not apply to Lessee. This warranty gives Lessee specific legal rights, and Lessee may also have other rights which vary from state to state. Any oral or written description of Equipment is for the sole purpose of identifying Equipment and shall not be construed as an express warranty. Prior to using Equipment, Lessee shall determine the suitability of Equipment for the intended use and Lessee shall assume all risk and liability whatsoever in connection therewith. **IN ORDER TO MAINTAIN LESSOR'S PRICING AS DESCRIBED ABOVE, LESSOR'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO LESSOR FOR THE USE OF EQUIPMENT, PLUS AN ADDITIONAL 10% DISCOUNT OFF LESSEE'S NEXT RENTAL WITH LESSOR.** Some states and countries do not allow the exclusion or limitation of incidental and consequential damages, so the above limitation or exclusion may not apply to Lessee.

**11. EVENTS OF DEFAULT.** Lessee shall be in default under this Contract if any of the following events occur (collectively "Events of Default"): (a) Lessee fails to timely pay any amount due to Lessor; (b) Lessee fails to return Equipment when required and/or in original condition; (c) Lessee fails to maintain the insurance as required by Section 7; (d) Lessee violates or fails to perform any other term of this Contract; (e) Lessee ceases doing business or terminates operations for any reason including without limitation dissolution, merger or asset sale; or (f) Lessee becomes insolvent, assigns Lessee's assets for the benefit of creditors or enters (voluntarily or involuntarily) a bankruptcy proceeding.

**12. REMEDIES.** Upon the occurrence of an Event of Default and while such Event of Default is continuing, Lessor, at Lessor's option and to the extent not inconsistent with applicable law, may exercise any one or more of the following remedies: (a) terminate this Contract and Lessee's rights to use of Equipment shall cease; (b) require Lessee to return Equipment to Lessor's location in the same condition Lessee received it; (c) peaceably enter the premises where Equipment is located, take possession of and remove Equipment, all without liability to Lessor, Lessor's employees, agents or contractors for such entry (**LESSEE HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO NOTICE AND/OR HEARING PRIOR TO THE REPOSSESSION OR REPLEVIN OF EQUIPMENT BY LESSOR, LESSOR'S EMPLOYEES, AGENTS OR CONTRACTORS**); (d) proceed by court action to enforce Lessee's performance of this Contract or pursue any other remedy Lessor may have at law, in equity or under any applicable statute, and recover such other damages as may be incurred by Lessor; and (e) recover from Lessee (i) any unpaid periodic rentals due and payable for periods prior to Lessor's repossession of Equipment plus interest due thereon under Section 3, and (ii) all costs and expenses incurred in searching for, taking, removing, storing, repairing, restoring, refurbishing and leasing or selling Equipment. No failure on Lessor's part to exercise, and no delay in exercising, any right or remedy shall operate as a waiver. No single or partial exercise of any right or remedy shall preclude any other or further exercise or the exercise of any other right or remedy. Each right and remedy provided is cumulative and not exclusive of any other right or remedy including without limitation any right or remedy available to Lessor at law, by statute or in equity. Lessee shall pay all costs and expenses including without limitation attorneys' fees, incurred by Lessor arising out of or in connection with any Event of Default of this Contract.

**13. ASSIGNMENT; SURVIVAL.** Lessee shall not sell, transfer, assign, sublease, convey or otherwise transfer any of Lessee's rights or obligations under this Contract or in Equipment without Lessor's prior written consent. Lessor may sell, assign, sublet or otherwise transfer all or any part of Lessor's right, title and interest in and to Equipment and/or this Contract. Lessor may also pledge, mortgage or grant a security interest in Equipment and assign this Contract as collateral. Lessee's obligations, representations and warranties, and Lessor's rights, shall survive the expiration, cancellation or termination of this Contract.

**14. NOTICES.** Any notice required to be given to Lessor shall be sent by registered or certified mail, return receipt requested, to the Branch Supervisor at the address stated on the Equipment Rental Agreement.

**15. GOVERNING LAW.** This Contract shall be construed and governed under the laws of the State of Wisconsin, without reference to conflict of laws principles. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Contract or the relationship of the parties shall be brought in a Court situated in Milwaukee, Wisconsin, and both parties hereby irrevocably consent to the venue and jurisdiction of said Court. This Contract may be executed by facsimile signatures and in counterparts, each of which shall be deemed an original instrument. The individual signing this Contract is authorized to sign this Contract on Lessee's behalf. The invalidity or unenforceability of any term or condition of this Contract shall not affect the validity or enforceability of the remainder of this Contract.

**16. MISCELLANEOUS.** Any claims by Lessee must be brought within one year of the act or omission on which the claim is based. This document is the complete agreement between Lessor and Lessee. It replaces and supercedes (and Lessee should not rely on) any prior oral or written representations or agreements. Lessor objects to and rejects any additional, different or varying terms proposed by Lessee. **IF LESSEE WISHES TO NEGOTIATE ANY ONE OR MORE DIFFERENT TERMS THAN THOSE CONTAINED IN THIS DOCUMENT, INCLUDING HIGHER LIABILITY LIMITS, LESSEE MAY DO SO.** However, any such change to this document or these terms must be in writing and signed by authorized representatives for Lessee and Lessor. Any terms, conditions, negotiations or understandings which are not contained in this Contract shall have no force and effect unless made in writing and signed by each party's authorized representative. To the extent permitted by law, this Contract is irrevocable, independent of Lessee's acceptance of Equipment.