

RENTAL TERMS & CONDITIONS:

1. Customer 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 expected.
2. Customer shall pay HUDCO LEASING 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 of repair to put it into the same condition it was in at the time of rental, normal wear and tear expected. HUDCO LEASING's invoice for replacement or repair is conclusive as to the amount CUSTOMER shall pay under this paragraph for repair or replacement.
3. The CUSTOMER shall not remove the equipment from the address of the CUSTOMER or the location shown herein as the place of use of the equipment without prior written approval of HUDCO LEASING. The CUSTOMER shall inform HUDCO LEASING upon demand of the exact location of the equipment while it is in the CUSTOMER possession.
4. RENTAL CHARGES AND FEES: The rental period begins when the rented item leaves the OWNER's facility and will end when the item returns to OWNER's facility in good operating condition. If the item is returned in need of repair due to fault of the CUSTOMER, the CUSTOMER will be charged rent while the machine is being repaired. A rental day is calculated by POSSESSION of a unit for more than four (4) hours on any calendar day. EIGHT (8) hours constitutes the allowable hours in a day. Any hours in excess of Eight (8) hours in a day or FORTY (40) hours in a week will be charged as overage. A rental day is TWENTY-FOUR(24) consecutive hours with a maximum shift consisting of 8 hours running the equipment. A Rental week consists of possession of a machine longer than three (3) days to a maximum of seven (7) days with a maximum of forty (40) running hours on the equipment. Hours in excess of forty (40) in a week will be charged as overage. A Rental month is at least 3(three) consecutive weeks or seventeen (17) days with a maximum of one hundred seventy two (172) running hours on the equipment. Hours in excess of this will be charged as overage. Overage will be calculated based on the rental term. ****THERE ARE NO CREDITS GRANTED FOR EQUIPMENT USED LESS THAN THE ALLOWABLE HOURS. The Rental Period is billed by possession of the machine***
5. NOTICE OF COMMENCEMENT: In Certain states, General Contractors are required to be notified when a vendor of a subcontractor will (has) performed work or provided materials for improvement at a job site location. Customers of HUDCO LEASING are required to notify officers, agents, or employees of HUDCO when equipment will be, or as been used, at a location that requires a notice of commencement. CUSTOMER is required to provide the following 1) NAME, ADDRESS, and CONTACT INFO of General Contractor 2) Legal description (incl County) of property upon which the improvements are being made and equipment will be located 3) NAME and ADDRESS of the surety for payment bonds. HUDCO LEASING reserves the right to file preliminary notices in locations it is required to do so.
6. DELIVERY AND PICKUP: Delivery and pickup of rental equipment are additional services that will be billed as separate charges from the rental of the machine. HUDCO LEASING shall not be responsible for damages arising out of delivery delay, including but not limited to work stoppages, delivery or operational deficiencies, or failure, breakdowns, strikes, acts of God, unavailability of replacement equipment or any other nature or any other cause whether such delays are avoidable or not. CUSTOMER MUST TEXT OR EMAIL HUDCO LEASING WHEN EQUIPMENT IS READY FOR PICKUP. THE NOTIFICATION MUST BE FROM WRITTEN COMMUNICATION.
7. Equipment must be returned full of fuel. If unit is returned and needs fuel CUSTOMER will be charged fuel.
8. The equipment shall be delivered to CUSTOMER and returned to HUDCO LEASING at the CUSTOMER's risk, cost and expense. If a periodic rental rate is charged by HUDCO LEASING, rental charges are billed to the CUSTOMER for each period or portions of the period from the time the equipment is delivered to CUSTOMER until its return. If a term rental rate is charged by HUDCO LEASING, rental charges are billed to the CUSTOMER for the full term even if the equipment is returned before the end of the term. If the equipment is not returned during or at the end of the term, then the rental charges shall continue on a full term basis for any additional term or portion thereof until the equipment is returned.
9. 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 HUDCO LEASING does not constitute a waiver of any of the rights HUDCO LEASING has under the rental agreement. All exceptions to this will only be acknowledged if the request is made in writing and confirmed by HUDCO LEASING.
10. The CUSTOMER shall allow HUDCO LEASING LLC to enter CUSTOMER 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 CUSTOMER is in default of any of the terms and conditions of this agreement, HUDCO LEASING, and his agents, at the CUSTOMERS risk, cost and expense may at any time enter the CUSTOMER's premises where the rented equipment is stored or used at all time and recover the rented equipment.
11. The CUSTOMER shall not pledge or encumber the rented equipment in any way. HUDCO LEASING may terminate this agreement immediately upon the failure of CUSTOMER to make rental payments when due, or upon CUSTOMERS filing for protection from creditors in any court of competent jurisdiction.

12. HUDCO LEASING makes no warranty of any kind regarding the rented equipment, except that HUDCO LEASING 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 CUSTOMER returns the non-conforming equipment.
13. CUSTOMER indemnifies and holds HUDCO LEASING harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
14. The CUSTOMER shall pay all reasonable attorney and other fees, the expenses and costs incurred by HUDCO LEASING in protection its rights under this rental agreement and for any action taken OWNER to collect any amounts due HUDCO LEASING under this rental agreement.
15. In the event Customer believes the rental property is unsafe or in need of repair, customer agrees to immediately suspend use of the equipment and notify Hudco Leasing LLC of repair needs.
16. These terms are accepted by the CUSTOMER upon delivery of the terms to the CUSTOMER or the agent or other representative of CUSTOMER's.
17. This Contract is made in the State of Georgia and CUSTOMER agrees that in the event of any suit or claim filed in connection with the agreement, CUSTOMER consents to the jurisdiction and venue of the Superior Court of Catoosa County, Georgia, and further agrees that Georgia law controls the entirety of transaction as well as any dispute arising out of this agreement.
18. BANKRUPTCY: CUSTOMER covenants and agrees not to commence bankruptcy or insolvency proceedings against Hudco Leasing. Stop Payment on any negotiable instrument, or hold the rental equipment without payment made to HUDCO LEASING LLC as due. CUSTOMER agrees debt to HUDCO LEASING LLC shall be non-dischargeable and HUDCO LEASING shall not be required to assert same in any court.
19. DEFAULT AND REMEDIES: If CUSTOMER shall fail to make any rental payment when due, shall fail to perform obligations stated herein, shall attempt to sell or encumber any interest in the Equipment, shall cease doing business as a going concern, shall institute or have instituted against it any proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors or shall fail to comply with any provision of this lease, or if any attachment, execution, writ, etc or other process is levied against the Equipment or any of the CUSTOMERS property, or if for any reason HUDCO LEASING LLC deems itself unsafe. HUDCO LEASING LLC reserves the right to immediately and without notice terminate the lease, at which time CUSTOMERS's rights under this agreement shall cease. b) declare the entire balance of the rental payments due and payable together with all expenses of collection by suit or otherwise, including attorneys fees in the amount of 15% of the total amount of rental fee, damages charges, and interest collected by or through an attorney at law.
20. DAMAGE WAIVER. You will be charged for the Damage Waiver unless you provide evidence of insurance. The Damage waiver will be charged on all rentals unless you deliver to HUDCO LEASING a certificate of insurance from an insurance company acceptable to HUDCO LEASING, meeting all of the insurance requirements. If effective insurance is not maintained and proven, you will be charged the Damage Waiver even if you produce a certificate of insurance at a later date. Damage Waiver is Not Insurance. By payment of the amount equal to fourteen percent (14%) of the total rental charges and with immediate notification in the event of an accident and the prompt submission of applicable police reports, HUDCO LEASING and Customer agree that HUDCO LEASING LLC will waive certain claims (e.g.: fire, flood, wind and earthquake) against Customer for direct physical damage to the equipment while in use by the Customer. Customer to maintain its own insurance on the Equipment. In the event of damage to the Equipment, Customer further agrees to file a claim with its insurance carrier and assign said claim and any and all proceeds from such insurance to HUDCO LEASING LLC. Upon request of HUDCO LEASING, Customer shall fully cooperate and furnish the name of Customer's insurance agent, insurance company, and complete information concerning insurance coverage carried. Notwithstanding the foregoing the following conditions are not covered under the Damage Waiver:
 - a. Any item of equipment or part thereof which is not returned for whatever reason, including theft.
 - b. Damage resulting from improper use, failure to secure during transportation, overloading or exceeding the rated capacity of the equipment.
 - c. Damage to motors or other electrical appliances or devices caused by artificial current.
 - d. Damage to tires, tubes and wheels caused by blowout, bruises, cuts and other causes inherent in the use of the equipment.
 - e. Damage as a result of vandalism or malicious mischief or intentional abuse;
 - f. Damage resulting from misuse, abuse, failure to maintain, cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of equipment;
 - g. All damage resulting from overturning;
 - h. All damage resulting from use of the equipment in violation of any provision of this Rental Agreement, violation of any law, ordinance or regulation.
21. This Rental Agreement may be executed or delivered by facsimile or e-mail. If this Rental Agreement is executed or delivered by facsimile or e-mail, Customer acknowledges receipt of a completed Rental Agreement and agrees to all of the terms and conditions of such Rental Agreement.