

Dun Rite Rental Equipment Rental Agreement

The rental agreement made on this date, between Dun Rite rentals with a mailing address of 7101 Rawsonville road, Belleville Michigan, 48111 and the lease.

The lease is a fixed type per the agreed upon time frame and pricing listed in the invoice. Rent shall be paid by the lease in one of the following manners major credit card, cash or check.

Late fees, if any of the amount of the rental agreement is late the lessee will be obligated to pay a late fee.

Security deposit, lessee is responsible to pay a security deposit. All security deposits will be returned less any damages or refueling fees occurred during said rental. All lessees will be required to have a major credit card on file in the event said security deposit does not cover said fees.

A delivery fee will be assessed if lessor is delivering equipment.

Lessee will not have the option to purchase equipment at the end of lease terms.

Lessor is responsible for repairs and maintenance due to normal wear and tear. Lessee is responsible for any and all damages caused by misuse of said equipment.

Lessee shall not be required to have or hold insurance on the equipment. Although, the lessor shall be held harmless and indemnified from any and all wrongdoing in the connection with any injury of any person in the operation of said equipment.

Acceptance of equipment. The Lessee shall inspect each item and part of any equipment upon delivery and pursuant to this agreement. The lessee has one hour from the time of delivery to inform lessor of any discrepancies. If for any reason the lessee claims the equipment was not the same as described under the agreement the lessee shall be able to return the equipment and obtain a full refund for any rent, and security deposit and any other payments made.

No Warranty, the lessor makes no warranties, expressed or implied to the equipment leased. The lessee assumes responsibility for the condition of the equipment.

Risk of loss or damage. The lessee assumes all risk of loss or damage to the equipment from any cause and agrees to return it to the lessor in the condition in which it was received, with the exception of wear and tear unless otherwise provided in the agreement.

Damaged or lost equipment. Unless otherwise provided in this equipment. If the equipment is damaged or lost, the lessor shall have the option of requiring the lessee to either repair the equipment to a state of good working order or replace the equipment with like equipment of equal value. The final decision for approval of any lost or damaged equipment will be ultimately up to the lessor.

Taxes and fees, during the lease term the lessee shall be required to pay any applicable taxes, assessments, licenses, registration or any other fees associated with the handling and operation of the equipment.

Default. The occurrence of any of the following shall constitute a default under this agreement.

Failure of payment the failure of the lessee to make a required payment under this agreement;

Violation of agreement. The violation of any provision of this agreement that is not corrected immediately after notice has been received

Bankruptcy, the insolvency or bankruptcy of the lessee and

Seizure, the subjection of any of the lessee's property to any levy seizure assignment application or sale for or by any creditor or government agency.

Rights under default. If the lessee shall default under this agreement and without notice to or demand on the lessee the lessor may take possession of the equipment as provided by law with the right to deduct the cost of recovery including any attorney's fees and legal cost in addition to bring to the same condition as the lessee received upon initial delivery.

Assignment. The lessee is strictly prohibited from assigning or subletting the equipment in any manner unless written consent is given by the lessor. In addition, the equipment may not be used by any person or associate other than the lessee and their agents employees and subcontractors.

Severability. If any portion of this agreement shall be held invalid or unenforceable for any reason the remaining provision of this agreement shall continue to be valid and enforceable. If a court finds that any provision of the agreement shall be deemed to be written construed and enforced as so limited.

Governing law. This agreement shall be construed and governed in accordance with the laws located in the state of Michigan.

Entire agreement This agreement constitutes the entire agreement between the parties No modification or amendment of this agreement shall be effective unless in writing and assigned by both parties. This agreement replaces any and all prior agreements made between the parties.

Execution. Lessee and lessor each represent and warrant to the other that each person executing this agreement on behalf of each party is duly authorized to execute and deliver this agreement on behalf of each party