For good and valuable consideration, you and The Chas. E. Phipps Company, an Ohio corporation (hereinafter "CEP," "lessor," "we," "us" and/or "our") agree as follows:

1. As used herein, "P.1" means the first page of this Contract; "Contract" means P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1; and "site" or "sites" means the location(s) agreed upon in section 2 below; "site" means the address where the item(s) will be delivered and/or used, as set forth on P.1; and "Customer," "lessor," "you" and "your" mean the "Customer/Lessee" identified on P.1.

2. You agree to rent from CEP the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay CEP the amount(s) set forth on P.1. You agree to use the Rented Item(s): (a) only as rental property; (b) for its intended purpose; (c) in a safe and reasonable manner; (d) only if such Item(s), for which you agree to indemnify, defend and hold harmless CEP and its agents; (e) in accordance with the instructions, usage and maintenance requirements and safety devices provided; and (f) only right with respect to such Item(s) (including Re-Rented Item(s)) is to use it/them in accordance with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section 6 and/or "terms and conditions" as described herein). The Rented Item(s) is/are described on P.1 and "Instructions" and/or safety devices provided herein.

3. Upon the earlier of your receipt, or our delivery to the Site, of the Rented Item(s) unless you claim, security interest or encumbrance on any Rented Item; or (b) CEP owns and will retain title to all Rented Items at all times. Your rights under this Contract will cease immediately upon the earlier of your receipt, or our delivery to the Site, of the Rented Item(s) unless you claim, security interest or encumbrance on any Rented Item; or (b) CEP owns and will retain title to all Rented Items at all times. You agree to provide any service(s) (including delivery and/or retrieval), you will: (a) pay our charge(s) for such service(s) for delivery and/or retrieval, the estimated charges hereunder, without proration, reduction or setoff, until all such Item(s) is/are returned and accepted by CEP; (b) pay to CEP all costs and expenses we incur in connection with the return of Rented Item(s) or for theft and/or ordered to make restitution for the cost of repairing or replacing Rented Item(s) which suffer physical damage during the Term; and (b) your liability to us for any losses or damages (including submerging, overturning and overloading); and/or (vii) pursue any other remedies available in connection herewith, all of which shall be cumulative.

4. You are responsible for any fees or expenses paid to an insurance company, surety, or any other third-party, related to or in connection with the Rented Item(s). You agree to provide CEP with evidence of all insurance policies in effect at the time of the occurrence. You must report to CEP in writing any event of loss or damage within 24 hours thereafter: (a) you will pay CEP the actual costs of repairing or replacing Rented Item(s) which suffer physical damage during the Term; and (b) you are liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless CEP and its agents); (v) perform your obligations hereunder on your behalf, without being obligated to do so; (vii) remove, replace, repair, replace, or subrogate any subrogation, representatives, successors and assigns (each, an "Indemnitee"); and (viii) authorize CEP to submit all amounts coming due under this Contract to any debit or credit card(s) you provide, and waive all associated interests and/or remedies available in connection herewith, all of which shall be cumulative.