

**THE FOLLOWING RENTAL TERMS AND CONDITIONS ARE PART OF THE CONTRACT BETWEEN THE CUSTOMER AND
DIAMOND RENTAL, LLC (“DIAMOND” OR THE “COMPANY”)**

TERMS OF RENTAL. Customer’s signature (physical or electronic) to this rental contract, together with acceptance of the rental equipment, constitutes acceptance of these contract terms. If Customer has requested that the equipment be dropped off in the absence of Customer, then Customer assumes the risk of loss, damage, or destruction prior to taking actual possession.

REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the equipment becomes unsafe during use, customer agrees to discontinue use and notify Diamond. If possible, Diamond will replace the equipment with similar equipment in good working order. Diamond shall not be responsible for any incidental or consequential damages to persons or property caused by the equipment, delays from its malfunction or otherwise.

INDEMNITY, RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS DIAMOND ENTITIES HARMLESS AND AT DIAMOND’S REQUEST, DEFENDS DIAMOND ENTITIES (WITH COUNSEL APPROVED BY DIAMOND), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY’S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS’ COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER’S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer’s indemnification obligations under this paragraph shall be joint and several.

HOLD HARMLESS. Customer agrees to assume the risk of, and hold Diamond harmless from, any and all damage to persons or property caused during loading, unloading, pick-up, delivery or by the goods whether used properly or improperly, unless such damage results from Diamond’s negligence.

TIME OF RETURN NOTICE. Customer’s right to possession terminates on the expiration of the rental period and retention of possession after such time constitutes a material breach of this contract. Time is of the essence in this contract. Any extension must be mutually agreed upon in writing. Customer agrees that Diamond may enter customer’s property or any location where rental property of Diamond is located and retake the same without any claim arising against Diamond for so doing. Customer will be responsible for normal pick-up charges.

Failure, refusal, or neglect to return the rental property within 72 hours after the agreed rental period has expired, or the presenting of false, fictitious, or misleading identification to Diamond shall be considered a gross deviation from the rental contract and shall constitute prima facie evidence of an intention to commit theft.

SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions.

COLLECTION COSTS. Should any of the provisions of this agreement require enforcement through legal means the customer agrees to pay all costs including costs of collection, court costs, interest, and attorney’s fees for enforcement of Diamond’s rights under this contract. When paying by check, customer expressly authorizes merchant to debit customer’s checking account for any check returned plus any applicable returned check fees...

JURISDICTION. Any dispute arising under, out of, or in connection with this agreement or related to any matter which is the subject of this agreement shall be governed by Utah law, and shall be decided solely and exclusively by the Third District Court, Salt Lake County, State of Utah, or the Salt Lake County Justice Court, Salt Lake County, State of Utah, unless the dispute involves a mechanic’s lien in which case the action shall be filed in the state district court of the county in which the real property subject to such lien is located. The party filing any legal action arising from this agreement may choose whether to file in the Third District Court or Justice Court referenced above.

WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESSED OR IMPLIED. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER’S INTENDED USE, OR THAT IT IS FREE OF DEFECTS.

MAINTENANCE AND CARE AND INSPECTION. Customer is responsible for lubrication and normal service of equipment and is responsible for all damages, direct or indirect due to lack of lubrication or maintenance. Further, Diamond shall have the right at any time to enter the premises where the equipment is being used or is thought to be located without becoming liable for trespass or fraud and shall be given free access thereto for the purpose of inspection or service of such equipment.

FAULTY EQUIPMENT. Customer must notify Diamond immediately if equipment does not function properly.

SUB-RENTING. Diamond equipment shall not be sub-rented by the customer, nor shall customer assign or transfer any interest in this agreement without the prior written consent of Diamond.

INSPECTION. Customer acknowledges that customer has had an opportunity to personally inspect the equipment and finds it suitable for customer’s needs and in good condition, and that customer understands its proper use. Customer further acknowledges customer’s duty to inspect the equipment prior to use and to notify Diamond of any defects.

CUSTOMER LIABILITY; CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR

USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify Diamond, the police, if necessary, and Customer’s insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Diamond or its agents investigate; (c) immediately submit copies of all police or other third party reports to Diamond; and (d) as applicable, pay Diamond, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Diamond shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

DAMAGE WAIVER. Under the terms of the Damage Waiver offered by Diamond, the Company agrees to waive certain damage claims, as more fully described below, against the customer. For the payment by the customer of 15% of gross rental fees, Diamond will waive up to \$2,000 of damage to rental equipment. Customer will be responsible for damages in excess of the Damage Waiver amount. If Damage Waiver is purchased, Diamond also agrees to waive the subrogation of claims by Diamond’s insurance carrier up to the amount of Damage Waiver purchased by Customer.

Damage Waiver applies to accidental damage to the equipment rented under this contract that occurs during the course of the equipment’s use by the customer. The only exceptions to this waiver are:

1. Any loss or damage due to theft, vandalism, misuse, or abuse.
2. Any loss or damage resulting from the customer’s failure to properly service or lubricate the equipment.
3. Any loss or damage resulting from overload or exceeding the rated capacity of equipment.
4. Any loss or damage caused by the infidelity or malfeasance of the customer, customer’s employees, or persons to whom the equipment was entrusted.
5. Any use of the equipment in violation of the law or any terms of this Agreement.

Under the terms of Diamond’s Damage Waiver, “misuse” and “abuse” are terms that apply to the use of equipment outside the scope of its intended use and in a manner that a reasonable person should know would cause damage to the equipment.

This Damage Waiver is null and void if the damage is caused by a third party not associated or related to the customer. In this instance, the Company reserves the right to collect from the individual or entity that caused the damage.

If the Customer has insurance covering part or all of the damage, customer shall exercise all rights available under the insurance, take all action necessary to process a claim and customer shall further agree to assign the claim, along with any and all proceeds from such insurance, to Diamond. At Diamond’s request, the customer shall furnish the name of the insurance agent and the insurance provider, along with all information concerning the insurance policies and coverage. Diamond’s waiver of claims against the customer is contingent upon customer submitting to Diamond a copy of any relevant police report within 14 days of the loss or damage.

DIRTY, DAMAGED OR LOST EQUIPMENT. Customer agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, while the goods are out of the possession of Diamond, reasonable wear and tear excepted. Rental charges cannot be applied against the purchase or cost of repair of damaged or lost goods.

Equipment damaged beyond repair will be charged to Customer at its replacement market value. The cost of repairs will be borne by the customer, whether performed by Diamond, or at Diamond’s option by others.

FORCE MAJEURE. Diamond shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Diamond’s control, including, without limitation, the following force majeure events (“Force Majeure Event(s)”: acts of God; flood, fire, earthquake, epidemics, pandemics or explosion; war, terrorist threats or acts, riot or other civil unrest; government actions; other events beyond the control of Diamond).

TIME AND CHARGES. Diamond will charge from the time equipment is picked up or delivered until equipment is returned, including Saturdays, Sundays, and Holidays.

CREDIT CARD AND BLANK CHECK AUTHORIZATION. Customer, and any person who has signed this Contract, authorizes Diamond to at any time charge the credit card(s) given in connection with equipment rented or parts, equipment and services purchased. Customer also authorizes Diamond, to submit for deposit any incomplete negotiable instruments, including checks, executed by Customer or any officer, manager, or agent thereof, made out to the order of and given to Diamond as a deposit toward any amounts due and owing, five (3) days after the end of any rental period if payment in full is not made in another form. Customer expressly authorizes Diamond to complete the negotiable instrument or check by including thereon any amounts due and owing. THESE AUTHORIZATIONS SHALL BE VALID FOR AMOUNTS OF ANY FUTURE, ON-GOING, RENTALS OR PURCHASES, INCLUDING BUT NOT LIMITED TO, ADDITIONAL BILLING FOR LOST, STOLEN OR DAMAGED RENTAL EQUIPMENT.

ACCOUNTS. 1 ½% per month charged on unpaid balance over 3 days late.