



Zorn Compressor & Equipment, Inc.
1335 E. Wisconsin Avenue, Pewaukee, Wisconsin 53072
Phone: (262) 695-7000 Fax: (262) 695-7017

EQUIPMENT RENTAL AGREEMENT

- 1. INSURANCE.** Insurance for the Equipment by the Renter is required to be obtained that is equal to the replacement value of the Equipment. If requested by the Owner, the Renter must provide proof of insurance.
- 2. USE OF EQUIPMENT.** The Renter agrees to use the Equipment for its intended use and legal purposes. Any use of the Equipment outside of its intended use or for unlawful purposes can result in the termination of this Agreement. The Renter also agrees to monitor the Equipment and report any abnormalities or malfunctions to the Owner.
- 3. MAINTENANCE.** Any rental exceeding a duration of 90 days is considered a long-term rental. It is the Renter's responsibility to ensure that the Equipment is being maintained in accordance with industry standards. All maintenance is to be performed by Owner at the current standard time and material rates. The Renter shall be responsible for these charges. Any repairs, modifications, or damage caused to the Equipment, except for common wear and tear resulting from its intended use, shall be the Renter's responsibility.
- 4. REPAIRS.** If, at any time, the Equipment ceases to function in its intended use at no fault of the Renter, the Owner agrees to either:
 - a.) Replace the Equipment. The Owner shall replace the Equipment with another that is equal in respect to brand, function, features, and purpose. During the exchange period under which the Renter has notified the Owner of the requested repair and the time it takes to replace the Equipment, there shall be no rent payment owed by the Renter; or
 - b.) Repair the Equipment. The Owner shall repair the Equipment on a timely basis and in accordance with industry standards. During the repair period under which the Renter has notified the Owner

If the Renter is not at fault for the repair needed to the Equipment, the Renter shall not be charged during the exchange period under which the Renter has notified the Owner of the Equipment's malfunction to when the Equipment is repaired or replaced and returned to the Renter. Any payments made shall be credited for future use of the Equipment.

- 5. DEFAULT.** In the event of Default by the Renter, the Owner may terminate this Agreement and take possession of the Equipment without prejudice to any other remedies the Owner may have.
- 6. INDEMNIFICATION.** The Renter shall indemnify and hold the Owner harmless from any claims or causes of action for personal injury, death, property damage, or for other expenses or costs arising from the Renter's possession, use, or misuse of the Equipment. **IN NO EVENT SHALL OWNER BE LIABLE FOR INCIDENTAL, COLLATERAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS OR GOODWILL, LOSS OF PROGRESS OR CONSTRUCTION, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INCURRING OF MACHINERY OR FACILITY DOWNTIME.**
- 7. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Owner and the Renter concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.
- 8. GOVERNING LAW.** This Agreement shall be governed under the laws located in the State of Wisconsin.