

Customer agrees to pay for damage to tires and tubes caused by blowout, bruises, cuts, road hazards, or other causes inherent in the use of the equipment. Rental charges are for total time equipment is in customer's possession. If equipment fails, do not attempt to repair. Notify Kapp's office at once! Customer has read discussed and understands the terms of this agreement and agrees to be bound thereby. Unless otherwise stated, this lease shall expire on the date shown below. EQUIPMENT SHALL BE USED ONLY WITH PRODUCT SUPPLIED BY KAPP U-CART CONCRETE. **IF THE EQUIPMENT IS NOT PROPERLY CLEANED AFTER USE, LESSEE AGREES TO PAY A \$100.00 CLEANING AND/ OR DUMP CHARGE. IF THE EQUIPMENT IS USED MORE THAN TWO HOURS, THERE IS A \$100.00 FEE FOR THE FIRST LATE HOUR AND A \$200.00 FEE FOR EACH HOUR THERE AFTER. THERE SHALL BE NO COLOR ADDED INTO ANY CONCRETE MIXER LEASED. ADDING COLOR MAY RESULT IN A FEE UP TO \$300.00.** Lessee is solely responsible for using an adequate size truck with sufficient towing capability for the equipment and load. The following are minimum requirements:



<u>YDS OF CONCRETE</u>	<u>TOWING CAPACITY</u>
¼	½ TON
½	½ TON
¾	½ TON
1	½ TON
1 ¼	½ TON
1 ½	¾ TON
1 ¾	¾ TON
2	1 TON

Lessee acknowledges that the above equipment has been delivered to his custody and control for his own use and in consideration, he agrees to pay the rental charge and sign this agreement. Lessee further agrees not to sell, loan, sublet, or mortgage the lease equipment and to return the same in as good condition as when received. **LESSEE ACKNOWLEDGES THAT HE HAS INSPECTED SAID TRAILER, TRAILER HITCH AND SAFETY CHAIN AND OTHER ITEMS OF EQUIPMENT AND THAT HE HAS FOUND THE TRAILER AND HOOK-UP SAFE AND SECURE AND THE OTHER EQUIPMENT SERVICEABLE AND HE ACCEPTS THE SAME, AGREEING TO INDEMNIFY AND SAVE THE ABOVE COMPANY HARMLESS FROM ANY LIABILITY, CLAIM, OR EXPENSE ARISING FROM ANY INJURY OR DAMAGE TO HIS PERSON OR PROPERTY OR OTHER PERSONS OR PROPERTY THAT MAY OCCUR WHILE SAID EQUIPMENT IS IN HIS CUSTODY OR AS A PROXIMATE RESULT OF IT'S BEING IN HIS CUSTODY.** In the event of any accident lessee agrees to make a written report to the above company. Lessee agrees to comply with all laws of the state covering the use of the trailer, to travel within the speed limit, and to assume all responsibility for theft, confiscation, conversion, and other citations and penalties incurred against said trailer while in his possession. **Lessee attests to carry an active insurance policy with liability limits no less than the state required minimum limits of liability.** THE LESSEE AGREES TO TOW THE TRAILER AT A SAFE SPEED ACCORTING TO THE ROAD AND WEATHER CONDITIONS AND UNDERSTANDS THAT THE MAXIMUM TRAILER SPEED IS **40 MPH**. TOWING THE TRAILER ON THE INTERSTATE IS NOT PERMITTED. IN THE EVENT OF AN ACCIDENT AND/OR DAMAGE TO TRAILER, LESSEE AGREE'S TO PAY FOR LESSOR'S LOST REVENUE DUE TO SUBSEQUENT DOWNTIME. THE TRAILER IS NOT TO BE TOWED OFF PAVED ROADS. **LESSEE ACKNOWLEDGES AND AGREES THAT KAPP U-CART CONCRETE A DIVISION OF KAPP CONSTRUCTION AND DEVELOPMENT CO INC., WILL NOT BE RESPONSIBLE FOR THE IMPROPER FINISHING OF ANY CONCRETE PRODUCT.** Lessee acknowledges receipt of materials and agrees to pay for the material(s) according to the description and amounts on the reverse side hereof. A finance charge of 1 ¾ % per month – which is an ANNUAL PERCENTAGE RATE OF 21 %, will be applied to any unpaid balance. All accounts are due and payable on or before the 10<sup>th</sup> of the month following date of invoice, unless otherwise specified. If collection must be made by suit or otherwise, Purchaser/Lessor agrees to pay a 40% collection fee, attorney's fees and court costs.

**I AGREE TO, AND UNDERTSAND THE TERMS SET FORTH BY KAPP U-CART A DIVISION OF KAPP CONSTRUCTION.**

**SIGNED: X** \_\_\_\_\_