

Azgrip.com Rental Policy Guide, Conditions, and Contract

AZGRIP.COM (AZG) will make every effort to design a rental to meet the renter's needs. The renter is required to provide security and insurance, adequate to our satisfaction, to protect the equipment.

Cancellations:

Notice of cancellation of services must be submitted at least 24 hours in advance of intended use. Failure to do so will result in a ½-day charge.

Rental Fees:

Rental fees are as posted on the AZGRIP.COM website unless other written arrangements have been made with Mike Hall at AZG, or as per rental agreement. Minimum rental period is one day

Payment:

Payment of the rental fee is required at the end of the rental term, unless other arrangements are made. Lessee agrees to hold AZGRIP.COM and Mike Hall senior in any debenture, including, and not limited to the collection of personal debt and/or the attachment to a personal dwelling or real estate without regard to homestead entitlement. Any discrepancies between actual and estimated cost will either be billed for directly after work is complete, or a credit will be given immediately. We will accept cash or cashier's check. Personal or business checks are accepted at our discretion. Credit arrangements must be approved in advance. Proper identification is required.

Renter's Responsibility:

The renter is wholly responsible for any loss or damage to the rental equipment. Azgrip.com or Mike Hall does not offer any insurance coverage for the rental items. In the event of loss or damage of the item, for any reason, or if the item is not returned on or before the agreement expires, the renter will be liable for up to full replacement value of the equipment, and possible penalties given at the discretion of Azgrip.com. All equipment is available for inspection and testing by the renter on the day of rental. Failures must be reported immediately. Azgrip.com or Mike Hall will determine any price adjustments due to failure. In the event of an equipment failure, back-up equipment will be supplied to the very best of our abilities. Unauthorized service, use, or modification to any rental equipment will result in further charges and possible liability. Azgrip.com reserves the right to inspect the equipment at any time during the rental term and has the option to remove the equipment for failure to meet with the contract terms, without refund. The Lessee agrees to allow access to any leased or rented items at all times at any cost to lessee.

Liability:

Indemnity Lessee hereby agrees to indemnify and hold harmless Azgrip.com and Michael Hall, it's offices and/or employees from any and all claims, damages, losses, suits, incidentals, labor loss, liabilities (including Worker's Compensation for lessee's employees and agents either full-time or day-hired), including attorney fees for: loss of life or injury to any person, damage to property or other damages or losses whatsoever, resulting directly or indirectly from a cause or occurrence in, upon, at or from the use of rented equipment or facilities, including but not limited to such damage or injury which may be caused by the negligence of AZG or Michael Hall, its agents, offices, or employees. Further, Lessee/Renter ("You") agree to defend, indemnify, and hold Michael Hall and Azgrip.com ("Us") harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees ("Claims"), in any way arising from, or in connection with the Vehicles and Equipment rented/leased (which vehicles and equipment, together, are referred to in this document as "Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, from the time the Equipment leaves our place of business when you rent/lease it until the Equipment is returned to us during normal business hours and we sign a written receipt for it the Equipment Liability of Lessee. This contract shall remain in effect as long as the two parties have business together.

Legal Action:

Any dispute arising under or pursuant to this agreement shall be controlled by Arizona Law. Should Lessee default, or fail to perform under any provision herein, lessee agrees to pay reasonable attorney's fees and other costs actually incurred by AZG in enforcing such provisions. This agreement involving equipment, facilities, and services shall not be amended or modified except by mutual agreement, in writing, signed by both parties. Counterparts and Facsimile Signatures. This agreement may be executed simultaneously or in two or more counterparts each of which shall be deemed an original and all of which shall taken together shall constitute one in the same instrument.

Collection and Arbitration. Invoices are payable upon receipt of invoice and not later than thirty (30) days unless a different payment method is agreed upon in writing. Payments not paid within such thirty (30) days shall be considered past due and a late charge and finance charges may be assessed. You agree to pay attorneys' fees and collection costs in the event it is deemed necessary by us to pursue collection of past due accounts through a collection agency or by an attorney. This includes efforts to collect on equipment losses. Any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement or breach of this Agreement will be settled by arbitration, in Maricopa County, Arizona. The arbitration will be conducted by a single arbitrator under jurisdiction of and the then-current rules of the American Arbitration Association. The decision and award of the arbitrator will be final and binding and any award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorneys fees and costs in addition to any other relief granted.

Severability. If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, without limitation, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

Insurance Requirements:

Lessee must provide AZG with evidence of Comprehensive General Liability Insurance in amount not less than \$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage Liability. In the event that insurance certification is not presented by the time of rental, lessee assumes all and total liability for the rental, including and not limited to items described on the invoice or ledger, personnel, and collateral equipment.

And

All risks insurance on all equipment rented from AZG in the amount of \$100,000 for the contents of the 2-ton trailer and grip package, or other amount specified for "equipment only" rentals. This agreement shall remain in effect for the remainder of the calendar year from the date first signed by Lessee.

Certificate of Insurance

Lessee certifies and by signing below testify that they have attained/ provide insurance that covers:

- 1-List AZG as Loss Payee as respects misc. equipment, physical damage to autos, and comprehensive and collision.
- 2-List AZG as Additionally Insured as respects to: third party property damage, comprehensive general & auto liability.
- 3-Provide for a 10 day written notice of cancellation or reduction in coverage.
- 4-Contain in a statement that the insurance is primary with AZG over all other insurance.

5-Certificates can be addressed to: **Azgrip.com 7520 West Taro Lane Glendale, AZ 85308** and/or faxed to Azgrip.com 623-561-6490

LESSEE/RENTER AGREES TO THE ABOVE TERMS AND CONDITIONS AS LISTED IN ITEMS ABOVE, THERE ARE TWO PAGES TO THIS AGREEMENT, and is liable for the equipment and vehicles from the time they leave the premises until the time they are returned to Azgrip.com/Mike Hall and are signed back in.

_____ for _____ Date: _____

Authorized Lessee Signature

Company Name

Please sign and fax this document, and insurance certificate prior to rental to: 623-561-6490