

Sold to:

Ship to:

****Rental Period from: _____ through _____****

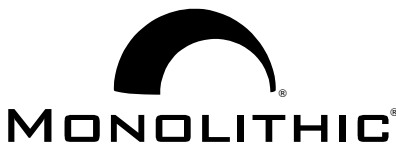
Monolithic Portable Concrete Mixer Serial # _____		\$0.00
Sales Tax	7.75%	\$0.00
Shipping to and from site		\$0.00
Total		\$0.00

ALL INVOICES ARE DUE AT TIME OF RENTAL EXCEPT BY PRIOR ARRANGEMENT.

READ BEFORE SIGNING : Monolithic hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all *TERMS AND CONDITIONS* listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMINDERS: (1) **Customers pays for all time the Equipment is out, including Saturdays, Sundays and** Holidays (excepting time in shipment either to or from Customer). (2) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (3) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Detail of the above as well as other obligations and responsibilities are contained in the **TERMS AND CONDITIONS ON THE REVERSE**. **THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF THE CUSTOMER (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND (3) IS FULLY FAMILIAR WITH ITS OPERATIONS AND USE.**

Date: _____

Customer's Signature ***



Rental Contract Terms and Conditions

1. **DEFINITIONS.** “*Monolithic*” means Monolithic identified on the first page of this Rental Contract from whom the Customer has rented and will return the Equipment. “*Equipment*” means any one or more of the items identified as such on the first page of this Rental Contract, and shall include any accessories, attachments or other similar items delivered to Customer, such as air hoses, electric cords, blades, liquid fuel tanks, and nozzles. “*Customer*” means the person or entity identified as such on the first page of this Rental Contract, including any representative, agent, officer or employee of Customer. “*Rental Period*” means the period of time between the “*Date*” and when the customer informs Monolithic to take the machine off of rent.
2. **AUTHORITY TO SIGN.** Any individual signing this Rental Contract represents and warrants that he or she is of legal age, and has the authority and power to sign this Rental Contract on their own behalf or for the Customer.
3. **DISCLAIMER OF WARRANTIES.** Monolithic makes no warranties, express or implied, as to the merchantability of the equipment or its fitness for any particular purpose. There is no warranty that the equipment is suited for customer’s intended use, or that it is free from defects. Except as may be specifically set forth in this rental contract, Monolithic disclaims all warranties, either express or implied, made in connection with this rental transaction.
4. **CUSTOMER AGREES TO INDEMNIFY MONOLITHIC.** As Monolithic has no control over the use of equipment by customer, customer agrees to indemnify and hold Monolithic harmless from any claims, regardless of whether such claims or actions are founded in whole or part upon any negligent act or omission of Monolithic, or any person, party or parties, for loss, injury, and damage to person or property arising out of the customer’s possession, use, maintenance or return of equipment, including legal costs incurred in defense of such claims. This indemnity provisional also applies to any claim against Monolithic based upon strict or product liability causes of action. Further, customer waives, releases, and renounces all claims, rights, and remedies against Monolithic in tort, contract or otherwise arising out of or in connection with the use, operation, possession, assembly, disassembly, or maintenance of the equipment, for any claims for personal injury, death, loss of use, revenue, or profit from the equipment, any claims of contribution or indemnity against Monolithic or any other direct, indirect, incidental, or consequential damages. This waiver includes any claim or cause of action based in whole or in part upon Monolithic’s own negligence or strict or product liability causes of action.
5. **RECEIPT & INSPECTION OF EQUIPMENT.** Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer’s needs. Customer is familiar with the proper operation and use of each item of Equipment. Customer further agrees to note any issues on the delivery receipt or rental agreement prior to signing acceptance of Equipment. Customer’s use of the Equipment and or receipt of this invoice acknowledges Customer’s acceptance of the Equipment and agreement to the Terms and Conditions of this Rental Agreement. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer’s towing vehicle, if any. Monolithic is not responsible for any damage to Customer’s towing vehicle caused by detachable hitches or mirrors.
6. **USE OF EQUIPMENT.** Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner; (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. **Customer agrees, at Customer’s sole expense and prior to rental to comply with all applicable municipal, state, and federal laws, local ordinances and regulations (including O.S.H.A.)** Customer agrees to check filters, fuel, oil, fluid levels, tire air pressure, to grease all grease points, to clean and visually inspect the Equipment daily and to immediately notify Monolithic when Equipment needs repair or maintenance. Customer acknowledges and understands that the expense(s) of fuel, grease, oil, and fluids which are used, consumed, and or otherwise depleted during the rental period are the Customer sole responsibility. Customer agrees to contact Monolithic regarding oil and fluid specifications prior to replacement. Customer acknowledges that Monolithic has no responsibility to inspect the Equipment while it is in Customer’s possession. Monolithic shall have the right to inspect and or replace the Equipment with other similar equipment at any time and for any reason.
7. **MALFUNCTIONING EQUIPMENT. Should the Equipment become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify Monolithic.** If such condition is the result of normal operation, Monolithic will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. Monolithic has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer’s sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to Monolithic within 24 hours from the time of defect in order to terminate rental charges.
8. **RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT.** At the expiration of the Rental Period, Customer will return the Equipment to Monolithic during Monolithic regular business hours, such Equipment to be in the condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. **If an after hours return of Equipment is necessary, Customer must contact Monolithic for instructions.** Customer shall be liable for all damages to and loss of the equipment from the time the Equipment leaves Monolithic until the Equipment is returned to Monolithic, including any damage during transit to and from Customer. In case of the loss or destruction of any equipment, or inability or failure to return same to Monolithic for any reason whatsoever, Customer will pay Monolithic the then full replacement list value together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Monolithic the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Monolithic shall be under no obligation to commence repair work until Customer has paid to Monolithic the estimated cost therefore.
9. **REASONABLE WEAR AND TEAR.** Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (8 hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (c) damage in the nature of dents, scratching, bending, tearing, staining, and misalignment to or of the Equipment or any part thereof; (d) wear resulting from the use in excess of shifts for which rented; and (e) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of Monolithic and in a manner which will not adversely affect the operation, manufacturer’s design or value of the Equipment.
10. **RENTAL PERIOD & CALCULATIONS OF CHARGES.** Rental charges commence when either (a) the Equipment leaves Monolithic in possession of the Customer, or (b) freight Pro-number tracking of the Bill of Lading shows arrival of Equipment to “Ship to” address. Rental charges end either (a) when the Equipment is returned to Monolithic, or (b) when the Customer calls for pick-up. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an 8 hour day, 40

hours per week, and 160 hours per month. On power equipment, operations in excess of one shift will be at Monolithic's standard premium rental rates. Customer will truthfully and accurately certify to Monolithic the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention or possession after this time is a material breach of this Rental Contract. **TIME IS OF THE ESSENCE.**

11. SECURITY / DEPOSIT. Monolithic, at its sole discretion, may require Customer to put on file a copy of a current Driver's License and a valid Credit Card. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guaranty by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by the Customer, the deposit will be credited against any damages, cost or expense incurred by Monolithic as a result of the breach.

Customers outside of the continental United States and Canada will be required to provide a wire transfer security/deposit equal to the purchase price of the mixer and shipping to and from location.

12. PAYMENT. All amounts due hereunder shall be payable in full at the beginning of the Rental Period, pick-up of the Equipment at Monolithic, or according to the terms on Monolithic's invoice to Customer, whichever comes first. Customer acknowledges that timely payment of rental charges is essential to Monolithic's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Monolithic agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 1.5% per month (18% per annum) on any such past due amounts, or the maximum amount allowed by applicable law. Customer agrees and hereby authorizes Monolithic to charge any amount due Monolithic against any credit card used in connection with the rental or credit card put on file, for any outstanding balance due Monolithic.

13. FAILURE TO DELIVER. Customer releases and discharges Monolithic from any and all liability or damages (including consequential and special damages) which might be caused by Monolithic's failure or inability to deliver any Equipment by any specified date or time.

14. TITLE / NO PURCHASE OPTION / NO LIENS. This Rental Contract is not a contract of sale, and title to the Equipment shall at all times remain with Monolithic. Unless covered by a specific supplemental agreement signed by Monolithic, the Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

15. TIRE/TUBE REPAIR OR REPLACEMENT. Repair or replacement of tires, tubes, and stems is the responsibility of the Customer and is not included in the rental rate.

16. DEFAULT. Customer shall be deemed to be in default should Customer in any way fail to pay

any amount when due hereunder, or to perform, observe or keep any provision of this Rental Contract, or should the Customer become "insolvent" (as defined herein), or should Monolithic anticipate the Customer may become insolvent or that Customer may otherwise become in default. If Customer is in default, Monolithic may do any one or more of the following; (a) terminate the Rental Period; (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefore; (c) cause Monolithic's employees or agents, without notice or legal process, to enter upon Customer's property to take all action necessary to retake and repossess the Equipment, in which event Customer waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by Monolithic in retaking and repossessing; or (d) pursue any other remedies available by law. The Customer shall be considered "insolvent" if the Customer (i) shall generally not pay, or shall be unable to pay, or shall admit its inability or anticipated inability to pay its debts as such debts become due; or (ii) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debts, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (iv) shall have had any such petition or application filed or such proceeding commenced against it in which an order for relief is entered or an adjustment or application is made; or (v) shall take any action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties. Further, Customer agrees and hereby authorizes Monolithic to charge any amount due Monolithic against any credit card used in connection with the rental or credit card put on file.

17. CUSTOMER'S INSURANCE COVERAGE. Customer agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement, to cover any damage or liability arising from the handling, transportation, maintenance, operation, possession or use of the Equipment during the entire Rental Period. When requested, Customer shall supply to Monolithic proof of such insurance by Certificate of Insurance clearly setting forth the coverage for the Equipment and naming Monolithic as loss payee and additional insured; such insurance and evidence thereof to be in amounts and form satisfactory to Monolithic. The Certificate of Insurance and policy shall provide that Monolithic shall receive not less than 30 days' notice prior to any cancellation of the insurance required hereunder. Failure by customer to maintain and or carry such coverage does and will not exonerate customer from any and all liabilities as stated in paragraph 6, 7, 8, 9, 12, 15,

16 and 17.

18. NO ASSIGNMENT, LENDING OR SUBLETTING. Customer agrees to and shall not sublease, subrent, assign, or loan the Equipment without first obtaining the written consent of Monolithic, and any such action by Customer, without Monolithic written consent, shall be void and a material breach of this Rental Contract. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Contract unless Monolithic approves otherwise in writing.

19. ENTIRE AGREEMENT / ONLY AGREEMENT. This Rental Contract represents the entire agreement between the Customer and Monolithic with respect to the Equipment and the rental of the Equipment. There are no oral or other representation or agreements not included herein. None of Monolithic's rights or Customer's rights may be changed and no extension of the terms of this Rental Contract may be made except in writing, signed by both Monolithic and Customer. Any use of Customer's purchase order number on this Rental Contract is for Customer's convenience only. This Rental Contract supersedes any purchase order or other Customer provisions or forms whether sent to or received prior, or subsequent to this Rental Contract.

20. ORDER OF PRECEDENCE. The terms and conditions of this Rental Contract shall control over any conflicting preprinted terms and contracts contained in Customer's purchase order or similar documents.

21. OTHER PROVISIONS.

- A.** Any failure of Monolithic to insist upon strict performance by Customer of any terms and conditions of this Rental Contract shall not be construed as a waiver of Monolithic's right to demand strict compliance. Customer has carefully reviewed this Rental Contract and waives any principle of law which would construe any provision hereof against Monolithic and the draftsman of this Rental Contract.
- B.** Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by Monolithic in the collection of any charges due under this Rental Contract or in connection with the enforcement of its terms.
- C.** Customer shall pay the rental charge(s) without any offsets, deductions or claims.
- D.** The federal and state courts in the county in which Monolithic is located shall have exclusive jurisdiction over all matters relating to this Rental Contract. **TRIAL BY JURY WAIVED.** Service of process may be effected by certified mail to Monolithic, 177 Dome Park Place, Italy, TX 76651. Monolithic shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

CRIMINAL WARNING: The use of false identification to obtain Equipment or failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable or penal code provisions.