

LEASE TERMS AND CONDITIONS

1. **RENTAL PERIOD:**
Rental period starts immediately upon calendar date of receipt or installation of the leased materials and ends upon return to Lessor's premises.
2. **IMPROPER USAGE AND PERMITS:**
Lessee agrees not to purposely damage or abuse lease material and to use material in a safe manner; however, if damage does occur, Lessee agrees to pay for replacement and/or repair of said material per the stated contract schedule. Lessee shall possess and use said material in strict conformity with all applicable laws and regulations. Lessee agrees and will secure any and all permits or licenses that would govern the said materials and/or its installation and removal.
3. **RECEIPT OF MATERIAL:**
Lessee acknowledges receiving said material in good condition and the Lessee fully understands its proper use. Lessee further understands that if he is transporting materials himself that he is responsible for properly securing said material to his vehicle to insure safe transport.
4. **RETURN OF MATERIAL:**
At the expiration or sooner termination of this agreement, or upon Lessor's prior demand, Lessee promises to return material to Lessor's premises or have the material accessible for pickup by Lessor's truck.
5. **DELIVERY, PICK UP, INSTALLATION AND/OR REMOVAL:**
In the event that the Lessee employs the services of the Lessor to deliver, install, pick up and remove the materials which are the subject of this Lease, it is expressly agreed what this service is performed under the exclusive jurisdiction, control and supervision of the Lessee. The Lessee shall be liable for all damages or loss derived from any accident or act of any and every nature whatsoever related to the rendering of said service; such as, but not limited to, off-loading, on-loading, placing, condition of underground utilities, property lines, landscaping, etc.
6. **DISCLAIMER OF WARRANTIES:**
Lessor makes no warranties, expressed or implied, as to the materials' merchantability or fitness for any particular purpose. Lessor shall not be responsible to Lessee or to any other party for any loss, damage or injury of any and every nature whatsoever, caused by, resulting from or in any way connected with the leased material, or any defect in or failure of the material.
7. **LIABILITY FOR DAMAGE TO LEASED MATERIAL, OTHER PROPERTY AND PERSONAL INJURIES:** Lessee is liable for all damages or loss arising from any accident or act of any and every nature whatsoever related to the leased material. Lessee promises to hold Lessor harmless and free from any and all liability of any and every nature whatsoever arising out of the use, construction, maintenance or transporting of leased material. Lessee shall indemnify and hold Lessor from all damages to third persons or their property caused by Lessee in possessing or using the leased material including legal fees and costs incurred in defense of such claims.
8. **TITLE:**
Title to the materials is and shall remain with the Lessor. If the material is levied upon for any reason whatsoever, Lessor may retake the material without notice or legal process, and may take all action necessary to do so.
9. **SUBLETTING AND LOCATION:**
No item of leased material shall be sublet or assigned or removed from the location at which Lessee represented it was intended to be used, except by written consent of Lessor.
10. **NOTICE OF NON-WAIVER:**
Any failure of the Lessor to insist upon strict performance by the Lessee of the conditions and terms of this agreement shall not be construed as a waiver of Lessor's right to demand strict compliance.
11. **RETAKE OF MATERIAL:**
If for any reason it becomes necessary for the Lessor to retake the material, the Lessor and its agents may go upon Lessee's property, or any other property, and retake the material, without notice and legal process. Lessor and its agents may take all action necessary to retake the material and Lessee waives for himself, agents and employees all claims for damages and losses, physical and pecuniary caused by retaking by the Lessor. Lessee agrees to pay all costs and expenses incurred by Lessor in retaking material.
12. **DEFAULT:**
Should Lessee in any way fail to perform, observe or keep any provision of this Agreement, Lessor may exercise, concurrently or separately, any one or more of the following remedies:
 1. To terminate the Agreement.
 2. To declare the entire rent immediately due and payable, and to commence legal action.
 3. To retake possession of the material, holding Lessee fully liable for all rentals, and
 4. To pursue any and all other remedies available to Lessor.
13. **PAYMENT SCHEDULES:**
All fence panel rentals are due and payable immediately upon completion of installation or receipt of materials. Not receiving an invoice will in no way relieve the Lessee of his responsibility of the payment of rental amounts due. Failure to pay rentals within thirty (30) days will be considered a breach of this contract. The Lessee further agrees to pay the Lessor interest on all past due balances at the rate of 1 ½% per month service charge, and in case a suit is instituted to collect any portion of the amount payable under this contract, the Lessee agrees to pay such additional sums as the court may adjudge reasonable as attorney's fees and court costs in said suit.
14. **DAMAGED MATERIAL:**
In the event the material is found to be damaged or destroyed when returned to the Lessor, or if materials are missing, Lessee shall reimburse Lessor for the repair or replacement cost of said materials.