

This is a contract. The words renter, buyer, you and yours means the person who signs this contract (or are obligated under its terms). We, our and dealer refer to the business named at right.

TERMS: Cash in advance. Open accounts are due. Net 10th. Service charge of 1-1/2% per month on all past due balances (which is an annual percentage rate of 18%).

RENTAL CONTRACT - TERMS AND CONDITIONS

Flat Creek Forestry LLC hereby rents to the Renter, identified by his signature on the reverse page of this contract, the personal property described on the reverse page of this contract, subject to all terms and conditions on each page of this contracts, and the Renter, in consideration thereof, acknowledges and agrees as follows:

1. That Renter certifies and acknowledges that they have this date and at the time specified received from Flat Creek Forestry LLC DBA Flat Creek Forestry LLC the personal property listed and identified in this contract.
2. That this personal property is to be used by the Renter at the designated address for the stated period and solely for the purposes for which said equipment was manufactured and intended.
3. That this equipment will not be removed from the designated address without the consent of Flat Creek Forestry LLC Equipment, except to return it to designated Flat Creek Forestry LLC.
4. That Renter has personally inspected the personal property and found it to be in good working and unbroken condition when received.
5. That there are no warranties of merchantability or fitness, or any other warranties, either expressed or implied, other than as expressly set forth in writing in this contract. Renter shall inspect the equipment, and immediately return it if it is not safe and suitable.
6. That Renter will immediately discontinue use of the personal property should it at any time, while in Renter's possession, become unsafe or in a state of disrepair, and that Renter will immediately notify Flat Creek Forestry LLC that the equipment is unsafe and in disrepair.
7. That Renter, if the personal property is lost, stolen or damaged, will pay the cost of replacement or repair of the personal property lost, stolen or damaged, and pay rental on the equipment at the regular rental rate until the equipment is repaired or replaced.
8. That Renter, on the Date "Out" and Time "Due", will immediately return the rented personal property, with all attachments, accessories, and parts thereof to the address of Flat Creek Forestry LLC, as listed on the reverse page hereof, in the same condition the personal property was received, ordinary wear and depreciation excepted.
9. That Renter shall defend, indemnify and hold Flat Creek Forestry LLC harmless from any claim or liability whatsoever resulting from or arising out of the use of the personal property, and further that the personal property will be used by the Renter and/or the persons herein designated, and no other person, without the written consent of Flat Creek Forestry LLC.
10. That if Renter desires to extend this contract beyond the date and time originally agreed upon, Renter will immediately notify Flat Creek Forestry LLC of this desire and obtain approval and terms for the extension.
11. That Flat Creek Forestry LLC may at its own discretion, revert all charges to a daily rate if monthly statements or invoices are not paid on due dates.
12. That Flat Creek Forestry LLC at its own discretion may report as stolen all personal property not returned within five (5) days of the date listed in the "Date Due In" section of this contract, or if conditions and circumstances indicate theft before that time.
13. That Renter will pay all collection fees, court costs, attorney's fees, or any other expense required to enforce the terms and conditions of this contract.
14. No equipment shall be left on premises after hours. Renter shall bear full responsibility for any theft or damage which might occur under these conditions.
15. We are not responsible for your vehicle while helping you load or unload equipment or supplies.
16. Pickup is to be at the same location as delivered location. If pickup location is different from delivered location, an additional fee may be incurred.
17. If the renter makes payment in the form of a credit card, you authorize further charges to be placed against same credit card in the case of a continuing contract or to pay for damages and/or fuel not charged at contract opening.
18. Customer is responsible for all damages. No insurance is offered by Flat Creek Forestry LLC.
19. Any individual signing this rental agreement represents and warrants that he or she is of legal age and has the authority and power to sign this rental agreement on behalf of the customer.
20. The terms and conditions of this rental agreement shall control over any conflicting, preprinted terms and conditions contained in customer's purchase order or similar documents and such other terms are rejected by Flat Creek Forestry LLC.
21. Repair or replacement of tires or tracks is the responsibility of the customer and on not included in the rental rate.
22. This Agreement shall be governed by and construed in accordance with Alabama law. Renter hereby submits to the jurisdiction of the Courts of the State of Alabama. Flat Creek Forestry and Render agree that any claim arising under this Agreement shall be asserted SOLELY in the Courts of the State of Alabama.
23. PROMPT RETURN OF YOUR RENTALS SAVES YOU MONEY. ALL TIME IS CHARGED INCLUDING SATURDAY, SUNDAY AND HOLIDAYS.
24. ALABAMA CODE 13A-8-141 "FRAUDULENT LEASING". Make sure the information you supply on the contract is correct including your address and phone number. Failure to give complete, correct information constitutes FRAUDULENT LEASING.
25. ALABAMA CODE 13A-8-10 "THEFT OF SERVICES" IF YOU DO NOT PAY ALL RENTAL CHARGES DUE AT CONTRACT CLOSING, YOU ARE GUILTY OF THE CHARGE LISTED. ROBINS RENTS WILL PROSECUTE!

RENT IT, RUN IT, RETURN IT!