



COMPACTOR RENTAL AGREEMENT

CUSTOMER NAME: \_\_\_\_\_ FED TAX ID \_\_\_\_\_
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_
CONTACT: \_\_\_\_\_ PHONE:( ) \_\_\_\_\_ FAX:( ) \_\_\_\_\_
EMAIL: \_\_\_\_\_

3RD PARTY BILLING: \_\_\_\_\_
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_
AIP CONTACT: \_\_\_\_\_ PHONE:( ) \_\_\_\_\_ FAX:( ) \_\_\_\_\_
EMAIL: \_\_\_\_\_

EQUIPMENT LOCATION: \_\_\_\_\_
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_
CONTACT: \_\_\_\_\_ PHONE:( ) \_\_\_\_\_ FAX:( ) \_\_\_\_\_

EQUIPMENT: TYPE \_\_\_\_\_ MODEL: \_\_\_\_\_ SERIAL #: \_\_\_\_\_

PAYMENT: MONTHLY RENT: \_\_\_\_\_

TERMS AND CONDITIONS

- 1. Agreement. Brask Enterprises, Inc. ("Company") hereby agrees to furnish to Customer, and Customer hereby agrees to pay Company for the use of the equipment described above (the "Equipment") under the terms and conditions set forth herein (the "Agreement").
2. Term. This Agreement shall be in full force and effect for an initial term of seventy-two (72) months ("Term") and shall be renewed for successive terms without further action by the parties; provided, however, that this Agreement may be terminated at the end of any term by either of the parties hereto by notice to terminate sent by certified mail not less than one hundred eighty (180) days prior to the expiration of the current term.
3. Payments. Customer shall pay to Company the monthly rental equal to the Monthly Rent specified above thirty (30) days from the date of an invoice received from the Company for such payment.
4. Maintenance. Company shall maintain the Equipment in good working condition during the term of this Agreement and shall promptly respond to service requests by Customer, provided, however, that Customer shall at all times during the term of this Agreement exercise reasonable care in using such Equipment only for its intended purpose, and shall bear the risk of loss and be responsible to Company for any damage to such Equipment caused by fire, negligence, or abuse.
5. Relocation. Without previous written consent of the Company, Customer shall not remove the Equipment from the Equipment Location stated above, or part with the possession of such Equipment, or permit it to be removed from the Customer's possession.
6. Liability for Equipment. Customer acknowledges that it has the care, custody, and control of the Company's Equipment, which is owned by the Company, and accepts responsibility for the Equipment and its contents at all times except when it is handled by the employees of the Company.
7. Insurance. Customer shall provide Company with a certificate of insurance naming the Company as additional insured.
8. Taxes. Customer shall be responsible for and shall pay any and all local, municipal, and/or state taxes which shall be imposed upon the Equipment during the Term of this Agreement and any extension thereof, and shall indemnify hold Company harmless from liability in connection therewith.

See reverse for other terms & conditions

CUSTOMER NAME: \_\_\_\_\_ BRASK ENTERPRISES, INC.
BY (SIGNATURE): \_\_\_\_\_ BY (SIGNATURE): \_\_\_\_\_
PRINT NAME & TITLE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_
DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

9. **Default.** In the event that Customer terminates the Agreement prior to the expiration of the Term or any extension thereof or breaches its obligations pursuant to the Agreement, Customer agrees to pay Company as liquidated damage a sum of money equal to Customer billings for any thirty (30) months ("liquidated damage period") during which the Agreement was in full force and effect or if there is less than 30 months remaining on the term, or any extension thereof, then the period used to calculate the liquidated damages shall be reduced from 30 months to the number of months, and portions thereof remaining in the term. Customer agrees that the foregoing liquidated damages are intended to approximate the Company's damages upon such breach, and is not a penalty. Customer shall also pay for all other costs of collection and enforcement, including reasonable attorney fees, incurred by Company after any breach by Customer. Customer further agrees to pay all costs of disconnection, loading and return freight to site designated by Company. Notwithstanding the foregoing, no Default shall be deemed to have occurred or be occurring hereunder unless and until the party claiming such shall have given the other written notice by certified or registered mail, return receipt requested, specifying the nature of such breach and such other party shall have failed to cure such breach within thirty (30) days after receipt of such written notice.
10. **Assignment.** All Equipment is, and shall remain at all times including after the termination of this Agreement, the property of Company or its assigns. Under no circumstances shall Customer sublet the Equipment, sell the Equipment, or grant security interest, lien, mortgage, pledge or other encumbrance against the Equipment. Customer may not assign this Agreement or any of its rights, duties, or obligations hereunder to any person or entity, in whole or in part, without the prior written consent of Company.
11. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas, without regard to its principles or conflicts of laws. This Agreement shall constitute a legally binding contract on the part of Company and Customer and their respective heirs, successors, and assigns in accordance with the terms and conditions set forth herein. If any provision of this Agreement shall be held invalid, illegal, or enforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
12. **Credit Approval.** Customer authorizes Company, or its assignees, to access and review its credit data as a basis for approval and continuing service by Company.

Customer Initials: \_\_\_\_\_