

Licensee hereby rents to the Customer identified on Page 1, also sometimes referred to as "Lessee," the Vehicle described, subject to all the terms and provisions of this Agreement and the attached "Additional Terms and Conditions".

**1. Drivers:** In no event shall the vehicle be used, operated or driven by any person other than the Customer or qualified licensed drivers at least 21 years of age who have Customer's advance permission to use the vehicle and whose names appear on Page 1 hereof.

**2. Prohibited Use:** The vehicle must not be used:

- (a) for the transportation of persons for compensation.
- (b) in any race, test, or competitive event.
- (c) outside the United States without first obtaining Premier's written permission.

(d) in violation of any federal, state, or local laws.  
 (e) while under the influence of intoxicants or drugs  
 (f) to push or tow any vehicle except a trailer properly attached to the 5th wheel of a tractor or except a single axle 2 wheel lightweight trailer if the vehicle is equipped with a towing hitch installed for or by the licensee but not to be a bumper clamp-on hitch. In no event should passengers be carried in or on a trailer.

(g) to leave the keys in or not to properly lock up or secure the vehicle (excluding valet parking)  
 (h) if further use of the vehicle would cause damage (ie: warning light on, flat tire, steam rising from engine)  
 (i) to carry explosive substances  
 (j) to transport a total vehicle and payload weight in excess of the gross vehicle weight as specified on the vehicle.  
 (k) to drive in or through a structure where there is insufficient clearance, whether of height or width  
 (l) to drive vehicle if cargo is improperly loaded and/or secured.

**3. Return of Vehicle:** This agreement is one of rental only. The vehicle is the property of Premier and shall be returned to Premier's address or at a place designated by Premier and on the date shown on Page 1, or earlier if demanded, together with all tires, tools, accessories and equipment in the same condition as when received, ordinary wear and tear excepted. Failure to return the vehicle to the place, and on the date as set further in this agreement, will terminate Premier's permission for the Customer to use the vehicle. If the rented vehicle is returned to Premier at any place other than that listed herein, Customer agrees to pay all expenses incurred by Premier to have the vehicle returned.

**4. Amounts Due Premier:** Customer shall pay Premier on demand:

(a) All ~~time and mileage rental~~ charges as ~~computed on page 1 of this agreement with mileage determined by reading the vehicle odometer or hubodometer provided in the Additional Terms and Conditions.~~ Customer shall NOT detach the odometer or hubodometer and shall pay for its repair or replacement if any seal has been broken, along with a mileage charge equivalent to the average charge developed from Premier's experience;

(b) refueling charge if the vehicle is returned with less fuel than when rented ~~and, as indicated on page 1 hereof, the rate does not include fuel.~~

(c) all sales, use excise or other taxes charged on page 2 hereof, by Premier as reimbursement for taxes paid.

(d) all fines, penalties, forfeitures, courts costs and out of pocket expenses incurred by Premier with respect to Customer's use of the vehicle including parking, traffic or other violations assessed against Premier, the vehicle, or Customer, unless due to Premier's fault.

(e) Premier's costs and expenses including reasonable attorney's fees (unless prohibited by law), incurred in collecting any payments due hereunder or in repossessing the vehicle.

(f) If the Customer fails to pay any rental or other sum due hereunder, the Customer will pay to Premier a late fee on such delinquent payment at the rate of 12% per annum.

**5. Vehicle Insurance.** ~~Customer further agrees to protect Premier on this agreement with full insurance coverage, said insurance to cover damage occasioned by fire, theft, flood, explosion, accident, collision, act of god, or any other cause, that may occur during the life of this agreement and to protect Premier for public liability insurance for coverage to the limits of the state laws in which the equipment is being use. The customer also agrees to name Premier Truck Sales, Inc. as an additional insured and loss payee with a minimum of One million dollars (\$1,000,000.00) in liability coverage. Customer must provide loss of use insurance in the event that the vehicle would be involved in an accident and would be unavailable for use by either the customer or Premier.~~

**6. Warranties and Remedies.** Premier makes no warranties with respect to the vehicle except that it is in running condition. Premier disclaims all particular purpose. If the vehicle breaks down during the rental period for reasons other than abuse or neglect by Customer, Premier will repair the vehicle, replace the vehicle or return all unearned rental fees, at Premier's sole option. In no event will Premier be liable for consequential or incidental

damages which may be suffered by the Customer resulting from problem with the vehicle.

**7. Indemnity:** ~~Customer releases and holds Premier, its agents and employees, harmless from all claims for loss or damage to any property of customer or any other person left in, on, or about the vehicle, either before or after its return to Premier, or on Premier's premises, without regard to any negligence by Premier, or any of its agents or employees. Customer shall defend, indemnify and hold harmless Premier from and against any and all losses, liabilities, damages, injuries, claims, demands, costs, and expenses arising out of the use or possession of the vehicle including, but not limited to any and all fines, penalties, and forfeitures imposed under any Federal, State, Municipal, or other statute, law, (or return to Premier, or on Premier's premises), without regard to any negligence by Premier or any of its agents or employees. Customer shall defend, indemnify and hold harmless Premier from and against any and all losses, liabilities, damages by customer or its drivers, agents or employees, or the confiscation of the vehicle by any governmental authority for illegal or improper use of the vehicle. Additionally, customer shall indemnify and hold Premier harmless for all loss, liability and expense in excess of the limits of liability provided for herein as a result of bodily injury, death, or property damage arising out of the use or operation of vehicle.~~

**8. No Agency:** Neither Customer nor any other driver of the vehicle shall be or is deemed to be the agent, servant, or employee of Premier for any reason or for any purpose. During the term of the agreement, Customer shall completely assume full responsibility for the vehicle to the public and any regulatory body having jurisdiction.

**9. Maintenance & Repairs:** ~~Customer shall perform and pay for all normal, periodic and other basic service, adjustments and lubrication of Equipment, including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Customer shall immediately cease using and notify Premier forthwith. Customer shall not permit any repairs to the vehicle or suffer any lien to be placed upon it without Premier's consent. Customer shall be liable for any such repairs.~~ The Customer shall not make any alterations, additions, or improvements to the vehicle, without the prior written consent of Premier. All alterations, additions and improvements made to the vehicle with the consent of Premier shall belong to and become the property of Premier upon the expiration or termination of this agreement. ~~Upon return of vehicle if Premier determines that monthly maintenance was not performed there will be an additional minimum \$350.00 charge. Customer shall be liable for any repairs that are necessary because of abuse or neglect by the Customer.~~

**10. Accidents:** Customer shall immediately report any accident to Premier and deliver to Premier or its insurer if so wanted by Premier, every process, pleading, notice, or paper of any kind received by Customer or any driver of the vehicle relating to any claim, suit or proceeding connected with any accident or event involving the vehicle, neither Customer nor any driver of the vehicle shall aid or abet the assertion of any such claim, suit or proceeding and shall cooperate fully with Premier and its insurer in investigating and defending the same.

**11. Credit Charges:** ~~In the event Customer directs Premier to bill charges hereunder to any other person, or organization, such person or organization and customer shall be jointly and severally liable for all such charges. CUSTOMER EXPRESSLY AUTHORIZES PREMIER TO PROCESS A CREDIT CARD VOUCHER, IF ANY, IN HIS NAME FOR CHARGES MADE HEREUNDER.~~

**12. Loss & Damage Provisions:** The Customer is responsible to Premier for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and Premier's related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Customer is responsible, such Equipment may be repaired by Premier or a repairer of Premier's then prevailing hourly rate for labor posted at Premier's branch where the Equipment is being repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Premier's list price. Customer is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

**13. Miscellaneous:** This agreement will be construed under the laws of the State of Ohio and may not be assigned by the customer without written consent of Premier. The exclusive jurisdiction for claims and disputes under this agreement will be the state courts located in Cuyahoga County, Ohio.