

**THE ESCO GROUP**  
**EQUIPMENT RENTAL HOLD HARMLESS AGREEMENT**

This Equipment Rental Agreement is made as of the last date set out below, by THE ESCO GROUP, an Iowa corporation ("ESCO"), and the Customer listed below.

Subject to the terms and conditions set out below, Customer hereby agrees to rent from ESCO the equipment set out below, to pick up and return the equipment as set out below and to pay the rental amount at the rates set out below.

Equipment Identification \_\_\_\_\_

Rate \$ \_\_\_\_\_

Rental Date \_\_\_\_\_ Expected Return Date \_\_\_\_\_

Address where the equipment will be located \_\_\_\_\_

CUSTOMER

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by THE ESCO GROUP

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date: \_\_\_\_\_

**THE ESCO GROUP EQUIPMENT RENTAL HOLD HARMLESS AGREEMENT**  
**Terms and Conditions**

1. **Direction and Control:** Customer and ESCO agree that the equipment and its operator are under the exclusive control of Customer, and that Customer is solely responsible for providing direction to the operator while the equipment is being used for Customer's benefit. Customer also agrees that it will use the equipment in accordance with the manufacturer's recommendations.
2. **Indemnification:** Customer shall indemnify ESCO, its officers, directors and employees, against and hold them harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney fees, arising out of, connected with or resulting from Customer's use and operation of the equipment resulting from death or injury to persons (including ESCO employees) or destruction of property occurring during any period of time when Customer is obligated to pay ESCO for the use of the equipment except to the extent that such death, injury or damage shall have been solely due to the negligence of ESCO or ESCO's employees.
3. **Limitation of Liability:** Customer agrees that ESCO's liability to Customer is limited to liability for damage to Customer's equipment resulting from ESCO's sole negligence, but only to the extent that such damage is covered by ESCO's general liability insurance. ESCO shall have no other liability for direct, consequential or liquidated damages.
4. **Compliance with all Applicable Laws, Codes and Regulations:** Customer agrees to use ESCO's equipment in strict compliance with all applicable local, state and federal laws, codes and regulations.
5. **Insurance:** Customer shall provide ESCO with proof of Commercial General Liability insurance coverage.
6. **Payments:** All invoices from ESCO to Customer shall be paid by Customer within \_\_\_\_\_ ( ) days of presentation to Customer. Any amount not paid when due shall bear interest from the date due until paid at the rate of 1 ½ percent per month.
7. **Expenses and Attorney Fees:** Customer shall pay ESCO all costs and expenses, including attorney fees, incurred by ESCO in exercising any of its rights or remedies available to it relating to this Agreement.
8. **Entire Agreement:** The Equipment Rental Agreement and these Terms and Conditions constitute the entire agreement between ESCO and Customer, supersede all oral agreements, prior written agreements or oral communications, and shall not be amended, altered or changed except by written agreement signed by ESCO and Customer.
9. **Governing Law, Jurisdiction and Venue:** Customer and ESCO agree that any legal action filed that is related in any way to this Agreement shall be governed by the laws of the State of Iowa and venue for all legal action shall be in Linn County, Iowa, and Customer consents to the personal jurisdiction of the Iowa District Court in and for Linn County and waives any argument that venue in such forum is not proper.