



www.stonemountainaccess.com

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Credit Card Authorization Form

Date: Name on Card:

Card Number:

Card Type: Visa MC AMEX Disc. Exp: CVC:

Breakout: (SMA Office Use Only)

Please Complete Required Fields:

Complete Name of Business:

Street Address:

City: State: Zip:

Special Terms And Conditions Pertaining To Credit Card Rental Customers:

PHOTOCOPIES REQUIRED: VALID DRIVER'S LICENSE, FRONT AND BACK OF CREDIT CARD.

- Credit Card will be billed, every 28 days, for rental equipment, until equipment is returned, with no pro-rating for multiple 28-day cycles.
- Customer deposit is the COST of material plus tax, this amount is required and billed to credit card at initial rental date. (Deposit will be credited back to you by check from SMA Corporate Oce in Chicago upon complete return and inspection of equipment. SMA reserves the right to withhold deposit money for any lost, damaged, or unclean equipment).
- First month's rental plus tax is also required at the time of deposit transaction.
- All quoted amounts will be charged up front.
- All sales final.
- Refer to general Terms and Conditions affixed to delivery ticket.
- Credit card will be charged based on signed lease agreement per project.

Signature Of Personal Guarantee

I, _____, agree to both Terms and Conditions, general and specic, and personally guarantee safekeeping and maintenance of rented equipment. I agree to pay for any lost, damaged, or unclean equipment upon return, whether partial or complete. It is my responsibility to notify lessor to schedule equipment return or my credit card will be billed for another 28-day cycle.

Completed By: _____ Date: _____

TERMS & CONDITIONS

Stone Mountain Access, Inc., herein collectively referenced as the "Lessor," or the "Seller," hereby leases to the Customer identified above, herein referenced as the "Lessee," or the "Purchaser," the property identified and described within the following pages hereto, all of which are by this reference incorporated herein as though fully set forth, hereinafter referenced as the "Equipment," and the Lessee hereby leases said Equipment from the Lessor, agreeing to timely pay rent therefore, and repair or replacement charges as may be assessed by the Lessor.

1. TERMS AND CONDITIONS: Each and every of the following Terms and Conditions are a material part of this Lease Agreement between the Lessee/Purchaser and the Lessor/Seller, and are by this reference incorporated into this Lease Agreement as though fully set forth, in haec verba.

2. DEFINITIONS: As used herein, the term "Lessor/Seller," shall mean Stone Mountain Access, Inc.; the term "Lessee/Purchaser," shall mean the Customer whose identity is reflected within this Lease Agreement; the term "Equipment," shall mean any and all personal property owned by or which the Lessor/Seller legally possesses, and which is leased to the Lessee/Purchaser pursuant to this Lease Agreement, and covered by this Lease Agreement.

3. GRANT OF LEASE: The Lessor/Seller hereby leases to the Lessee/Purchaser, and the Lessee/Purchaser hereby leases from the Lessor/Seller, the Equipment described herein for the period of time during which the Equipment remains in the use or custody, whether actual or constructive, of the Lessee/Purchaser, for the rent reflected herein, and the Lessee/Purchaser hereby promises to pay all rent assessed by the Lessor/Seller and all other charges imposed by the Lessor/Seller relative thereto, including but not limited to finance charges, late charges, collection charges including attorney fees, charges assessed for cleaning, and/or repairs, and/or replacement of Equipment, transportation charges, and the like.

4. LEASE TERM: The lease term is 28 calendar days, unless a shorter term is allowed by the Lessor/Seller, and the term shall automatically renew for successive 28-day periods, unless the lease term is properly terminated. The lease term commences on the day the Equipment is picked up by Lessee/Purchaser or its agent, or is delivered to the Lessee/Purchaser by the Lessor/Seller, and terminates on the 28th day of the term, providing that the Equipment is returned to the Lessor/Seller in substantially the same condition as when first delivered to or picked up by the Lessee/Purchaser. Lessee/Purchaser agrees to physically return all leased Equipment to the Lessor/Seller upon termination of the lease term, unless the Lessor/Seller has expressly agreed in writing, that the Lessor/Seller will pick up the Equipment from the Lessee/Purchaser, which return delivery will be at the Lessee/Purchaser's expense.

5. USE OF EQUIPMENT – USER: Lessee/Purchaser agrees that this Lease Agreement is between Lessor/Seller and Lessee/Purchaser only; that the Equipment shall be used exclusively by the Lessee/Purchaser or its employees; that the Lessee/Purchaser shall not sublet or assign this Lease Agreement, or allow any other person, entity, or trade to use the Equipment; that the Equipment will not be removed from the job address reflected at the "ship to" section on the front side of this Lease Agreement; that the Lessee/Purchaser shall not make any alteration to the Equipment, and shall not alter, deface, cover up or conceal any numbering, lettering, insignia or labels displayed on the Equipment; and that the Lessee/Purchaser shall at all times keep the Equipment secure against unauthorized use, vandalism or theft. The Lessee/Purchaser hereby represents and warrants that it has received written instructions relating to the operation of the Equipment and written instructions relating to the safe use of the Equipment from the Lessor/Seller, and has read and understands such information relating to the proper and safe use of the Equipment. The Lessee/Purchaser further represents and warrants to the Lessor/Seller, that each and every person who uses the Equipment shall be required to read and understand the operational and safety instructions and that the Lessee/Purchaser shall prohibit the use of the Equipment by any person who is incapable of using the Equipment properly and safely, and shall not entrust the use of the Equipment to any person who is permanently or temporarily incapable of its safe use. In the event the Lessee/Purchaser intends for the Equipment to be used by any otherwise competent person who does not read and understand the English language, the Lessee/Purchaser shall cause the operational and safety instructions to be read to such person in his or her primary language. The Lessee/Purchaser shall not allow the Equipment to be used by any person who is intoxicated, under the influence of drugs (whether prescription or illegal) or disabled.

6. INSURANCE: The Lessee/Purchaser shall, during the term of this Lease Agreement, provide and maintain at the Lessee/Purchaser's sole cost and expense, insurance covering the Equipment against all risks of loss or damage from every cause whatsoever for no less than the full replacement value thereof, and shall carry comprehensive public liability and property damage insurance with contractual liability and proof of coverage for rented equipment, and said insurance policy will name Lessor/Seller as an additional insured party and a loss payee. Additionally, the Lessee/Purchaser shall, during the entire term of this Lease Agreement provide and maintain at the Lessee/Purchaser's sole cost and expense, each of the following insurance policies, each and every naming Lessor/Seller as an additional insured party: Primary and Non-Contributory General Liability insurance with coverage no less than one million (\$1,000,000.00) dollars; Hired and non-owned Auto Liability insurance with coverage no less than one million (\$1,000,000.00) dollars; and Workers Compensation insurance with coverage no less than five hundred fifty thousand (\$500,000.00) dollars per occurrence for bodily injury, five hundred thousand (\$500,000.00) dollars per employee for bodily injury, and five hundred thousand (\$500,000.00) dollar policy limit for bodily injury by disease. The Lessee/Purchaser warrants and agrees to waive any and all subrogation rights and claims of subrogation against Lessor/Seller.

7. INSPECTION: Lessor/Seller hereby acknowledges that it has inspected all Equipment subject to this Lease and has found the same to be in sound and safe condition and adequate for the purpose intended by the Lessee/Purchaser. The Lessee/Purchaser hereby agrees to inspect all leased Equipment located at the "ship to" address, or at any location where the Equipment may be used, prior to any use by the Lessee/Purchaser or its employees, and shall regularly and continuously inspect such Equipment at all times throughout the lease term. Unless the Lessee/Purchaser tenders prior written notice to the Lessor/Seller, specifying any defect in, or any other objection to the condition or usefulness of the Equipment, Lessee/Purchaser agrees that it shall be conclusively presumed, as between the Lessor/Seller and Lessee/Purchaser, that the Lessee/Purchaser has fully inspected the Equipment and acknowledged that the Equipment was and is in good and safe condition and repair, and that Lessee/Purchaser is satisfied with and has accepted and retained the Equipment in such good and safe condition and repair.

8. DISCLAIMER OF WARRANTIES: THE LESSEE/PURCHASER HEREBY ACKNOWLEDGES THAT THE LESSOR/SELLER IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT SUBJECT TO THIS LEASE AGREEMENT, NOR THE AGENT OF ANY MANUFACTURER AND, THEREFORE, THE LESSOR/SELLER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE EQUIPMENT IS, OR WILL BE SUITABLE FOR ANY PARTICULAR PURPOSE. **LESSEE/PURCHASER EXPRESSLY UNDERSTANDS THAT THE EQUIPMENT IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THAT LESSEE/PURCHASER AGREES TO TAKE SUCH EQUIPMENT UNDER SUCH KNOWLEDGE AND CONDITION.**

9. NOTIFICATION: In the event of an occurrence resulting in bodily injury, property damage or Equipment damage, the Lessee/Purchaser shall, within 12 hours of its discovery, notify the Lessor/Seller and provide all known information relating to such occurrence. As used herein, the term "occurrence" shall include, but not be limited to Equipment disappearance or theft, or injury to person or property which is, or is claimed to be, or appears to have occurred by or in the vicinity of the Equipment. In the event of such occurrence, the Lessee/Purchaser shall secure all Equipment and maintain the surrounding premises in the condition existing at the time of such occurrence until the Lessor/Seller, or any of its authorized agents, investigators, attorneys, or other designated personnel investigates the Equipment and/or the surrounding premises. The Lessor/Seller retains the exclusive right to reclaim any Equipment involved in any occurrence and to thereafter replace same with comparable equipment.

10. TITLE: Title to all leased Equipment shall remain at all times vested in the Lessor/Seller. If any attempt is made by a creditor of the Lessee/Purchaser to levy on or attach the Equipment, the Lessor/Seller may retake such Equipment with or without legal process. If it is necessary to litigate the title to the Equipment by a trial of right of property, the Lessee/Purchaser shall indemnify the Lessor/Seller for all costs, including attorney fees incurred in the protection of the Lessor/Seller's leased Equipment. If any of the leased Equipment is lost, pilfered, sold, liquidated or transferred to any creditor of the Lessee/Purchaser, the Lessee/Purchaser shall reimburse the Lessor/Seller the sum reflected on the front page of this Lease Agreement as the value of the leased Equipment, which in no event shall be less than the leased Equipment manufacturer's current list price. The leased Equipment is, and at all times remains, the personal property of the Lessor/Seller, notwithstanding that any leased Equipment or any part of it, may be attached to real property, or any building, or improvement thereon, by fasteners or other methods.

11. NON-WAIVER: The failure of the Lessor/Seller at any time to insist upon strict performance by the Lessee/Purchaser of the terms and conditions herein reflected shall not be construed as a waiver of the Lessor/Seller's right to demand strict compliance in futuro. The express waiver of one provision in this Lease Agreement shall not be deemed a waiver of any other provision of this Lease Agreement.

12. DEFAULT: If the Lessee/Purchaser in any way fails to observe, keep, or perform any of the terms, conditions, or provisions of this Lease Agreement, the Lessor/Seller shall have the right to exercise, concurrently or separately, any one or more of the following remedies: (a) To terminate this Lease Agreement as to any and all items of leased Equipment, (b) to declare the entire rent hereunder, through the date upon which the leased Equipment is returned to the Lessor/Seller's facility, immediately due and payable and to pursue all legal remedies for the payment of such rent, (c) to retake possession of the leased Equipment, and hold the Lessee/Purchaser fully liable for all rent, and (d) to pursue any and all other remedies legally available to the Lessor/Seller.

13. TERMS OF PAYMENT: Payment is due upon commencement of the lease term, or the date of shipment for purchased property, and the Lessee/Purchaser agrees to pay a monthly service charge to 1.5% on all sums due over 30 days

14. NON-RETURNED, UNCLEAN OR DAMAGED EQUIPMENT: In the event the leased Equipment or any part or component thereof is not returned by the Lessee/Purchaser to the Lessor/Seller on or before the termination date of this Lease Agreement, the Lessee/Purchaser agrees to pay, in addition to all rent, the sum reflected on the front page of this Lease Agreement as the value of the leased Equipment, which in no event shall be less than the leased Equipment manufacturer's current list price. In the event the Equipment or any part or component thereof is not returned by the Lessee/Purchaser to the Lessor/Seller in substantially the same condition as when received by the Lessee/Purchaser, reasonable wear excepted, the Lessee/Purchaser agrees to pay, in addition to all rent, the costs of cleaning the leased Equipment, being either the sum which the Lessor/Seller pays therefor, plus 15% overhead, or if cleaned by the Lessor/Seller, its usual and customary charge therefor. The Lessee/Purchaser acknowledges that leased Equipment returned to the Lessor/Seller with paint, plaster or foreign matter on it will be subject to cleaning charges. The Lessee/Purchaser acknowledges that the Equipment must be maintained in excellent condition and, therefore, with respect to damaged leased Equipment, the Lessee/Purchaser expressly agrees that the Lessor/Seller shall have no responsibility to repair damaged leased Equipment and may, in its sole discretion deem the leased Equipment destroyed beyond repair. If the original Equipment manufacturer agrees to repair, the Lessee/Purchaser shall reimburse the Lessor/Seller all charges therefor, plus 15% overhead, however, if the original leased Equipment manufacturer refuses to repair, the Lessee/Purchaser shall pay the Lessor/Seller a sum equal to the manufacturer's current list price to the Lessor/Seller for such leased Equipment.

15. ATTORNEY FEES: If, by reason of any breach or default by the Lessee/Purchaser of its obligations under the terms and conditions of this Lease Agreement it shall become necessary or appropriate for the Lessor/Seller to employ a licensed attorney concerning or to enforce any rights or remedies hereunder, the Lessee/Purchaser agrees to pay any attorney fees and other costs so incurred.

16. LOADING AND UNLOADING: Loading and unloading the leased Equipment on or off the Lessee/Purchaser's vehicle, or the vehicle of any common or contract carrier engaged by the Lessee/Purchaser to transport the leased Equipment, shall be supervised and directed by the Lessee/Purchaser who hereby assumes all responsibility for loss, damage, and personal injury. The Lessee/Purchaser agrees to indemnify and hold the Lessor/Seller harmless from any and all liability for loss, damage, and other injury occurring while any Equipment is being loaded and unloaded and during transit on the Lessee/Purchaser's vehicle or by common or contract carrier engaged by the Lessee/Purchaser.

17. HOLD HARMLESS - INDEMNIFICATION: As additional consideration to the Lessor/Seller, for leasing the leased Equipment to the Lessee/Purchaser, the Lessee/Purchaser, individually and on behalf of his, her, or its partners, shareholders, directors, officers, employees, agents, independent contractors, legal representatives, successors, and assigns, assumes any and all risks to person and property while using or transporting the leased Equipment and agrees to save, hold harmless, and indemnify the Lessor/Seller, its shareholders, directors, officers, employees, agents, independent contractors, successors, and assigns from any and all claims, actions, demands, causes of action, debts, obligations, and liabilities of any nature, whether existing or potential, known or unknown, both to person and to property, at law or in equity, arising out of and from the use, transportation, defect, or inadequacy of the leased Equipment and shall be liable for payment and satisfaction of any and all judgments rendered, or sums agreed upon in settlement of any and all such claims and actions, in addition to attorney fees, disbursements, and all other costs incurred in defending against such claims and actions. The Lessee/Purchaser further agrees to save, hold harmless, and indemnify the Lessor/Seller from any and all liability for loss, damage, or personal injury which results from non-compliance with any part of this Lease Agreement, or from the non-compliance with any ordinance, law, regulation, rule, or safety order of any government or governmental agency or any industry standard. The Lessee/Purchaser acknowledges that the purpose of the foregoing provision is to transfer the risk of all claims relating to the leased Equipment, pursuant to this Lease Agreement, to the Lessee/Purchaser during the entire Lease term.

18. LIMITATION OF LIABILITY: Lessor/Seller shall not be liable for exemplary, punitive, special, incidental, or consequential damages or expenses, including but not limited to lost profits, revenues, lost use of equipment, or any associated goods or equipment, damage to property, cost of capital, cost of substitute goods, downtime, liquidated damages, or the claims of Lessee/Purchaser's customers for any of the aforesaid damages, or from any other cause relating thereto. Lessor/Seller's liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of Equipment not complying with this Agreement, or, at Lessor/Seller's election, a credit to the Lessee/Purchaser in a sum equal to the rental or purchase price of such Equipment paid by the Lessee/Purchaser, whether such claims are for breach of contract or warranty, or for negligence. **"LESSOR/SELLER AND LESSEE/PURCHASER MUTUALLY AGREE AND UNDERSTAND THAT THIS LIMITATION OF LIABILITY CLAUSE WAS FAIRLY AND HONESTLY NEGOTIATED BETWEEN THEM."**

19. SAFETY REGULATIONS: The Lessee/Purchaser hereby agrees to erect, maintain and use the leased Equipment in a safe and proper manner; comply with all applicable laws, ordinances, codes, rules, regulations, and orders of any public authority, including, but not limited to all Federal Occupational Safety and Health (OSHA) and State regulations relating to the safety of persons or property; and comply with any rules or regulations promulgated by the Lessor/Seller with respect to the leased Equipment, the rigging, manner of erection, and use thereof.

20. CARTAGE: The Lessee/Purchaser agrees to pay Lessor/Seller its usual carriage charges for delivery and pick up of the leased Equipment if transported by the Lessor/Seller. All time expended by the Lessor/Seller's driver and/or crew locating the leased Equipment at the delivery site, loading, transporting and unloading the leased Equipment, will be charged to the Lessee/Purchaser at the Lessor/Seller's then current hourly rates.

21. WAIVER OF SUBROGATION: The Lessee/Purchaser hereby waives any and all rights of subrogation against the Lessor/Seller including its shareholders, directors, officers, employees, agents, independent contractors, successors, and assigns for all damages, losses, and injuries, whether for negligence or otherwise, in connection with any loss covered by any and all insurance policies, including the workers compensation insurance, carried by the Lessee/Purchaser.

22. GOVERNING LAW - CONSTRUCTION - SEPARABILITY - JURISDICTION - VENUE - SUCCESSORS: This Lease Agreement shall be construed, enforced, and interpreted in accordance with the laws of the State of Illinois, without regard to any conflict of law principles, rules or statutes of any jurisdiction. Each paragraph of this Lease Agreement and each sentence, clause or phrase contained in such paragraph shall be considered separable, and if for any reason any paragraph or sentence, clause or phrase contained in such paragraph is determined to be invalid or prohibited under applicable law, such provision shall, if possible, be reformed to the extent necessary to conform with applicable law or shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The parties hereto agree that if any provision of this Lease Agreement may be construed in two ways, one of which would render it invalid and unenforceable, and the other of which would render it valid and enforceable then such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Lease Agreement shall be construed according to fair meaning and not strictly construed against either party. The Lessee/Purchaser hereby expressly agrees that any and every action at law or in equity arising out of or in connection with this Lease Agreement, or for the judicial determination of any right, term, definition or condition herein contained, or for the recovery of any sum or sums claimed due, pursuant to this Agreement, shall be commenced before the Circuit Court of Cook County, Illinois; and expressly acknowledges that by entering into this Lease Agreement, it has sufficient contacts with the State of Illinois to vest original jurisdiction therein; hereby forever waives any objection to exclusive Illinois jurisdiction, agreeing to proper venue within said Circuit Court of Cook County, Illinois; that this Lease Agreement will be deemed fully executed and performed in the State of Illinois; agrees to be subject to the jurisdiction of the State of Illinois; and waives any right to a trial by jury. This Lease Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their successors and assigns.

23. FACSIMILE TRANSMISSION: For purpose of negotiating, finalizing, and executing this Lease Agreement, a transmitted facsimile shall be deemed an original document. The signature of any party, transmitted by facsimile to the other, shall be considered for these purposes as an original signature. Any document transmitted by facsimile shall be considered to have the same binding and legal effect as an original document. The parties hereto agree that neither shall raise the Best Evidence Rule or any similar evidentiary rule, in any proceeding relating or pertaining to the enforcement of this Lease Agreement, as a defense to this Lease Agreement, or any document executed in connection with this Lease Agreement.

24. PERSONAL GUARANTEE: If the Lessee/Purchaser is a corporation, limited liability company, or other form of entity, the person signing this Lease Agreement on behalf of the corporation, limited liability company, or other form of entity, acknowledges that he or she has a financial interest in the Lessee/Purchaser or has received good and valuable consideration for such execution, and hereby guarantees the payment of all rent and all other obligations of the Lessee/Purchaser to the Lessor/Seller.