



Vogel Crane Service Rental Equipment Contract

To the fullest extent permitted by law, User agrees to hold harmless, indemnify and defend equipment owner (including equipment owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, property damage, or financial damage, which may result from any person using the equipment while the equipment is in the care of user, regardless of whether such injury or damage results from the partial negligence of the equipment owner (including equipment owner's agents, employees and representatives) or otherwise.

Equipment Owner, being neither the manufacturer, nor a supplier, nor a dealer in the equipment, makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. User accepts the equipment "AS IS."

User agrees that if the equipment fails to perform after acceptance by User it will be the responsibility of User to repair and correct the problem. User further agrees that Equipment Owner will not be responsible for any failure of equipment for any reason. The user agrees to fix or replace equipment at current value .

Renter Signature _____

Date _____