



SHORT-TERM/SPECIAL EVENTS RENTAL AGREEMENT

1. TERM

This short-term rental/special events agreement is entered into between **MANSKE, LLC** (hereinafter "Manske") and Customer as follows:

Customer:

Address:

Purpose:

Delivery date:

Return date:

Equipment:

Optional Equipment

2. PAYMENT

The daily/monthly rental for the Equipment delivered under this Agreement, as more specifically identified in Exhibit "A", is _____ to be paid on the 15th _____ day of each month. All applicable sales taxes will be calculated and presented to Customer on each MANSKE invoice. A delivery charge of _____ shall be added to Customer's first invoice.

3. RISK OF LOSS

(a) Effective upon delivery of the Equipment, identified on Exhibit "A", and until the Equipment is returned to MANSKE as provided herein, Customer relieves MANSKE of responsibility for all risk of physical damage to or loss or destruction of the Equipment, howsoever caused. During the continuance of this agreement, Customer shall, at its own expense, cause to be carried and maintained casualty insurance with respect to each item of Equipment and public liability insurance. All policies with respect to such insurance shall name MANSKE as additional insured and as loss payee. The amount of public liability insurance shall be no less than \$1,000,000 combined single limit.

(b) Customer shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever. In the event of damage to Equipment, Customer shall immediately place the same in good repair and operating condition. In no event shall MANSKE be liable for any loss of profit, inconvenience, or other consequential damages which result from the theft, damage, loss, defective or failure of any Equipment or the time which may be required to recover, repair, service, or replace the Equipment.

4. RETURN OF EQUIPMENT

At the end of this short-term/special events rental agreement, the Equipment identified on Exhibit "A" shall be inspected by an agent of Yamaha and a Condition Report shall be completed by such agent to determine the condition of such Equipment. Customer agrees to pay MANSKE its full retail price for any Equipment not returned at the end of this Agreement. Further, Customer agrees to reimburse MANSKE for any excess wear and tear or other damage to such Equipment, including physical interior and exterior or mechanical wear and tear whether noted on the Condition Report or subsequently discovered.

Normal wear and tear **will not** include:

- (a) Tires which are damaged, gouged, or cut so as to be in an unsafe operating condition;
- (b) Missing tire(s) or wheel(s), including spare if originally included;
- (c) Bent, twisted, dented, dinged, or gouged bumper(s);
- (d) Any missing part(s) or accessory that was originally delivered with the Equipment or any components, either factory-installed or optional accessories requiring any modifications for installation;
- (e) Any mechanical repairs on any components or suspension which may be required due to abuse, accident, negligence or the lack of proper maintenance, or any repairs required which are not considered "normal wear and tear."

5. MISCELLANEOUS TERMS

- (a) Customer further agrees:
 - 1. To insure that all Equipment operators are at least 18 years of age;
 - 2. To insure that seating and loading capacity requirements are followed;
 - 3. To remove key from Equipment when not in use.
- (b) In the event that any action or proceeding is brought to enforce any term or condition of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

CUSTOMER

MANSKE, LLC

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE _____

**SHORT-TERM/SPECIAL EVENT RENTAL AGREEMENT
EXHIBIT "A"**

NO.	SERIAL NUMBER	NO.	SERIAL NUMBER	NO.	SERIAL NUMBER
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1.		34.		67.	
2.		35.		68.	
3.		36.		69.	
4.		37.		70.	
5.		38.		71.	
6.		39.		72.	
7.		40.		73.	
8.		41.		74.	
9.		42.		75.	
10.		43.		76.	
11.		44.		77.	
12.		45.		78.	
13.		46.		79.	
14.		47.		80.	
15.		48.		81.	
16.		49.		82.	
17.		50.		83.	
18.		51.		84.	
19.		52.		85.	
20.		53.		86.	
21.		54.		87.	
22.		55.		88.	
23.		56.		89.	
24.		57.		90.	
25.		58.		91.	
26.		59.		92.	
27.		60.		93.	
28.		61.		94.	
29.		62.		95.	
30.		63.		96.	
31.		64.		97.	
32.		65.		98.	
33.		66.		99.	

Customer has inspected the Equipment identified above and hereby accepts such Equipment.

DATE

CUSTOMER