## **Rental Agreement**

Please print.

## **Renter Is Responsible For:**

- 1. Reading and understanding this AGREEMENT
- 4. Returning equipment CLEAN
- 5. Returning equipment ON TIME

Reading and understanding this AGREENENT
Reading and understanding DIRECTIONS for use 3. Returning equipment to THIS FACILITY 6. Damages to the equipment **Additional Terms on Reverse Page Renter Contact Information** Name: First/Last \_\_\_\_\_\_ Phone \_\_\_\_\_ Local Address: Street Apt/Unit \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip Code \_\_\_\_ e-mail **Equipment Rental Information** Machine Description \_\_\_\_\_ Serial/Code Branch name/location **Dates Customer Signature** X\_\_\_\_\_ Rental Date: Date\_\_\_\_\_ Time \_\_\_\_\_ AM PM Due Date: Date\_\_\_\_\_ Time \_\_\_\_ AM PM Date Machine Check-In Inspection (to be filled out after machine is returned) Date Returned: Date\_\_\_\_\_ Time \_\_\_\_ AM PM Damages (if any) \_\_\_\_\_ Employee Signature Employee Name Print \_\_\_\_\_ Rental Rate and Other Fees Machine Rental rate \$\_\_\_\_/\_\_(unit of time) Late Fee \$\_\_\_\_\_ Sub Total \$ \_\_\_\_\_ Cleaning Fee \$ \_\_\_\_\_ Tax \$ Deposit Return \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

Customer Signature X\_\_\_\_\_

## **EQUIPMENT RENTAL AGREEMENT**

- 1. <u>Equipment Rental</u>. Customer hereby agrees to rent from Company the equipment identified here in (the "Equipment"), and as consideration therefore, Customer agrees to pay the rental fees in the amounts and within the time frames set forth. Deposits, late fees, cleaning fees and other charges may apply.
- 2. <u>Maintenance and Alterations</u>. Customer shall keep the Equipment in good condition and working order and shall only use the Equipment for its intended purpose. The Customer shall not change or alter the Equipment.
- 3. <u>Term and Termination of Agreement</u>. This Agreement shall continue in full force and effect until (a) the Equipment is returned by Customer to the Company and all amounts due hereunder have been paid, (b) the Equipment is purchased by Customer on terms mutually acceptable to Customer and the Company.
- 4. <u>Liability</u>. During the term of this Agreement, the Customer shall be solely responsible for any loss or damage to the Equipment. The Customer shall also be solely liable for all claims, including but not limited to workers' compensation or claims for personal injury or damage to property, arising, directly or indirectly, out of the use of the Equipment. The Customer hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the Equipment from any and every cause whatsoever. No such loss or damage shall impair any obligation of the Customer under this Agreement, which shall continue in full force and effect. In the event of damage to or loss of the Equipment (or any component thereof), the Customer shall pay the total of all unpaid rent payments for the entire Agreement term plus the market value of the Equipment prior to such loss or damage, in which case this Agreement shall terminate except for any Customer duties, as of the date such payment is received by Company.
- 5. <u>No Waiver</u>. Waiver of breach or failure to strictly enforce the terms of this Agreement shall not preclude a party from asserting a subsequent or continuing breach or from otherwise requiring strict conformance with the terms of this Agreement.
- 6. <u>Warranties</u>. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUITABILITY, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT, MERCHANTABILITY OR INTENDED USE. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, RESULTING FROM ANY FAILURE OF THE TOOLS OR ANY PERFORMANCE BY COMPANY.
- 7. <u>Entire Agreement</u>. This Agreement, including the terms and conditions referenced below, constitutes the entire Agreement between the parties on the subject matter contained herein. This Agreement supersedes all prior oral or written agreements between the parties. This Agreement may be amended only as mutually agreed upon in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CUSTOMER:	DISTRIBUTOR REPRESENTITIVE:
Customer Name	Signature
Signature	Title
Title	