



Pipe & Draping Rental Agreement

Renter Name: _____
 Contact Name: _____
 Renter Address: _____
 Renter City/State/Zip: _____
 Renter Phone #: _____
 Term of Rental: _____
 Taken Out Date: _____ Due In Date: _____

Standard Weekly Term	<i>5 business days</i>	\$75.00
2 Weeks Term	<i>10 business days</i>	\$145.00
Late Return Fee	<i>for days exceeding agreement</i>	\$35.00 per day past due date

TERMS AND CONDITIONS OF RENTAL

In consideration of the hiring of the Equipment described, without operator, by the undersigned (hereinafter referred to as the "Renter") from E.H. Teasley & Co., Inc. / Inkjet Printing International, LLC (hereinafter referred to as the "Dealer"), upon the terms and conditions, and for the price herein specified, it is agreed as follows:

- 1. RENTAL AND TERM.** Begin on the date & time specified as "TAKEN OUT" and terminates on the date and time specified as "DUE IN" unless amended in writing on the reverse of this contract. Rental charges commence on delivery of Equipment to renter and end upon return of equipment of Dealer's premises. Dealer may terminate rental at any time and take possession of the equipment. Renter agrees to pay, on return of Equipment to Dealer's premises, all charges and costs for the use thereof. Renter's right to use the Equipment terminates on the expiration and due dates set forth above unless extended in writing by Dealer.
- 2. CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER OF DEFECTS.** Renter accepts and hires the Equipment on an "as is" basis. Renter acknowledges receipt of all of the equipment in good working condition and repair and declares that Renter fully understands its proper operation and use. Renter acknowledges and declares that Renter has examined the Equipment and all hitches, bolts, safety chains, hauling tongues, together with all devices and materials used to connect the Equipment to Renter's towing motor vehicle, if any, and Renter declares that he has received all of such Equipment in a secure and operative condition. Renter agrees to return the Equipment to Dealer's premises upon the expiration and due date hereof in as good condition as when received by Renter, ordinary wear and tear excepted. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (eight hours per day, five days per week) basis. Renter agrees to pay immediately all charges and costs incurred.
- 3. EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use of the personal property should it at any time, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the Renter will immediately notify Dealer that the Equipment is unsafe or in disrepair and until such times as Dealer has regained possession the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Rental Equipment or product.
- 4. COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of the Equipment by Renter, and Renter agrees, at his sole expense, to comply with all municipal, county, state and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and use by the Renter. Renter shall not permit any person who is not legally qualified to use the Equipment.
- 5. PERMITTED AREA OF USE OF EQUIPMENT.** Without Dealer's written consent, Renter shall not remove the Equipment from the county in which it is rented.
- 6. RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT.** Renter shall not abuse, harm or misuse the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without Dealer's written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter's use and hiring of said Equipment, Renter agrees to accept all responsibility therefor and shall hold Dealer harmless from any claims or action arising therefrom. Renter shall furnish Dealer with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, in case of the loss or destruction of any part of the Equipment, or of loss of possession thereof, or inability to return the same to Dealer, on the expiration and due date, for any reason whatsoever, Renter shall pay Dealer the actual replacement cost thereof, and in addition thereto Dealer's loss of use of said equipment.
- 7. DISCLAIMER OF WARRANTIES.** DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENTS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter's sole remedy for any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided the Equipment is returned to Dealer within 24 hours after such failure. Dealer shall not be responsible for any loss, damage or injury to Renter or Renter's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of Equipment.
- 8. USE OF DEPOSIT, AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY RENTER.** Renter acknowledges that the purpose and intent of the deposit paid by Renter hereunder is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each of all of the terms, covenants and agreements to be performed by Renter hereunder. Renter agrees to pay a late payment penalty at the rate of one and one half (1 1/2%) percent per month on all delinquent accounts.
- 9. INDEMNIFICATION OF DEALER BY RENTER.** Renter expressly indemnifies and holds Dealer harmless of, from and against any and all claims, loss, costs, damages, attorney's fees and/or liability in connection with the hiring and use of the Equipment regardless of whether a lawsuit is filed in the event a suit is instituted by Dealer to recover possession of said Equipment, or to enforce any of the terms, conditions or provisions hereof. Renter agrees to pay all costs and reasonable attorney's fees of Dealer incurred in connection therewith.
- 10. THEFT WARNING.** Failure to return Equipment on the expiration and due date in certain circumstances, will be considered a theft, resulting in a criminal prosecution.
- 11. TAXES.** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay said taxes whether said taxes appear as part of the fact of this contract or whether said taxes are later claimed by the governmental authority in the event of a claim by any governmental authority for taxes arising out of this transaction. Renter agrees to pay to Dealer said taxes upon demand.
- 12. TITLE.** Title to the Equipment is and shall remain in Dealer. If the Equipment is levied upon for any reason whatsoever, Dealer may retake the equipment without notice of legal process, and may take all action reasonably necessary to do so.
- 13. CONSTRUCTION.** The paragraph headings used herein are for convenience only and are not to be used in construing the meaning or intent of any of the terms or provisions of this Rental Contract.

Client Signature _____ Printed Name _____ date _____