

# **RENTAL AGREEMENT**

**I / We, the customer, assume complete financial responsibility in addition to the safety, care and protection of equipment rented from GSC, Inc. If you are more than one person, each of you is bound jointly and severally.**

- A) Rentee acknowledges receipt of the herein described property. Both parties agree that the property was inspected by the Rentor and personally examined by the Rentee at the time of delivery to and accepted by the Rentee and that the property was in good and serviceable condition.**
- B) Only the parties hereto and those listed are authorized to use the property and Rentee will not permit any other address other than the address designated without the expressed consent of the Rentor.**
- C) In the event that the rental property becomes unsafe or in a state of disrepair, Rentee agrees to immediately discontinue its use and promptly return it to the Rentor. If the condition is not the fault of the Rentee, the Rentor shall replace it with property of a like kind in good working order.**
- D) At the termination of this agreement, the Rentee will promptly return the rented property and all of its parts and attachments, to the Rentor's place of business. It is to be returned in the same condition as it was received, ordinary wear and tear excepted. The Rentee agrees to pay for any damage to the property or loss of its parts or attachments, while in his possession or control. Should collection or litigation become necessary to collect damage and / or loss, Rentee agrees to pay all collection charges, including but not limited to reasonable attorney's fees and court cost.**
- E) Rentor shall not be liable to Rentee for any loss, delay or damage of any kind resulting from defects or inefficiency of the rented property or accidental breakage.**
- F) Rentee agrees to indemnify and save harmless the Rentor against all loss, damage, expense and penalty arising from any action on account of any injury to person or property occasioned by the operation, handling or transportation of the rental equipment during the rental period or while the property is in the possession or control of the Rentee.**
- G) Rentee will not retain the rental property beyond the "Due In" time without prior notice to and the consent of the Rentor. Rentee will pay rental price in advance or with prior agreement with Rentor, immediately upon return of the property. Should collection or litigation become necessary, Rentee agrees to pay all collection charges, including but not limited to reasonable attorney's fees and court cost.**
- H) At Rentor's sole discretion, all charges may revert to the daily rate if any invoice is not promptly paid. Rentor will not make a refund on any items out over thirty(30) minutes. Rentor may at its sole discretion, report the rental property stolen if held beyond "Due In" Date.**
- I) Rentee waives and releases Rentor from all claims for injuries or damages to Rentee arising out of the use of the rental property by Rentee.**

# **RENTAL AGREEMENT**

continued

- J)** Rentee agrees that should any paragraph or provision violate the law and is unenforceable, the rest of the agreement will be valid.
- K)** The Rentee agrees that the rental agreement will begin from the time the rental equipment leave the Rentor's place of business and end the time it is returned to the Rentor's place of business.
- L)** Rentee warrants to the Rentor that all information given in the rental agreement is correct and not misleading.
- M)** Rentee must at all times maintain the rental equipment in good working order and condition and in accordance with the manufacturer's specifications and recommendations.
- N)** Rentee must only use the rental equipment for the purpose for which it was designed and in accordance with the manufacturer's instructions.
- O)** Rentee must not make any alteration or addition to the equipment without prior written consent.
- P)** Rentee must not remove the rental equipment from the location set out in the rental agreement without prior written consent.
- Q)** Rentee must keep the rental equipment secure from theft or damage and not do or allow anything to be done which is likely to jeopardize its safety, condition or value.
- R)** Rentee must maintain the rental equipment under the Rentee's personal control and not enter into any agreement with anyone in relation to the rental equipment or do anything to prejudice our rights in the rental equipment.
- S)** Rentee must indemnify Rentor against any loss of or damage to the rental equipment and must notify us immediately following any loss or damage occurring.
- T)** Rentee acknowledges that the rental equipment is subject to repair by Rentor, or contracted third party. At the Rentor's discretion the equipment may be repaired at your site or exchanged by Rentor for the same or comparable model.
- U)** Except for normal wear and tear, the Rentee is responsible for any damage or losses to the rental equipment.
- V)** **IN NO EVENT WILL RENTOR BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.**