

## RENTAL AGREEMENT

**THIS RENTAL AGREEMENT** is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **MacAuthority** (“Lessor”) and \_\_\_\_\_ (“Renter”) (Lessor and Renter shall collectively be the “Parties”).

Lessor agrees to undertake repairs, services, adjustments, and/or replacements (collectively “Repair Services”) upon equipment delivered by Renter to Lessor (“Equipment”) and to maintain the Equipment in working order. Lessor, upon receipt of the Equipment, shall have forty-eight (48) hours to determine whether Repair Services are necessary, warranted and to be performed by Lessor. Lessor shall have the exclusive right to refuse Repair Services to the Equipment if an account balance (related to this Rental Agreement or any other agreement between the Parties hereto) owed by Renter to Lessor is in arrears. Refusal by Lessor to perform Repair Services pursuant to the prior sentence hereof shall not constitute a breach of this Rental Agreement by Lessor or a ground for suspension of rent.

The determination as to whether the rental equipment (“Rental Equipment”) is in good working order rests solely on the judgment of Lessor. The Rental Equipment is and shall at all times remain the sole and exclusive property of Lessor and Renter shall have no right, title, or interest therein. This Rental Agreement does not contain any option to purchase the Rental Equipment unless expressly noted.

Renter agrees to use the Rental Equipment in a careful manner and not to damage, misuse, or tamper with it. Renter shall not remove, modify, or otherwise tamper with any plates, markings, or identification tags affixed to the Rental Equipment. Renter further agrees that no repairs, adjustments, replacements, or other servicing of the Rental Equipment shall be carried out by anyone other than duly authorized employees of Lessor.

Renter agrees not to remove the Rental Equipment from the address set out herein without the prior written consent of Lessor. On any breach of this Rental Agreement, Lessor shall have and may exercise any one or more of the remedies set forth herein, and this Rental Agreement shall, without notice, immediately terminate. Renter bears the entire risk of loss, destruction, or damage to the Rental Equipment from any and every cause whatsoever, including, without limitation, all scratches, dents, burns, or cracks and any loss or damage caused by fire, theft, burglary, accident, or act of God. No loss, damage, or destruction to the Rental Equipment shall impair any obligation of Renter under this Rental Agreement, which shall continue in full force and effect. Renter shall immediately notify Lessor of any such loss, damage, or destruction. Renter agrees to indemnify and hold Lessor harmless from and against any and all claims, actions, suits, or proceedings arising out of or in connection with the leasing of the Rental Equipment and for all costs, damages, liabilities, expenses, and attorney’s fees arising out of or in connection with this Rental Agreement or incurred by Lessor in enforcing any of the terms, conditions, or provisions of this Rental Agreement.

Renter agrees to permit Lessor, through its employees or duly authorized agents, at any reasonable time and in a reasonable manner, to enter the premises where the Rental Equipment is located and to inspect and perform any services or maintenance to the Rental Equipment deemed necessary by Lessor. Upon expiration or early termination of this Rental Agreement, Renter agrees to permit Lessor, through its employees or duly authorized agents, at any reasonable time and in a reasonable manner, to enter the premises where the Rental Equipment is location to take repossession of the Rental Equipment.

Renter shall not transfer, assign, or pledge part or all of the benefits of this Rental Agreement or subject, lend, or abandon the Rental Equipment without prior written consent of Lessor.

If rent payment or any other sums due and payable by Renter are not made within three (3) days after the date upon which it is due and payable, or if Renter fails to observe, perform or otherwise breaches any provision of this Rental Agreement, Lessor shall have the right to take repossession of the Rental Equipment without demand or notice, wherever same may be located, without any court order or other process of the law. In the event such recovery of the equipment is required, Lessor will be held harmless by Renter for any damages, claims, demands, actions, suits, or proceedings arising out of or in connection with or resulting from any such recovery of the same. In the event of such default, in addition to any other remedy available to Lessor, the full balance of rental payments, including the cost incurred for recovery and attorney's fees, shall be payable as liquidated damages and not as a penalty. Renter acknowledges that Lessor may assign this Rental Agreement to any person, firm, or company that Lessor may designate and that all rental income will be paid to such person, firm, or company. Time is of the essence to this Rental Agreement and each and all of its provisions.

The Rental Equipment is and shall at all times be and remain personal property of Lessor, notwithstanding that it or any part thereof may now be, or hereafter become affixed or attached to real property; provided, however, Renter shall not without prior written consent of Lessor cause the Rental Equipment to be affixed to real property.

No remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein or at law or in equity, but each shall be cumulative of every other right or remedy given hereunder or hereafter existing at law or in equity, and may be enforced concurrently therewith or from time to time.

No covenant or condition of this Rental Agreement can be waived except by written consent of Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Renter to which the same may apply, and until complete performance by Renter of such covenant or condition, Lessor shall be entitled to invoke any remedy available to Lessor under this Rental Agreement or by law or equity despite such forbearance or indulgence.

This Agreement constitutes the entire understanding between the parties hereto and supersedes and cancels any and all prior representations, agreements, and/or understandings, if any, whether oral or written, relative to the Rental Equipment. Under no circumstances shall Lessor be liable to Renter or any other person for any loss of business or other consequential or accidental loss or damage resulting from the failure of the equipment or service thereof together or separately.

Renter hereby releases Lessor from any and all claims, demands, and liabilities related to any loss or damage arising out of or resulting from defects of any kind pertaining to the design, manufacture, or operation of the Rental Equipment and shall defend, indemnify, and hold Lessor harmless from and against any and all claims, demands, actions, suits, or proceedings arising out of or in connection with or resulting from any such defect(s). Renter shall have no right to terminate the Rental Agreement prior to its term. Renter will be responsible for payment of all unpaid rent due to Lessor up to the end of the rental term and any other sums payable in respect thereof.

If any proceedings under the bankruptcy code are commenced by or against Renter or if Renter is adjudged insolvent, or if Renter makes any assignment for the benefit of creditors, or if a receiver is appointed in any proceeding or action to which Renter is a party with authority to take possession or control of the Rental Equipment, Lessor shall have and may exercise any one or more of the remedies set forth herein, and this Rental Agreement shall, at the option of Lessor, without notice, immediately terminate, and the Rental Equipment shall not be treated as an asset of Renter.

If any sales tax or use tax or like tax shall be increased, then, in a like manner such increase shall immediately become due and payable by Renter to Lessor.

If there is more than one Renter named in this Rental Agreement, the liability of each shall be joint and several.

Lessor is not responsible for the supply or replacement of items such as ribbons, toner cartridges, or other items defined as consumable by the equipment manufacturer. Lessor will supply the first toner cartridge, ink cartridge, ribbon, or other supplies necessary for the operation of the specified equipment. Renter is solely responsible for any replacements thereafter. Lessor reserves the right to rent equipment without aforementioned supplies and does not guarantee the life span of these supplies. Any item or items deemed nonfunctional by Lessor due to the misuse or careless handling by Renter shall be repaired or replaced at Renter's expense.

The first rental period is nonrefundable and cannot be changed. The Rental Agreement will be renewed within one (1) day of its termination date unless Lessor is otherwise notified by Renter. If this Rental Agreement is for a term of thirty (30) days or more, it shall automatically renew for an additional time of thirty (30) days at the same rental rate unless Renter notifies Lessor of Renter's desire to terminate at least seven (7) calendar days prior to the termination date shown. If this Rental Agreement is for a daily term, Renter may extend to a seven (7) day term at Lessor's regular seven (7) day rates for the Rental Equipment upon notification to Lessor of Renter's desire to extend prior to the return of the Rental Equipment to Lessor. If this Rental Agreement is for a 7-day term, Renter may extend to a thirty (30) day term at Lessor's regular thirty (30) day rates upon notification to Lessor of Renter's desire to extend at least two (2) days prior to the scheduled return of the Rental Equipment to Lessor. All other provisions of this Rental Agreement shall remain in full force and effect upon any renewal or extension hereof.

Billing for additional days on equipment not returned by the termination date will be prorated by the number of days in that rental period. Proration credits, refunds, or any changes to be made to the Rental Agreement are at the sole discretion of Lessor.

Attachments A, B, and C are part of the Rental Agreement and become binding upon completion of these documents. Renter has familiarized himself with the nature and operation of the Equipment and has found it to be in proper operating condition. Renter will cause the Equipment to be operated by competent personnel only and will pay the expense of operation.

Unless Renter gives Lessor notice of any defect within seventy-two (72) hours after receipt of each item of Rental Equipment, it shall be conclusively presumed that such Rental Equipment was delivered in good operating condition.

The above terms and conditions are the only terms and conditions upon which Lessor is willing to rent the Rental Equipment. Any modification or alteration of any of the provisions hereof shall be effective only if in writing and signed by an officer of Lessor. Lessor hereby notifies Renter that software and operating systems provided as part of the Equipment are protected under the copyright laws of the United States and that Renter is prohibited from duplicating, reproducing, publishing, or otherwise making any unauthorized use thereof. The indemnification set forth herein from Renter shall apply to any claims assessed by reason of Renter's unauthorized use, reproduction, or publication of copyrighted materials included with the Equipment. It is the sole responsibility of Renter to install/uninstall any software other than the computer's operating systems (MS DOS, MS Windows, Mac O.S.).

Orders canceled within twenty-four (24) hours of delivery date are subject to a fifty percent (50%) cancellation charge. Orders canceled on site upon delivery are subject to a one hundred percent

(100%) cancellation charge plus pickup/delivery charges. Orders canceled within forty-eight (48) hours of delivery date and which require equipment to be cross-rented will be charged up to a fifty percent (50%) cancellation charge plus any cost associated with cross rental (shipping and or cross rental fees).

Payment is due upon the start of the rental period. The first rental payment is due in advance of the first rental period unless prior arrangements for specified terms are made in writing and signed by an officer of Lessor.

All Rental Equipment will be returned to Lessor no later than thirty (30) minutes before posted closing time of the day the rental expires. All Rental Equipment returned to Lessor is subject to Lessor inspection and Lessor's determination that Rental Equipment is in operational order before this Rental Agreement is terminated. Any item or items not received on the termination date and time of the Rental Agreement will be subject to late charges and/or any surcharges deemed appropriate by Lessor.

I, \_\_\_\_\_, do agree to purchase the optional Lessor insurance and keep the Rental Equipment fully insured during the entire rental period by an all-risk policy, including any fire, theft, or mysterious disappearances, naming Lessor as loss payee.

I, \_\_\_\_\_, waive the purchase of the optional Lessor insurance and do not agree to keep the Rental Equipment fully insured during the entire rental period by an all-risk policy, including any fire or theft, naming Lessor as loss payee; and I assume full responsibility for the Rental Equipment and/or its replacement cost. Cost will be based upon item or items retail cost on the day this rental was initiated.

Renter acknowledges having read and agrees to the terms, covenants, and conditions of this Rental Agreement.

This rental is for \_\_\_\_\_ system, for \_\_\_\_\_ (Hours, Days, Weeks, Months)

Total number of systems \_\_\_\_\_ Beginning on \_\_\_\_\_ and returned no later than \_\_\_\_\_ (AM,PM) \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

MacAuthority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A: Rental Receipt Included:

Yes \_\_\_\_\_ No \_\_\_\_\_

Attachment B: \_\_\_\_\_ Included:

Yes \_\_\_\_\_ No \_\_\_\_\_

Attachment C: \_\_\_\_\_ Included:

Yes \_\_\_\_\_ No \_\_\_\_\_