

MacAuthority TM

Rental Agreement

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This **RENTAL AGREEMENT** is made and entered into on the "Delivery Date" shown on the contract by and between **MacAuthority** herein referred to as "**Lessor, Owner**" or "**MacAuthority**" and the person, partnership or other legal entity referred to as "**Lessee or "Renter"**" on this agreement.

The lessor agrees that it will repair, service and maintain the equipment in good working order, the lessee shall immediately notify the lessor and the lessor shall thereafter have a period of forty-eight hours in which to determine whether repairs, adjustments, replacements or servicing of the equipment are necessary. All repairs, maintenance or services will be without additional charge to the lessee, with the exception of consumable items and or repairs as outlined in Paragraph 25 and travel or shipping outside the lessor's normal service area. Should the lessor determine that any such actions are warranted, the lessor shall have the option to either replace the equipment with other equipment of such type and model as shall from time to time be available or alternatively to offset rents due pursuant to the lease agreement as set forth in the **RENTAL RATE**. Any equipment substituted shall be subject to the terms and condition of the lease. The lessor should have the right to refuse service or repair of the equipment if the rental or other sums payable is in arrears and such refusal shall not constitute a breach to the lease by the lessor or a ground for suspension of rent shall be without prejudice to the lessee's liability for payment of rental or other sums payable. The determination as to whether the equipment is in good working order rests solely on the judgment of the lessor, and the lessee's understanding of belief as to the capabilities and limitations of the equipment shall not be deemed as a basis for determining whether the equipment is or is not in working order. The equipment is and shall at all times remain the sole and exclusive property of the lessor, and the lessee shall have no right, title or interest therein or thereto except as expressly set forth in the lease. This lease does not contain any option to purchase the equipment unless expressly noted. The lessee shall protect the equipment against distress, execution or seizure. If any execution or distress is levied on the property of the lessor where for the time being the equipment is installed, written notice of such execution of distress shall be given immediately by the lessee to the lessor and the full unpaid balance of rental payments and other sums provided for in this lease shall immediately become due and payable as liquidated damages and not as a penalty.

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

The lessee agrees and undertakes not to remove the equipment from the address set out above, without the prior written consent of the lessor. On any breach of the lease or these conditions the lessor shall have and may exercise any one or more of the remedies set forth in paragraph 9 hereof; and this lease shall be at the option of the lessor, without notice immediately terminate. The lessee hereby assures and shall bear the entire risk of loss, destruction or damage to the equipment from any and every cause whatsoever, including, without limiting the generalities of the foregoing all scratches, dents, burns, or cracks on the equipment and any loss or damage to the equipment by fire, theft, burglary, accident, irresistible force, act of God, or fortuitous event; unless lessee purchased optional insurance from MacAuthority at the time of lease activation and it is duly noted on the face of this agreement. No loss, damage, or destruction to the equipment shall impair any obligation of the lessee under this lease that shall continue in full force and effect. The lessee shall immediately notify the lessor of any such loss, damage or destruction to the equipment. The lessee agrees to indemnify and the lessor harmless from any or all claims, actions, suits or proceedings arising out of or connected with the leasing of the equipment, including, but not limited to, those related to without delivery, possession, use, operation or return of the equipment, the lessee further agrees to indemnify lessor for all costs, damages, liabilities, expenses, and attorney fees arising or, in connection with this lease agreement or incurred by the lessor in exercising any of its rights hereunder or in enforcing any of the terms, conditions or provisions of the lease.

The lessee agrees to permit the lessor, through its employees or duly authorized agents, at any reasonable time and in a reasonable manner, to access the premises where the equipment is located, to inspect the same and carry out any necessary servicing of it and furthermore, on the expiration or earlier termination of the lease, the lessor through its employees or duly authorized agents shall have the right to enter on the premises where the equipment is located for the purpose of removing the same. The lessee shall not transfer, assign or pledge part or all of the benefits of this lease or subject, lend or abandon the equipment without prior written consent of the lessor.

In the event that any payment of rental or other sums payable is not made within (3) days after the date upon which it is due and payable or if the lessee fails to observe or perform any other provision of the lease required to be observed, kept or performed by the lessee or breaches any other provision of the lease, the lessor shall have the right to take possession of the equipment without demand or notice, wherever same may be located, without any court order or other process of the law. The lessor through its employees or duly authorized agents shall have the right to enter upon said premises where the equipment is located for the purpose of taking possession as aforesaid. In the event such recovery of equipment is required, MacAuthority will be held harmless for any damages, claims, demands, actions, suits or proceedings arising out of or connected with or resulting from any such recovery of the same. In the event of such default, in addition to any other remedy available to the lessor, the full balance of rental payments to include cost incurred for equipment recovery and attorney fees and/or other sums become payable as liquidated damages and not as a penalty. The lessee acknowledges that the lessor may assign this lease to any such person, firm or company that the lessor may designate and that all rental will be paid to such person, firm or company and that the lessor will continue liability therefore. Time is of the essence to this lease and each and all of its provisions.

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The equipment is and shall at all times be and remain personal property, notwithstanding that the equipment or any part thereof may now be, or hereafter become, in any way affixed or attached to or embedded in or firmly resting upon, real property or any building thereof or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws, or otherwise provided, however, that the lessee shall not without prior written consent of the lessor cause the equipment to be affixed to real property. No remedy herein conferred upon or reserved to the lessor is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or hereafter existing at law or in equity or by statutes or otherwise, and may be enforced concurrently therewith or from time to time.

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

Under no circumstances shall the lessor be liable to the lessee or any other person for any loss of business or other consequential or accidental loss or damage including but not limited to damages for emotional distress resulting from the failure of the equipment or service thereof together or separately.

The lessee hereby releases the lessor from any and all claims, demands and liabilities related to any loss or damage arising out of or in connection with or resulting from defects of any kind on the design manufacture or operation of the equipment and shall defend, indemnify and hold the lessor harmless again any and all claims, demands, actions, suits or proceedings arising out of or connected with or resulting from any such defect(s) in the design or manufacture or operation of the equipment.

The lessor may terminate the lease upon the conditions set forth in paragraphs 19 and 20. The lessee shall have no right to terminate the lease prior to its term. The lessee will be responsible for payment of all unpaid rentals due to the lessor up to the end of the lease term and any other sums payable in respect thereof.

If any proceedings under the federal bankruptcy code as appended is commenced by or against the lessee or if the lessee is adjusted insolvent, or if the lessee makes any assignment for the benefit of his creditors, or if a receiver is appointed in any proceeding or action to which the lessee is a party with authority to take possession to control of the equipment the lessor shall have and may exercise any one or more of the remedies set forth in paragraph 9 hereof; and this lease shall at the option of the lessor, without notice immediately terminate and the equipment shall not be treated as an asset of the lessee after the exercise of this option.

The lessor may terminate this lease if any information given to the lessor by the lessee is incorrect, or if in the lessor's opinion, there are any circumstances precluding the lessor giving service or if the lessor is of the opinion that the equipment can no longer for any reason be efficiently serviced, or if the lessor in its discretion (by opinion) should determine that circumstances exist which endanger the condition of the equipment or the lessor's interest therein.

If any term or condition of this lease shall be determined to be void or unenforceable in whole or in part, it shall not affect or impair the validity or enforceability of any other covenant or provision or part thereof, which shall continue in full force and effect.

It is mutually agreed that if any sales tax or use tax or like tax applicable hereto thereupon shall be increased, then, in a like manner such increase shall immediately become due and payable by the lessee to the lessor.

Whenever the context of this lease requires the masculine gender, it includes the feminine or neuter, and the singular includes the plural. If there is more than one lessee named in this lease the liability of each shall be joint and several.

The lessee's misunderstanding or mistaken belief as to the capabilities or limitations of the equipment shall not be a basis for termination of the lease.

The 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. The lessor will supply the first toner cartridge, ink cartridge, ribbon or other supplies necessary for the operation of the specified equipment. The lessee is solely responsible for any replacement thereafter. The 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 MacAuthority due to the misuse or careless handling by the lessee. At which time lessee will be held responsible for any service charges, parts, replacement equipment and or labor deemed appropriate by MacAuthority regardless if optional insurance was purchased.

With the exception of signed contract, the first rental period is nonrefundable and cannot be changed. The lessor is in no way responsible for contacting lessee for equipment pickup, the contract will be renewed within one day of contract termination date that unless the lessor is otherwise notified by the lessee. If this rental Agreement is for a term of 30 days or more, it shall automatically renew for an additional time of 30 days at the same rental rate, unless Renter notifies owner of Renter's desire to terminate at least seven (7) calendar days prior to the "Terminable Date" shown. If this rental agreement is for a daily term, Renter may extend to a 7-day term at Owner's regular 7-day rates for the equipment upon notification to the Owner of Renter's desire to extend prior to the return of the Equipment to Owner. If this Rental Agreement is for a 7-day term renter may extend to a 30-day term at Owner's regular 30-day rates upon notification to Owner at Renter's desire to extend at least 2 days prior to the scheduled return of the Equipment to the owner. All other provision of this Rental Agreement shall remain in full force and effective upon any renewal or extension hereof.

It is understood that the lessee shall be responsible for payment of rental until equipment is returned to lessor or until an appropriate time is scheduled for equipment pickup. Billing for additional days on equipment not returned by the contract termination date will be

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prorated by the number of days in that rental period. Proration credits, refunds, or any changes to be made to the rental contract are at the sole discretion of the lessor.

Attachments A, B, and C are part of the lease and become binding upon completion of these documents.

USE OF EQUIPMENT. Renter has familiarized himself with the nature and operation of the Equipment and has found it to be in proper operation condition. Renter will cause the equipment to be operated by competent personnel only and will pay the expense of operation.

WARRANTY. Owner warrants that the Equipment in normal use will meet the manufacturer's operating specifications. Unless Renter gives Owner notice of any defect within 72 hours after receipt of each item of Equipment, it shall be conclusively presumed that such Equipment was delivered in good operating condition.

MISCELLANEOUS. The above terms and conditions are the only terms and conditions upon which the Owner is willing to rent the Equipment. Any modification or alteration of any of the provisions hereof shall be effective only if in writing signed by an officer of Owner. The invalidity of any of the within terms and conditions shall not affect the validity of any other terms and conditions.

MacAuthority hereby notifies Customer that software and operating systems provided as part of the equipment are protected under the copyright laws of the United States and that customer is prohibited from duplicating, reproducing, publishing or otherwise making any unauthorized use thereof. The indemnification set forth herein from customer. MacAuthority shall apply to any claims assessed by reason of the customer's authorized use, reproduction, or publication of copyrighted materials included with the equipment. It is the sole responsibility of the customer to install/uninstall any software other than the computer's operating systems. (MS DOS, MS Windows, Mac O.S.)

CANCELLATION: Orders cancelled within 24 hour of delivery date are subject to a 50% cancellation charge. Orders cancelled on site upon delivery are subject to 100% cancellation charge plus pickup/delivery charges. Orders cancelled within 48 hours of delivery date and which requires equipment to be cross-rented will be charged up to 50% cancellation charge plus any cost associated with cross rental (shipping and or cross rental fees).

PAYMENTS: Payment is due UPON START OF RENTAL PERIOD. The first rental payment is due in advance of the first rental period unless prior arrangements for specified terms are made. In case account goes into default, any and all costs associated with collection, either by collection agency, attorney or MacAuthority will be the sole responsibility of the lessee.

EQUIPMENT RETURN: All equipment will be returned to MacAuthority no later than (NLT) 30 minutes before posted closing time of the day the rental expires. All items are subject to inspection and operational order before rental will be terminated. Any item or items not received and rental agreement terminated on the end date and time of rental agreement will be subject to late charges and or any surcharges deemed appropriate by MacAuthority. Lessee will assume full responsibility of these charges.

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

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

The lessee acknowledges having read and agrees by the terms, covenants, and conditions of this lease.

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

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

Printed Name of Lessee: _____

Signature of Lessee & Initials: _____ Date: _____

(Signature) (Initials)

Printed name of MacAuthority Employee: _____

Signature of MacAuthority Employee & Initials: _____ Date: _____

(Signature) (Initials)

Attachment A: Rental Receipt Included _____ Included : Yes _____ No _____

Attachment B: _____ Included : Yes _____ No _____

Attachment C: _____ Included : Yes _____ No _____