## Call 1-800-Endoscope

## 1800Endoscope.com <sub>TM</sub>

1800 Endoscope.com LLC 6220 Manatee Ave. W. Unit. 301 Bradenton, FL 34209 USA 941-792-7138 941-761-4613 fax

## **EQUIPMENT RENTAL AGREEMENT**

Rate: per day:	per week	_ All prices in USD \$.	
Systems with probe length und	der 36" \$299 / day		
Systems with probe length over	er 36" \$499 / day		
) Date of Delivery:			
) Equipment Requested:		The Break and the	
Billing Information:			
Company:			
Address:			
City :	State:	Zip:	
Country :			
Telephone :			
) Note: None of 1800Endoscope proof. Do not deploy in hazar Conditions: All equipment must Additional fees (never to excee AUTHORIZATION	dous atmospheres. be returned in working	FOB Bradenton FL. USA g order. Any damage to the renta	
Please proceed with Rental Agr This rental has been approved	reement.		
by	Date		
The Purchase Order number is			

- 7) <u>Title:</u> Title to the equipment is and at all times shall remain, in the Lessor. Lessee will not permit the equipment to be used by any other person or at any other address other than the place designated hereon without the express consent of Lessor.
- 8) <u>Use:</u> Lessee shall use the equipment in a careful manner and shall comply with all laws relating to its possession, use or maintenance. Equipment must be operated by trained and/or experienced personnel. Equipment is assumed not to be waterproof and should not be used in underwater applications. Lessee should consult with Lessor to verify equipment's water resistance. None of Lessor's equipment is intrinsically safe or explosion proof and equipment should not be used in any potentially hazardous environments.
- 9) Lessor shall not be liable to Lessee for any loss, delay or damage of any kind or character resulting from defects in or inefficiencies of the equipment or accidental breakage thereof. Lessor is not responsible to any party for misused testing procedures or misinterpretation of equipment test data.
- 10) Lessee shall be solely responsible for and shall indemnify, defend and hold Lessor harmless against all claims, suits, damages or losses, specifically including the loss of use of property, and all other liabilities whatsoever, including related expenses and attorney's fees, for or on account of injuries to or death of any person, including but not limited to the property of the Lessee or Lessor, occasioned by the operation, handling or transportation of the equipment during the rental period or while the equipment is in the possession or control of the Lessee.
- 11) Notwithstanding the foregoing, Lessee shall have no indemnity obligations whatsoever to the extent any such claims, suits, damages, losses, or other liabilities are caused, directly or indirectly, by the sole negligence of Lessor.
- 12) Shipping: Shipping is to be paid directly by Lessee on Lessee's account. In the event equipment is shipped to the Lessee on Lessor's accounts, shipping charges will be added to the lease at a rate of \$6.00 per pound for equipment shipped to the Lessee on Lessor's accounts. Return shipping shall always be shipped under Lessee's account. Additional charges may apply for Counter to Counter, Weekend, Holiday or After Hours (5pm EST) shipping.
- 13) Upon the termination of the agreement, Lessee will promptly return equipment and all attachments and parts, via priority overnight shipping to the Lessor at the Lessor's premises, designated below. Lessee is responsible for delays in shipping and will be responsible for daily rental charges accruing during the time the equipment is not at the Lessor's premises.
- 14) Equipment must be returned in clean, working condition, ordinary wear and tear accepted. Lessor reserves the right to apply cleaning fees as Lessor determines necessary. Lessee agrees to pay the full cost for any damage to or loss of such equipment, including radiological contamination, while in the possession and control of Lessee. Lessee agrees to compensate Lessor for equipment that cannot be returned to Lessor. Compensation will be full replacement costs, full MSRP, for the equipment.
- Lessee will not keep equipment beyond its return date without prior notice to and consent of Lessor.
- 16) Lessee shall not make any alterations, additions or improvements to the equipment.
- 17) <u>Billing Terms:</u> Rental fees are due immediately upon the return of equipment with approved credit. All others will be cash in advance. Lessee agrees to pay all collection charges, including reasonable attorney's fees, if rental is not paid when due. Lessor, at

Lessor's sole discretion, may report equipment stolen if held 7 days beyond the return date without the consent of Lessor.

18) Insurance: As required by Lessor, Lessee shall make Lessor an additional named insured under Lessee's Comprehensive General Liability Insurance Policy applicable to the work by means of an endorsement to the policy signed by the insurer, a signed duplicate of which shall be furnished to Lessor with the required certificates of insurance.

Placement of an order constitutes acceptance of the above terms & conditions.