



EQUIPMENT RENTAL AGREEMENT

To ensure availability advance reservations are necessary. To reserve dates for rental equipment complete this form and email or fax it to Smith-Root Sales Department. Upon receiving, our Sales Department will contact you with conformation.

Customer Name: _____

Users First Name: _____ Users Last Name: _____

Telephone: _____ Fax: _____

Business Billing Address: _____

City/State/Zip: _____

Ship Address (If different from above): _____

City/State/Zip:: _____ E-mail: _____

Required Reservation Dates for the Rental Period From: _____ To: _____

Model of Equipment: _____ Price: _____

Refer to www.smith-root.com/services/rentals/t for Model, Order No. and Pricing Electrical Gloves Size: _____ (electrofischer rentals only)

The full Rental Period fee is due in advance, paid with a credit card and driver's license number. The fee for the Rental Period will be charged upon receipt of this signed contract. The Rental Period starts on the required reservation date and ends when returned to Smith-Root, Inc. Estimated time in transit from Smith-Root, Inc. to the Customer are not counted as part of the Rental Period. Equipment must be shipped by the Customer on the next business day following the end of the Rental Period.

- A. Customer is responsible for freight and insurance charges to and from Smith-Root. Customer is responsible for insurance coverage while equipment is in their possession. Customer is responsible for lost or stolen equipment.
- B. Customer is responsible for damages including repair costs due to improper installation, application, misuse, abuse, neglect, and/or accident caused by the Customer. The Customer is not responsible for normal wear and tear.
- C. Customer credits towards the purchase of new equipment will be applied at the end of the Rental Period and must be used within 6 months of rental.

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Drivers License Number: _____ Rental Fee: _____

Purchase Order No: _____ Or call sales with the credit card number 360-573-0202

This is a contract. The words: "Customer", "Renter", "Buyer", "You" and/or "Yours" means the person and/or entity who signs this contract and is obligated under its terms. The words: "We", "our" and "SRI" refer to the business name Smith-Root, Inc. The word "Rental Period" shall mean the period as agreed to between SRI and Customer. The term "Rental Equipment" shall mean all equipment provided by Smith-Root, Inc. for electrofishing.

I, the undersigned Customer, specifically acknowledge that I am fully qualified to operate the Rental Equipment. Further, I acknowledge that any party under my control will also be fully qualified to operate the Rental Equipment. I understand that the use of the Rental Equipment may involve high voltages and/or currents and I agree to hold Smith-Root, Inc. harmless for any and all injuries that may result in the exposure to these high voltages and/or currents.

Customer further acknowledges that he has read and fully understands this contract and agrees to be bound by all of the terms, conditions, and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement including the terms on the following pages at the time of execution hereof. Note: The following pages must be initialed and all pages returned.

THIS IS YOUR CONTRACT, READ EVERYTHING BEFORE SIGNING. PLEASE INITIAL EACH OF THE TERMS AND CONDITIONS OF THE EQUIPMENT RENTAL

ACCEPTED:

This Rental Contract made on this date of, _____ 20_____ is between Smith-Root, Inc. and:

Agency Name: _____

Authorizing Signature

Date

Print Authorizing Signature

Title:

Received by Smith-Root, Inc.

Signature

Date

Print Signature

Title: Rental Program Coordinator

TERMS AND CONDITIONS OF EQUIPMENT RENTAL

In consideration of the rental of the equipment described by the undersigned (hereinafter referred to as the "Renter") from Smith Root, Inc. named on attached page (hereinafter referred to as "SRI") upon the terms and conditions, and for the price herein specified, it is agreed as follows:

- 1. RENTAL AND TERM** begins on the date and time specified as "RENTAL DATE" and terminates on return of equipment to SRI's premises ("RETURN DATE") unless otherwise agreed upon in writing by the parties. The term "RENTAL PERIOD" is the number of days from the RENTAL DATE to the RETURN DATE less any days in transit from SRI to the Customer. The rental is subject to an automatic renewal for a period of time equal to the Rental Period until the equipment is returned by the Customer to SRI. SRI may terminate the Rental at any time and upon termination take possession of the equipment. Renter agrees to pay, upon the return of equipment to SRI's premises, all charges and costs for the use of the Rental Equipment. Customer agrees to have all outstanding charges processed on a credit card upon return of equipment. Customer Initials _____
- 2. PRIVILEGES AND WAIVER OF DEFECTS.** Renter accepts the RENTAL EQUIPMENT on an "as is" basis. Customer acknowledges and declares that they will inspect the equipment upon receipt. The Customer will contact SRI immediately after receiving the equipment if it is not in good, safe operative condition. The Customer warrants that he is familiar with the operation of the RENTAL EQUIPMENT and is qualified to make such an inspection. Customer agrees that failure to inspect will result in a waiver of the right to return for replacement equipment. Customer agrees to return the RENTAL EQUIPMENT to SRI's premises by the RETURN DATE in as good condition as when received by Customer, ordinary wear and tear excepted. "Ordinary wear and tear" shall mean only the normal deterioration of the Rental Equipment caused by ordinary and reasonable use on a single shift (eight hours per day, five days per week) basis. Customer agrees to pay immediately all charges and costs incurred. Customer Initials _____
- 3. RENTAL EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR DURING THE RENTAL PERIOD.** Renter will immediately discontinue use of the Rental Equipment should it at any time, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair during the RENTAL PERIOD. Furthermore, the Renter will immediately notify SRI that the RENTAL EQUIPMENT is unsafe or in disrepair and until such time as SRI has regained possession the Customer has agreed to take all steps reasonably necessary to prevent injuries to any person and all property from the RENTAL EQUIPMENT or products. Customer Initials _____
- 4. COMPLIANCE WITH LAWS.** Customer acknowledges that SRI has no control over the use of RENTAL EQUIPMENT by Customer, and the Customer agrees, at his sole expense, to comply with all municipal, county, provincial, and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the RENTAL EQUIPMENT while it is in the possession of and use by the Customer. Customer shall not permit any person who is not legally qualified to use the RENTAL EQUIPMENT. Customer Initials _____
- 5. PERMITTED AREA OF USE OF RENTAL EQUIPMENT.** Without SRI's written consent, Customer shall not remove the Equipment from the Country in which it is rented. Customer Initials _____
- 6. CUSTOMER'S LIABILITY FOR MISUSE OF EQUIPMENT.** Customer shall not abuse, harm or misuse, the RENTAL EQUIPMENT. Customer shall not permit any repairs to be made or lien to be placed upon the RENTAL EQUIPMENT without the SRI'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 the RENTAL AGREEMENT, the Customer agrees to accept all responsibility therefore, and shall hold SRI harmless for any claims or action arising. Customer shall furnish SRI with a complete report of any accident involving said RENTAL 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 RENTAL EQUIPMENT, or of loss of possession thereof, or inability to return the same to SRI, on the expiration and due date, for any reason whatsoever, Customer shall pay SRI the actual replacement cost thereof, and in addition thereto SRI's loss of use of said RENTAL EQUIPMENT. Customer Initials _____

7. **DISCLAIMER OF WARRANTIES.** SRI makes NO warranties, expressed or implied, as to the RENTAL EQUIPMENT'S merchantability or fitness for any particular purpose. Customer's sole remedy for any failure or defect in the RENTAL EQUIPMENT shall be the return of the RENTAL EQUIPMENT at the time of failure, provided the Equipment is returned to SRI within 36 hours after such failure. SRI 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 the RENTAL EQUIPMENT. Customer Initials _____
8. **INTELLECTUAL PROPERTY RIGHTS.** All rights pertaining to industrial/electrical or intellectual property including but not limited to copyrights, patents and trademarks in the RENTAL EQUIPMENT are expressly reserved to SRI. The Customer shall not make any copies or authorize any copying of anything supplied with the RENTAL EQUIPMENT such as product designs, diagrams, circuitry, hardware, software programs and operating manuals except with the prior written authority of SRI. Customer Initials _____
9. **USE OF DEPOSIT AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY CUSTOMER.** Customer acknowledges that the purpose and intent of the deposit paid by Customer 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 Customer hereunder. Customer agrees to pay a late payment penalty at the rate of \$150.00 per day if the RENTAL EQUIPMENT is not delivered to the SRI's premises following the end of the RENTAL PERIOD. Customer Initials _____
10. **INDEMNIFICATION OF SRI BY CUSTOMER.** Customer expressly indemnifies and hold SRI harmless of, from and against any and all claims, loss, costs, damages, lawyer fees and/or liability in connection with the hiring and use of the RENTAL EQUIPMENT regardless of whether a lawsuit is filed in the event a suit is instituted by SRI to recover possession of said RENTAL EQUIPMENT or to enforce any of the terms, conditions or provisions hereof. Renter agrees to pay all costs and reasonable lawyer fees of SRI incurred in connection therewith. Customer Initials _____
11. **TAXES.** Customer agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and use of the Equipment. Customer agrees to pay said taxes appear as part of the fact of this contract or whether said taxes as later claimed by the government authority. In the event of a claim by any government authority for taxes arising out of this transaction. Customer agrees to pay SRI said taxes upon demand. Customer Initials _____
12. **TITLE.** Title to the Equipment is and shall remain in the SRI's name. Customer agrees that the Rental Equipment is not subject to levy upon for any reason whatsoever. In the event of the Bankruptcy of the Customer, SRI may retake the Rental Equipment without notice or legal process. Customer Initials _____
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 Contact. Customer Initials _____
14. **DISPUTE RESOLUTION.** Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement or the arbitration agreement, shall be resolved by binding arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Customer Initials _____
15. **CHOICE OF LAW.** Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement or the arbitration agreement, shall be interpreted under the laws of the State of Washington except as to its choice of law principles. Customer Initials _____