

RENTAL AGREEMENT

CUSTOMER'S NAME: _____
COMPANY'S NAME: _____
STREET ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE: _____
FAX: _____
E-MAIL: _____
PICK-UP DATE/TIME: _____
RETURN DATE/TIME: _____

THIS AGREEMENT TO RENT EQUIPMENT ("Agreement") is made and effective _____ [Date], by and between Delta Electronics, Inc., ("Company") and _____ ("Customer").

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

I. RENTAL PERIODS AND CHARGES:

- a. The minimum rental period is one day. For out-of-town shipments of rental equipment, the minimum rental period is two days. Out-of-town rental charges start the day after shipment, and continue until all equipment is returned to Delta Electronics, Inc. The customer is responsible for all shipping and delivery charges, including insurance.
b. Hours of operation for Delta Electronics, Inc. are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays. Equipment may be picked up at the office of Delta Electronics, Inc. after 3:00 p.m. on the day before the beginning of the rental period. Equipment picked up before 3:00 p.m. will be charged an additional half day. Equipment returned after 10:00 a.m. will be charged an additional full day.
c. Weekend use days are charged at the daily rate.
d. Rental charges may be applied to equipment purchases only under certain circumstances and only if approved by Delta Electronics, Inc. management prior to the rental period.

II. RESERVATIONS AND DEPOSITS:

- a. Delta Electronics, Inc. is not liable for any loss of revenue, or any other inconvenience, which results from the unexpected unavailability of equipment that has been reserved by the customer.
b. Some items may require a NON-REFUNDABLE Reservation Deposit at the time of the reservation. This deposit will be applied to the rental.
c. Customers who do not have an open account with Delta Electronics, Inc. may be required to make a Security Deposit equal to the value of the rented equipment. Security Deposits must be paid with a Master Card, Visa, or American Express; cash or checks will not be accepted.

III. CANCELLATIONS:

A fee will be charged for canceling all or part of any rental order. This fee will vary depending on the specific circumstances and the equipment involved.

IV. PAYMENT AND CREDIT TERMS:

- a. All first-time rentals must be paid in advance with CREDIT CARD. Only VISA, MASTER CARD, or AMEX credit cards are accepted.
- b. Credit Card and valid Mississippi driver's license MUST BE PRESENTED at time of pick-up.
- c. Individuals or companies wishing to rent equipment from Delta Electronics, Inc. on terms must complete a credit application. New customers should submit a completed form at least two weeks prior to the rental if references are local, or four weeks if references are out-of-town.
- d. Payment terms for approved open accounts are Net 10 days. Interest will be charged at the rate of 1½% per month on the unpaid balance after 10 days.

V. RESPONSIBILITIES:

- a. It is the customer's responsibility to understand the proper use and care of each item of rented equipment. Delta Electronics, Inc. is not responsible for any injury, loss or damage, directly or consequently, arising out of the use or inability to use the equipment, whether used singularly or in connection with any other equipment. Equipment that operates normally when returned will be deemed to have been in proper operating condition during the entire rental period.
- b. The customer must, at his/her own expense, protect and keep in good state of condition and repair, the rented equipment; and must not use or operate the equipment other than in a manner and for the use contemplated by the manufacturer thereof; and must return the equipment to Delta Electronics, Inc. upon termination of the rental period, in the same condition and good order as when received, ordinary wear and tear excepted. Delta Electronics, Inc. shall have the sole discretion to determine if, and to what extent, equipment has been damaged.
- c. The customer must reimburse Delta Electronics, Inc. for the full cost of repairs for rental equipment that is returned damaged or broken by any cause whatsoever, whether due to the customer's fault or not. For rental equipment that is lost, stolen, or damaged beyond reasonable repair, the customer must reimburse Delta Electronics, Inc. for the full replacement value of each item. The customer may be required to further compensate Delta Electronics, Inc., in rental charges, for any time lost as a result of replacement or repair of any equipment damaged or not returned.
- d. The cost of any insurance coverage, or other protection against damage and/or loss of equipment rented from Delta Electronics, Inc. are the sole responsibility of the customer.
- e. The title and ownership of all rented equipment shall remain with Delta Electronics, Inc. at all times. The customer may not remove rented equipment from the Continental United States without prior written permission from Delta Electronics, Inc. management, and agreement to any special terms included in said written permission.
- f. It shall be lawful for Delta Electronics, Inc. or its agents, at all reasonable times, to enter the premises upon which said rented equipment is kept, for the purpose of viewing the state and condition of said equipment.
- g. Customer shall indemnify Company against, and hold Company and Company's employees harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Customer's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

VI. AGREEMENT:

Rental terms/details **(Company use only)**:

Item (S/N): _____

Total Rental Fee: \$ _____

Total Cost of Rented Equipment (see invoice for breakdown): \$ _____

Payment Method: _____

Delta Electronics, Inc. Invoice #: _____

The Customer hereby acknowledges and agrees to all of the terms and conditions listed herein.

Customer's Printed Name: _____

Customer's Signature: _____ **Date:** _____