

TERMS AND CONDITIONS OF RENTAL CONTRACT

1. Rentee is responsible and shall be liable for any loss, theft or damage to the rented equipment. Rentee agrees to indemnify and hold W. Schiller and Company harmless for any physical injuries, property damage, liability, claims, attorney fees, costs, suits or expense arising from the possession and/or use of the rented equipment.
2. Rentee may inspect the equipment at the time of rental and agrees that the equipment is in good working condition when received and warrants that the equipment will be in the same condition upon return.
3. Title of the equipment shall remain with W. Schiller and Company at all times. Rentee's failure to return the equipment upon termination of this agreement shall constitute a breach hereunder and W. Schiller and Company is permitted to peacefully enter Rentee's premises without notice to recover such equipment. W. Schiller and Company may terminate this agreement verbally or in writing at any time and Rentee shall be required to return the equipment within twenty-four (24) hours of such termination.
4. Rentee is required to deposit with W. Schiller and Company an amount equal to the value of the equipment being rented unless expressly waived by W. Schiller and Company.
5. Rentee authorizes W. Schiller and Company to charge any claim for damages to the rental equipment to the credit card provided by Rentee for the rental equipment. W. Schiller may charge Rentee for the out of pocket costs incurred to repair the rental equipment, and will promptly notify Rentee of the charge.
6. Claims upon the Rentee for damage to the equipment are waived seven (7) working days after the acceptance of the returned goods by W. Schiller and Company.
7. In the event that Rentee fails to make any rental payment within thirty (30) days of the rental return date, rentee agrees to pay a service charge of one and one-half percent (1 1/2%) per month on any outstanding balance. The rentee agrees to pay to W. Schiller and Company reasonable attorney fees and court costs should W. Schiller and Company choose to obtain a judgement for unpaid rental fees. and or the reimbursement for loss, damage, or failure to return rented equipment.
8. Waiver by W. Schiller and Company on any of the terms and conditions hereunder does not constitute a waiver of all such terms and conditions. Rentee has read and understood all terms and conditions hereunder and agrees to be bound by them.

Individual Rentee: _____ Date: _____

Company: _____ Date: _____

Authorized Signature: _____ Title: _____