

Timberlane Chiller Rental Agreement

To accept Proposal, please complete, sign and return this page to the Timberlane Chiller Rental Salesperson. Once a signed Proposal Acceptance and hard copy Purchase Order are received, we will process your order.

| | | |
|---|------------------------------|--|
| • | Owner: | |
| • | Shipping Address: | |
| • | Renter: | |
| • | Phone: | |
| • | Date: | |
| • | Place of Use: | |
| • | P.O. No: | |
| • | Contact: | |
| • | Phone: | |
| • | Equipment Rented: | |
| • | Item No: | |
| • | Serial No: | |
| • | Description: | |
| • | Rental Rate: | |
| • | Rental Terms and Conditions: | |

All Information Subject to Rental Terms and Conditions below:

Rental Period: The rental period commences when the equipment ships from Timberlane Chiller Rental (TCR) facility and ends when the equipment returns to the (TCR) facility. The Minimum Rental Period is set forth below. If at the end of any rental period customer has not returned the equipment or contacted their Timberlane Chiller Rental contact to stop the rental charges, and notify the equipment is ready for pick up, this agreement shall, at (TCR) sole option, either be automatically renewed for an additional Minimum Rental Period or be subject to the default provisions. Pricing established in the Rental Agreement will be honored throughout the agreed upon Minimum Rental Period. Timberlane Chiller Rental (TCR) reserves the right to establish new pricing if the job extends beyond the Minimum rental Period set forth below. Timberlane Chiller Rental must notify the customer of any pricing changes that should

occur after the Minimum Rental Period with a 15-day written notice.

Early Returns: Minimum Rental Period is one month unless noted otherwise. If the equipment is returned prior to the end of the Minimum Rental Period noted above, Customer shall pay a service charge equal to the rent for one (1) Minimal Rental Period and other charges that may apply. Equipment returned prior to the Minimum Rental Period may be re-rented to others and (TCR) shall have no obligation to make the equipment available to the Customer. If discount pricing was provided due to length of rental period and equipment is returned prior to completion of the contracted period, the Customer shall also be liable for charges equal to the discount.

After-hours fee: \$500 (minimum) will be charged for unplanned services requiring facilities to open outside of normal business hours. If ordered and subsequently canceled, the fee will be charged in addition to any other cancellation charges.

Sales tax: Sales tax is NOT included. A tax exemption certificate is required for those applicable. Understanding your invoice: If the actual Rental Duration differs from quoted Rental Duration, refer to the following for invoice calculation: Rental extended past original end date or returns prior to:

Daily rate is 1/3 of the weekly rate.

Weekly rate is 1/3 of the monthly rate.

The renter agrees to pay a minimum of one month plus startup cost to the Owner for the equipment that shall be rented.

Example of starting cost:

Third party driver, electrician, electrical connections, pipe fitters if needed and hoses connection.

Labor: The labor quoted is estimated and subject to site conditions. Additional labor, if required, will be charged at the local depot's labor rate. Labor and material required to clean or repair damaged equipment will be invoiced as incurred.

Cancellation Charges: Email your (TCR) associate. Customer must cancel their order 48hrs. prior to equipment pickup/shipment/installation, Provide rental agreement number, a PO number, or the equipment Unit IDs. Also provide items to be collected, location, pickup date/time. Site contact information must be provided and any decommission needed. A Rental will not be deemed terminated without proof of termination, as set forth above. NO REFUND once the rented equipment is delivered to the client's site, 50% of the initial cost and 50% of the monthly rental contract must be paid.

Maintenance and Repairs: The owner/representative will perform routine maintenance on the equipment, including routine inspections, equipment function checks, and cleaning in accordance with manufacturer's specifications. All maintenance or repairs may only be performed by TCR associates or an authorized agent. TCR Associates has the right to inspect the equipment wherever it is located. The customer has the authority to grant the TCR associate and its agent the right to enter the physical location of the equipment for the purpose set forth herein. TCR will be responsible for any repairs necessary due to normal wear and tear. The owner is the only person

authorized to repair the equipment, unless the owner indicates otherwise in writing.

Indemnity: Renter will indemnify and hold Owner harmless from and against all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees and costs, arising out of or in connection with Renter's use of the Equipment.

Insurance Coverage: Contractor agrees to obtain insurance to protect against claims for property damage, bodily injury, or death due to performance of this agreement.

Limited Liability: TCR shall not be liable for any indirect, special, incidental, consequential or exemplary damages or loss of profits arising out of or in connection with this agreement or any act or omission associated therewith or in connection with the use of any equipment or product, whether the claim is based on warranty, contract, tort, or other legal theory and regardless of such loss or damage or if any other remedy provided herein fails.

Return/Pickup/Delivery of Equipment: Pickups and returns at our location will be provided by the TCR, which will be included in the initial cost of the rental period. At the end of the rental period, the equipment will be returned to Timberlane Chiller Rentals in the same condition as received, minus normal wear and tear and free of any hazardous or contaminating materials. The customer will need to notify TCR that the equipment is ready for pickup one week prior to the end of the rental period, and all items will be picked up at the site address listed on the customer's original receipt and our provided deliveries. No collection will be made on holidays unless agreed to by TCR in writing.

Freight: Carrier Rental Systems may utilize third party transportation companies or company owned vehicles in the transportation of the rental equipment. Freight charges allow one hour for holding and unloading at the Customer's location. Detention charges of USD 125.00 per hour are applicable for durations exceeding the allotted time.

Permitted Use Electrical Power Requirements: Customer agrees to provide electrical power necessary to operate all electrical equipment while rented and as indicated on each cooler's manufacturer's label. The customer acknowledges that each chiller will require its own circuit breaker to operate.

Loss and damage: To the extent permitted by law, the lessee shall be responsible for the risk of loss, theft, damage or destruction of the equipment from any cause.

Credit Card Payments: Customer agrees that if a credit card is presented to pay charges or to guarantee payment, Customer authorizes TCR to charge credit card for the full amount shown in this agreement and charges subsequently requested by the customer, including, but not limited to, loss of or damage to equipment, extension of rental period.

Invoice Policy and Payment Terms: Our invoice policy is based on a 28-day rental period. The minimum rental period on all Carrier Rental Systems projects is one month unless otherwise specified. The first (3) days rental of each of the first three (3) weeks, invoices at the weekly rate. On the seventeenth (17) day of rental the invoice will generate at the Period (or Monthly) rate. The invoice will be generated on the earliest

date of either: (a) the contract invoice date or (b) the equipment return date.

Rental Subscription Rates: If the equipment is lost or damaged, the lessee will continue to pay the rent and provide the owner with prompt written notice of such loss or damage. Whether the equipment is repairable or causes the equipment to be brought to a state of repair, appearance and condition.

Renter authorizes TCR to collect subscription fee payment in advance in the applicable currency, using the payment method and payment information provided by Renter and accepted by TCR. The subscription fee may include late fees or penalties incurred because your financial institution fails to honor a check or electronic charge, debit or transfer.

Late payments will earn interest at one and one-half percent per month or the highest rate allowed by law, whichever is higher. You are obligated to pay all subscription fees regardless of whether you receive a bill. Failure to comply with any of your payment obligations will be a material breach of this agreement and allows TCR to suspend or terminate your subscription.

Contracting Party
ID.

Contractor
ID.

Comments: