

RENTAL AGREEMENT TERMS AND CONDITIONS:

CLEANING

All items must be returned in their original condition. There will be an additional charge of \$40.00/hour for items not returned in this matter. Rented concrete forms must be scraped, cleaned, and nails pulled. Curb and Gutter forms must be cleaned as well as equipment rentals (We recommend purchasing form oil). If you would rather have us scrape and clean your rental items, it is available at \$40/hour. Arrangements must be made prior to pickup. **INITIAL:** _____

1. This Lease is made between Astrof Concrete Hardware. ("Lessor"), 10911 19th Avenue SE, Everett, WA 98208 and Lessee.
2. Lessee acknowledges receipt of the equipment and supplies described in the invoice. The parties agree that the items were inspected by the Lessor and personally examined by the Lessee at the time of delivery and acceptance by the Lessee.
3. 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.
4. 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.
5. 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 what so ever, 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.
6. Equipment must be returned in the same condition in which such equipment was received and 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 while in the possession and control of Lessee; subject however to any optional limited liability coverage elected and paid for by Lessee.
7. Lessee will not retain equipment beyond its return date without prior notice to and consent of Lessor. Lessee will pay invoice in advance or on approved account. Lessee agrees to pay all collection charges, including reasonable attorney's fees, if invoice is not paid when due. Lessor, at Lessor's sole discretion, may report equipment stolen if held 5 days beyond return date.
8. Notching of panels is not prohibited, but a fee will be charged for the replacement of each panel that is damaged.

DELIVERY & PICK UP:

Delivery and pickup are available at reasonable rates. Deliveries are made to areas that are immediately accessible to our trucks. Supplemental charges will be billed for deliveries involving excessive off road distance from the Street or Highway, or distance outside of our service area. Our Standard delivery times are 8 AM to 6 PM, Monday - Friday. Other delivery services are available through special arrangements. All deliveries require a signature of responsible party upon receipt of inventory. Rental equipment must be in the same place it was delivered. Once a pickup is called in, we will schedule that pickup within 3 days by the Lessee. Drivers are not authorized under any circumstances to operate equipment or move client's personal property.

DAMAGE & MISSING ITEMS:

WE DO NOT PROVIDE INSURANCE COVERAGE ON RENTAL ITEMS. Customer will be charged the repair or replacement cost for breakage, damaged and missing items. The rental fee is separate from the repair or replacement charge. Customer responsible to verify all counts, including accessories, as you will be charged for any missing items. **It is recommended that a representative from the Lessor is present during pickup of inventory; otherwise Astrof Concrete Hardware counts are final.**

1. I agree to pay all late fees if equipment is not returned by due date on invoice.
2. I agree to pay for any repairs or replacement of equipment that is damaged, destroyed, lost, or stolen.
3. I will return the equipment clean, or pay a \$40 labor fee per hour to have it cleaned.
4. Panels or dimensional lumber that are cut or damaged are charged a replacement or cut fee.
5. I am aware the failure to pay late fees, damages, or replacement cost will result in liens or collections.
6. The late fee is the rental price of the items for the next rental period.
7. I understand that all unused items returned to Tom Astrof Construction are eligible for in house credit only

I have read and understand the above rental agreement. I agree to release and hold harmless, Astrof Concrete Hardware, its trustees, officers, employees, and representatives, from liability for physical injury and property damage arising out of the use of this equipment.

Customer Signature: _____ **Date:** _____

Drivers Signature: _____ **Date:** _____