



## Equipment Rental Terms and Conditions

These Terms and Conditions for Equipment rental shall constitute the complete agreement between U.S. Micro-Solutions, Inc., hereafter "USMS", and \_\_\_\_\_, (including all representative agents), hereafter "Lessee".

**Equipment Ownership:** All rental Equipment remains the sole property of USMS.

**Warranty:** USMS cleans and calibrates all Equipment according to its internal standard operating procedures but does not make any express or implied warranty regarding the fitness, condition, suitability, capacity, or performance of the Equipment.

**Rental Rates:** The rental will be charged pursuant to the rates set forth in the attached quote. All rates are quoted in U.S. dollars. This lease commences on the first full day after the Equipment is received by Lessee and will end on the day the Equipment is received by common carrier or drop-off at USMS premises. If the Equipment is received and returned on the same day, a full day of rent will be charged. If Lessee fails to return Equipment by the expected return date, Lessee agrees to pay rental charges as accrued until Equipment is received by common carrier or drop-off at USMS premises.

**Shipping Charges:** Lessee is responsible for outbound and inbound shipping charges for the Equipment and for purchasing insurance in the amount of replacement value. Lessee will be given the option to designate the expediency of outbound shipping (e.g. FedEx Priority Overnight, Standard Overnight, or 2-Day delivery). USMS shall not be legally bound to meet delivery dates or be liable for any losses arising as a result of late delivery or the condition of the Equipment at time of delivery.

**Terms of Payment:** Lessee will pay for the equipment rental via credit card or, where credit information is provided by Lessee and credit score is acceptable, via invoice. Invoices are due and payable within 30 days of the invoice date. Interest in the amount of 18% APR will accrue on unpaid balances after 30 days.

**Acceptance of Equipment:** Unless USMS is notified of Equipment damage or malfunction within 1 hour of receipt of Equipment, acceptance of delivery of the Equipment by Lessee shall constitute conclusive evidence that Lessee has examined Equipment and finds Equipment to be complete, in good condition, and fit for the purpose for which it was designed.

**Loss or Damage of Equipment:** Lessee shall assume the entire risk of loss, theft, or damage to the Equipment from the time Lessee takes possession of the Equipment until the time USMS regains possession of the Equipment. Lessee shall immediately report any loss, theft, or damage of Equipment by calling 877-876-4276. Lessee, at the sole option of USMS, shall (a) at Lessee's expense, repair the Equipment to the satisfaction of USMS; or (b) at Lessee's expense, and to the satisfaction of USMS, replace the Equipment with similar or like equipment of comparable value, with clear title to USMS. No such loss or damage shall release Lessee of rental payment obligations under this agreement.

**Obligations of Lessee:** During the term of this Lease, Lessee shall:

- 1) Ensure that Equipment will be operated by personnel competently trained in the operation of Equipment.



- 2) Not allow Equipment to be operated by other than Lessee or Lessee’s employees.
- 3) Conform to all laws, rules, and regulations governing the use, maintenance, operation, or storage of said Equipment.
- 4) Obtain all necessary licenses, certificates, permits, authorizations required for operation of Equipment.
- 5) Not alter Equipment without the express written consent of USMS.
- 6) Maintain the Equipment in its present good condition and functional order.

**Breach of Lease:** If Lessee shall default in any rental payment, become insolvent, cease doing business, file for bankruptcy, or fail to uphold the terms of this agreement, USMS may, without notice, terminate this agreement, and, without court order, enter Lessee’s premises to take possession of Equipment. Lessee shall pay USMS all monies due, or those that would have been due, as if the agreement had run its full term.

**Liability:** Lessee shall indemnify USMS and its agents against any and all claims, actions, suits, proceedings, costs, expenses, damages or injuries to persons or property arising out of, connected with, or resulting from the Equipment subject to this lease. USMS shall not be liable for any losses resulting from Equipment failure. Lessee shall promptly pay any judgment for any and all liability for personal injury, death, or property damage which arise from acts of negligence of Lessee or others in possession of, or operation of, said Equipment. Lessee shall pay all legal fees associated with any claim for which USMS is to be indemnified.

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Company

U.S. Micro-Solutions, Inc.  
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Company

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Name (print)

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Name (print)

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Title

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