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MARTIN INSTRUMENT RENTAL AGREEMENT Terms and Conditions of Rental of Equipment

Martin Instrument (lessor), hereby rents to _____, (lessee), effective on the date this agreement is accepted by lessee and upon the terms and conditions herein contained, the described equipment, which remains the property of the lessor, at the rental rates set forth. Rental payments will be made at lessor's address as shown. Applicable sales tax will be added to the rent. Lessee also agrees to pay delivery and pick-up charges and for cleaning, repair, or replacement as necessary.

Acceptance Date and Termination: Rent charges begin when equipment is received by client and ends the day before the equipment is received by Martin Instrument. Lessee is in all cases responsible for shipping and handling expenses incurred.

Warranty of Condition: Lessor warrants equipment to be in good working order when delivered. By acceptance of delivery of the equipment, lessee agrees that the equipment is in good working order, repair, condition and appearance and in all respects is satisfactory to lessee. Lessee shall notify Martin Instrument of equipment damage or failure within 24 hours of receipt of equipment, by completing the MI Rental Replacement Form. Martin Instrument shall, in a timely manner, repair or provide replacement equipment as required.

Legal Title: Legal title will remain with the lessor during the term of this agreement. Lessee will keep the equipment free of all liens, levies, and encumbrances. No purchase or recapture options are intended, expressed or implied, unless specifically contracted by a separate written agreement. This rental agreement shall not, in any way, be considered a conditional sales contract. Lessee shall not acquire hereby any right, title, or interest in or to the equipment or the proceeds of sale of the same.

Indemnity: Lessee hereby indemnifies and shall hold lessor harmless against any and all claims, demands, liabilities, losses, damages and injuries of any kind or nature whatsoever relating to or any way arising from the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss, damage, destruction, or return of the equipment or any part thereof.

Default: If at any time lessee fails to make payment hereunder when due, or violates any other terms of this agreement, lessee shall be in default. If lessee is in default, lessor may take possession of the equipment, with or without legal action, and without notice to or consent of lessee, and for that purpose may enter upon any premises owned or leased by lessee without liability for any damages occasioned thereby. Lessee shall be responsible for all expenses of lessor in such taking of equipment and all collection costs, including but not limited to collection agencies, attorneys and court costs.

Loss or Damage: Lessor shall be responsible for loss of or damage to the equipment from the time the equipment leaves the premises of the lessor until delivery of the equipment to the lessee. Lessee shall be responsible for loss of or damage to the equipment from the time the lessee receives the equipment until return delivery of the equipment to the lessor. Lessee shall be liable for any loss, theft, destruction, or damage to equipment, including damage from unauthorized attempts to repair. All equipment lost or damaged beyond repair shall be paid for by the lessee at the current values. All repairable, damaged equipment must be repaired only by the lessor and the cost of such repairs shall be paid for by the lessee. Wear and tear resulting from reasonable, normal use of the equipment is expected. Lessee agrees to be absolute insurer of equipment to protect against accidental damage, fire, theft, and vandalism.

Payment Policy: All accounts are due net 30 days following invoice date; delinquent thereafter.

Miscellaneous: If assignment or legal action is necessary to enforce this agreement, lessee shall pay all of lessor's incurred collection fees, attorney fees, costs and expenses, regardless of whether necessary to the successful result. This agreement shall be interpreted according to the laws of the State of Texas.

Acceptance: I have read the above and agree to the terms contained therein. *Please sign below and fax to (512)419-0084.*

Authorized Signature: _____ **Title:** _____

Name: _____ **Date:** _____