



BRUNSON INSTRUMENT COMPANY QUOTATION

ISO 9001: 2000 Certified

INCLUDED TERMS – STANDARD DOMESTIC RENTAL AGREEMENT

1. **PAYMENTS AND RENTAL TERM.** Rentee shall pay Renter the Rental Payment Amounts specified herein. The Rental Term begins on the day the Equipment is shipped by Renter to Rentee and continues until the day the Equipment is returned in good condition to Renter by Rentee and all payments payable to Renter are paid.
2. **TAXES.** Rentee shall pay all fees, assessments, and taxes now or hereafter imposed by any governmental body or agency upon any Equipment leased hereunder the Rental Payment Amounts or other payments hereunder.
3. **SHIPMENT AND RECEIPT.** Rentee is responsible for all risk and all freight and other charges relating to transportation of the Equipment from and to Renter's facility. Renter shall not be liable for delay in shipment or for failure to give notice of delay when such delay results from conditions beyond Renter's control. Upon receipt, Rentee shall immediately inspect the Equipment for shortages and damage.
4. **RISK OF LOSS AND INSURANCE.** Rentee shall bear all risk of loss, damage and theft of the Equipment from the moment at which the Equipment leaves Renter's facility until the Equipment is returned to Renter at the termination of this Rental Agreement. Rentee shall obtain and maintain, at its own expense, adequate insurance for damage to the Equipment and for theft or loss of the Equipment, and Rentee shall also provide and pay for adequate public liability and property damage liability insurance covering the operation of the Equipment. Renter may ask Rentee to furnish satisfactory proof of Rentee's insurance.
5. **RETURN.** At the termination hereof, Rentee shall return to Renter the Equipment in good condition and without damage or encumbrance of any kind. Rentee shall pay Renter for all breakage, loss, or damage to the Equipment up to the specified replacement value (ordinary wear expected).
6. **TITLE; PERSONAL PROPERTY.** The Equipment shall at all times remain the property of Renter. Rentee shall protect and defend, at its own expense, the ownership and exclusive title of Renter in the Equipment against all claims of third parties and keep the Equipment free and clear from all such claims. The Equipment is and shall remain personal property and shall not become part of any real estate, regardless of affixation.
7. **WARRANTIES.** The only warranty for any Equipment is the Used Product Warranty (available from Renter upon request). All other warranties, expressed or implied, are hereby disclaimed. SUCH DISCLAIMER EXPRESSLY INCLUDES THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. Renter shall not be responsible for any Product that has been abused, misused, altered, or repaired by persons other than those authorized by Renter. Modification, alteration, or repair of any of the Equipment by unauthorized personnel shall void Renter's warranty.
8. **ASSIGNMENT AND SUBLEASE.** Rentee may not assign its rights hereunder or sublease the Equipment without the Renter's advance written consent.
9. **INDEMNITY.** Rentee hereby assumes all risk and liability arising from or pertaining to Rentee's shipment, possession, or operation of the Equipment. Rentee shall indemnify, protect, and hold harmless the Renter and its assigns from and against all losses, claims, fines or other matters (including attorney's fees and court costs) arising out of or pertaining to any of the foregoing. The indemnity herein provided shall continue in full force and effect notwithstanding the expiration or termination of this Rental Agreement.
10. **DEFAULT.** Rentee shall be deemed in default hereunder if it:
 - (A) Fails to pay any Rental Payment Amount or other sums payable hereunder when due;
 - (B) Fails to observe or perform any obligation under any other provision of this Rental Agreement and such failure shall continue for a period of ten (10) calendar days after the date of notice thereof from Renter; or
 - (C) Dissolves or becomes insolvent, makes an assignment for the benefit of creditors, consents to the appointment of a trustee or receiver, or fails to obtain dismissal of bankruptcy, reorganization, or similar proceeding within thirty (30) days of the commencement thereof.In the event of a default by Rentee, Renter may, without waiving any other right it may have at law or in equity, exercise any one or more of the remedies listed in Section 13 hereof.
11. **REMEDIES.** Renter may, in the event of Rentee's default:
 - (A) Immediately terminate this Rental Agreement for any or all items of Equipment rented from Renter;
 - (B) Declare immediately due and payable each and every Rental Payment Amount and other sums due and payable hereunder, as liquidated damages and not as penalty;
 - (C) Proceed by court action to enforce performance by Rentee of the covenants of this Rental Agreement or to recover damages for the breach hereof, and/or
 - (D) Cause Rentee, at its expense, to return the Equipment promptly to the possession of Renter, such return not to be deemed an automatic termination of this Rental Agreement.
12. **GOVERNING LAW.** This Rental Agreement and all rights herein shall be deemed to have been entered into in Kansas City, Missouri, and shall be construed according to the laws of Missouri, without giving effect to the choice-of-law principles thereof.
13. **ENTIRE AGREEMENT.** The Rental Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any earlier expression of intent or understanding with respect to such subject matter. No modification of this Rental Agreement shall be binding upon either party hereto unless made in writing and signed by both parties.

Agreed to by

Signed

Date

Return via fax: 816.241.1945 or sign, scan and attach to email response.



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