

## Equipment Rental Agreement

This Agreement is made by Douglas L. Hollaender Enterprises, Inc. ("Hollaender") and \_\_\_\_\_ ("Renter"). Hollaender hereby rents to Renter the equipment, including peripherals (such as cords, carts, etc.), described below ("Equipment"). Renter shall pay Hollaender the sum of \$\_\_\_\_\_ per day/week for \_\_\_\_\_ days/weeks for a total of \$\_\_\_\_\_ as rent, payable in advance using a valid and approved credit card. In addition to the rent, Renter shall pay a security deposit of \$\_\_\_\_\_ in advance. After all Equipment has been returned to Hollaender and found to be in good condition and repair, Hollaender will return the security deposit to Renter, subject to any deductions as provided in this Agreement. Renter shall return the Equipment to Hollaender in the same condition as received by

Renter, reasonable wear and tear excepted, on the last day of the Rental Period. The rental period shall begin on \_\_\_\_\_, and end on \_\_\_\_\_. If Renter fails to return the Equipment on the last day of the rental period, Renter shall pay additional rent at one and a half times the standard daily rental rate for each day after the end of the rental period until the Equipment is returned to Hollaender. If Renter fails to return the Equipment for more than 15 days after the end of the rental period or returns the Equipment damaged, at Hollaender's option, Renter shall pay the full retail value of the Equipment not returned or returned damaged. The full retail value of the Equipment is \$\_\_\_\_\_. Hollaender may apply the security deposit to any additional rent or full retail value that may be owed by Renter.

### Equipment Description

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### Renter's Payment and Shipping Information

Renter's Name (as it appears on credit card): \_\_\_\_\_

Renter's Address: \_\_\_\_\_

Renter's Telephone: \_\_\_\_\_ Renter's E-Mail: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_ Credit Card No.: \_\_\_\_\_ Expiration: \_\_\_\_\_

Hollaender will verify that the Equipment is in good working order as of the time it is delivered to Renter. Renter shall inspect the condition and verify the functionality of the Equipment upon receipt and promptly notify Hollaender of any damages, malfunctions, or missing components. HOLLAENDER PROVIDES THE EQUIPMENT "AS IS" AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF THE EQUIPMENT. Renter shall keep and maintain the Equipment in good condition and repair and shall be responsible for any loss, casualty, damage, or destruction to the Equipment regardless of the cause.

protect it from any claims arising from its possession, set up, and use of the Equipment, including the liabilities assumed by Renter under this Agreement.

Renter is responsible for complying with all safety procedures in connection with the set up and use of the Equipment. Renter shall ensure that all of its operators of the Equipment are fully trained on the correct and safe set up and use of the Equipment. IN NO EVENT SHALL HOLLAENDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, EVEN IF HOLLAENDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF RENTER'S POSSESSION, SET UP, AND USE OF THE EQUIPMENT. Renter shall indemnify and hold Hollaender harmless from all claims, actions, proceedings, damages, and liabilities, including attorneys' fees, arising from Renter's possession, set up, and use of the Equipment and Renter's failure to comply with any obligation under this Agreement. Renter confirms that it has adequate insurance coverage to

Any claim or controversy arising out of or relating to this Agreement that is not resolved by the parties themselves, shall be settled through mediation, or, if the mediation is not successful, through binding arbitration. All mediation conferences and arbitration hearings shall take place in the Cincinnati, Ohio area and shall be administered by a mutually acceptable mediator or arbitrator, as applicable, in accordance with the American Arbitration Association's Commercial Mediation and Arbitration Rules. All fees and expenses of the mediation and arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that, in arbitration, the prevailing party shall be entitled to an award of reasonable attorney's fees.

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, excluding its conflict of laws principles. The prevailing party in any legal proceeding concerning this Agreement shall be entitled to recover reasonable attorney's fees and, in the case of Hollaender, the costs of collection. This Agreement constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by the parties.

### Douglas L. Hollaender Enterprises, Inc.

### Renter

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Typed or Printed)

\_\_\_\_\_  
(Name Typed or Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)