



## SPOT COOLERS RENTAL TERMS AND CONDITIONS

### 1. PHYSICAL CONDITION OF RENTAL ITEM(S):

You acknowledge that prior to taking possession of the rental item(s) you examined it, saw it in operation (if appropriate) and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return the rented items to Spot Coolers in the same condition except for ordinary wear and tear. **YOU AGREE THAT YOU WILL PAY THE CHARGES FOR ANY LABOR AND/OR PARTS TO REPAIR DAMAGE THE EQUIPMENT MAY HAVE INCURRED IN CONJUNCTION WITH THIS AGREEMENT. IF THE COST FOR REPAIR PARTS AND LABOR EXCEED THE REPLACEMENT COST OF THE UNIT(S) YOU AGREE TO PAY THE LIST PRICE OF THE DAMAGED UNIT(S) WITHIN 10 DAYS OF THE DAMAGE.**

### 2. USE OF THE ITEM(S)

You agree that you are satisfied with the instruction given by Spot Coolers in the proper and safe manner to using the item(s) or, you are so familiar with the use of the product and told Spot Coolers that you were, that no instructions were required. You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited.

### 3. RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES

You are responsible for the use of the rented item(s). You assume all risks inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold Spot Coolers harmless from, and hereby release Spot Coolers from, and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from Spot Coolers negligence, from the defective condition of the item(s) or from any cause. **YOU AGREE THAT NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.**

### 4. RESPONSIBILITY FOR EQUIPMENT

From the time the item(s) is rented "out" until it is returned, you are responsible for it. If the item(s) is lost, stolen or damaged under any circumstances, while rented, regardless of fault, you shall be responsible for all charges including labor costs to replace or repair the item(s). If the item(s) is returned not clean, a cleaning charge will be imposed. **FAILURE TO RETURN RENTED PROPERTY UNDER THE TERMS OF THE CONTRACT MAY SUBJECT THE RENTER TO CRIMINAL PROSECUTIONS.**

### 5. ITEM(S) FAILURE

You agree to immediately discontinue any attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately notify Spot Coolers of the facts. Spot Coolers agrees at its' sole discretion to make the item(s) (1) operable within a reasonable time or (2) provide you with a like item if available or (3) make a like item available at another time. This provision does not relieve you from the obligation imposed by other paragraphs, including (4) and (6). In all events, Spot Coolers shall not be responsible for any injury or damage, including consequential damage resulting from failure or defect of a rental item(s).

### 6. RETURN OF ITEM(S)

The rented item(s) is Spot Coolers property and is rented to you subject to this contract for rental charges and for the period of time noted on the reverse side. If you desire to extend the term of this rental beyond the time and date specified on the reverse side, you must immediately notify Spot



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Coolers to obtain our approval, the term for such extension and a modification of this contract (see paragraph 9). If this agreement has not been extended and you fail to return the item(s) on return date, Spot Coolers, is hereby expressly authorized to enforce its property ownership of the item(s) and to protect its interest under this contract. Such action may include retaking the item(s) at any time. To do so, Spot Coolers or its representatives may enter your home or business property and you hereby waive any right of action against Spot Coolers and/or its agents for such entry and retaking. In addition, you acknowledge that the failure to return rented item(s) are prohibited, and that such action may constitute a crime. Spot Coolers, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to prosecution. Further, if Spot Coolers equipment is seized by any governmental agency, the document shall serve as your written consent to act on your behalf to reclaim Spot Coolers property. Additionally, if you or your officers are identified by a government agency as a denied or debarred party, Spot Coolers may immediately terminate this agreement and take possession of the rented items.

### **7. CHARGES AND PAYMENTS - TIME IS MONEY.**

You are responsible for rental charges from the start date as specified on the reverse side, until it is returned, and any other charges hereunder. Return the item(s) promptly, clean, and in good condition. You and your representative, agent or principal shall be responsible for, and shall pay Spot Coolers all charges hereunder. Any person signing this agreement on behalf of a corporation shall, in the event of default by the renter, be personally liable for any and all costs incurred. All charges are due upon the return of the item(s) and upon demand unless prior arrangements have been made with our credit department. If the rental charges are charged to someone other than the renter, the renter represents he/she is the agent of such party and has the right to charge this rental. However, the renter nevertheless will remain liable for the charges and for the other obligations and responsibilities of the renter hereunder. If rental charges are not paid within ten days of their due date, Spot Coolers, at its discretion, may recalculate all charges on a daily rental rate basis.

### **8. COLLECTION COSTS**

You agree to pay attorney fees, collection fees, court costs, and any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise in enforcing the terms of this contract. Interest will be charged at the rate of 18% per annum on the full outstanding rental sum due.

### **9. MODIFICATION OF CONTRACT**

This paper represents our entire contract and there are no collateral, oral or other agreements outstanding. None of the Spot Cooler's rights may be changed and no extension of the term of this contract may be made except in writing signed by Spot Coolers and made a part of this contract.

### **10. TITLE TO THE RENTED ITEMS REMAINS AT ALL TIMES WITH SPOT COOLERS.**

### **11. MUTUAL LIMITATIONS OF LIABILITY**

Under no circumstances shall You and/or Spot Coolers be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Spot Coolers shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Spot Cooler's negligent acts or omissions directly contributed to such injury or property damage. Spot Cooler's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by You to Spot Coolers under this Agreement.