

# Rental Agreement

## AFC International, Inc.

PO Box 894 • DeMotte, IN 46310  
800.952.3293 • 219.987.6825

AFC International, Inc. (hereinafter referred to as AFC) will provide the rental and/or leasing services described within this document at such times and at such place(s) as are agreed upon between customer and AFC. AFC will use its best efforts to provide such services. Customer agrees to pay AFC under the terms set forth within this agreement (Net 30 days) and related finance charges if paid after 30 days.

AFC performed only a verification of operation prior to the rental of leasing of any equipment, and the customer shall be responsible for: The authorization of persons who use the equipment, their training in the proper use of the equipment, calibration of the equipment while in customer's possession, the accuracy and proper interpretation of results of the equipment, and maintenance of the equipment in accordance with manufacturer's specifications.

While rented or leased equipment is in the customer's possession or control, the customer assumes and shall be solely responsible for the entire risk of use and operation of the equipment. The customer shall be fully responsible for any loss or damage to the rented equipment, including but not limited to: Fire, theft and damage due to misuse. If the equipment is destroyed, damaged or missing, the customer will immediately notify AFC, and the customer will assume full responsibility for the cost of repair or replacement of the equipment.

F.O.B. point is AFC's warehouse, DeMotte, IN. Shipment will be made by a carrier specified by the customer at the customer's expense. Acceptance of the shipment constitutes acceptance of the rental and the terms set forth within this document. Equipment, manuals, etc. are to be returned freight prepaid by the customer. A twenty five dollar (\$25.00) fee will be assessed for any manual not returned by the customer. The customer must notify AFC of any required equipment decontamination. Any equipment returned in an unclean and/or contaminated condition will be assessed a cleaning fee.

AFC warrants to the customer that the rental and/or leased equipment is in proper operating condition when shipped. If said equipment is received in a damaged or nonfunctional condition and the customer notifies AFC within three working days, AFC shall at its option, repair or replace the equipment subject to availability.

The remedies provided herein are the customer's sole and exclusive remedies. AFC shall not be liable for any direct or indirect, special, incidental or consequential damages, however caused or arising. Customer agrees to indemnify and hold harmless AFC for any liability resulting from rental, leasing, repair, maintenance or any other work performed upon the customer's property or property in the customer's care, custody or control.

This contractual agreement shall be governed and constructed in accordance with the laws of the state of Indiana. Customer consents to the jurisdiction of any state or federal court located in the state of Indiana with respect to any action arising out of goods or services provided by AFC and agrees that service of process in any such action shall be sufficient if made by certified mail, return receipt requested, to the address of the customer.

Equipment Rented \_\_\_\_\_

Serial # \_\_\_\_\_ Length of Rental \_\_\_\_\_

Billing  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Contact \_\_\_\_\_

Shipping  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_

Signature \_\_\_\_\_