



RENTAL REQUEST FORM

Renter's Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____ FL County: _____

Phone: () _____ Fax: () _____

EMAIL: _____

**HTR Office Use Only:
EMAIL CONFIRMATION**

DATE: _____
TIME: _____

ITEMS RENTED	Quantity	Price

SPECIAL NOTES:

Date needed: _____ # Days needed: _____

Date of Use: _____ Date Due to Return Ship: _____

SHIPPING expense is your responsibility. FedEx #: _____ UPS # _____ Bill & Add

PAYMENT METHOD: VISA MASTERCARD AMEX Discover Card Number: _____

Name on Card: _____ Expiration Date: _____ CV2 #: _____

Street Address of Card Holder: _____ Zip Code: _____

RETURN SHIPMENT: all equipment MUST be returned to us via enclosed return tag. Renter must notify HECK-TECH immediately to extend agreement when equipment is needed longer than stated above. A late charge equal to the daily rental rate will be added for items not received by us on or before the above-noted return date. The renter will also be charged a fee, based on an hourly rate of \$40.00, if significant clean-up of the equipment is needed upon its return. ALL shipping charges are your responsibility.

RENTER'S CONSENT: by signing below, I agree to the terms and conditions listed on BOTH pages (or front & back) of this rental contract.

SIGNATURE: ☒ _____ **DATE:** _____



HECK-TECHnical Resources, Inc.

RENTAL TERMS AND CONDITIONS

RENTAL TERMS: The rental term begins on the date and time the equipment is delivered to the Renter and continues for the minimum term specified on the agreement until the equipment is received back at place of original shipment. Monthly rates are based on a calendar month. Once the equipment leaves our facility, we will charge the minimum term. If the order is canceled before it is shipped, no cancellation fee will apply. If the Renter needs to extend the rental period beyond the minimum term, HECK-TECH must be notified immediately by phone for approval and terms for the extension.

SHIPPING: Equipment is shipped to the Renter at the Renter's expense using a standard overnight service unless otherwise specified. Return shipping may at times be paid by us.

TAXES: Renter shall be responsible for and shall pay all taxes, tariffs and duties where applicable and other governmental charges assessed in connection with the rental use or possession of the equipment.

PAYMENT TERMS: All sales are by approved Credit Card only.

WARRANTY: If any equipment shall require repair or calibration, Renter shall immediately notify HECK-TECH and obtain consent before any remedial action is taken or any equipment is returned. HECK-TECH's sole obligation under the foregoing warranty shall be to repair, recalibrate, or at its option, replace any equipment that shall fail to meet said warranty at its expense; and the Renter has the right to receive such repairs, recalibration or replacement.

The foregoing warranty shall not apply to any damage to equipment caused by accident, misuses or abuse by the Renter and neither HECK-TECH nor Mfg. shall not be responsible for any delays or failures in making repairs, recalibration or replacement due to unavailability of parts of labor, strikes, delays in transportation or other causes beyond its reasonable control. HECK-TECH, not being the manufacturer of any equipment, disclaims all other warranties, expressed or implied, including, without limitation, any warranty or merchantability or fitness for any particular purpose of the equipment or that the equipment will not impinge upon any patent or proprietary right of any third party. Unless Renter gives HECK-TECH notice of any defect within 12 hours after receipt of each item of equipment, it shall be conclusively presumed that such equipment was delivered in good condition.

LIMITATION OF LIABILITY: In no event, whether as a result of breach of agreement or warranty, tort (including negligence) or otherwise, shall HECK-TECH or Mfg. be liable for any consequential, incidental or exemplary damages, including, without limitation, any loss of profit or revenues, loss of use of its equipment or any other equipment, damage to other equipment, cost of substitute equipment or down-time costs.

USE OF EQUIPMENT: Renter shall use the equipment in a careful and proper manner in compliance with all laws, governmental requirements and the manufacturer's instruction and specifications, and shall keep the equipment free from all liens and encumbrances. Renter shall be responsible for the maintenance of the equipment during the rental period. Any equipment repair and maintenance work shall be done by ICS and billed at normal hourly rates. Except upon the prior written consent of HECK-TECH, Renter shall not (1) assign or sublet the equipment or (2) allow any alterations, modifications or repairs of any equipment by anyone other than Mfg. Renter shall bear the entire risk of loss or damage to the equipment from any cause, and shall indemnify and hold HECK-TECH and Mfg. harmless from any and all claims, liabilities, losses, costs and expenses (including attorney's fees) arising out of the use, possession, operation or rental of the equipment.

RETURNING EQUIPMENT: Equipment shall be returned to Mfg., in substantially the same condition as when first received, ordinary wear and tear expected, by the date agreed upon indicated on the rental agreement.

Renter shall properly pack all equipment and accessories, in the same manner in which it was received, using original boxes and packing materials for shipment. Renter is responsible for any damage caused during the return shipment (in particular, if ink-type recorders, oil-filled pumps, or containers of liquid or powder substances are returned without precautions to avoid spillage, Renter shall pay a \$75.00 cleanup charge). Renter is responsible to pay to HECK-TECH on demand the new replacement cost of any lost or damaged equipment (including any manuals, cables and other accessories) as well as cost of restoring any equipment that is returned with extraordinary wear and tear or minor damage. With respect to lost or damaged equipment, Renter shall also be responsible for the entire rental period up until the date of signed receipt by Mfg. as well as the full new replacement cost. HECK-TECH, at its own discretion, may report as stolen all rented product(s) not received within 7 days after the date listed in the "Due Date of Return Shipment section of the rental agreement.

DEFAULTS AND REMEDIES: Renter shall be in default hereunder if it shall fail to pay, when due, any sum due to HECK-TECH, or shall fail to perform any other obligation owing to HECK-TECH, or if any bankruptcy or similar proceedings under federal or state law shall be filed by or against Renter. Upon the occurrence of any such default HECK-TECH may at any time during the continuance thereof, and in addition to all other rights and remedies available herein, at law and inequity, (1) terminate the rental of all equipment rented to Renter, (2) require Renter to assemble and return all such equipment, or repossess all such equipment, and/or (3) recover from Renter all amounts payable hereunder. HECK-TECH shall not have any duty to account to Renter for the proceeds of any disposition of equipment subsequent to return or repossession. All rights and remedies of HECK-TECH on default are cumulative and may be exercised simultaneously or successively. No waiver of any default shall waive any other or subsequent default. Renters shall reimburse HECK-TECH for all costs and expenses incurred by HECK-TECH in enforcing its rights hereunder, including reasonable attorney's fees.

SOLE AGREEMENT: The above terms and conditions are the only terms and conditions upon which HECK-TECH is willing to rent the equipment. Any additional or different terms in any order or other response by Renter shall be deemed objected by HECK-TECH without need of further notice of objection, and shall be of no effect of in any way binding upon HECK-TECH or Mfg. No waiver, alteration or modification of any of the provisions hereof shall in any event be effective or binding upon HECK-TECH or Mfg. unless stated in writing and signed by a duly authorized employee of HECK-TECH.

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