

Equipment Rental Agreement

Payment

○ **Terms of Agreement**

The parties do herein bind themselves to the terms of this Agreement in regard to all equipment rented by Lessee/Renter ("You") from the date of this Agreement until terminated, modified, or replaced.

○ **Payment**

Lessee authorizes Volt-Era Inc. to charge the debit card or credit card on file, an amount equal to all payments and fees due. If no card applied, an invoice will be issued to email address on file. Lessee shall also pay other charges in accordance with this Agreement due upon agreed terms, to the fullest extent allowed by law, including but not limited to:

- a) charges for optional services, if any;
- b) applicable taxes;
- c) loss of, or damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
- d) unless due to the fault of Volt-Era Inc., all fines, penalties, court costs and other expenses relating to the Equipment assessed against Volt-Era Inc. or the Equipment during the rental Term;
- e) all expenses Volt-Era Inc. incurs due to Lessee's failure to return the Equipment including costs in locating and recovering the Equipment;
- f) all costs incurred to collect unpaid monies due; and
- g) twenty-five dollars (\$25.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.
- h) the Site, Product, the product resources offered in Product are provided courtesy of their respective developers. As such, to the fullest extent permitted by law, Volt-Era Inc. is not responsible in any way for the accuracy of claims, representations or suggestions made in these materials. Similarly, all compatibility or technical issues should be directed to the appropriate developer or manufacturer. These resources are provided on an "as is" basis by Volt-Era Inc. as a supplementary service to you, the Lessee. We offer these resources to you strictly for informative purposes as they may lend valuable insight into products you are interested in and clarify any associated benefits. All links to other websites from Volt-Era Inc. are provided as resources to customers looking for additional information and/or professional opinion. To the fullest extent permitted by law, Volt-Era Inc. does not assume responsibility for the claims and/or representations made on these or any other websites. If you access any of the third-party websites linked to the Site, you do so entirely at your own risk and subject to the policies and terms and conditions for such websites.

○ **Late Payment(s)**

If Lessee fails to make any installment payment on the due date, overdue accounts will be subject to a monthly 1.2% interest charge.

Equipment

○ **Location of Equipment**

During the Term, Equipment shall be located within the United States of America, unless expressly agreed otherwise in writing by Volt-Era Inc.

○ **Use of Equipment**

Lessee shall not:

- a) permit the Equipment to be used by any person who is not authorized to use such Equipment;
- b) operate or use the Equipment or permit it to be operated or used in violation of law;
- c) operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or
- d) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

○ **Care of Equipment**

Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Volt-Era's instructions or OEM manuals.

○ **Loss or Damaged**

Lessee shall alert Volt-Era Inc. to any damage to the Equipment immediately. Lessee shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage to it or repair to it and missing equipment.

○ **Repair and Alterations**

The costs of all repairs made during the Term shall be paid by Lessee, including but not limited to labor, material, parts and other items. Equipment shall not be serviced or repaired and parts and accessories shall not be replaced without Volt-Era's prior consent.

○ **Condition of Equipment**

The Condition of Equipment Checklist ("Checklist") attached is hereby incorporate by reference. Lessee acknowledges that Lessee has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist. VOLT-ERA INC. MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

○ **Return of Equipment**

Lessee shall return Equipment on the date specified in Terms in the same condition as Lessee received it, except for normal wear and tear. Lessee shall return the Equipment to the agreed return location. If Equipment is rented greater than 60 percent of the fiscal year, Lessee will be charged for calibration for said equipment. If Equipment is used without cleaning, Lessee will be charged for cleaning for said equipment. If Equipment is not returned on said date, Volt-Era Inc. reserves the right to take any action necessary to regain possession of the Equipment.

Restrictions

- **Insurance**

The Lessee agrees to obtain, at Lessee's expense, all-risk insurance coverage equal to the replacement value without deduction for depreciation of the rented equipment. The equipment must be insured by the Lessee before it can leave the premises of Volt-Era Inc. and must include in-transit/shipment insurance coverage. The Lessee agrees to provide written certification and proof from Lessee's insurance company of an all-risk policy naming Volt-Era Inc. as a loss payee for any and all claims including coverage of the equipment while in possession of a common carrier during shipment.

- **Termination**

Volt-Era Inc. reserves the right to terminate this Agreement at any time upon thirty (30) days' prior written notice to Lessee.

- **Liability**

Lessee shall indemnify, defend and hold harmless Volt-Era Inc. from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Lessee's use of Equipment by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL VOLT-ERA BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM LESSEE'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

Agreement

Volt-Era Inc. rents to Lessee and Lessee rents from Volt-Era, subject to the terms and conditions of this Agreement:

This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

○ **Ownership**

Volt-Era Inc. shall at all times retain ownership and title to the Equipment. Lessee shall immediately notify Volt-Era in the event Equipment is levied, has a lien attached or is threatened with seizure. Lessee shall indemnify and hold Volt-Era harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any other property.

○ **Waiver**

The failure of either party to exercise any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The Acceptance of rent by Volt-Era does not waive Volt-Era's right to enforce any provisions of this Agreement.

○ **Severability**

In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

○ **Assignment**

Lessee may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

○ **Headings**

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

○ **Counterparts**

This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Lessee acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

This Equipment Rental Agreement ("Agreement") is effective as of the date of _____. IN WITNESS WHEREOF, this Company and Contract do hereby execute and agree to this Agreement effective as of the date first set forth above.

Lessee:

Signature: _____

Name: _____

Title: _____

Lessor (Volt-Era):

Signature: _____

Name: _____

Title: _____

Tax Id. No.: