



Rental Terms and Conditions

The following are the terms and conditions that apply to the rental of equipment supplied by BOSSLTR of Baton Rouge, La. By accepting equipment furnished under this agreement, the client whose name appears on rental delivery contract accepts and agrees to these terms and conditions. Any modification to the terms and conditions must be in writing and signed by an authorized representative of BossLTR.

Warranty:

With respect to rental service, BossLTR warrants to the client that rental equipment when shipped is in good operating condition. If equipment is not received in good operating condition due to no fault of the client, BossLTR shall (at its option) either repair equipment or supply replacement equipment subject to availability from BossLTR's inventory. Defects or discrepancies to equipment must be reported to BossLTR within 24 hours after client receives the equipment, failing to do so within 24 hours will be conclusively presumed that the equipment was as ordered, was received in good condition and is accepted. The remedies provided herein are client's sole and exclusive remedies. In no event shall BossLTR be liable for direct, indirect, special, incidental or consequential damaged (including loss of profits) whether based on contract or any other legal theory. BossLTR makes no warranty expressed or implied that the equipment is fit for any particular purpose. It is solely up to client to determine if equipment rented is suitable for client's application.

Payment Terms:

Terms are prepaid at time of Delivery. Billing will be sent same day equipment is shipped to client. Client will be required to pay upon receipt of Invoice, or, establish credit terms with BossLTR prior to shipping rental equipment to client. Additional billing thereafter will follow same prepaid terms. All billing invoices will be due within 30 days. Payments are delinquent 30 days from date of invoice are subject to interest charges at 18% per annum but not exceeding the maximum lawful rate. BossLTR reserves the right to change the credit terms on further rentals at any time when in BossLTR's opinion, clients financial conditions or previous payment record so warrants. All applicable taxes will be added to the invoice and are payable by client.

Shipment/Delivery:

All quoted prices are F.O.B. BossLTR service center. All shipping costs are payable by client. Shipments of products are subject to availability from BossLTR's inventory. BossLTR will make a reasonable effort to meet any delivery quoted. BossLTR will attempt to ship in accordance with clients shipping instructions. In the absence of specific instructions, or, if client's instructions are deemed unsuitable, BossLTR reserves the right to ship by the most appropriate method. ALL RISK OF LOSS AND DAMAGE SHALL PASS TO CLIENT AT THE FOB SHIPPING POINT. BossLTR shall not be liable for delays in performance hereunder due to causes beyond its control including, but not limited to, acts of nature, acts of government, labor disputes, and delays in transportation due to delivery of rental components by BossLTR's suppliers.

Liability:

Client assumes all risk of all liability arising out of the use of the rented items. BossLTR shall not be responsible for loss or damage related to client's business or property or for injury or death to persons; and client shall indemnify BossLTR and hold it harmless for claims for any of the foregoing, including associated legal fees and expenses.

Default:

Should client default in its payment obligations, Client agrees to pay BossLTR for all costs and expenses incurred by BossLTR in recovering the equipment or monies due and enforcing its rights. BossLTR will be entitled to recover its legal fees and expenses whether or not formal legal action is instituted.

Notifications:

Any required notices shall be given in writing at the address of BossLTR or client as shown on the front of rental contract or to such other addresses as either party may substitute by written notice to the other.

Assignment:

Neither BossLTR nor client may assign or transfer any rights, duties, or obligations herein without the prior written consent of the other, and any purported attempt to do so shall be deemed null and void.

Waiver:

Should BossLTR choose not to exercise any of its rights that shall not constitute or be deemed a waiver or forfeiture of such rights.

Purchase Rights:

Customer has no purchase rights or purchase options under this agreement.

Governmental Jurisdiction:

BossLTR shall be notified in writing of any binding U.S. governmental procurement regulations that will affect this contract. This agreement shall be governed by the laws of the State of Louisiana.

Errors:

Stenographic, typographic and clerical errors in this agreement are subject to correction and client hereby agrees to re-execute any document that requires correction or signature.

Ownership:

Rental equipment remains the property of BossLTR. Customer shall not remove, deface, or obscure ownership labels.

Rental Rates:

Rates are based on daily to monthly time periods. Monthly rate equals 30 days, 30 Days will equal a Month Rate. Rentals continuing beyond the initial time period requested are billed at the daily rate, until that equals the Monthly rate. Rental charges will commence the next business day after BossLTR ships rental equipment to client. AFTER HOUR Rentals shipped over weekend delivery will commence on the day shipped. Rental charges cease on the day equipment is called off of rent. Client must set up return instructions within 24 hour to BossLTR facility. Client may advise BossLTR of when rental will end and pre-arrange pick-up for shipment back to BossLTR. If this procedure is followed BossLTR will stop rent on the day rental equipment was confirmed by email to BossLTR rental office.

Equipment Usage:

Client shall not make any repairs, alterations, additions, modifications, or improvements, whatsoever, to the equipment and shall use it only for the purpose and in the manner for which it was intended by the manufacturer. Client may not permit the equipment to be used by other parties or at a different location without the express written consent of BossLTR.

Acceptance:

By signing rental delivery contract, the Customer agrees that they have read and understands the Terms and Conditions, and will be bound by them.

Clients Obligations

Client is responsible for damage to equipment due to abuse, misuse, or negligence. Client agrees to pay the charges to repair equipment so damaged, and incurred shipping charges. Equipment shall be returned to BossLTR in good condition and repaired, operating wear from reasonable and proper use, excepted. Upon return, client must certify that equipment is free from contamination. Client is responsible for loss or damage to equipment from theft, mysterious disappearance, fire or any other cause. In accepting liability for the safe keeping of all rented equipment, client agrees to pay BossLTR the replacement cost (as determined by manufacturer's current list price) of any such equipment which client is for any reason unable to return to BossLTR at the end of the rental period. Rental charges will continue beyond the specified rental term, at the daily rental charge, until equipment is returned to BossLTR or client reimburses BossLTR for the replacement cost of that equipment. Unless otherwise agreed to in writing, client shall prepare the equipment for return to BossLTR in accordance within a reasonable organized method of return.

Clients' Signature

Signature _____ Date _____

Name (printed) _____

Company _____

Reference Rental Contract # _____

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