



TERMS AND CONDITIONS FOR PRODUCT RENTAL

SAFETY: By accepting the product, user agrees to read, and understand the safety manual that is provided by the manufacture. If none is available, call 800-575-8448 to receive one or download one at www.plugitproducts.com these are available in English or Spanish. Do not use these products without proper training. Inflatable pipe plugs can cause property damage, personal injury, or death if jobsite safety practices are not applied.

This contract is made and payable in: **The City of Lodi, County of San Joaquin, State of California.**

CONDITION OF EQUIPMENT: By acceptance of the equipment described on the Rental Agreement, Customer acknowledges that the equipment is in sound and safe condition and Customer agrees to return the equipment to Lessor in as good as condition as when received *less ordinary wear incident to normal use in the hands of a competent person.*

RE-RENT. The Customer, with written permission from the Lessor, may re-rent product to a third party.

RENTAL PERIOD: The charges for the rental period start when the equipment is delivered by carrier (UPS, FED EX or Trucking company assigned by Lessor) to the agreed upon location and stop when Customer has the equipment picked up by carrier for return to Lessor. The documentation provided by the carrier for delivery and pick up determines the rental period. All shipping costs are charged to the customer.

LOSS AND DAMAGE: The Customer agrees to assume all responsibility for damages and/or loss to said equipment from any causes whatever. Lessor reserves the right to repossess the equipment at any time without demand and at the Customers expense if the equipment is used in violation of this agreement or in violation of the law or is apparently abandoned. In the event of loss or damage to the equipment while on rental, whether or not due to the fault of Customer, or in the event the Lessor shall repossess the equipment for cause or the Customer shall otherwise breach this agreement, then the Customer shall pay the Lessor on demand the amount of all resulting losses and expenses.

TITLE now is and all times hereinafter shall remain and be vested only in the Lessor. In the event equipment is levied upon by Marshall, Sheriff or Constable by reason of execution, garnishment or attached for any reason whatsoever, then in that event this lease immediately terminates and the Lessor may retake the equipment with or without notice and with or without legal process and may use all force necessary so to do: and the Customer hereby expressly waives all damages, physical and pecuniary, so caused, if any, by Lessor in the retaking said equipment. The Customer agrees to indemnify and hold the Lessor harmless from any liability, responsibility or obligation admitted, proven, fixed or contingent, regardless of cause or consequence and from any claims, court or attorney's fee, regardless against whom the claimant or claimants institute action, which may result from or arise out of the use or possession of this equipment by the Customer during the rental period.

SALES/RENTAL AGREEMENT

If the Customer wishes to purchase the rental products: no rent charged up to 1 week. Up to 30 days, 50% of the rent is charged. After 30 days, no conversion to sale is allowed. Destroyed products will be charged full rent and sale prices. Customer's signature indicates that he has been given instructions on current methods of operation and safety practices, and agrees to all Terms and Conditions above.

Accepted by _____ Date _____