

INSTRUMART RENTAL AGREEMENT

This Agreement is hereby made by and between the undersigned party as Customer, and **Total Temperature Instrumentation, Inc. d/b/a Instrumart** (“Instrumart”).

The parties agree as follows:

Under the General Conditions of Lease (the “Terms”) attached to this sheet, Instrumart hereby leases to Customer the instruments identified in the following Instrument List (the “Instruments”), for use during the stated period for the stated rental rate.

INSTRUMENT LIST

Description of Instrument	Rental Period	Rental Rate \$	Rental Rate Unit Base (e.g. daily, monthly)

The Agreement may be extended for ___ rental periods in accordance with the Terms of this Agreement.

This Agreement is effective as of the date executed by Instrumart.

:

INSTRUMART

Date: _____

By: _____

(Customer Name)

Date: _____

By: _____

GENERAL CONDITIONS

The general conditions stated below, together with the Agreement set forth on the reverse side of this sheet, constitute a contract between Instrumart and the Customer.

Section 1. **Rental Period.** The rental period (the "Rental Period") commences on the date of delivery of the Instruments to the Customer, ends on the date of return of the Instruments to Instrumart and shall cover all time consumed in transporting the Instruments. A weekly rental period is for eleven (11) consecutive days (seven (7) days rental and two (2) days shipping) each way. A monthly rental period is for thirty four (34) consecutive days (thirty (30) days rental and two (2) days shipping each way).

Section 2. **Rental Charges.** Customer shall pay rental for the entire Rental Period on each Instrument, at the stated rate and in accordance with the following conditions:

- (a) The amount of rent payable for any fraction of a month at the beginning or end of the Rental Period shall be the monthly rental rate, prorated according to the number of calendar days in such fraction.
- (b) Rental rates shall not be subject to deductions for any non-working time.
- (c) The Rental Period may be extended for any option period on notice to Instrumart not less than two (2) business days' prior to the date on which the Agreement would otherwise expire.
- (d) In the event that the Instrument(s) are not returned to Instrumart at the end of the Rental Period, rent for additional periods shall be payable at 125% of the rental rate for the Rental Period, determined on a per diem basis.

Section 3. **Payment.** The rent for each Instrument shall be payable in advance on the first day of the rental period and if the rental period is for longer than one (1) month, on the first day of each month thereafter. Rental payments may be made with a current valid American Express, Mastercard, Discover or Visa credit card or pursuant to establishment of a net 30 account with Instrumart. Instrumart reserves the right to charge the Customer's credit card or account for any rental payments not received in accordance with the terms of this Agreement and for all other charges authorized under this Agreement. By execution of the Agreement, the Customer authorizes Instrumart to charge its credit card with its net 30 account, for all charges authorized under this Agreement. Customer shall pay Instrumart interest at eighteen percent (18%) or the highest lawful rate, whichever is greater, on any delinquent payment from the date when such payment was due until paid and on any other sum for breach of this Agreement, from the date of the breach.

Section 4. **Fees, Assessments, and Taxes Paid By Customer.** Customer shall pay all license fees, assessments, and sales, use, property and excise, and other taxes or hereafter imposed, and relating to Customer's use or possession of the Instruments.

Section 5. **Recall Notice.** Instrumart may recall any or all Instruments upon ten (10) days written notice to Customer and the Customer shall return any such Instruments to Instrumart at Instrumart's expense.

Section 6. **Maintenance and Operation.** Customer shall not modify or alter the Instruments. Customer shall at its expense maintain the Instruments in good repair and operative condition, and return the Instruments in such condition to Instrumart, ordinary wear and tear resulting from proper use excepted.

Section 7. **Repairs.** The cost of all repairs made during the Rental Period, and any repairs necessary to repair the Instruments upon their return shall be paid by Customer.

Section 8. **Failure to Return.** In the event that the Instruments are not returned to Instrumart at the end the of the rental period, the customer will be liable for the price of a new instrument.

Section 9. **Disclaimer of Warranties.** INSTRUMART MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION AS TO THE WORKMANSHIP OF THE INSTRUMENTS OR THE FITNESS OF THE INSTRUMENTS FOR ANY PARTICULAR PURPOSE, OR THAT THE INSTRUMENTS WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. INSTRUMART FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO CUSTOMER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE INSTRUMENTS. AS TO INSTRUMART, CUSTOMER LEASES THE INSTRUMENTS "AS IS". INSTRUMART SHALL NOT BE LIABLE IN ANY EVENT TO CUSTOMER FOR ANY LOSS, INACCURACY OF THE INSTRUMENTS. THE CUSTOMER UNDERSTANDS THAT THE INSTRUMENTS ARE NOT A PRIMARY CALIBRATION STANDARD AND THAT THE INSTRUMENTS ARE INTENDED FOR TESTING AND INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED FOR INTEGRATION INTO OR CONTROL OF AN INDUSTRIAL PROCESS CONTROL SYSTEM.

Section 10. **Indemnity.** Customer shall indemnify Instrumart against, and hold Instrumart harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees, arising out of, connected with, or resulting from the Instruments or the Agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the Instruments. Customer shall further indemnify Instrumart, and hold Instrumart harmless from all loss and damage to the instruments during the rental period.

Section 11. **Risk of Loss.** Instrumart shall not be responsible for loss or damage to property, material, or instruments belonging to Customer, its agents, employees, suppliers, or anyone directly or indirectly employed by Customer while said material property, or Instruments are in Instrumart's care, custody, control or under Instrumart's physical control.

Section 12. **Inspection.** Customer shall inspect the Instruments within two (2) business days after receipt thereof. Unless Customer gives written notice to Instrumart, within such period, specifying any defect in or other objection to the Instruments, Customer agrees that it shall be conclusively presumed that Customer has fully inspected and acknowledged that the Instruments are in full compliance with the terms of this Agreement, in good condition and repair.

Section 13. **Default; Remedies.** If (a) Customer shall default in the payment of any rent or in making any other payment hereunder when due, or (b) Customer shall default in the payment when due of any indebtedness of Customer to Instrumart arising independently of this lease, or (c) Customer shall default in the performance of any other covenant herein and such default shall continue for five days after written notice hereof to Customer by Instrumart, or (d) Customer becomes insolvent or makes an assignment for the benefit of creditors, or (e) Customer applies for or consents to the appointment of a receiver, trustee, or liquidator of Customer or of all or a substantial part of the assets of Customer under the Bankruptcy Act, or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law, Instrumart shall have the right to exercise any one or more of the following remedies.

- (a) To declare the entire amount of rent hereunder immediately due and payable as to any or all of the instruments, without notice or demand to Customer and obtain such rent from the Customer by credit card charge or otherwise.
- (b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of the Instruments.
- (c) To take possession of any or all instruments without demand, notice, or legal process, wherever they may be located. Customer hereby waives any and all damages occasioned by such taking of possession. Any taking of possession shall not constitute a termination of this lease as to any or all Instruments unless Instrumart so notifies Customer in writing.
- (d) To terminate this lease as to any or all Instruments.
- (e) To pursue any other remedy at law or in equity.

Notwithstanding any repossession, or any other action which Instrumart may take, Customer shall be and remain liable for the full performance of all obligations on the part of Customer to be performed under this Lease. All such remedies are cumulative, and may be exercised concurrently or separately.

Section 14. **No Subletting Assignment.** No Instrument shall be sublet by Customer, nor shall Customer assign or transfer any interest in this Agreement without written consent of Instrumart.

Section 15. **No Waiver; Severability.** No failure on the part of the Instrumart to exercise and no delay in exercising, any right or remedy, hereby shall operate as a waiver thereof nor shall any single or partial exercise by Instrumart of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this lease is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this lease.

Section 16. **Expenses.** Customer shall pay Instrumart all costs and expenses, including attorneys' fees, incurred by Instrumart in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof

Section 17. **Entire Agreement.** This instrument constitutes the entire Agreement between Instrumart and Customer; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto. This Agreement is governed by the laws of the State of Vermont, without reference to its principles of conflicts of laws.