



EQUIPMENT RENTAL AGREEMENT

1.The Parties. This Equipment Rental Agreement (“Agreement”) is made and entered into on this day of _____ by and between: The Energy Conservatory with a mailing address of 403 Hayward Ave N, Oakdale, MN 55128 (“Owner”), and Renter: _____ with a mailing address of _____ (“Renter”).

2.Equipment. The Owner and Renter agree to enter into a binding agreement for the renting of the following:

Rental Kit Part	Description	Price Each	QTY	Line-Item Total

3.Rental Period. Equipment is rented at 15 business day intervals (TEC Dock to TEC Dock). This allows 2 weeks on site and 1 week of shipping from and back to TEC. The dates for this Agreement are:

Leave TEC Dock on (mm/dd/yy): _____
Returned to TEC Dock on: _____ (15 business days later).

These dates shall henceforth be known as the “Rental Period”.

4.Payment. The Renter agrees to pay the Owner a one-time payment of _____. The payment shall be paid by the Renter to rent the equipment during the Term. Such payment is due and payable at the execution of the Agreement. Here in after known as the “Rental Payment”.

5. Additional Terms and Conditions.

By marking this box, the Renter confirms that they have reviewed the Terms and Conditions and agrees to the policies laid out within.

IN WITNESS WHEREOF, the Owner and Renter have executed the Agreement as of the date first above written.

Owner Signature: _____ **Date:** _____

Print Name:

Renter Signature: _____ **Date:** _____

Print Name:



THE ENERGY CONSERVATORY The Energy Conservatory Rental Terms and Conditions

1.The Parties

This Equipment Rental Agreement ("Agreement") is made between The Energy Conservatory Inc with a mailing address of 403 Hayward Ave N, Oakdale, MN 55128 ("Owner"), and Renter ("Renter") referring to the person identified in the Equipment Rental Agreement as renting the equipment. The Owner and Renter agree to enter into a binding agreement for the renting of the equipment, which will be provided "as-is" and in good working condition for the duration of the dates stated in the Agreement ("Rental Period") according to the initial Rental Payment identified in the Agreement ("Rental Payment"). Gauges will be within the calibration period and fans will be with the calibration specification. Renter agrees to return the equipment prior to the expiration of the Rental Period, or to pay the additional late fees described in section 4.

2.Payment

Renter is responsible for all charges due in full at commencement of rental period or on the terms stated in the Agreement. In the event Renter cancels or changes the Rental Period within 15 business days of scheduled reservation, the Owner may charge a cancellation/change fee of up to 15% of the Rental Payment to the supplied payment method. Shipping costs to return the equipment are the responsibility of the Renter.

3.Permitted Use/Restrictions

Renter agrees to use the equipment supplied by the Owner for its intended purpose, in careful and proper manner, and compliant with any applicable operating and safety instructions. Under this Agreement, the equipment shall remain the property of the Owner and must be returned to the Owner in the same condition as it was supplied to the Renter at the start of the Rental Period, normal wear and tear expected.

4.Equipment Return

On or before the date specified in the Agreement, Renter agrees to return the equipment to the Owner. If equipment is not returned by said date, a late charge of 20% of the Rental Payment will be charged per day to the Renter. If Renter wishes to extend the Rental Period, an additional extension period week (5 business days) can be requested. This must be checked with the Owner to confirm that there are no reservation conflicts. An additional extension fee will be charged if there are no reservation conflicts.

5.Damages/Repairs

With the exception of shipping, regardless of fault, Renter agrees that any damage, which is not considered normal wear and tear, may be charged to the Renter via the preferred payment method. Renter agrees that the cost to repair or replace damaged parts ("Repair Cost") will be charged for equipment that is damaged upon the return of the equipment. The Repair Cost will not exceed the current market value of new equipment. Renter authorizes the Owner to process charges to the supplied payment method. All repairs or maintenance must be conducted by the Owner.

6.Limits of Liability and Indemnification

Renter acknowledges that on receipt, Renter has inspected, and confirmed operation of equipment, and will return the equipment to the Owner in the same condition it was supplied to the Renter. Renter agrees that if the Owner fails to meet its obligations under this Agreement, the Renter will notify the Owner immediately and the Owner may repair or replace any deficient equipment or make a rental charge adjustment. The Renter shall indemnify, release and hold the Owner harmless for any special, incidental or consequential damage including but not limited to loss of use, labor, losses, property damage, or expenses arising from the Renter's possession, use, or misuse of the equipment. Renter agrees to indemnify, release and hold harmless the Owner from and against any and all claims, liabilities, costs or actions of any nature arising from or in relation to the Renter's rental, and operation of equipment, regardless of fault, including personal injuries, death or property damages of a person or entity (including the Renter). Renters' indemnity obligation will survive the expiration or termination of this agreement.

7.Defaults and Remedies

In the event the Owner determines Renter has violated the terms of this Rental Agreement, the Owner may take all action to secure the return of the equipment or funds equivalent to the current value of the equipment. Renter approves and authorizes the Owner to charge the Renter the Rental Payment agreed upon in the Agreement or any subsequent fees incurred by the Renter under the clauses contained in this Agreement, including but not limited to: (i) Rental Period extensions; (ii) charges accrued in relation to the recovery of equipment; (iii) charges incurred due to failure to return the equipment, including without limitation: late fees, extension fees or replacement fees.

8.Governing Law

The Agreement shall be governed under the laws located in the State of Minnesota.

9.Statements of Understanding

This Agreement constitutes the entire agreement between the Owner and the Renter concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. This Agreement may not be amended or modified except in writing and signed by both parties. The Owner reserves the right, on its sole discretion, to refuse to rent equipment to any person for any reason.