



COMPLETE THE FOLLOWING STEPS

- ✓ PLACE ORDER ONLINE FOR PRO-48K-RENTAL
- ✓ PRINT THIS FORM
- ✓ COMPLETE FAX COVER SHEET (Page 1)
- ✓ READ THIS AGREEMENT THOROUGHLY
- ✓ COMPLETE, SIGN & DATE THE AGREEMENT
- ✓ EMAIL Pages 1-5 (within 48 hours) to
SWSservice@sprinklerwarehouse.com
Subject: Rental Agreement ORDER #
- ✓ YOUR ORDER WILL BE PROCESSED & SHIPPED

READY TO RETURN THE EQUIPMENT?

- Be sure ALL Original equipment, parts, and wires are in the case in their proper positions.
- Complete PRODUCT RETURN CHECKLIST and Place inside the case.
- Ship back to us using FEDEX or UPS Carriers

**Sprinkler Warehouse
8535 Jackrabbit Road – Unit A
Houston, TX 77095**

- Remember to Insure your package
- Email your Order Number & Tracking Number
to: **SWSservice@sprinklerwarehouse.com**

RENTAL AGREEMENT – FAX COVER SHEET

Sprinkler Warehouse, Inc.
8535 Jackrabbit Road - UNIT A
Houston, Texas 77095
Phone: 281-500-9800
Fax: 281-345-4024
www.SprinklerWarehouse.com
The Do-it-Yourself Sprinkler Store

To:	Sprinkler Warehouse	From:	
Pages:	Pgs 1-5	Order #	
Phone:		Date:	

Comments:

RENTAL

Equipment Rental Agreement

AGREEMENT made between Sprinkler Warehouse (Owner) and _____ (Renter)

1) Owner hereby rents to Renter the equipment described below:

2) Renter shall pay the Owner the sum of **\$24.00** for the first two days of the rental and an additional **\$24.00** per day after the 1st two days until the equipment is shipped back to Sprinkler Warehouse, Inc. The Rental Period starts on the date the equipment is delivered to the Renter location and ends when returned to Sprinkler Warehouse, Inc. The time in transit from Sprinkler Warehouse, Inc. to the Renter and the time in transit from the Renter to Sprinkler Warehouse, Inc. are not counted as part of the Rental Period. Equipment must be shipped by the Renter on the next business day following the end of the Rental Period.

- Renter is responsible for freight and insurance charges to and from Sprinkler Warehouse, Inc. Renter is responsible for lost or stolen equipment.
- Renter is responsible for damages including repair costs due to improper installation, application, misuse, abuse, neglect, and/or accident caused by the Renter. The Renter is not responsible for normal wear and tear.

3) Renter shall pay a **security deposit** of **\$104**. The security deposit includes the rental payment noted in Paragraph 2. Only after all equipment has been returned to the Owner and found to be in good condition and repair shall the security deposit minus the rental fees (and shipping charges) be reimbursed to the Renter. The Renter agrees to pay the full retail value of any equipment that is not returned or is returned damaged. After 8 rental days, the full \$104 plus shipping charges shall be charged to the renter (or the entire \$104 security deposit shall be forfeited to Sprinkler Warehouse) and the renter shall assume ownership of the equipment (the equipment shall become property of the renter).

The Renter shall pay the Owner full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment that is damaged and in need of repair to put it into the same condition it was in at the time of rental normal wear and tear excepted. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement

Full **retail value** of the equipment described below is **\$104.00**.

4) Renter shall during the rental term keep and maintain the above described equipment in good condition and repair and shall be responsible for any loss, casualty, damage or destruction to said equipment notwithstanding how caused and the Renter agrees to return said property in its present condition, reasonable wear and tear excepted.

5) The Rental Period shall commence on the day the equipment is delivered to the "Ship To" address provided by the Renter. The Rental Period shall conclude on the day the equipment is picked up by FedEx or UPS and returned to the Owner. The time in transit from Sprinkler Warehouse, Inc. to the Renter and the time in transit from the Renter to Sprinkler Warehouse, Inc. are not counted as part of the Rental Period.

6) Sprinkler Warehouse, Inc. may terminate the Rental at any time and upon termination take possession of the equipment. **Equipment Description: Armada Tech Pro-48K Valve and Timer Test Kit**

BILLING AND SHIPPING INFORMATION

Renters name as it appears on Credit card: _____ Web Order # _____

Address: _____ City _____ State _____ Zip _____

Telephone number _____ E-mail address _____

Sprinkler Warehouse, Inc. will provide a shipping list of all peripheral items associated with the equipment (headset, cords, etc.) and verify the functionality of the equipment prior to shipping or will call. Sprinkler Warehouse, Inc. makes no warranties, express or implied. Renter accepts the equipment in "as is" condition.

Renter agrees to inspect and verify the functionality of the equipment upon receipt and to notify Sprinkler Warehouse, Inc. of any damages, malfunction, or missing components so that appropriate measures can be taken. If the equipment is damaged, malfunctioning, or missing components, Sprinkler Warehouse, Inc. will ship another unit to the Renter once the Renter ships the damaged or malfunctioning unit back to Sprinkler Warehouse, Inc. and provides a tracking number to Sprinkler Warehouse, Inc. **The Renter agrees that a minimum of the 2 day rental (\$24.00) will be charged to the Renter if the Renter chooses to ship the damaged or malfunctioning unit back without accepting another rental unit in its place.**

PRIVILEGES AND WAIVER OF DEFECTS. Renter accepts the RENTAL EQUIPMENT on an "as is" basis. Renter acknowledges and declares that they will inspect the equipment upon receipt. The Renter will contact Sprinkler Warehouse, Inc. immediately after receiving the equipment if it is not in good, safe operative condition. The Renter warrants that he is familiar with the operation of the RENTAL EQUIPMENT and is qualified to make such an inspection (see User's Manual if necessary). Renter agrees that failure to inspect will result in a waiver of the right to return for replacement equipment. Renter agrees to return the RENTAL EQUIPMENT to Sprinkler Warehouse, Inc's premises in as good condition as when received by Renter, ordinary wear and tear excepted. "Ordinary wear and tear" shall mean only the normal deterioration of the Rental Equipment caused by ordinary and reasonable use. Renter agrees to pay immediately all charges and costs incurred.

RENTAL EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR DURING THE RENTAL PERIOD. Renter will immediately discontinue use of the Rental Equipment should it at any time, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair during the RENTAL PERIOD Furthermore, the Renter will immediately notify Sprinkler Warehouse, Inc. that the RENTAL EQUIPMENT is unsafe or in disrepair and until such time as Sprinkler Warehouse, Inc. has regained possession the Renter has agreed to take all steps reasonably necessary to prevent injuries to any person and all property from the RENTAL EQUIPMENT or products.

The equipment shall remain, at all times, the property of Sprinkler Warehouse, Inc. unless a sales agreement is negotiated for purchase of the equipment separate from this agreement.

The renter agrees to pay additional rental on equipment at the agreed daily rate of **\$24.00** each day, beginning on the 3rd day after the equipment is delivered to the Renter's "Ship To" address and concluding on the date that equipment is shipped back to Sprinkler Warehouse, Inc. Rental for late returns shall be deducted from the security deposit.

The renter assumes all risk of loss of and damage to the equipment from every cause whatsoever, while the equipment is in the renter's possession. Any peripheral items associated with the equipment and included on the shipping list must be returned with the equipment no later than the designated return date. The renter agrees to pay list price for any items which are not returned with the equipment. These charges may be deducted from the security deposit.

Regardless of cause, the Renter and its employees or agents waive the right to make any claim against Sprinkler Warehouse, Inc. for loss of anticipatory profits, or any other indirect, special, or consequential damages. Additionally, Renter and its employees or agents waive any right to make any claim against Sprinkler Warehouse, Inc. for damages resulting from misuse of the equipment or for personal injury resulting from use of the equipment.

PERMITTED AREA OF USE OF RENTAL EQUIPMENT. Without Sprinkler Warehouse, Inc's written consent, Renter
Sprinkler Warehouse Rental Agreement 3 of 5

shall not remove the Equipment from the Country in which it is rented (United States of America).

CUSTOMER'S LIABILITY FOR MISUSE OF EQUIPMENT. Renter shall not abuse, harm or misuse, the RENTAL EQUIPMENT. Renter shall not permit any repairs to be made or lien to be placed upon the RENTAL EQUIPMENT without the Sprinkler Warehouse, Inc's written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter's use and hiring of the RENTAL AGREEMENT, the Renter agrees to accept all responsibility therefore, and shall hold Sprinkler Warehouse, Inc. harmless for any claims or action arising. Renter shall furnish Sprinkler Warehouse, Inc. with a complete report of any accident involving said RENTAL EQUIPMENT, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, in case of the loss or destruction of any part of the RENTAL EQUIPMENT, or of loss of possession thereof, or inability to return the same to Sprinkler Warehouse, Inc., on the expiration and due date or within 10 days (whichever is shorter in duration), for any reason whatsoever, Renter shall pay Sprinkler Warehouse, Inc. the actual replacement cost thereof, and in addition thereto Sprinkler Warehouse, Inc's loss of use of said RENTAL EQUIPMENT.

This rental contract shall be construed in accordance with and governed by the laws of the State of Texas, without regard to its conflict of laws provision. The prevailing party in any legal proceeding concerning this rental agreement shall be entitled to recover reasonable attorney's fees and costs of collection.

Title to Equipment. Title to the Equipment shall remain at all times with Company. No title or right to the Equipment shall pass to the Customer, except the rights herein expressly granted.

Maintenance and Alterations. Customer shall keep the Equipment in good condition and working order and shall only use the Equipment for its intended purpose. The Company shall be responsible for all regular maintenance of the Equipment. The Customer shall not change or alter the Equipment without Company's prior written consent. Violation of this Section 3 by the Customer shall void all maintenance obligations of Company.

Term and Termination of Agreement. This Agreement shall continue in full force and effect until (a) the Equipment is returned by Customer to the Company and all amounts due hereunder have been paid, (b) the Equipment is purchased by Customer on terms mutually acceptable to Customer and the Company, or (c) the Company provides written notice of Company's desire to terminate the Agreement. Upon termination of this Agreement, the Customer will surrender, at Customer's cost and expense, the Tools in good working order to Company. Notwithstanding the termination of this Agreement, Customer shall continue to be responsible for the payment of all charges and costs incurred hereunder through the date of termination.

Liability. During the term of this Agreement, the Customer shall be solely responsible for any loss or damage to the Equipment. The Customer shall also be solely liable for all claims, including but not limited to workers' compensation or claims for personal injury or damage to property, arising, directly or indirectly, out of the use of the Equipment. The Customer hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the Equipment from any and every cause whatsoever. No such loss or damage shall impair any obligation of the Customer under this Agreement, which shall continue in full force and effect. In the event of damage to or loss of the Equipment (or any component thereof), the Customer shall pay the total of all unpaid rent payments for the entire Agreement term plus the market value of the Equipment prior to such loss or damage, in which case this Agreement shall terminate except for any Customer duties, as of the date such payment is received by Company.

Payment; Required Credit Card Information. A valid MasterCard or VISA (which is provided below) is required for the rental and other charges contemplated by this Agreement (including payment for the Equipment in the event of loss or damage as provided in this Agreement). Customer hereby authorizes the Company to charge the credit card provided below to pay for the charges covered by this Agreement. Company will invoice Customer for regular rental payments; provided, however, Company reserves the right to charge Customer's credit card in the event rental payments are not received within thirty (30) days from the invoice date, and immediately for all other charges contemplated by this Agreement. Customer hereby certifies that the information provided below is true and correct as of the date given and will remain true and correct throughout the term of this Agreement. Customer agrees to promptly update the information below in the event it changes.

Default. If the Customer defaults in any performance required herein for a period of 30 days, then (i) this Agreement may be terminated by the Company, (ii) the Company shall have the right to enter the Customer's premises and remove the Tools, without notice, and (iii) the Company shall be entitled to pursue any other remedies available to it at law and in equity.

No Waiver. Waiver of breach or failure to strictly enforce the terms of this Agreement shall not preclude a party from asserting a subsequent or continuing breach or from otherwise requiring strict conformance with the terms of this Agreement.

Warranties. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUITABILITY, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT, MERCHANTABILITY OR INTENDED USE. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, RESULTING FROM ANY FAILURE OF THE TOOLS OR ANY PERFORMANCE BY COMPANY.

Entire Agreement. This Agreement, including the terms and conditions referenced below, constitutes the entire Agreement between the parties on the subject matter contained herein. This Agreement supersedes all prior oral or written agreements between the parties. This Agreement may be amended only as mutually agreed upon in writing.

Owner Sprinkler Warehouse, Inc.

Renter _____
Print Name Signature

Web Order # _____ Date _____