

Terms & Conditions of Rental for Sayers Digita

The undersigned as Renter hereby rents from Sayers Digita LLC, known below as the Rental House.

1. Title to said equipment shall remain with Sayers Digita LLC. Renter has examined said equipment prior to signing agreement and agrees the same is the correct equipment ordered by Renter and is in good order, condition and repair, and agrees to return said equipment to the Rental House in the same good order, condition and repair and to pay the Rental House the rental thereon at the rate provided. As used herein the rental day shall commence on the day the equipment is delivered to Renter and shall continue until said equipment is returned. Renter agrees to pay additional rental if said equipment is not returned.
2. Renter agrees that if any equipment rented hereunder is not suitable for Renter's use or is defective or in need of repairs, that he shall have no claim against the Rental House and Renter hereby waives such claims. The parties hereto agree that this waiver is a material part of the consideration for this rental agreement.
3. Renter agrees that the equipment described herein is the correct equipment ordered by the Renter, that if any of said equipment is lost or damaged Renter agrees to repair the same as his sole cost and expense or to pay the Rental House the replacement value of the same. Until said equipment is repaired or returned, rental for such equipment shall continue to accrue. The renter agrees to take responsibility for any loss, damage or theft of said equipment for the full term of the rental. The renter agrees to pay the replacement cost of said equipment should it become lost, damaged or stolen during the term of the rental.
4. Renter agrees that he will indemnify and save the Rental House harmless from claims of all persons that said rented equipment is not suitable for Renter's use or is defective.
5. Renter agrees to operate each piece of equipment rented hereunder in accordance with the manufacture's operating procedures.
6. Renter agrees not to assign or transfer this rental agreement or the property subject to this rental agreement.
7. Time is of the essence for this agreement. If the Renter fails to return said equipment when due or fails to pay the rental, the Rental House may declare Renter in default and shall have the right to repossess said equipment from Renter and recover all damages, accrued rental, costs and reasonable attorney's fees. Renter hereby waives any claim for loss or damage resulting from said repossession.
8. If the Rental House shall discover that the same has been damaged, lost or stolen while rented under this agreement, the Rental House shall notify Renter of the description of such damage and the amount required to repair or replace the same and the Renter agrees to pay the same on demand.
10. The Renter agrees to maintain up-to-date and adequate insurance coverage to cover the replacement cost of rented equipment for damage, loss, and/or theft during the term of the rental. The renter agrees to name the Rental House as a loss payee of said coverage and provide insurance certificates for verification.
11. In the event Renter is in default under this rental agreement and an action is commenced to enforce any right hereunder the prevailing party in such action may recover for the other, in addition to all other relief, reasonable attorney's fees incurred in said actions or proceedings.
12. In the event that the Renter from time to time rents other equipment from Sayers Digita LLC, the terms and conditions of this rental agreement shall apply to all such other rentals.

I, the undersigned Renter, have read and agree to the above Terms and Conditions

_____ on ____/____/____ address and contact information: