

"\$125 per hour to clean machines returned dirty"



"A five (5) gallon fuel level must be maintained at all times"

2 Vliet Farm Road
Asbury, NJ 08802
Tel: 888-888-1248 Fax: 908-479-4186

Standard Rental/Lease Agreement

LESSEE hereby leases from LESSOR the Equipment described below with accessories used in connection therewith under and subject to the **TERMS AND CONDITIONS STATED BELOW AND ON THE REVERSE.**

Lessee:

Address: _____ **Phone:** _____

Fax: _____

City: _____ **Cell:** _____

State: _____ **Zip:** _____ **P.O.#** _____

Lessor: **Multi Machine Inc.**

Job Location: _____

City: _____ **Ordered By:** _____

Charges	
Sales or Use Tax to Apply	
Delivery	
Pickup	
Total Trucking	
8 Hr. Day	
40 Hr. Week	
160 hrs Per 4 Wks.	
EXCESS USAGE CHARGE	Per Hour
If Lessee's use exceeds these hours for any given time period as determined by the units hour meter, Lessee shall pay for each excess hour an Excess Usage Charge as noted above.	

Equipment	
Make:	
Model:	
S/N	
Attachments:	
Hour Meter Reading	
Out:	In:
The above described equipment has been received in good operating condition and is accepted by the lessee subject to the terms and conditions specified on the reverse side hereof.	

Rental Period (Select One)
<input type="checkbox"/> Weekly (5 Days)
<input type="checkbox"/> Monthly (4 Weeks)
Other:
Ship Date:

Payment Terms:
In Advance

OVERTIME: The rate charged under this lease is for a minimum lease period based on a maximum of 40 hours a week and 160 hours a month of use during the rental period. The Lessee hereby agrees to notify the Lessor promptly of any increase in working schedule and permit the Lessor to inspect job time records and machine hour-meter which may be used as a guide in estimating the time the Equipment was used.

MAINTENANCE: Lessee is responsible for repairs to the Equipment arising from lack of maintenance, abuse and/or neglect. It is the Lessee's responsibility to check all lubricant, coolant and fluid levels prior to daily operation and to insure that these levels meet the manufacturer's specifications. Lessee is to immediately notify Lessor of any part or component failure or repairs required that affect performance or value of Equipment. Lessee is responsible for returning Equipment to Lessor in the same condition as when rented, less normal wear. A five (5) gallon fuel level must be maintained.

This is a non-cancelable lease. Lessee agrees that payments shall be due and payable in advance for each rental period. At the expiration of the lease term, Lessee agrees to immediately return the Equipment at Lessee's expense to Lessor's premises. This agreement is not valid until accepted by Lessor.

Executed by the Lessee this _____ **day of** _____ **20** _____ **Witnessed** _____ Salesperson

Name: _____ **Accepted:** **Multi Machine Inc.**
Lessee

By: _____ **By:** _____

TERMS AND CONDITIONS

1) Title To The Equipment: The Equipment shall at all times remain and be the sole and exclusive property of Lessor, and Lessee shall have no right of property therein other than the right to use the Equipment upon the terms and conditions contained in this lease. Lessor may elect to file a Financing Statement (UCC-1) for informational purposes.

2) Identification or Equipment: Lessee will not change or remove any insignia, lettering or other identification which is now or hereafter placed on the Equipment indicating Lessor's ownership.

3) Location of Equipment: During the term of this Lease and until redelivery to Lessor, Equipment shall not be removed from the jurisdiction into which it was originally delivered under the Lease.

4) Inspection by Lessee: Lessee shall inspect the Equipment within twenty-four hours after its arrival at the address set forth on the reverse side hereof. Unless within said twenty-four (24) hours (excluding weekends and holidays) Lessee gives written notice to Lessor specifying any defect or proper objection to the Equipment, Lessee agrees that it shall be conclusively presumed as between Lessor and Lessee that that Lessee has fully inspected the Equipment, that the Equipment is in full compliance with the terms of the lease, and is good condition and repair and that Lessee is satisfied with, and has accepted the Equipment. If Lessor so requests, Lessee shall furnish Lessor with a written statement of the foregoing.

5) Inspection by Lessor: The Lessor and its representatives may inspect the Equipment at any time, except that no inspection shall be made (without Lessee's consent) under circumstances requiring interruption of Equipment use. Lessee shall have the privilege of having a joint inspection made of the Equipment before returning it to Lessor, to determine the need, if any, for repairs and reconditioning. If a joint inspection is not demanded Lessor shall be sole judge of any need of repairs and reconditioning, the cost of which is to be paid by Lessee as thereafter provided.

6) Insurance: At its own cost, Lessee shall keep Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full new replacement value thereof and shall carry Public Liability Insurance both personal injury and property damage, covering Equipment and Lessor. All said insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor. Lessee shall deliver to Lessor the policies or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement, upon the policy or policies issued by it that it will give Lessor ten (10) days prior written notice of the effective date of any alteration or cancellation of such policy and that Lessor is an additional named insured on each policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts received in payment for loss or damage under any said insurance policy. In case of the failure of Lessee to procure or maintain said insurance, Lessee shall have the right, but shall not be obligated to affect such insurance on behalf of Lessee. In that event, expenses of Lessor in effecting such insurance shall be deemed to be additional rent and shall be paid by the Lessee to Lessor with the next monthly payment of rent.

7) Loss and Damage: (a) Lessee assumes and shall bear the entire risk of direct and consequential loss and damage to Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall release or impair any obligation of Lessee under this Lease which shall continue in full force and effect. Lessee agrees that Lessor shall not incur any liability to Lessee for any loss of business, loss of profits, expenses, or any other delay caused by non-performance, defective performance, or breakdown of leased Equipment. In event of loss or damage to any item of Equipment, Lessee at the option of Lessor shall at Its the Lessee's expense: (1) place the same in good repair, condition, and working order, or (2) replace the same with like equipment of the same make and of the same or later model and in good repair, condition, and working order. (b) If Equipment is determined by Lessor to be lost, stolen, destroyed, or damaged beyond repair, Lessee shall immediately pay in cash an amount equal to the aggregate amount of unpaid total rent for the balance of the term of this Lease, together with the residual value of the Equipment at the end of the current term (exclusive of any renewals) as determined by the Lessor. Interest at the rate stipulated in paragraph 12 on the amount due shall accrue from the time of loss until paid. Upon such payment, this Lease shall terminate with respect to the Equipment so paid for and Lessee thereupon shall become entitled to that Equipment as-is-where-is without warranty, expressed or implied.

8) Indemnity: Lessee shall indemnify Lessor and its officers and employees against and hold them harmless from any and all claims, actions, suits, proceedings, cost, expenses, damages and liabilities, including attorney's fees, claimed by any person or entity arising out of, or relating to the Equipment, including without limitation, the design, manufacture, selection, purchase, delivery, possession, use, operation, and/or condition thereof, latent and/or other defects (whether or not discoverable by Lessee). This obligation shall survive termination of this Lease.

9) Use, Alterations and Additions: Lessee shall use the Equipment solely in the conduct of due its business and in a careful and proper manner. Lessee shall not part with possession of or enter into any sub-lease with respect to Equipment or assign this lease or its interest without prior consent of Lessor. The Equipment shall be used only by operators in the direct employ of the Lessee or by the Lessee himself as an individual. The Equipment shall be operated and handled by competent employees only, and Lessee shall pay wages of operators and all other expenses of operations. Lessee will use and operate said Equipment and cause it to be used and operated in only in such manner, under such working conditions, and for such purposes as are consistent with the capacity and design of the Equipment and for performing operations for which it was designed. Lessee shall be liable for all repairs caused by the abuse and negligence of its employees and agents including but not limited to improper application, operator neglect or overheating. Lessee shall not make any alterations to Equipment without prior consent of Lessor. All Equipment, accessories, parts and replacements which are added to or become attached to Equipment shall immediately become property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this Lease.

10) Compliance with Laws, Payment of Taxes: Lessee shall pay all sales taxes, license fees, registration fees, assessments, charges, permit fees and taxes (municipal, state and federal) which may now or hereafter be imposed upon the ownership, leasing, renting

possession, sale or use of the Equipment, excluding, however, all taxes on or measured by Lessor's income. In case of failure of Lessee to pay said fees, or taxes, Lessor may at its option pay same on behalf of Lessee. If Lessor pays any such sums, Lessee shall immediately remit the amount to Lessor upon the receipt of a written statement from Lessor. Lessee shall comply with all laws and regulations relating to the ownership, possession, leasing, renting, operation, control, use, maintenance, deliver and/or return of the Equipment and shall save Lessor harmless against actual or asserted violation thereof and pay all costs and expenses of every character in connection therewith or arising therefrom.

11) Default and Remedies: If Lessee shall default in making any payment when due or if Lessee fails to comply with any other provision of this lease and such default shall continue for five (5) days after written notice to Lessee by Lessor, or if Lessee become insolvent or makes an assignment for the benefit of creditors, or if any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against Lessee or its property or if Lessee shall have made or intends to make a bulk transfer of equipment or inventory or if the Lessee's financial condition shall adversely change, or if the Lessee shall undergo any change so that in the Lessor's sole opinion Lessor's risk is materially increased, or if Lessee has breached any other lease or agreement between the Lessor and Lessee, then Lessor may at his option, with or without terminating this lease, repossess the Equipment with or without demand or notice to the Lessee, and without court proceeding, and the Lessee waives any and all claims against Lessor with respect to such retaking. Upon Lessee's default, the total payments contracted for hereunder shall immediately become due and payable together with all costs and expenses set forth in Paragraphs 12 & 13. In addition to the foregoing, Lessor may pursue any other remedy available to it at law or in equity.

12) Late Charges and Interest: If Lessee fails to make any payment required by this Lease when due, Lessee shall pay to the Lessor interest on such delinquent payment from the due date until paid. The interest rate shall be at the maximum lawful contract rate allowable in the jurisdiction where the Lessee's principal place of business is located.

13) Expenses: Lessee shall pay Lessor all costs and expenses including reasonable attorney's fees, fees of collection agencies, and other such expenses such as telephone and telegraph charges incurred by Lessor to enforce any of the terms or conditions of this Lease.

14) Maintenance, Upkeep and Repairs: Lessee, at its expense, shall keep the Equipment well lubricated, properly adjusted and otherwise in good and efficient working order. Lessee shall use in said maintenance only repair parts manufactured or furnished by the manufacturer of the equipment, or repair parts of equal quality. Lessee will return the Equipment at the termination of the lease, in as good condition as it was at the commencement of the lease, except for the effects of normal wear and tear. If the Equipment shall not, in the opinion of Lessor, be properly lubricated, adjusted and filter replacement schedules maintained, and otherwise in good and efficient working order and condition at any time, Lessor, without prejudice to any of its rights or remedies, may give written notice to Lessee to put such equipment in good and efficient working order and condition and to replace all broken and missing parts, and in case the Lessee does not within ten (10) days from the date of said notice comply with the written notice, Lessor may put such Equipment in good and efficient working order and condition, or cause that it be done, and the Lessee shall pay to Lessor all costs for repairing said Equipment together with full rent for the period needed to accomplish such results.

15) Warranties: Lessor warrants that it has the right to lease the Equipment and that Lessee shall have quiet possession of the Equipment during the term. The Equipment is leased where is, as is; Lessor makes no representation or warranty, express or implied, of any kind as to the fitness, merchantability, design, condition, capacity, performance or any other aspect of the Equipment or material or workmanship or that the Equipment is or shall be fit or suitable for any specific purposes of Lessee.

16) Accidents: Without demand, Lessee shall notify Lessor immediately (and in any event, within twenty-four (24) hours thereafter of each accident involving any Equipment covered by this Lease. The Lessee shall include such information as is known such as the time, place, and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses and owners of property damaged. Lessee shall promptly advise Lessor of all correspondence, papers, notices, or documents whatsoever received by Lessee in connection with any claim or demand involving or relating to any Equipment or its operation and, together with the lessee's employees, aid in the investigation and defense of all such claims and demands, and in the recovery of damages from third parties liable thereafter.

17) Safety Attachments: Lessee agrees and hereby acknowledges that it is the Lessee's responsibility to meet all OSHA regulations and requirements.

18) Entire Agreement: This Lease and the Credit Application, Insurance From, and Sales Tax Exemption certificate, if applicable, contain the entire agreement between the parties and may not be changed, modified, terminated or discharged except in writing between the parties.

19) Assignment by Lessor: This Lease or any other rent or other sums due or to become under this lease may be assigned by Lessor without notice, and in such event Lessor's assignee shall have all the rights, powers, privileges, and remedies of Lessor. Lessee's obligations under this lease shall not be subject to and defense, offset, or counterclaim available to Lessee against the original Lessor.

20) Applicable Law: This Lease shall be governed by laws of the State of New Jersey and shall be binding upon Lessor and Lessee and their respective legal representatives.

21) Lessor's Liability: Lessor shall not be liable for any actual, direct, indirect, special or consequential damages due to, caused by, or resulting from (a) any defect and/or malfunction of the Equipment or its installation or maintenance, or (b) any delays in the installation, delivery, or operation of such Equipment.

22) Acceptance by Lessor: This Lease shall be binding upon Lessor when executed on its behalf by on of its officers.

Initial _____