

THIS EQUIPMENT RENTAL AGREEMENT dated this _____.

BETWEEN

TIE DOWN Inc. located at 605 Stonehill Drive SW, Atlanta GA. 30336

AND

(Customer)

Lease

1. TIE DOWN Inc. agrees to lease the following Equipment to the Customer in accordance with the terms set out in this Agreement.

Item: _____ Serial #: _____

Accessories: _____

Term

2. The Rental Agreement commences on the _____ day of _____ and will be for a term of no less than _____ (the "Term").

Rent

3. The total rent for the Equipment will be \$ _____ (the "Rent"). The Rent will be paid in installments of \$ _____ per, _____ with the first installment due upon receipt of invoice. Customer will then be invoiced monthly occurring on the same date each month.

Transportation of Equipment

4. The Customer will be responsible for transportation to and from the delivery location of the product and all costs associated with said transportation.

Use of Equipment

5. The Customer will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment.
6. The Customer will use the Equipment for the purpose for which it was designed and not for any other purpose.
7. The Customer will not alter, modify or attach anything to the Equipment.

Repair of Equipment

8. The Customer will, at the Customer's own expense, keep the Equipment in good repair, appearance and condition, normal and reasonable wear and tear excepted. The Customer will supply all parts that are necessary to keep the Equipment in such a state.
9. If the Equipment is not in good repair, appearance and condition when it is returned, TIE DOWN may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition, normal and reasonable wear and tear excepted. TIE DOWN will make the said repairs within a reasonable time of taking possession of the Equipment and will give the Customer notice of, and invoices for the said repairs. Then the Customer will reimburse TIE DOWN for the actual expense of said repairs.

Warranties

10. The Equipment will be in working order and good condition upon delivery, and shall be equipped with all required safety and operating devices so as to render safe and continuous service in accordance with all applicable laws, rules and regulations. Personal Protective Equipment (PPE), such as harnesses, retractables, etc., are not provided with the rental of this Equipment and are the sole responsibility of the Customer.

Loss and Damage

11. To the extent permitted by law, the Customer will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause while on Customer's premises, provided such damage is not caused by any design, workmanship or manufacturing defect in the Equipment or by any negligence of TIE DOWN or its agents in adjusting, maintaining or repairing the Equipment.
12. If the Equipment is lost or damaged, and such loss or damage is not design, workmanship or manufacturing defect in the Equipment or by any negligence of TIE DOWN or its agents in adjusting, maintaining or repairing the Equipment, the Customer will continue paying Rent, will provide TIE DOWN with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.
13. In the event of Total Loss of the Equipment, the Customer will provide TIE DOWN with prompt written notice of such loss and will pay to TIE DOWN all unpaid Rent up to the date of Total Loss, plus the fair market value of the Equipment, at which point ownership of the Equipment passes to the Customer.

Indemnity

14. The Customer will indemnify and hold harmless TIE DOWN against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, to the extent arising out of the Customer's use of the Equipment. TIE DOWN will indemnify, defend, and hold harmless Customer against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, to the extent arising out of TIE DOWNS' negligence or willful misconduct, or any design, workmanship or manufacturing defect in the Equipment.

Default

15. The occurrence of any one or more of the following events will constitute an event of default (“Event of Default”) under this Agreement:
- a. The Customer fails to pay any amount provided for in this Agreement within 5 days after same is due or otherwise breaches the Customer’s obligations under this Agreement, and does not cure such failure or breach within 10 days of receipt of written notice.
 - b. The Customer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or other competent jurisdiction.
 - c. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

Governing Law

16. It is the intention of the Parties to this Agreement that this Agreement be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Georgia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Entire Agreement

17. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

Notice to Customer

18. NOTICE TO THE CUSTOMER: This is a rental agreement. You are not buying the Equipment. Do not sign this agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.

IN WITNESS WHERE OF the Parties have executed this Agreement on this day:

_____ of _____ 20____.

Company: _____

Contact Name: _____

Title: _____