

# CFR RENTAL AGREEMENT

Contractor (Lessee) \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Project \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

We propose to supply for rental at the project shown above new/used Handset Form Panels, fillers and accessories, at a rental rate of \_\_\_\_\_ % of this published price list per 28 day month. This agreement is subject to the following terms and conditions as well as all state and local taxes.

### TERMS AND CONDITIONS

**1) Offer to Rent** - The undersigned LESSEE offers to rent from Concrete Form Rental Corp., LESSOR, the items listed in the attached schedule, subject to an option to purchase any or all of such items as herein provided.

**2) Rental Rates and Terms** - The rental rate as stated above incorporated as a part of this agreement. Rentals on all items start on date of delivery to carrier or LESSEE, and end on date of return to LESSOR. Rentals are payable in advance, with minimum rental period of 28 days. LESSEE may return panel forms at any time and receive a pro rate credit on advance rentals beyond minimum period. A service charge of 1 1/2% per month (18%) per annum simple interest will be charged on the unpaid balance of all accounts 30 days or older. All transportation charges to and from LESSOR's warehouse are to be paid by LESSEE. All carriers shall be agents of lessee. All arrangements to be made for the return of equipment are the responsibility of the lessee. All invoices are payable at Carbondale, Pennsylvania. LESSOR is authorized and empowered to correct evident errors herein to compute and insert the purchase price if omitted or incorrect and/or if quantities, size and kinds of rented items are not specified on the foregoing schedule, to select and determine the same and insert the specifications thereof in this contract, all with the same force and effect as it originally set forth herein.

**3) Additional Materials** - In the event additional material is required to be shipped to the Lessee on the specific project, the additional material shall be covered by the same terms and conditions of this rental agreement, except that the prices charged will be those current at time of shipment of the added material. Delivery dates of additional material cannot be guaranteed and renter will be held harmless In the event of this failure to supply such added material when needed.

**4) Return of Equipment** - All panels and equipment rented shall be returned to the LESSOR in the same condition as delivered to LESSEE, except for normal wear and tear, and in the case of forming panels, cleaned, treated with a release agent and ready for use. LESSEE shall pay for any items not returned, at the prices stated on the foregoing schedule. The cost of cleaning, repairing or replacing Panels damaged by drilling, puncturing, bending, cutting or by other than careful use, will be charged to the LESSEE at prevailing prices. In no event shall LESSEE remove, or cause or permit to be removed, the rented items to any location other than the project site shown above. Breach of this provision shall be deemed a material breach of this rental.

**5) Layout Drawings** - Any layout drawing furnished by lessor to lessee are provided as a service to lessee to conceptually illustrate the assembly of lessor's products only. Such layout drawings are not intended to be fully directive nor cover engineering details on lessor's products or equipment or material not furnished by lessor, nor the inter-connection therewith. Inasmuch as lessor does not control jobsite assembly or procedures, grade or quality of materials or equipment supplied by others. It is the responsibility of lessee to integrate lessor's drawings into composite drawings suitably complete for construction purposes consistent with safe practice and overall project objectives.

**6) Responsibility for Equipment** - The LESSOR will repair or replace at its option any items leased hereunder which are proved defective in material manufacture, provided that LESSEE has installed and used the product according to generally approved industry practices or instruction provided by the Company. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE NOT SPECIFIED HEREIN, RESPECTING THIS AGREEMENT OR THE EQUIPMENT LEASED HEREUNDER.** It is agreed that LESSEE shall indemnify and hold harmless the LESSOR against any and all claims and liability for death or injury to persons or damage to property, arising from or connected with the use of the leased items by the LESSEE, its agents or employees, or by any subcontractor. Lessee shall carry insurance to the full insurable value of the equipment leased, against loss by fire, theft and other insurable hazards, for the benefit of the lessor, its successors and assigns.

**7) Consequential Damages** - In no event shall seller be liable to buyer on a claim of any kind, including but not limited to negligence for any interruption of operations, loss of anticipated profits, or for special, incidental, contingent, or consequential damages.

**8) Breach by Lessee** - If LESSEE defaults on any installment of rental when due or breaches any of the terms of this agreement, or becomes insolvent, or a petition in bankruptcy is filed by or against LESSEE, or a receiver is appointed of LESSEE's property or business, or if LESSEE discontinues such business, or if in LESSOR's judgment any of the items leased hereunder are deemed to be in danger of loss or abuse, then all unpaid rental or unpaid purchase price due hereunder, plus all expenses incurred enforcing the terms of this lease, including but not limited to court costs and attorney's fee shall at the option of LESSOR at once become due and payable.

In addition, LESSOR may enter upon the premises where the leased items are situated, and remove the same and terminate all rights and interest of the LESSEE therein. The failure of the LESSOR at any time to require performance by the LESSEE or any provisions hereof shall in no way effect the right of the LESSOR hereinafter to enforce the same. Nor shall waiver by the LESSOR of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

**9) Option to Purchase** - LESSEE shall have the option, during the term of this agreement, to purchase any or all of the items leased hereunder, at the purchase price indicated in the attached schedule, less a deduction for rentals paid to the date of purchase as follows: 100% of rentals paid in the first two months of rental period and 80% of rentals paid in the third month. Only rental paid on those items being converted to a purchase will be credited towards a purchase. No rental credit toward the purchase price will be allowed after the third month. Such option shall be exercised by the LESSEE's giving notice in writing to the LESSOR, by registered or certified mail addressed to the LESSOR at its office in Carbondale, Pennsylvania, payment of the purchase price shall be made within ten (10) days from the date of the exercise of the option.

**10) Title** - LESSEE shall acquire no right, title, or interest in or to the leased items, other than the right to the possession and use of the same in accordance with this agreement, and such title shall remain in the LESSOR, even after exercise by the LESSEE of the option to purchase hereunder, until the entire purchase price is paid. The lessee agrees to permit the lessor or his agents, during reasonable hours, to enter the premises of the lessee for the purpose of inspecting the leased items, and further, to inspect any leased items being used at a construction site. LESSEE shall comply with and conform to all laws and regulations relating to the possessions, use or maintenance of the equipment, and save LESSOR harmless against actual or asserted violations thereof, and pay promptly when due all taxes and other public charges against or upon the possession, use or rental of the equipment during the term here of.

**11) Suspension of Shipments** - Without penalty or obligation, the LESSOR shall be privileged to suspend shipments of leased items hereunder in the event of strikes, labor disputes, interruption of transportation, or other causes interfering with the operation of LESSOR's plant or facilities occasioned by fire, floods, act of God, or other similar or dissimilar contingencies beyond the control of LESSOR.

**12) Execution of Agreement** - This agreement contains the full and entire agreement between the parties hereto and shall be effective from and after its acceptance by LESSOR as signature hereon of one of its executive officers at its office in Carbondale, Pennsylvania. This agreement shall not be amended or altered in any manner unless such amendment or alteration is in writing and executed on behalf of LESSOR by one of its executive officers at its office in Carbondale, Pennsylvania. This agreement shall be construed in accordance with the laws of the State of Pennsylvania and shall be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

**13) Cleaning Charge** - All items must be returned in their original condition. Rented forms must be scraped, cleaned and nails pulled. There will be an additional cleaning charge for items not returned in this manner. Charges will range from \$0.30/S.F. - \$0.50/S.F. depending on the degree of the cleaning required to restore the forms.

Signed \_\_\_\_\_ Date \_\_\_\_\_

For (Lessee) \_\_\_\_\_

Accepted By \_\_\_\_\_ Date \_\_\_\_\_  
CONCRETE FORM RENTAL CORP.

The above and foregoing shall constitute only an offer and is not binding unless and until accepted by CONCRETE FORM RENTAL CORP. Carbondale, PA. and such acceptance is so indicate by proper signatures affixed above.