



The 541 Co. Rental Agreement

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1.1 General Information This agreement is by and between The 541 Co. and the Rentee listed below. The agreement is effective immediately upon payment of invoice prior to gear pickup and shall remain in full effect until the agreement is terminated by either party. In the event of a conflict between these terms and conditions terminated and the rental contact, the rental contract shall prevail.

1.2 Payment, Agreement, Certificate of Insurance, and ID Once your rental request has been received and approved, an invoice will be sent via Wave and 4 items/documents will be needed before you may leave our facility with equipment. We strongly encourage you to complete these before arriving at our facility.

1. Payment of the Invoice via Wave
2. Sign the Rental Agreement - As indicated on the invoice sent via Wave, payment of that invoice will be considered agreeing and binding to this rental agreement. At pickup, we will have you physically sign a copy of this document as well.
3. Certificate of Insurance - The COI must identify "The 541 Co." as "Additionally Insured" for the complete replacement cost of the equipment rental. That number will be stated on your invoice.
4. ID - We will take a photo or scan the front and back of your driver's license.

1.3 Pre Rental Preparations and Inspection It is your responsibility to inspect and check all equipment thoroughly. To find any defects or problems before leaving our premises with the rented equipment. The 541 Co. will have no responsibility for wiring malfunctions or defective equipment or any accident/ injury or death from the use of our equipment on or off set. The 541 Co. has no responsibility to issue refunds or credit for the early return of equipment for any reason, including but not limited to malfunctioning or damaged equipment. The 541 Co. will have no liability for equipment that is found to be defective in any way or to be malfunctioning after it leaves our place of business, once you have taken possession of the equipment. By leaving our place of business with the rented equipment in hand, you are agreeing that the equipment left our facility in full working order, and in undamaged condition, unless noted on our invoice or agreed upon in writing by a member of our team.

1.4 Liability of Equipment Once the Equipment has left our facility, you assume any and all liability for the equipment. You also assume all risk of losses during the time the equipment is no longer in the possession of The 541 Co. You are responsible for any and all damage caused to the equipment during the rental, as well as any damage to other property or persons.

1.5 Pickup and Transportation Pickup times for all rental equipment (unless otherwise negotiated with you and communicated by a partner at The 541 Co.) shall be after 12pm on the day of your agreed pickup day, rentals must be returned to us by 11am on your scheduled day of return.

Any rented equipment not returned to The 541 Co. by the agreed time will be billed at our market rate until returned. We charge a minimum of 1 day rental for late returns resulting from your out or possession of the equipment. If equipment is late for 3 or more days, we will file a police report.

The equipment will not be deemed to have been returned until the rentee has met the following criteria. The equipment has been returned to the premises of The 541 Co. during regular business hours, a full inventory check of all parts of the rented equipment has been conducted and all missing parts or damaged parts have been itemized, if any, and the term of the rental agreement has expired per the issued invoice. The 541 Co. will conduct a full piece count and inspection within five business days of the return of the rented equipment.

The 541 Co. may consider delivery and pickup services on a case-by-case basis based on the size of the order, availability, mileage, etc. and expense accordingly.

1.6 Equipment Responsibilities You assume all responsibilities for equipment and all risks of loss. Once you have taken delivery of the rented equipment, your responsibility includes but is not limited to any loss at the place of business of The 541 Co., whilst in transit and at all and any locations.

1.7 Availability and Pricing The pricing of our equipment whether listed on our website or on our partner portals is subject to change without notice and is never guaranteed. Rentals are only fully reserved and confirmed once the rental invoice, any extensions of this contract/the invoice, and full valid identification and insurance has been received. If the agreed upon equipment for whatever reason is no longer available to be rented during the agreed rental period or any reason, The 541 Co. will do our best to find a replacement, or refund any deposit or fee paid for the equipment. You agree not to hold The 541 Co. liable for any and all external charges or costs that are associated with the cancellation of your scheduled rental.

1.8 Use Agreement The rented equipment must only be used within North Carolina, unless otherwise agreed. All rented equipment must also only be used by your authorized and qualified technicians or agents in accordance with our terms and conditions. The equipment must be kept in your sole possession and should not be used in violation of any state or federal laws. You may not sublease or lend the rented equipment to anyone, without the written consent of The 541 Co. The rental of our

equipment is without warrant or any guarantee. The 541 Co. assumes no liability or responsibility unless agreed to in writing.

1.9 Loss and Damages You are solely responsible for any and all kinds of loss or damages associated with use of the rented equipment, whilst it is in your possession or the possession of any co-worker or person associated with the rental of the equipment. You will assume all liability for, but not limited to, loss or damage that occurs to any of the equipment during pickup, transit or use during the rental, as well as storage, loading, unloading, while at any and all locations whilst rented out. You will be responsible for the full replacement cost of any and all equipment rented to you that is damaged, stolen or destroyed. The 541 Co. retains the right to determine whether equipment can be repaired or needs to be fully replaced and you will be responsible for the costs to replace the same item or the closest comparably equipped model, at current retail prices without depreciation. All and any service or repair costs that were incurred during the rental of equipment are your responsibility. If a piece of equipment is lost or stolen, you will be charged the applicable rental rates for the equipment until we are duly notified of the condition of the equipment. In the event that equipment is stolen or lost it is your responsibility to inform the police immediately and obtain a full police report.

2.0 Condition and Return You must agree to maintain all equipment in good and acceptable mechanical condition and working order. If any damage occurs to our equipment you will be charged a pro-rated amount of our market daily rate whilst the equipment is being repaired or serviced. Should you return equipment in a condition that is deemed unsatisfactory or the equipment is returned to our place of business in a condition that differs to the condition in which the equipment left us, you authorize The 541 Co. to send an invoice that must be paid promptly for any and all charges that may apply to return the equipment to its original state.

2.1 Equipment Ownership You specifically acknowledge that The 541 Co. has full title and ownership of all equipment rented, all equipment must be kept free of any and all liens, levees and encumbrances. You must not assign or pledge any of the equipment. You assume all and any loss, damage and injury associated with the leased equipment. You assume full liability for any and all circumstances use of the rented equipment.

2.2 Right to Repossess If you file for bankruptcy or fail to make the payment for any and all rental charges when due, you will be in default. The 541 Co. will terminate any and all current rentals and repossess the equipment without any need for prior notice. At all times The 541 Co. has the right to enter any area in which our equipment is being held for the purpose of inspection or repossession.

The 541 Co. reserves the right to place tracking devices such as Apple AirTags in cases or with any gear that leaves the shop. You agree to not disable, remove, or tamper with such devices under any circumstances.

2.3 Refund Exchanges and Cancellations Although not required of us, The 541 Co. will attempt to work with you to resolve any issues with a rental. All refunds, credit, or exchange will be issued at the discretion of The 541 Co. We reserve the right to issue cancellation penalties of 50% of the value of the total rental agreed within 48 hours of the time of scheduled rental if you fail to pick up the agreed rental equipment at the agreed time.

2.4 Corporations When the customer signing this agreement is a corporation or, the person executing the rental agreement on its behalf represents that he or she has full authority to bind the entity. If said authority is lacking, the renter will be personally bound by its terms and personally liable for all damages caused by his or her lack of authority.

2.5 Legal Proceedings Renter consents jurisdiction thereof. The rental agreement is to be deemed to have been made in Wake County, NC, and will be interpreted in accordance with North Carolina state law.

2.6 Past Due Accounts Accounts that are overdue and unpaid will incur a 3% per month agreement, 35% per annum cost.

2.7 Documentation A Photocopy or scanned image of this agreement shall be usable for all purposes as the original.

2.8 Terms of Full Agreement The terms of this agreement will remain in full effect and force for a period of 2 years. Once the equipment rental is completed and the equipment has been returned to The 541 Co. free of all damage in original condition. You agree that this will cover all current and future orders placed with The 541 Co. without need for adjustment or amendment, unless superseded by a new signed rental agreement.

I certify that I have fully read and understood all rental policies of The 541 Co. as outlined above, including but not limited to the Rental and Cancellation Policies.

Signature _____

Date _____

Print Name

Print Company Name
