



Central Texas Metal Roofing Supply Co., Inc.

Austin – Headquarters / Sales Office

(512) 452-1515 (800) 428-7412

Fax (512) 833-7499

Rental Request / Rental Agreement

All applicable information must be completed, signed, and returned to CTMRS before tools are released.

Customer Number, Order Number, Customer Name, Customer PO, Roofing System, Color, Number of Squares, Company, Address / City / State / Zip, Name, Phone, Fax, Job Name, Address / City / State / Zip

RENTAL REQUEST: Panel Height, Gauge, Degree of Seam, Curved. RETURNED SEAMER CONDITION: Condition of seamer when returned, Signature

Table with 6 columns: Unit, Unit #, Days Used, Received By, Signature, Date. Rows include ES100/150, ES200/300, ESCurve, Starting Tool, and Finishing Tool with associated deposit and rate information.

LESSEE has read and understands both pages of CTMRS Rental Agreement. LESSEE assumes all risks arising from the use of the above equipment, and understands that the machinery can cause injury or death if used improperly. In addition, LESSEE agrees not to hold Central Texas Metal Roofing Supply Co., Inc., referred to herein as the LESSOR, liable for down-time or other consequential damages resulting from the equipment's use. The LESSOR makes no warranties, expressed or implied, as to the suitability or fitness of the rental property. The undersigned LESSEE applies to the LESSOR for rental of the above described property and agrees that this rental contract is not to be construed as a consumer contract. Once the LESSOR accepts this contract by signing below, The LESSEE agrees to rent, from the LESSOR, the above equipment on the following terms and conditions:
The LESSOR agrees to provide the equipment in reasonably good and serviceable condition. However, it is the LESSEE'S responsibility to inspect the equipment at the time of acceptance. LESSEE further agrees that only authorized, trained personnel employed by the LESSEE will operate the equipment. The LESSEE agrees to return the above equipment in a cleaned and serviceable condition, less normal wear and tear. The LESSOR will charge \$40.00 per hour plus parts costs for all repair work in the event the rented equipment is returned damaged. Should the above equipment become lost, or is not returned, the LESSEE will be charged the deposit amount shown above in addition to any rental charges accumulated.
Warranty Disclaimer: Central Texas Metal Roofing Supply Co., Inc. makes no warranties of merchantability or fitness for a particular purpose or any other warranties expressed or implied.

Lessee Signature, Date



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Rental Agreement

Central Texas Metal Roofing Supply Co., Inc. (CTMRS), hereinafter referred to as "Lessor" leases to the Lessee the electric seamer or any hand crimper hereinafter referred to as the "Equipment", subject to the terms and conditions as follows:

1. This agreement is one of rental only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in and to the Equipment except as a Lessee only. The rental of the equipment hereunder shall not be construed as an offer to sell the Equipment. It is understood and agreed that rentals paid will not apply toward any subsequent purchase of the Equipment unless an agreement in writing is made prior to the delivery of the Equipment.
2. CTMRS customers with approved credit are eligible for rental of Equipment without a deposit, provided the amount does not exceed the Lessee's credit limit. The limit may be exceeded for rental deposit with written approval and provided all required CTMRS paperwork is completed prior to delivery of the Equipment. CTMRS customers without approved credit must render, in advance, a deposit equal to the Declared Value of the Equipment.
3. An invoice will be rendered monthly for rentals of Equipment for periods in excess or one month.
4. All rental rates are F.O.B. Lessor's warehouse or shipping point. Lessee shall pay any transportation cost in returning the Equipment to Lessor. Equipment must be insured for the Declared Value of the Equipment.
5. The rental period shall begin on and include the date of the bill of lading of shipment to the lessee and shall end on and include the return to the Lessor.
6. Lessee acknowledges that he has examined the Equipment and that it is in good condition and repair. Lessee accepts the Equipment as is and agrees to use reasonable care in the operation of the Equipment. Upon termination of the rental, Lessee shall return the Equipment to the place of business of the Lessor in as good condition as when received by the Lessee, ordinary wear and tear accepted. Lessee shall pay any damage to the Equipment and for any missing parts or accessories at the rate and prices customarily charged by the Lessor for repair or replacement of the parts. The lessee shall also pay for the cost of cleaning the Equipment, if necessary, to return it to the same condition as when received by the Lessee.
7. In the event of the loss or destruction of the Equipment or any of its accessories or the failure to return the same, for any reason, the Lessee shall promptly pay the Lessor the Declared Value of the Equipment (as stated on the CTMRS Seamer Tool Rental Agreement).
8. The delivery of the Equipment to the Lessee and the recovery thereof to the Lessor, all risk of loss, injury or destruction to the Equipment or caused by the Equipment, shall be the responsibility of the Lessee. The Lessee agrees to indemnify and hold the Lessor harmless from and against losses, damages, injuries, claims, expenses (including attorneys' fees) and liabilities of whatsoever nature resulting from or arising out of the use or operation of the Equipment during the entire period of Rental. Such indemnity shall continue in full force and effect notwithstanding the termination of this agreement.
9. Lessee agrees to maintain, at its own expense, for the protection of the Lessor, adequate liability, physical damage and casualty insurance, including all risks covered by the standard extended coverage endorsement, to cover any damage or liability arising from the handling, transportation, maintenance, operation or use of the Equipment during the entire period of Rental.
10. Lessee will not permit the Equipment to be used in violation of any federal, state, or municipal statute, law, ordinance, rule or regulation applicable to the operation of such Equipment and will indemnify and hold the Lessor harmless from any fines and / or penalties for the violation of any statute, law, ordinance, rule or regulation of any duly constituted public authority.
11. This agreement shall terminate, at the option of the Lessor, in the event that the Lessee shall default in the performance of any provision hereunder, or in the event Lessee is declared insolvent or bankrupt, or a receiver is appointed, or in the event any petition for bankruptcy is filed by or against Lessee, or in the event any proceedings are demanded by, for or against the Lessee under any provisions of the Federal Bankruptcy Act or any amendment thereof. The Lessor shall have the right to terminate this agreement any time and to take possession of the Equipment wherever found, with or without process of law, and for such purpose may enter upon any premises of Lessee and remove the Equipment without liability to the Lessor.
12. In the event that suit is instituted by the Lessor to recover possession of the Equipment or to enforce any of the terms, conditions or provisions hereof or to collect any sum, or sums of money, damages or costs from the Lessee under this agreement or any sums of money for the use of all rent of the said Equipment, the Lessee agrees to pay all costs and reasonable attorneys' fees incurred by the Lessor in such suit or suits.
13. The Lessor shall not be liable to the Lessee for any loss or liability of any kind resulting from failure to deliver the equipment at a specified time, or resulting from defects in, or any inefficiency or breakdown of the Equipment.
14. This agreement and all claims, disputes and transactions arising out of this agreement shall be governed by and construed according to the laws of the State of Texas.
15. This agreement contains the entire understanding and agreement with respect to the rental of the Equipment, and no representations, promises or agreements, oral or otherwise, not contained herein shall be of any force and effect. Any subsequent amendment to the agreement shall be in writing. Lessor's waiver or failure to insist on strict performance of any provision hereunder shall not be construed as a waiver of any other provision or of the right to require subsequent performance of all provisions by the Lessee.