

**Handi-Ramp**  
510 North Avenue / Libertyville, IL 60048  
847-680-7700 - Phone / 847-816-8866 - Fax  
www.handiramp.com



Rental  
Agreement  
**JDM-TESTRENTAL**

**BILL To: Handi-Ramp**

**SHIP To: Handi-Ramp**

**Rental Agreement Terms & Conditions**

1. **Equipment Rental.** Customer hereby agrees to lease from Handi-Ramp Equipment identified above, and as consideration therefore, Customer agrees to pay rental fees, delivery freight fees and return freight fees in the amounts and within the time frames set forth and initialed above.
2. **Title to Equipment.** Title to Equipment shall remain at all times with Handi-Ramp. No title or right to the Equipment shall pass to the Customer, except the right herein expressly granted.
3. **Maintenance and Alterations.** Customer shall keep the Equipment in good condition and working order and shall only use the Equipment for its intended purpose. Handi-Ramp shall be responsible for all regular maintenance of the Equipment. The Customer shall not change or alter the Equipment without company's prior written consent.
4. **Terms and Termination of Agreement.** This Agreement shall continue in full force and effect until (a) Equipment is returned by Customer to Handi-Ramp and all amounts due hereunder have been paid; (b) Equipment is purchased by Customer on terms mutually acceptable to Customer and Handi-Ramp; or, (c) Handi-Ramp provides written notice of Handi-Ramp's desire to terminate the Agreement. Upon termination of this Agreement, Customer will surrender Equipment in good working order to Handi-Ramp. Notwithstanding the termination of this Agreement, Customer shall continue to be responsible for the payment of all charges and costs incurred hereunder through the date of termination.
5. **Liability.** During the term of this Agreement, Customer shall be solely responsible for any loss or damage to Equipment. Customer shall also be solely liable for all claims, including but not limited to workers' compensation or claims for personal injury of damage to property, arising directly or indirectly out of the use of Equipment. Customer hereby assumes and shall bear the entire risk of loss for theft, damage, destruction, or other injury to Equipment from any and every cause whatsoever. No such loss or damage shall impair any obligation of the customer under this agreement, which shall continue in full force and effect. In the event of damage to or loss of Equipment (or any component thereof), Customer shall pay the total of all unpaid rent payment for the entire agreement term plus the market value of Equipment prior to such loss or damage, in which case this agreement shall terminate except for any Customer duties, as of the date such payment is received by Handi-Ramp.
6. **Payment:** A valid accepted credit card is required for the rental and other charges contemplated by this Agreement (including payment for the Equipment in the event of loss or damage as provided in this Agreement). Customer hereby authorizes the Handi-Ramp to charge the credit card provided herein to pay for the charges covered by this Agreement. Handi-Ramp will invoice Customer for regular rental payments; provided, however, Handi-Ramp reserves the right to charge Customer's credit card in the event rental payments are not received within thirty (30) days from the invoice date, and immediately for all other charges contemplated by this Agreement. Customer hereby certifies that this information provided below is true and correct as of the date given and will remain true and correct throughout the term of this Agreement. Customer agrees to promptly update the information below in the event it changes.
7. **Default.** If the customer defaults in any performance required herein for a period of 30 days, then (i) this Agreement may be terminated by the Handi-Ramp and (ii) Handi-Ramp shall be entitled to pursue any remedies available to it at law and in equity.
8. **Warranties.** HANDI-RAMP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUITABILITY, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT, MERCHANTABILITY OR INTENDED USE. IN NO EVENT SHALL HANDI-RAMP BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, RESULTING FROM ANY FAILURE OF EQUIPMENT OR ANY PERFORMANCE BY HANDI-RAMP.
9. **Entire Agreement.** This Agreement, including the terms and conditions referenced herein, constitutes the entire Agreement between the parties on the subject matter contained herein. This Agreement supersedes all prior oral or written agreements between the parties. This Agreement may be amended only as mutually agreed upon in writing.
10. **INSPECTION:** Customer shall inspect Equipment within three (3) business days after receipt thereof. Unless Customer, within said period of time, gives written notice to Handi-Ramp, specifying any defect in or other proper objection to the equipment, Customer agrees that it shall be conclusively presumed that Lessee has fully inspected and acknowledged that Equipment is in full compliance with the terms of this Agreement, in good condition and repair, and that Customer is satisfied with and has accepted Equipment in such good condition and repair.
11. **No Subletting Assignment.** Equipment shall not be sublet by Customer, nor shall Customer assign or transfer any interest in this Agreement without written consent of Handi-Ramp.
12. **Return / Pick-Up Grace Period.** Customer and Handi-Ramp hereby acknowledge the need for a grace period immediately following the termination/completion date of this Agreement and the physical pick-up of Equipment by a freight carrier of Handi-Ramp's designation. Customer shall allow Handi-Ramp up to 30 days from the completion date of this Agreement to physically retrieve Equipment and during such time, Customer shall be permitted the continued use of Equipment at no additional charge.