

TRUCK SCALE EQUIPMENT RENTAL AGREEMENT

THIS SCALE RENTAL AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_ month,  
\_\_\_\_\_ year.

**BETWEEN**

Eastern ConTech of 353 Staleyville Road, Sharon Springs, New York 13459

(the "Lessor")

OF THE FIRST PART

- and -

\_\_\_\_\_  
(the "Lessee")

OF THE SECOND PART

(THE Lessor and Lessee are collectively the "Parties")

IN CONSIDERATION of the mutual covenants and promises in this Agreement, the sufficiency of which the parties acknowledge, the Lessor leases the Scale Equipment to the Lessee, and the Lessee leased the Equipment from the Lessor on the following terms:

Definitions

1. The following definitions are used but not otherwise defined in this Agreement:
  - a. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value of the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
  - b. "Equipment" means Truck Scale
  - c. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment

Lease

2. Minimum rental period 1 month. The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement.

Terms

3. The Lease commences on the date of: \_\_\_\_\_ and will be for a term of \_\_\_\_\_ day/week/month, pick up date is: \_\_\_\_\_ (the "Term"). The renter agrees to pay additional rental on equipment at the agreed monthly/daily rate each day, beginning on the designated return date that the equipment has not been returned to Lessor.
4. The Lessee will provide a shipping list of all peripheral items associated with the Equipment and verify the functionality of the Equipment prior to shipping or will call. The Lessor makes no warranties, express or implied. The Lessee accepts the equipment in "as is" condition.
5. The Lessee agrees to inspect and verify the functionality of the equipment upon receipt and to notify the Lessor of any damages, malfunction, or missing components so that the appropriate measures can be taken. The equipment shall remain at all times the property of the Lessor unless a sales agreement is negotiated for purchase of the Equipment separate from this agreement.

Rent

6. The rent for the Equipment will be \$ \_\_\_\_\_ (the "Rent") and the Rent will be paid prior to the Lessee taking possession of the Equipment. At the end of the rental period, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's expense. Any freight, insurance or customs charges related to the Equipment incurred during or at the end of the rental will be billed to the Lessee's account.

Cancellation

- 7. A 20% cancellation charge for the first month rental will apply to all orders cancelled up to 10 days prior to shipment. Orders cancelled within 10 days of shipment, a full month rental charge will apply.

Delivery of Equipment

- 8. The Lessor will, at the Lessee's expense and risk, deliver the Equipment to the physical address of

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The Lessee will pay the cost of freight/delivery in the manner specified by the Lessor. The Equipment will be picked up from the delivery address/location unless otherwise agreed upon.

9. Option to Renew

If the Lessee is not in default upon the expiration of this rental, the Lessee shall have first option to rent the equipment on such terms as the parties may agree at that time.

Repair of Equipment

- 10. The Lessee will, at the Lessee's own expense, keep the Equipment in good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessee will supply all parts that are necessary to keep the Equipment in such a state. Such costs shall include labor, material, parts, and similar items.
- 11. If the Equipment is not in good repair, appearance and condition when it is returned to the Lessor, the Lessor 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. Any reasonable wear and tear excepted. The Lessor will make the said repairs within a reasonable time of taking possession of the Equipment and will give the Lessee written notice of the invoices for the said repairs. Then the Lessee will reimburse the Lessor for the actual expense of said repairs within thirty (30) days.
- 12. The Lessee may, but is not obligated to, enforce any warranty that the Lessor has against the supplier or manufacturer of the Equipment. The Lessee will enforce such warranty or indemnity in its own name and at its own expense.
- 13. Regardless of cause, the Lessee and its employees or agents waive the right to make any claim against the Lessor for loss of anticipatory profits, or any other indirect, special, or consequential damages. Additionally, Lessee and its employees or agents waive any right to make any claim against Lessor for damages resulting from misuse of the equipment or for personal injury resulting from use of the equipment.
- 14. This rental contract shall be construed in accordance with and governed by the laws of state of New York, without regard to its conflict of laws provision. The prevailing party in ay legal proceeding concerning this rental agreement shall be entitled to recover reasonable attorney's fees and cost of collection.
- 15. The Lessor shall have the right to inspect the equipment during the Lessee's normal business hours.

Casualty Insurance

- 16. The Lessee shall insure the Equipment in an amount sufficient to cover the replacement cost of the Equipment for the entire time the Equipment is in their possession.
  - a. Weighing of toxic chemicals or contaminated material prohibited

Default

- 17. The occurrence of any of the following shall constitute default under this agreement:
  - A. The failure to make a required payment under this Equipment rental when due.
  - B. The violation of any other provision or requirement that is not corrected within 4 day(s) after written notice of the violation is given.
  - C. The insolvency or bankruptcy of the Lessee.
  - D. The subjection of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

Lessor (Owner): \_\_\_\_\_ Date: \_\_\_\_\_  
Lessee (Renter): \_\_\_\_\_ Date: \_\_\_\_\_