



rentacomputer.com

## Rental Proposal

Your Technology Travel Agent  
Randy Moore  
Office: 800-736-8772 Ext. 225  
Fax: 800-440-1662  
After Hours Cell: 513-520-1495  
rmoore@rentacomputer.com  
www.rentacomputer.com

Quote Date: 4/17/2015

Quote #: 1735458

### Company Information

### Shipping Information

Company: Bit Lagoon  
Name: Jason  
Address:  
United States  
Phone: 714-745-0392  
Fax:  
Email: sales@imperialcraftbrewery.com

Company: Bit Lagoon  
Name: Jason  
Address:  
United States  
Phone: 714-745-0392

### Payment/Rental Information

Rental Period: 5 Weeks

Receive By: 4/20/2015

Return Ship On: 5/26/2015

Pay Method: Credit Card

FRP Points: 6

Quan.	Equipment Description	Unit Price	Total
1	Apple Mac Pro Intel Duo Quad Core 2.66Ghz (2xQuad Core) Westmere 16GB RAM / 500GB Hard Drive / CD-DVD RW/ 100/1000 Ethernet Card OS X 10.10 / Keyboard / Mouse / Power Cord	\$625.00	\$625.00
	Shipping/Sales Tax TBD		
		Sub Total:	\$625.00
		Shipping:	\$.00
		Tax (0%):	\$.00
		Total (USD):	\$625.00

Signature: \_\_\_\_\_

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### Reservation Procedure

Please review the configuration and pricing for accuracy. To confirm your order, please sign each page of the proposal and the Master Equipment Rental Agreement and return the proposal by email or by fax to 800-440-1662.

### Cancellation Policy

100% cancellation fee for all orders refused at delivery/cancelled same day. 50% cancellation fee for orders cancelled within 24-48 hours of scheduled delivery date. 15% cancellation fee may apply if order is cancelled after reservations. (Shipped orders – refer to date shipped as delivery date.)

### Proposal Acceptance

Renewals: This contract will renew automatically until the equipment is returned. Risk: Customer assumes all risk of loss or damage to the equipment. Damage Insurance: For \$32 risk will be limited as described in Master Equipment Rental Agreement.

☐ Yes, I would like Damage Insurance

☐ No, I do not want Damage Insurance and assume all risks.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By signing above you agree to the entire proposal and terms of the Master Equipment Rental Agreement.

### Billing Information

Type: MasterCard Visa Discover Amer Ex.  
Name on Card: \_\_\_\_\_  
Address: \_\_\_\_\_  
Card #: \_\_\_\_\_  
CVV Code: \_\_\_\_\_  
Exp Date: \_\_\_\_\_

Master Equipment Rental Agreement: The rental of equipment described on all Rental Proposals which refer to this Agreement shall be governed by this Master Equipment Rental Agreement.

**OWNERSHIP**

All equipment including accessories and software rented by customer (Lessee) is and shall remain CFR's property. Lessee shall not remove, alter or efface any stencil, plate, label or other indication of CFR's ownership. Lessee shall have no rights or property interest in the equipment other than as set forth in this Agreement.

**RENT**

Lessee shall pay the rent indicated in on all executed Rental Proposals, by the date indicated. Late charges may apply if Agreement is not met. Lessee understands that any credit card number on record with CFR may be debited for any overdue or unpaid invoices or for damages occurring to equipment during rental.

**RENTAL PERIOD**

For orders that are hand-delivered the rental period begins on the date of delivery and ends the date of pick up. For shipped orders the rental period begins on the date of delivery by shipping carrier and ends the date of pick up.

**ADJUSTMENTS**

Rental rates are based on the length of the rental period indicated in the Rental Proposal. Rates will not be adjusted if the Lessee terminates this Agreement prior to the expiration of the term indicated nor is CFR required to credit or prorate any rental fees if equipment is returned early.

**USE & STORAGE**

Lessee is responsible for providing safeguards against damage, loss or theft. Lessee shall not permit the equipment to be used in connection with any activity, legal or illegal, which could result in confiscation, attachment or removal of equipment by any authorities.

**RETURN OF EQUIPMENT**

For orders to be picked up by CFR, Lessee shall make all equipment available at the location, date and time indicated on executed Rental Proposal. For orders to be shipped, Lessee shall ship equipment back by date and time indicated on executed Rental Proposal and provide CFR a tracking number for said shipment.

**LIABILITY RISKS**

Lessee agrees to keep the equipment fully insured during the entire rental period by an all-risk policy, including theft, naming CFR Inc. as loss payee and additional insured until this Agreement has expired or is terminated by CFR and all sums under this Agreement are paid in full and the equipment returned or purchased. CFR is not obligated to deliver or release any equipment until Lessee has provided satisfactory evidence of such insurance coverage.

**DAMAGE INSURANCE**

CFR will relieve Lessee of obligation under the above LIABILITY RISKS clause (excluding theft, misuse, or abuse) in consideration of your acceptance and payment of five percent (5%) of the aggregate rental charges. There is a deductible of twenty percent (20%) the replacement cost of the equipment at the time equipment is reported damaged or returned to CFR and noted as damaged.

**REPAIRS & SERVICE**

Lessee is required and shall promptly notify CFR of any malfunction of the equipment. Repair or replacement will be made within forty eight (48) hours at the cost of CFR. Lessee shall bear the cost of service and repairs made necessary by Lessee's fault or negligence.

**LIABILITIES NOT ASSUMED**

We will not be liable for misdelivery, nondelivery, misinformation, or failure to

provide information in connection with any delivery or shipment caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority.

**DEFAULT**

If Lessee breaches any part of this Agreement or if equipment is, in the opinion of CFR, in danger of being confiscated or damaged, CFR may terminate this Agreement. CFR will be entitled to repossess the equipment without notice to Lessee and without liability for any injuries or loss suffered by Lessee due to such repossession. Lessee grants authorization of judgment awarding CFR immediate possession of its equipment and acknowledges permission to Lessee's landlord to allow CFR access to the equipment. Lessee will pay CFR all rental amounts for the entire rental term. Lessee will be liable for all reasonable damages, costs and expenses which CFR has sustained, including, but not limited to, reasonable attorney's fees and other costs of collection.

**CREDIT APPROVAL**

CFR will not be obligated to deliver or release any equipment unless and until Lessee's credit has been approved by CFR's Operations Department.

**GOVERNING LAW**

This agreement shall be interpreted under and governed by the laws of the State of Ohio. Legal jurisdiction for any problem arising out of this contract is the City of Middletown, County of Warren, State of Ohio.

**TAXES**

Lessee understands and agrees that Lessee will be responsible for

payment of all taxes related to this transaction, including, but not limited to any and all local sales, use and personal property taxes levied now or in the future.

**EMPLOYEES**

The employees providing services are the employees of CFR. By acceptance of this contract the customer agrees that in the event it hires any of the employees of CFR or contracts with them for independent contractor services, within (12) months of receiving its most recent service from Lessee, the customer shall pay to CFR the sum of \$50,000 USD for the loss of said individual as an employee.

**ENTIRE AGREEMENT**

This Agreement and any Rental Proposal(s) constitute the entire agreement and understanding between Lessee and CFR. If any difference in terms exists between this Agreement and any Rental Proposal than the terms on the Rental Proposal shall supersede the terms outlined in this Agreement. Any other changes or modifications must be made to and agreed upon in writing.

**DISPUTES**

Any disputes arising out of or relating to this agreement or the breach thereof by either party shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be final, and judgment thereon may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration laws. Submission of a claim or dispute to arbitration shall not be a waiver of or limitation on any rights or remedies of CFR provided for in this agreement or otherwise available by law.

Company Name: \_\_\_\_\_

Authorized By (Print Name): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_