



DEREX, Inc.
114 Bayview Drive
San Rafael CA 94901-2502

www.derex.com

Ultrasonic Flow Meter Rental Agreement

Please read the contents of this Rental Agreement, complete the second page and fax that page back to DEREX Inc. at 415-329-2420 or e-mail to info@derex.com.

TERMS AND CONDITIONS

- 1) This Rental Agreement is made between DEREX Inc., (114 Bayview Drive, San Rafael CA 94901-2502 USA) and the Renter detailed on the second page of this Agreement.
- 2) Title to the Equipment is, and at all times shall remain in the name of DEREX. Renter will not permit the Equipment to be used by any person other than an employee of the Renter.
- 3) DEREX agrees to provide an Ultrasonic Flow Meter and all associated parts (herein referred to as Equipment), for a Rental Period not less than three days. This rental period will begin when the Equipment is picked up or received by renter and will end when the equipment is shipped back or brought back by renter.
- 4) The Rental Period shall include the day Flowmeter is picked up or received and the day Flowmeter is shipped back or brought back. If destination is outside the USA, rental fees include the day Flow Meter (Meters) is (are) picked up or shipped, the day Flow meter (meters) is (are) returned to DEREX (received by DEREX), and all days in-between
- 5) The Renter is responsible for all freight charges. The Renter can provide DEREX with their preferred shipper and account number and DEREX will ship the Equipment on the Renter's shipping account, or if requested, DEREX will employ the services of UPS and will add the cost of shipping on a resulting rental invoice.
- 6) Once the Equipment has left DEREX's facilities, the Renter is responsible for all damages, regardless of the source. Should DEREX discover damage to the Equipment upon return, DEREX will notify the Renter of such findings and include the cost of repair or replacement in a subsequent invoice.
- 7) The Renter shall examine the Equipment upon receipt and immediately notify DEREX of any shortages or damages incurred during shipping.
- 8) Renter shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use or maintenance.
- 9) None of DEREX's rental Equipment are Intrinsically Safe or Explosion Proof and should not be used in environments requiring such certification.
- 10) If the Renter finds the Equipment unacceptable for their application, they must notify DEREX within 24 hours of receipt, or the Renter will be responsible for paying the entire rental period until the Equipment is returned to DEREX. In this case Renter is still responsible for all freight charges as described in 5) above.
- 11) DEREX shall not be liable to Renter for any loss, delay or damage of any kind resulting from defects in or inefficiencies of the Equipment or accidental breakage thereof. DEREX is not responsible to any party for misused procedures or misinterpretation of Equipment data.
- 12) Renter shall be solely responsible for and shall indemnify, defend and hold DEREX harmless against all claims, suits, damages or losses, specifically including the loss of use of property, and all other liabilities whatsoever, including related expenses and attorney's fees, for or on account of injuries to or death of any person, including but not limited to the property of the Renter or DEREX, occasioned by the operation, handling or transportation of the Equipment during the rental period or while the Equipment is in the possession or control of the Renter.
- 13) Upon the termination of this Agreement, Renter will promptly return Equipment and all attachments and parts, to DEREX's place of business.
- 14) Equipment must be returned in the same condition in which such Equipment was received and in clean, working condition, ordinary wear and tear accepted. DEREX reserves the right to apply cleaning fees as DEREX determines necessary. Renter agrees to pay the full cost for any damage to or loss of such Equipment, while in the possession and control of Renter.
- 15) Entire Agreement: Amendment. This agreement contains the final entire agreement among the parties and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties.

	Shipping Address	Billing Address <i>(If different then Shipping Address)</i>
Company		
Street		
City		
State / Zip		
Contact & Phone number:		
Date Flow Meter required:		
Estimated length of time Flow Meter will be rented: <i>There is</i> _____ Days _____ Weeks _____ Months <small>no limit on the rental period, we would like an estimate for planning sake.</small>		
PO #		
<i>If payment will be by Credit Card, Please fill the following information:</i>		
Credit Card Type:	Visa MC AMEX	Expiration Date:
Credit Card Number:		
Security Code:	Last 3 digits in back of card (Visa / MC), 4 digits in the front from (AMEX)	
Name on the Card:		
Zip Code for Card Billing:		

Signing this Agreement constitutes acceptance of all Terms and Conditions detailed above including page 1.

Renter Name: _____

Renter Signature: _____

Date: _____

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