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**Rental Of Goods Agreement**

State of Alabama

This Rental Of Goods Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

_____, a Corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____

and _____, a Corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____

Hereinafter, "Provider" will refer to and be used to describe the following party: _____. "Renter" will refer to and be used to describe the following party: _____. Provider and Renter may be referred to individually as "Party" and collectively as the "Parties."

*RECITALS:*

*WHEREAS, Provider wishes to offer for rent a certain Good, as defined below;*

*WHEREAS, Renter wishes to rent such Good from Provider;*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby*

*acknowledged), the Parties do hereby agree as follows:*

## Article 1 - RENTAL OF ITEM:

Provider hereby agrees to provide, and Renter agrees to rent, the following:

_____ (the "Good")

The transaction between Provider and Renter will hereinafter be described as the "Rental."

## Article 2 - DURATION OF RENTAL:

The Rental will begin on _____ ("Start Date") and end on _____ ("End Date").

Renter will acquire the Good at the following time on the Start Date ("Start Time"): _____. Renter will return the Good at the following time on the End Date ("End Time"): _____.

## Article 3 - PRICE:

For the rental of the Good Renter agrees to pay and Provider agrees to accept the following amount:

$2 (two US dollars (the "Rental Price"). This Rental Price is exclusive of any applicable taxes.

If the Good is not returned to the Provider by the designated End Time on the End Date, the following late fee will apply:

_____

The Provider and the Renter each acknowledge the sufficiency of the Rental Price as consideration. Unless otherwise explicitly agreed to by each of the parties, any sales tax or other similar tax, such as use or excise tax applicable to the Rental of the Good will be paid by the Renter.

## Article 4 - DEPOSIT:

A deposit of the following amount is required: $2 (two US dollars) ("Deposit"). The Deposit will be due on _____.

After the Rental is entirely completed and the Good is returned to Provider, Renter will get the Deposit back in total. The Deposit may be refundable in case the rental is cancelled, at Provider's sole and exclusive discretion.

**Article 5 - PAYMENT:**

The Rental Price will be paid in only one of the following methods of payment:

_____

Payment of the full Rental Price will be due prior to the Start Date of the Rental.

**Article 6 - ACQUISITION OF GOOD:**

The Good will be transferred from the Provider to the Renter for the Rental as follows:

_____

**Article 7 - RISK OF LOSS:**

Risk of loss for the Good will be entirely with the Renter. Renter is responsible for any and all damage of or to the Good and hereby agrees to pay Provider the full cost of any repair and/or replacement. Provider will assess the cost, at Provider's sole and exclusive discretion, and will provide Renter with an invoice to be paid immediately.

**Article 8 - INSPECTION:**

Renter acknowledges that Renter has had the opportunity to fully inspect the Good and has found the Good suitable for the purpose required. Renter further acknowledges and agrees that Renter understands the proper use of the Good and that Renter will notify Provider immediately in case the Good becomes unsuitable or unsafe for use. In such instance, Renter will immediately discontinue use of the Good and Provider will replace the Good if possible. However, in no circumstance is Provider responsible for any damage, delay, or incidental or consequential damages caused by any form of interruption of use for the Good.

**Article 9 - DISCLAIMER OF WARRANTY:**

Provider and Renter each agree that the Good is being rented "as is" and that Provider hereby expressly disclaims any and all warranties of quality, whether express or implied, including but not limited the warranties of merchantability and fitness for a particular purpose. Renter acknowledges that it is relying solely on its own investigations, inspections and/or examinations and has not been induced by the Provider or any of Provider's agents or representatives making any statements as to the quality or condition of the Good.

**Article 10 - LIMITATION OF LIABILITY:**

Renter agrees to hold Provider harmless for any damage or injuries caused as a result of any negligence on Renter's part. In no event will Provider's liability exceed the total amount paid by Renter to Provider for the Rental of the Good for any cause of action or future claim. Renter hereby acknowledges and agrees, as above, that Provider is not liable for any special, indirect, consequential or punitive damages, including but not limited to lost profits and/or loss of business, arising out of or relating to this Agreement in any way.

**Article 11 - PROHIBITED USAGE:**

Only lawful uses of the Good is permitted. Renter hereby agrees not to use the Good for any illegal purpose or in any illegal manner, or if use of the Good would be unsafe.

**Article 12 - GENERAL PROVISIONS:**

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G)

H)

I) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

J) FORCE MAJEURE/EXCUSE: Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances. Provider is not liable for any delivery delay or non-performance caused by labor or transportation disputes or shortage, material delays, or delays or non-performance caused by any of Provider's suppliers.

K) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail to the address of the relevant Party set out at the head of this Agreement.

Notices sent as above shall be deemed to have been received 3 working days after

the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, as the case may be.

***EXECUTION:***

Name: _____

Representative Name:_____

Representative Title:_____

Date:_____

Name: _____

Representative Name:_____

Representative Title:_____

Date:_____