



THIS EQUIPMENT LEASE AGREEMENT (“Lease”) is made and effective by clicking on the “Confirm Order” button, by and between Optics4Rent, (“Lessor”) and current user (“Lessee”). By clicking on the “Confirm Order” button, Lessee agrees to be bound by these Terms and Conditions, whether or not Lessee has read them. Lessor may at its sole discretion modify these Terms and Conditions at any time and any modifications shall become effective immediately as posted on this site. By clicking on the “Confirm Order” button, Lessee indicates acceptance of the modified Terms and Conditions. NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

## 1. Lease

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the “Equipment”): shown in the order preview.

## 2. Term

The term of this Lease shall commence on the day after the first attempt by the parcel carrier to deliver the item, and expire on the last day of the rental. The equipment must be return shipped to Optics4Rent during business hours on the first business day after the last day of the rental.

## 3. Shipping

Lessee is responsible for shipping the Equipment to Lessee’s premises and back to Optics4Rent. Lessor does not ship on federal holidays. Lessor will send Lessee an email at the email address Lessee has provided when Equipment is shipped. Lessor will send Lessee an email at the email address Lessee has provided when Equipment rented by Lessee is returned.

Lessor cannot guarantee when an order will arrive. Consider any shipping or transit time offered by Optics4Rent or other parties only as an estimate. Lessee is encouraged to order in a timely fashion to avoid delays caused by shipping.

Both the outbound (from Lessor to Lessee’s premises) and inbound (from Lessee back to Lessor) shipping charges for the order will be paid in advance and in full.

## 4. Rent

The rent for the Equipment shall be paid in advance in full.

## 5. Cancellations

Cancellations are made by contacting us via phone or e-mail and are subject to the following terms:

- Cancellation by Lessee of 1 week or more before rental period is about to commence will result in no charge.
- Cancellation by Lessee of 1 week or less before rental period is about to commence will result in the full charge.

## 6. Use

Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use, or maintenance of the Equipment.

## 7. Right to Lease

Lessor warrants that Lessor has the right to lease the Equipment, as provided in this Lease.



## 8. Order Acceptance Policy

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Your receipt of an electronic or other form of order confirmation does not signify Lessor's acceptance of Lessee's order, nor does it constitute confirmation of Lessor's offer to rent. Optics4Rent reserves the right at any time after receipt of Lessee's order to accept or decline Lessee's order or to supply less than the quantity Lessee ordered of any item for any reason.

## 9. Ownership

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The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

## 10. Repairs

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Lessor shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.

Lessee shall not in any way repair or materially alter the physical or otherwise makeup of the Equipment.

## 11. Lost, Damaged, or Unreturned Equipment

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Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease.

In the event of damage of any kind to the Equipment, Lessee agrees to allow Lessor to charge Lessee's credit card for the full cost of repair of said damaged Equipment. Lessor expressly reserves the right to choose the repair method and venue, within reasonable market value terms. Lessee and Lessor agree to be bound, legally and otherwise, by the report of Lessor's chosen repair venue as to the cause of the damage to the Equipment.

In the unlikely event that the Equipment appears damaged when Lessee receives Equipment via shipment contractor, Lessee must notify Lessor immediately within three hours of receiving the shipment. Upon notification of suspected damage resulting from shipping of the Equipment, Lessor will send Equipment to the manufacturer for inspection and repair. Lessee and Lessor agree to be bound, legally and otherwise, by the report of manufacturer.

In the event of loss or default, Lessee agrees to allow Lessor to charge Lessee's credit card for the full retail price of a comparable substitute of Equipment. The full retail price of a comparable substitute will be charged in addition to the late fees assessed prior to deeming the Equipment "lost" or "unreturned."

Equipment is deemed to be "lost" or "unreturned" when Lessee has failed to ship rented Equipment to Lessor within seven (7) days of expiration of Term. If Lessee returns Equipment, in undamaged state, to Lessor within thirty (30) days of expiration of Term, the charge to Lessee's credit card for the price of a comparable substitute will be refunded to Lessee by Lessor and a late fee will be charged to Lessee's credit card. Late returns are subject to a fee of one fourth of the one week rental price at time of purchase per day. After thirty (30) days, all sales are final.



## 12. Surrender

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Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Lessee's cost and expense via the shipping method of Lessor's choice. Ordinary wear and tear is to be determined at the discretion of the Lessor within the confines of the reasonably common and ordinary meanings of those terms. Lessee will be responsible for proper packaging of the return shipment using shipping and packaging materials as provided by Lessor in the order shipment.

Lessor's acceptance of the Equipment upon return by Lessee shall not represent Lessor's determination as to condition of Equipment upon return. Lessor reserves the right to accept Equipment upon return by Lessee and make determinations regarding the condition of the Equipment within a reasonable amount of time. Lessor's determination as to the condition of the Equipment upon return by Lessee is binding under this Section and Section 11 ("Lost, Damaged, or Unreturned Equipment.").

## 13. Taxes

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Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Lessor or Lessee. However, Lessee shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Lessor to the Equipment; provided, Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge.

## 14. Limitation of Liability

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THE CONTENTS OF THE OPTICS4RENT WEBSITE, AND THE EQUIPMENT LESSOR DELIVERS ARE PROVIDED "AS IS." LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF ANY KIND ABOUT EQUIPMENT'S ACCURACY OR FUNCTIONALITY. LESSOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE OPTICS4RENT WEBSITE, FOR ANY FAILURES, DELAYS, OR INTERRUPTIONS IN THE DELIVERY OF ANY CONTENT CONTAINED ON THE OPTICS4RENT WEBSITE, FOR ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE CONTENT PROVIDED ON THE OPTICS4RENT WEBSITE, OR FOR ANY CONDUCT BY USERS OF THE OPTICS4RENT WEBSITE. TO THE FULL EXTENT PERMISSIBLE BY LAW, LESSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES ABOUT THE EQUIPMENT LESSOR DELIVERS, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN ADDITION, LESSOR DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE OPTICS4RENT WEBSITE IS ACCURATE, COMPLETE, OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. IN NO EVENT SHALL OPTICS4RENT BE LIABLE TO LESSEE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY EQUIPMENT OR THE INFORMATION ON LESSOR'S WEBSITE. WHILE LESSOR WILL MAKE A REASONABLE EFFORT TO RETURN ANY NON-LESSOR PROPERTY IT RECEIVES, LESSOR WILL NOT BE LIABLE FOR ANY LOSSES OF OR DAMAGE TO SUCH PROPERTY.



## 15. Indemnity

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Lessee shall indemnify and save harmless Lessor against all loss, damage, expense and penalty, including reasonable attorneys fees, arising from, related to, or connected with any action on account of any injury to person or property of any character occasioned by the operation, handling or transportation of the leased Equipment during the Term or while the Equipment is in the possession or control of Lessee.

## 16. Waiver

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The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

## 17. Default

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If Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

- A. To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.
- B. To immediately take possession of Equipment without notice or demand to Lessee.
- C. To sue for and recover all rents, and other payments, including lost rental income, then accrued or thereafter accruing.
- D. To terminate this Lease.
- E. To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for full performance of all obligations to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

## 18. Bankruptcy

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Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Section 12 ("Surrender.") above; and this Lease shall, at the option of the Lessor, without notice, **immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.**

## 19. Typographical Errors

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In the event a product is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, Lessor shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Lessor shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and Lessee's credit card charged. If Lessee's credit card has already been charged for the purchase and Lessee's order is canceled, Lessor shall immediately issue a credit to Lessee's credit card account in the amount of the incorrect price.



## 20. Entire Agreement

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This instrument constitutes the ENTIRE AGREEMENT between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto. If any portion of the agreement is found unenforceable, it will not affect the remainder of the agreement, which shall remain valid and enforceable.

## 21. Assignment

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Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

## 22. Headings

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Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

## 23. Governing Law

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This Lease shall be construed and enforced according to laws of the State of Wisconsin.

Optics4Rent reserves the right to cancel any order for any reason, including price mistakes.

These Terms and Conditions will supersede any terms and/or conditions Lessee includes with any purchase order, regardless of whether Lessor signs the purchase order or not. Lessor reserves the right to make changes to this site and these Terms and Conditions at any time.

Updated April 13, 2009



## Optics 4 Rent

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