



## Northside Sales Co.

7115 East Bethany Road

NLR, AR 72117

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### RENTAL AGREEMENT/TERMS & CONDITIONS

Customer hereby rents from Northside Sales Co. the equipment listed on the contract hereof (Equipment) pursuant to the applicable terms and conditions on the contract and the following terms and conditions:

**RENTAL TERM:** The equipment described on the contract (Equipment) is rented on a Daily, 7 or 28 day rental cycle with a one term minimum rental. The Rental Term shall commence on the date Northside Sales Co. ships the Equipment to Customer and shall automatically extend, on a 28 day cycle basis, upon all the terms and conditions hereof until the date the Equipment is returned to the possession and control of Northside Sales Co., notwithstanding that any different Rental Term is set forth on Customer's purchase order or on the contract hereof. Customer authorizes Northside Sales Co. to insert on the contract hereof the applicable information pertaining to this transaction.

**RENT:** Customer shall pay Northside Sales Co. each month during the Rental Term the Rental Fee shown on the contract for each item of Equipment together with all sales and use taxes imposed thereon. At Northside Sales Co.' election, each Rental Fee shall be due (a) if billed in advance, within 30 days after the date of Northside Sales Co.' invoice therefore, or (b) if billed in arrears, immediately upon receipt of Northside Sales Co.' invoice therefore or within such period of time as is specified in Northside Sales Co.' invoice. Customer authorizes Northside Sales Co. to automatically charge customers credit card for the ongoing rental of equipment per rental period. Customer shall pay a service charge each month late equal to 1 1/2% of the Rental Fee or other amount (with a minimum of \$5 and a maximum of \$100) for each invoice total or other amount not paid within 30 days after its due date. If specified on the contract, a Security Deposit will be held as security against payment of rent, return of Equipment and performance of all other obligations of Customer hereunder and will be refunded to Customer, without interest, upon performance of all obligations hereunder. In the event that the actual Rental Term for an item of Equipment is less than the Rental Term indicated on the contract hereof, Customer shall forfeit and pay Northside Sales Co. any discounts granted upon the length of the Rental Term.

**DEFAULT AND REMEDIES:** Upon any default by Customer of any of its payment obligations or other obligations or reduction in the monthly rental fee contained in this Agreement, or if Customer files or has filed against it any petition or proceeding under any bankruptcy, reorganization, insolvency or similar law, or if Customer repudiates its obligations hereunder or becomes insolvent, dissolves, ceases business or is generally not paying its debts as the same become due, or if any Equipment is levied against, seized or attached, or if Customer is in default under any other agreement with Northside Sales Co., Northside Sales Co. shall have the right to exercise any one or more of the following remedies which are cumulative and not alternative: (a) terminate this Agreement and recover possession of the Equipment; (b) recover all Monthly Rental Fees then due and unpaid and all future Monthly Rental Fees until the Equipment is returned to Northside Sales Co. as such Monthly Rental Fees become due; (c) demand that Customer return, and Customer shall return, all Equipment, provided that if Customer fails to return all Equipment within 5 days of Northside Sales Co.' demand, Customer shall be obligated to pay to Northside Sales Co., immediately, a sum of cash equal to the replacement value of any Equipment not returned to Northside Sales Co.; and (d) such other rights and remedies as are available to Northside Sales Co. under applicable law. Northside Sales Co. shall be entitled to all costs and expenses (including legal fees and costs) incurred by Northside Sales Co. in enforcing any of the terms or provisions of this Agreement.

**DELIVERY, INSTALLATION & RETURN:** All equipment is provided F.O.B. Northside Sales Co.' applicable distribution center. Shipment will be made to the Equipment Location, at Customer's risk and expense, and Customer shall reimburse Northside Sales Co. for any shipping and handling charges incurred by Northside Sales Co. Unless Customer notifies Northside Sales Co. to the contrary in writing within 8 hours after receipt of an item of Equipment, it shall be conclusively presumed that the item of Equipment was delivered to Customer in good operating condition, that the Equipment conforms in all respects to Customer's order and that Customer has accepted the Equipment for all purposes under this Agreement. Customer shall return the Equipment in good operating condition to Northside Sales Co. at the end of the Rental Term by prepaid insured shipment. All equipment must be returned in the same condition as to which the equipment was rented originally. A cleaning fee may apply if the equipment is returned in unclean condition. If the equipment is used in a hazardous environment the equipment must be decontaminated before return. If there are any questions regarding proper cleaning of the instruments, please contact Northside Sales at 1-800-467-9005.

**LIMITED WARRANTY; EXCLUSIVE REMEDY; EXCLUSION OF WARRANTIES:** The sole and exclusive warranty made by Northside Sales Co. is the LIMITED WARRANTY that each item of Equipment, when shipped to Customer, will be in good operating condition. Equipment shipped directly from a supplier may require supplier installation to assure good operating condition. In such case, Northside Sales Co.' warranty takes effect only upon such installation by supplier. Customer's sole and exclusive remedy for failure of any equipment to conform to such limited warranty shall be that Northside Sales Co., at its election, may (1) repair or replace any item of equipment that is not in good operating condition when shipped to customer or (2) terminate this agreement without any liability to customer. The foregoing limited warranty and remedy are the exclusive warranty and remedy and are in lieu of any oral representation and all other warranties and remedies, whether implied or statutory, other than the forgoing limited warranty, Northside Sales Co. Has not made and does not make any representation or warranty, express or implied, with respect to any matter whatsoever including, without limitation, the design compliance with specification, operation, or condition of any equipment (or any part thereof), the merchantability or fitness of any equipment for a particular purpose, or issues regarding patent infringement, title and the like. It is further agreed that Northside Sales Co. shall have no liability to customer, or the customers of customer, or any third parties for any direct, indirect, special or consequential damages based on strict and absolute tort liability, or Northside Sales Co. negligence or otherwise, customer agrees that Northside Sales Co., shall not be liable for any delay in delivery or installation of, or any failure to deliver or install, any equipment. Customer has selected all equipment for customer's intended uses without Northside Sales Co. assistance, and recognizes that Northside Sales Co. is not a manufacturer of any equipment.

**OWNERSHIP; PERSONAL PROPERTY; USE:** The Equipment shall remain the property of Northside Sales Co., and Northside Sales Co., retains the title thereto. Customer shall keep the Equipment free from all claims, liens, security interests and encumbrances. The Equipment shall at all times

remain personal property, whether or not any Equipment shall become affixed to or a part of any real property or real property improvements. Customer shall use the Equipment only at the Equipment Location and Customer shall not remove, transfer, alter or modify any item of Equipment without Northside Sales Co.' prior written consent. Without limiting the foregoing, Customer shall not remove the Equipment outside of the USA without prior written notice to and the written consent of Northside Sales Co. Northside Sales Co. may inspect the Equipment at any time.

**UCC ARTICLE 2A:** To the extent permitted by applicable law, customer waives all rights and remedies conferred upon a lessee by Article 2A of the Uniform Commercial Code. To the extent permitted by applicable law, customer also waives all rights now or hereafter conferred by the Statute or otherwise which may limit or modify Northside Sales Co. rights under or with respect to this agreement.

**ASSIGNMENT AND WAIVERS:** This agreement and all rights of Northside Sales Co. hereunder and to the equipment shall be assignable by Northside Sales Co. without customer consent. In the event of any such assignment of this Agreement, Northside Sales Co.' assignee shall have all of the rights, privileges, entitlements, powers and remedies of Northside Sales Co. hereunder, but none of Northside Sales Co.' obligations. Following such assignment, payments hereunder shall be made to such assignee and, solely for the purpose of determining assignee's rights hereunder, the term Northside Sales Co. as used herein shall be deemed to include or refer to any assignee of Northside Sales Co. Customer waives and agrees not to assert against Northside Sales Co.' assignee any defense, claim, counterclaim, setoff or recoupment that Customer may have against Northside Sales Co., whether arising under this Agreement or otherwise. Customer acknowledges and agrees that any assignment by Northside Sales Co. will neither materially change Customer's duties or obligations under this Agreement nor materially increase the burdens or risks imposed on Customer. Customer agrees to provide any such assignee with an estoppel letter or certificate and such other documentation as Northside Sales Co. or any such assignee may reasonably request confirming Customer's absolute and unconditional obligations hereunder. Without Northside Sales Co. prior written consent, customer shall not assign or grant a security interest in the equipment, this agreement or its interests hereunder or enter into any sub-lease with respect to the equipment. No permitted assignment, security interest or sublease shall relieve Customer of any obligations hereunder.

**SERVICE:** If so specified on the contract, Northside Sales Co. shall, at its expense, provide full service of the Equipment, consisting of routine maintenance of all Equipment and the repair or replacement of any item of Equipment found to be defective during the Rental Term, all of which is provided at Northside Sales Co.' facilities unless otherwise specified by Northside Sales Co. In the event an item of Equipment for which Northside Sales Co. is providing service does not operate properly, Customer shall notify Northside Sales Co. and request instructions before taking any remedial action or returning it to Northside Sales Co. Customer shall bear cost of shipping such Equipment back to Northside Sales Co. and Northside Sales Co. shall bear the cost of the return shipment of such Equipment to Customer. In the event that any item of Equipment requires repair or recalibration as a result of accident or Customer's tampering or unauthorized repair or negligence, misuse, or abuse of such items, Customer shall bear the entire cost thereof, including any shipping costs. If the self-service option is specified on the contract, Northside Sales Co. will not provide any service and Customer shall be required to maintain the Equipment in proper working condition.

**RISK OF LOSS; CARE OF EQUIPMENT; INSURANCE:** Customer is responsible for the safekeeping of all Equipment, and shall bear the risk of any loss of the Equipment for any reason, and shall insure each item of Equipment against loss or damage for not less than the replacement value of each item and if requested by Northside Sales Co. shall provide evidence of such insurance. At Northside Sales Co.' option, Customer shall either replace or pay the replacement cost of any item of Equipment which is lost, stolen, destroyed or damaged beyond repair. Until an item has been repaired, replaced or the replacement cost thereof has been paid by Customer, the Rental Term shall continue and Customer shall continue to pay the Monthly Rental Fee with respect thereto. Any item of non-expendable Equipment, accessories, manuals and the like which is lost, destroyed or damaged or which is not returned to Northside Sales Co. will be charged to Customer at full replacement cost (minimum \$25). Current prices are available upon request. All Equipment will be delivered to Customer with ownership labels, calibration seals and anti-tamper notice affixed, as shall be determined by Northside Sales Co. Provided that Northside Sales Co. is to perform service hereunder (Section Services), Customer shall not permit such seals or notices to be removed or defaced; and if such seals or notices are removed or defaced, Customer shall pay a reasonable calibration or refurbishing fee. Customer shall also carry public liability and third party property damage insurance, in amounts sufficient to cover its obligations under this Agreement.

**CUSTOMER'S UNCONDITIONAL OBLIGATIONS:** Customer's obligations are non-cancelable. Customer agrees that its obligations to pay monthly rental fees to perform all other obligations hereunder shall be absolute, irrevocable, unconditional and independent and shall be paid and performed without abatement, deduction or offset of any kind or nature whatsoever. Customer agrees to limit the use of the rented equipment to the manufacturers intended use. Due to the possibility that the project where the equipment may be used is often highly hazardous, Northside Sales recommends that any person using this equipment be familiar with the equipment, properly trained and has received complete instructions on its proper use and limitations. Customer warrants that everyone allowed to use the equipment will have been properly trained in the use and limitations of the equipment and agrees to assume all liability for any improper use or damages.

**SOFTWARE:** Equipment includes any software provided therewith. Software shall remain the property of its licensor. The terms and conditions of any software license agreement covering the software are incorporated herein by reference and supersede anything to the contrary herein, and Customer agrees to be bound by such terms and conditions, particularly those limiting the use and transfer of the software. Except as otherwise permitted therein, Customer shall use the software only with the Equipment and shall not copy, remove, sublicense, rent, transfer, assign, sell, alter, modify or encumber the software without licensor's prior written consent. Software is warranted only to the extent provided for directly by the licensor. Northside Sales Co. makes no warranty as to the performance of any software. The RENTAL CUSTOMER hereby acknowledges that its use of any Microsoft software accompanying the computer equipment rented/leased is governed by the applicable Microsoft End User License Agreement. Customer shall be fully responsible for, and shall indemnify, hold harmless, and, if so requested by Northside Sales Co., defend Northside Sales Co. from and against, all matters whatsoever arising out of or in connection with or relating to customer supplied software, including, without limitation, the ownership, licensing, licensing terms, licensed quantities, warranties, functionality, fitness for use, operation, installation, and de-installation thereof.

**OBJECTIONS TO AGREEMENT:** If Customer objects to any terms and conditions of this Agreement or has any objection to the suitability of any Equipment or its acceptability for any purpose under this Agreement, Customer shall notify Northside Sales Co. in writing of Customer's specific objections within 8 hours after receipt of this Agreement. Any such objections shall not be binding upon Northside Sales Co. unless received by Northside Sales Co. within such period and Northside Sales Co. agrees in writing to such amendments to the Agreement. The parties understand

and agree that Northside Sales Co. has the right to reject Customer's objections to this Agreement and/or the Equipment, and Northside Sales Co., at its election may terminate this Agreement. If such termination occurs, Customer immediately shall return the Equipment in good operating condition by prepaid insured shipment to the specified Northside Sales Co. distribution center and shall pay any amounts due thereon to Northside Sales Co.

**INDEMNIFICATION:** Customer shall indemnify, hold harmless, and, if so requested by Northside Sales Co., defend Northside Sales Co. against all claims (Claims) directly or indirectly arising out of or in connection with the Equipment or this Agreement. Claims refer to all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions, and suits, whether in contract or in tort, whether caused by Northside Sales Co.' negligence or otherwise, and whether based on a theory of strict liability of Northside Sales Co. or otherwise, and includes, but is not limited to, matters regarding: (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment; (b) any latent defects or other defects in any Equipment, whether or not discoverable by Northside Sales Co. or by Customer; (c) any patent, trademark, or copyright infringement; and (d) the condition of any Equipment arising or existing during Customer's use.

**TAXES:** Customer shall be responsible for and shall pay all sales, use and personal property taxes that may be imposed by any taxing authority on the Equipment or its rental, use or purchase hereunder.

**PERFORMANCE OF CUSTOMER OBLIGATIONS:** If Customer fails to perform any of its obligations hereunder, Northside Sales Co. may, but shall not be obligated to, perform any act or make any payment that Northside Sales Co. deems reasonably necessary for the maintenance and preservation of the Equipment and Northside Sales Co.' interests therein; provided, however, that the performance of any act or payment by Northside Sales Co. shall not be deemed a waiver of, or release Customer from, the obligation at issue. All sums so paid by Northside Sales Co., together with expenses (including legal fees and costs) incurred by Northside Sales Co. in connection therewith, and shall be paid to Northside Sales Co. by Customer immediately upon demand.

**WAIVER OF JURY TRIAL:** Customer and Northside Sales Co. hereby waive the right to a trial by jury in any court and in any action or proceeding as to all matters and things arising out of or relating, directly or indirectly, to this agreement and the relations between the parties hereunder.

**OTHER PROVISIONS:** This agreement shall be governed by and construed in accordance with the internal laws (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) of the state of Arkansas. Customer represents and warrants that, unless it is an individual, Customer is duly organized, validly existing and in good standing, and that Customer has the power and authority to enter into this Agreement. This Agreement shall be enforceable against Customer in accordance with its terms. The terms and conditions of this Agreement supersede and replace any inconsistent provisions set forth in any purchase order of Customer relating to any Equipment. Customer hereby authorizes Northside Sales Co. to obtain credit bureau reports and make such other credit inquiries as Northside Sales Co. deems necessary. Customer shall provide Northside Sales Co. with such corporate resolutions, opinions of counsel, financial statements, executed software sublicense agreements, and other documents (including UCC Financing Statements and other documents for filing and recording) as Northside Sales Co. shall request from time to time. If more than one Customer is named in this Agreement, the liability of each shall be joint and several. Customer represents and warrants that Equipment is being rented or purchased hereunder, as applicable, for business purposes and not for personal, family or household purposes. Any failure of Northside Sales Co. to require strict performance by Customer or any waiver by Northside Sales Co. shall not be construed as a waiver of any other breach of the same or any other provision. The terms hereof set forth the entire agreement between Northside Sales Co. and customer with respect to the equipment and shall not be amended except in writing and signed by both parties.

#### – continued RENTAL Terms and Conditions for SCBA / Airline Equipment

**1. Ownership of SCBA's / Airline equipment** - All rental SCBA's and airline equipment is leased pursuant to the SCBA Lease Agreement (the SCBA's and equipment is and shall remain the property of Northside Sales Co.

**2. Use of SCBA's / Airline Equipment** - The Customer represents and agrees that the SCBA(s) and any airline equipment from Northside Sales Co. will be used at all times as directed by the Manufactures manual(s), which are provided / included with each rental / available for download. If no manual is received, please call immediately at 800-467-9005 so we may send you a copy of the manual for the specific equipment rented. For non-returned manuals – There may be a charge for replacement, up to \$ 150.00, per occurrence. Application and specific use is the clients sole responsibility to understand the limitations of the different types / models / makes of equipment for their application. If unsure of the proper product for a specific application, please give us a call or the manufacture to help or assist in finding help. Customer is responsible for their own complete fit testing, medical evaluations, proper selection of the face-piece/mask/respirator/breathing system, cartridge(s) and or components, unless otherwise discussed in writing with Northside Sales Co. Any additional training besides manuals that are included with rental, can be provided for a additional fee in a classroom setting.

**3. Return of SCBA's / Airline Equipment** - Please contact (phone or email us) Northside Sales Co., that the rented SCBA's / Airline / Respiratory equipment is being returned. Please ensure ALL parts / pieces / paperwork / bags or anything else that was originally shipped with the rental are returned. Our paperwork is specific as to the items shipped, we do include pictures of most items sent. If there are ANY missing components the customer has 24 hours to return or customer may pay for additional rental fee's for equipment we cannot rent to someone else. There are NO CALLING TO STOP RENTALS. The rental is based on time out and time in. Unless other agreements/arrangements are made on the timeframe or return of equipment in writing with Northside Sales Co. representative.

**4. Condition of SCBA's / Airline Equipment** - The Customer agrees to accept the SCBA / equipment as is. Northside Sales Co. will provide passing flow test documents for each SCBA / Airline products rented. All SCBA's are tested prior to shipping. Northside Sales Co. shall not be liable to the Customer for any loss, claim, demand, liability, cost, damage, or expense of any kind, caused, or alleged to be caused, directly or indirectly, by the SCBA, or by any inadequacy thereof. Normal wear and tear is included in the rental price and includes, but is not limited to, small scratches or minor abrasion damage to the cylinder. Minor scratches on the face piece lens would also be considered normal wear and tear. Damage which the Customer shall be responsible for includes, but is not limited to, large holes, cuts or tears in the harness and or hose assembly; large burned or scorched areas on the harness assembly, face piece, and/or cylinder, a cracked gauge cover or lens; any paint, decal or appliqué applied to the SCBA or cylinder or any other part of the ensemble that is not easily removable or would cause damage upon removal; and, any damage caused as a result of improper cleaning or use.

**5. Charges and/or Replacement Costs of Rental SCBA's / Airline Equipment** - The Customer acknowledges that SCBA's and cylinders are costly to replace and even the time associated in repairs needed. The Customer shall take all necessary precautions to prevent any damage outside of normal wear and tear, including but not limited to the destruction, theft, or unauthorized alteration to the SCBA. In the event of a total loss or destruction of the SCBA or elements of the SCBA, the Customer shall be liable for the following replacement costs: Harness Assembly w/Back-frame up to \$5000.00, Face Piece \$2000.00, Cylinder \$800.00, Cylinder Valve Assembly \$200.00. These prices are depending upon the type / version of the SCBA / Airline equipment.

**6. Cancellation and/or Early Termination of Rental** - Should the Customer cancel the rental for any reason within 24 hours of shipping or preparation time, the Customer will not be provided with a refund of the rental amount of the minimum agreed time frame originally agreed upon. Example: Rental for 3 months – Order is canceled within 24 hours of shipping. Customer will pay for at least 1 month rental. Same for Weekly. Rental 2 weeks – Order is canceled within 24 hours of shipping Customer will pay for at least 1 week of rental. If order is canceled within the same day of a day rental / couple of days rental Customer will pay for a (1) day rental.

**7. Shipping** - All cylinders from customers completion of rental/use/return to Northside Sales Co. are to be EMPTY. It is our responsibility as a DOT / IATA shipper to notify DOT / IATA administrators if a cylinder is shipped back filled without proper shipping documents and labeling. I.E. Dangerous Goods. If you are NOT a certified shipper DO NOT SHIP the cylinders to Northside Sales Co. under pressure. At the time of quote or order customer must tell Northside Sales Co. if the cylinders are to be filled or empty. Northside Sales Co. shall be able; (at customers request) to submit a current copy of quarterly test results from our breathable air compressor.

**8. Disclaimer** – Northside Sales Co. is not responsible for any damages resulting from the rental or use of all subject rental SCBA. Except as stated, no express or implied warranties are given beyond the manufactures standard warranty. Northside Sales Co. will provide passing flow test documents for each SCBA / Airline products rented. All SCBA's are tested prior to shipping. Damages, if any, are limited to the rental cost incurred. Northside Sales Co. will not assume any liability for injury or loss of life as a result of malfunction, mis-use, improper handling, or any damage to the SCBA. Northside Sales Co. will be held harmless of any loss of life or injury.

Acknowledgment in the receipt of this current / or add-on / order / or continuing order will suffice that the customer understands and agrees with the afore mentioned Northside Rental document in its entirety. No signature required.

The below is for onsite / office rental / internal use / additional requirements.

**Date/Time:**

**Reference Sales Order:**

**Equipment Rented:**

**Condition:**

**Company Name:**

**Contact Number 1:**

**Contact Number 2:**

**Location Equipment Is To Be Used:**

**Calibration Certificate / Manual Was Given For Instrument:**

**Print Name:**

**Signed Name:**

Will customer provide their own calibrations or testing as needed/required? YES or NO ( Please circle one )

\*Calibration and testing equipment is available but not included with rental.

\*I have read and understood all applicable charges which may be incurred.