

DINE COMPANY EQUIPMENT RENTAL AGREEMENT TERMS AND CONDITIONS

All rentals made by Dine Company Inc. (hereinafter called "Lessor") to its equipment rental customers (hereinafter called "Lessee") are subject to the following Equipment Rental Terms and Conditions. Lessee's acceptance of these terms and conditions shall be made by signature, copy of driver's license, vehicle license, and deposit/payment by credit card.

1. Availability, Acceptance and Receipt: All equipment rentals are subject to availability of equipment at time of order. No orders for equipment rental or products of Dine Company Inc. shall be binding upon Lessor until accepted in writing by an authorized Dine Company official; and in all events any such order shall be subject to these terms and conditions which shall be deemed part of such order upon acceptance thereof by Lessor.

This contract and these terms and conditions shall constitute the entire agreement between Lessor and Lessee, and shall be governed by and shall be construed according to the internal laws of the State of Kentucky.

All parties agree that property was inspected by Dine Company and examined by Customer at time of receipt. Customer accepts that property is in good working condition.

2. Rental Period. The rental period begins on the day of pick up or delivery from the originating rental facility, and ends on the day of the equipment return to the originating facility. No allowance is made for Sundays, Holidays or time in transit. Lessee is obligated to return equipment to the originating facility by noon to end term, or incur additional expense unless other arrangements have been agreed to in writing by Lessor's authorized official. **Charges for ALL rentals are for 24hr. period and on a daily basis, and/or weekend rate starting Friday at noon and ending on Monday at noon. Special rates quoted for long term use.**

3. Equipment Usage. Lessee agrees that equipment usage shall be normal and customary, and warrants that Lessee is familiar and experienced in the safe operation of foodservice equipment. Training in proper handling, cleaning, and safe operation is strongly recommended for inexperienced or first time users of the equipment. Lessee agrees that equipment rental does not grant Lessee any title or property rights in the equipment, all title and property rights shall remain with the Lessor.

X_____

4. Condition of Equipment. Lessee hereby acknowledges receipt of the equipment in good working order. Lessee further acknowledges that it has examined the equipment and declares that it has received all of such equipment in secure and good working condition. Lessee's failure to object in writing to the condition of the equipment within (4) hours after receipt thereof shall be deemed conclusive that all of the foodservice equipment was in good working order when delivered.

X_____

5. Delivery and Pick up: Dine Company is granted access to premise at its convenience and customer agrees to the right to enter the premises to deliver or pick-up said property for any location. Additional labor charges will apply if return trips or inconvenienced by facility such as gravel lot, stairs, blocked lots, or waiting due to not ready. Customer drop offs must be before agreed noontime deadline or additional charges may apply.

X_____

6. Payment Terms: C.O.D. All prices are quoted, and payments must be received in U.S. Dollars (USD). Unless otherwise expressly stated all prices are subject to change without notice. Visa, MasterCard, Discover, and American Express accepted. Security Deposits apply to reserve and pick up equipment. Security Deposits will be returned when said equipment is returned in clean, orderly and in good working order. Customer/ Lessee agrees Damages or Loss may require the use of the Security Deposit to cover loss, clean up labor, refurbishing, or damages. **Additional charges may apply or use of Security Deposit** due to partial or total loss of equipment, or improper cleaning such as cooking oil left in fry pot, foodstuffs, and/or other surface debris accumulated during use. Item returned with improper cleaning is subject to but not limited to \$65 cleaning fee.

X_____

7. Additional Charges. Special condition, special service calls, or special delivery and pickups on Saturdays, Sundays, or Holiday will incur additional charges based on hourly service rates.

8. Taxes and Other Charges. Lessee shall bear applicable federal, state, municipal, and other government taxes (such as manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, etc.) Taxes, fees or charges of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Lessor and Lessee, are not included in prices shown and must be added in sales record of Lessee. Exemption certificates, valid in the place of delivery, must be presented to Lessor at order acceptance and prior to shipment if they are to be honored.

9. Insurance, Permits, Licenses: Customer shall maintain at Customer expense; liability, property; and casualty insurance coverage in amounts necessary to fully protect Dine Company from any claims, liens, loss, or damage, of any nature, types, including Acts of God. Customer shall be required to provide a Certificate of Insurance prior to

customer pick up or delivery. Customer is responsible for permits, licenses and consent approvals to uses foodservice equipment.

10. Liability and Indemnity: The Lessee shall be liable for all damage arising from equipment rental use, misuse or negligence by Lessee, including any accidents to persons or property arising thereof. Lessee covenants and agrees to indemnify and hold harmless Dine Company (Lessor) and its officers, employees, and associates, free from any and all claims, actions, suits, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the rented food equipment and/or its complimentary tools or attachments. This includes, without limitations, the manufacturer, selection, delivery, possession or use of the rented equipment. Customer agrees to hold harmless any person or property of any character, injury or (death) to person, property loss, duration of loss, loss of product, and inconvenience.

11. Subletting: No part of the equipment shall be sublet, transferred or assigned by Lessee or removed from the location at which it was intended by Lessor to be used, as represented by Lessee, except with the prior written consent of Lessor.

12. Title: Title to the equipment is now and at all times hereafter shall remain and be vested only in Lessor. Lessee shall keep the lessee's interest in this agreement and the equipment free from all liens and encumbrances.

13. Lost or Stolen Equipment: Customer is responsible for current full replacement cost of lost or stolen equipment. Customer will report any incidents IMMEDIATELY to Dine Company and file a full Police Report.

Equipment Replacement Cost: \$ _____

14. Levy/Seizure: Customer will give Dine Company immediate notice of any attempts or seizure for rented food equipment and hold harmless to Dine Company for any such loss or damages. Customer agrees to allow Dine Company access of premises to collect said equipment to the extent allowed by law.

15. Conditions: All parties agree that Dine Company is not the manufacturer of rented property, nor the agent of the manufacturer. Manufacturer warranties prevail for parts and workmanship as do said patents by the manufacturer. Customer/ Lessee agrees in event of malfunction customer will discontinue use and report immediately. We agree at our discretion to repair, replace with like equipment, if available, discuss alternatives to rented equipment, or adjust the charges accordingly. Agreement remains in force thru the terms of contract.

16. Electric & Gas Equipment: Customer/ Lessee is responsible to provide proper supply electric and gas connections and power sources. Propane gas requires proper gas supply, regulation, and BTU for each piece of equipment for proper and safe operation and is the responsibility of customer.

17. Reservations and Cancellations: It is recommended reservations and preparation be made in one week advance of rental date. Availability is on a first come first serve basis. Cancellations must be at least 48hr. in advance or charges will occur.

I have read the terms and conditions statement:

Customer _____ **Date:** _____ **Ph:** _____

Vehicle Plate: _____ **Driver License No.** _____ **State:** _____

Rental Dates: _____ **to** _____

Return Date and Time: _____

Customer Care Assoc: _____

Security Deposit: _____

Daily Rate: _____

Weekend Rate: _____

Additional Charges: _____

Dine Company, The Restaurant Store, 3110 Preston Hwy. Louisville, KY 40213

www.dinecompany.com or 502-637-3232

02/2017