

RENTAL: _____



ALLEN PRECISION EQUIPMENT, INC.
1550 Boggs Road, Duluth, GA 30096
770-279-7171
800-241-6223
770-279-7335 Fax

EQUIPMENT LOANER / RENTAL AGREEMENT

PLEASE CONFIRM SHIPPING ADDRESS,
SIGN, INCLUDE DRIVER'S LICENSE NUMBER, AND FAX BACK.

APE RENTAL #: _____ CUSTOMER PO#: _____ CUST #: _____

CUSTOMER: _____

This agreement for rental of the equipment described below is entered into this, the _____
between ALLEN PRECISION EQUIPMENT, INC., of 1550 Boggs Road, Duluth, GA 30096 (Owner) and:

COMPANY NAME: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

SHIP TO ADDRESS (if different): _____

RENTAL FEE: _____ PER _____ SECURITY DEPOSIT: _____

This amount represents rent for the anticipated rental period.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Renter agrees to rent the following equipment, which Renter acknowledges is in good and normal operating condition:

| QUANTITY | DESCRIPTION | SERIAL NUMBER | RETAIL VALUE |
|----------|-------------|---------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Accessories with Instrument: (please circle)

- case carrying strap(s) battery sunshade dust cap tool kit
- manual charger rain hood plumb bob data collector cable
- other: _____

NOTES: _____

* For warranty repairs, service loaner unit(s) is provided at no charge. If the repair is found to be non-warranty, then normal rental rates will apply.

Renter and Owner agree that any partial week shall be treated as a full week. Except where the equipment is shipped by common carrier to Renter, the date Renter obtains possession of the equipment shall be treated as the first day. When equipment is shipped to Renter by common carrier, full rental rates apply from the time the equipment leaves Owners' premises through and including the date Renter places the equipment on similar common carrier for return shipment to Owner beginning on the day after the equipment is so shipped from Renter to Owner and until received by Owner. Renter shall be charged fifty percent (50%) of normal rental rate unless equipment is not returned to Owner by the same or faster method of transportation as the equipment was shipped from Owner to Renter. In that case, the full rental rate shall be charged until Owner receives equipment. Owner shall bear the cost of shipment to Renter by standard ground shipment and Renter shall bear the cost of shipment to Owner.

The parties agree that Renter shall pay the appropriate rental rate as indicated in the Agreement. The parties agree that for the purpose of this agreement at any time shall mean Owner's normal hours of operation 8:00 am to 6:00pm, Monday-Friday excluding days when the local banks are closed.

All rent for the anticipated term shall be paid in advance or be collected COD when shipped. If Renter retains equipment beyond the anticipated period, Owner shall bill Renter monthly and rent shall be payable upon receipt of invoice.

Even if the Owner determines that the equipment rented shall be at no charge or used for the purpose of demonstration of the equipment to Renter, all other portions of the Agreement shall apply regarding liability, maintenance and duty to return the equipment to Owner in a speedy fashion and in good working condition. Owner reserves the right to notify Renter that equipment is subject to our normal rental rates at any time. If Renter is renting for no charge related to warranty related service on Renter's equipment or is renting at reduced rate while Renter's equipment is being serviced, normal rental rates will apply 5 days after Renter's equipment is serviced and returned if rental equipment is not returned by that time.

Unless so noted, the provisions of this paragraph do not apply.

Renter agrees to post a security deposit in the amount of the retail value of the equipment to ensure payment of future rental amounts and return of the equipment in the same condition as received by Renter. However, Renter agrees that Owner is not limited to the amount of the security deposit if Owner's damages exceed that amount. The security deposit will be refunded within two working days of return of the equipment to Owner if the equipment is returned in its original condition and if all rental amounts due have been paid.

Liability - Owner bears the risk of loss or damage during shipment of the equipment by common carrier to Renter. Upon receipt by Renter, loss or damage is Renter's liability and risk. Renter bears the risk of loss or damage during the return of shipment to Owner.

At all times when risk is upon Renter, Renter acknowledges full responsibility and liability for all damage and loss of equipment from any and every cause.

In event of damage to any equipment rented, Owner may take necessary steps to repair such damage using Owner's service department. Renter shall immediately pay for the repairs at Owner's standard retail cost of such repair. Renter agrees to pay Owner's service Department before release of any security deposit to Renter. If Owner determines at its sole discretion, that the equipment is lost, stolen, destroyed or damaged beyond repair, Renter shall immediately pay Owner full retail value of said equipment as indicated in the manufacturer's price list as of the date of rental.

All the equipment rented remains the sole property of the Owner.

This document contains the entire agreement of parties. Owner is entering into this Agreement based upon such representation by Renter.

Renter agrees that upon written or oral demand from the Owner, it shall immediately return to Owner any equipment retained regardless of whether the anticipated rental period has expired.

Should Owner be required to employ an attorney to enforce this Agreement, Renter agrees to pay Owner an additional fifteen percent (15%) of the amount due as attorneys' fee.

The laws of the State of Georgia shall govern this Agreement. The parties agree that, at the Owner's option jurisdiction and venue for all suits related to or arising out of this Rental Agreement shall be proper only in courts located in DeKalb County, Georgia or the United States District Court, Northern District Court, Northern District of Georgia, Atlanta Division. Renter hereby consents to the exercise of in personam jurisdiction by such courts.

OWNER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. RENTER WAIVES ALL CLAIMS OF ANY NATURE AGAINST OWNER IN ANY WAY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY EQUIPMENT WHICH OWNER HAS RENTED TO RENTER PURSUANT TO THIS AGREEMENT.

Renter's Company Name: _____ Date: _____

* Authorized Signature _____

* Driver's License: _____ State _____