



**Bathroom Machineries**

495 Main Street, Murphys, California 95247  
209/728-2031 www.deabath.com

Account # _____
Contact Name _____
Production Co. _____
Production Name _____

## Rental Terms and Conditions

- 1. Transportation and Shipping.** Shipping costs will be applied to all items leaving our facility. The renter is responsible for return shipping to our facility.
- 2. Rental Period.** The minimum rental period is two weeks (14 days). The rental period begins when the items leave our facility and ends when they are returned to our facility. The renter agrees that rentals for less than the minimum rental period will be charged the minimum rental rate. If additional weeks are needed, they will be billed at 1 week increments.
- 3. Abandoned Rentals.** If the items have not been returned to our facility after four weeks (28 days) and we have not been contacted by the renter, the items will be considered purchased.
- 4. Canceled Orders.** If an order is cancelled after it has been processed and pulled to the shipping dock, a 25% re-stocking fee (handling charge) will be applied for those items pulled for shipment.
- 5. Responsibility of Items.** Renter assumes all responsibility for rental items while in its possession. Renter agrees to return items to Bathroom Machineries in as good condition as when received. Renter will discontinue use of any items should they become unsafe or in a state of disrepair. Renter will immediately notify Bathroom Machineries that such item is unsafe and/or in disrepair and Renter agrees to take all steps necessary to prevent further damages and to prevent injuries to any persons and/or property until the item(s) are returned to Bathroom Machineries. From the time the Renter accepts delivery of the item(s), Renter assumes all risks of loss and responsibility for any damage to the item(s), property or person(s) including, but not limited to all risks and losses while in transit back to our facility, while in storage and while on Renter's premises.
- 6. Acceptance on As-Is Basis** The Renter agrees to accept the rental items in an "as-is" basis with the understanding that many of the items are used and may have imperfections. Plumbing fixtures may not work. If working fixtures or pristine items are necessary, this MUST be communicated with Bathroom Machineries when placing the order.
- 7. Lost or Damaged Items** Renter shall be require to pay for all items lost, stolen or damages beyond repair by any causes within 30 days after date of invoice based upon the value of each item as set forth on the rental sheet. Rental charges paid or accrued for each such items will NOT be applied against the purchase price.
- 8. Indemnity and Hold Harmless** Renter agrees to Indemnify and hold Bathroom Machineries harmless of, from and against any and all losses, costs, damages, attorneys fees or liabilities in connection with Renter use of any of the items rented or sold to by Bathroom Machineries. Renter agrees to defend, indemnify, and hold Bathroom Machineries free and harmless from and against any and all claims, liabilities, losses, costs and out of pocket expenses including attorney's fees arising out of, or in connection with the items rented, its uses or transportation, or out of operations conducted by the Renter, its agents, subleases, employees, contractors, representatives, guest, invitees or customer, including, but not limited to, active and/or passive negligence, save and except claims or litigation arising through the sole negligence or sole willful misconduct of Bathroom Machineries.

Signature _____	Date _____
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